



City of Lacey, Washington

City Council Regular Meeting Amended* Agenda

Refer to the bottom of the agenda for meeting information.

Thursday, December 7, 2023

6:00 PM

Council Chambers and Online

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Land Acknowledgement

We, the City of Lacey, are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

5. Approval of Amended Agenda and Consent Agenda Items:

- A. City Council Meeting Minutes of November 2, 2023
- B. Council Worksession Meeting Minutes of November 9, 2023
- C. City Council Meeting Minutes of November 16, 2023
- D. Council Special Meeting Minutes of November 30, 2023
- E. Approve payment of claims, wages, and transfers of November 1, 2023, through November 24, 2023.
- F. Adopt 2024 Federal Legislative Agenda
- G. Adopt 2024 State Legislative Agenda and Manual

6. Public Recognitions and Presentations:

- A. **Public Service Award - Jerry Wilkins, Civil Service Commissioner**
Mayor Ryder
 - B. **Thurston County Youth Football League (TCYFL) River Ridge Hawks 8th Grade Football Champions Recognition**
Tim Claridge, Coach, TCYFL President
 - C. **Public Recognition - Tom Nelson, Running all Lacey Streets***
Jennifer Burbidge, Parks, Culture, and Recreation Director
*Item amended on December 5, 2023, to reschedule for a future Council Meeting
- 7. Public Comment:**
Refer to the bottom of the agenda for instructions on how to provide public comment.
- 8. Public Hearing:**
- A. **Final 2024 Proposed Budget**
Troy Woo, Finance Director
- 9. Proclamations:**
- 10. Referral from Planning Commission:**
- 11. Referral from Hearings Examiner:**
- 12. Ordinances:**
- A. **Ordinance 1649 - Business and Occupation Tax Model Ordinance**
Troy Woo, Finance Director
 - B. **Ordinance 1650 - Hearings Examiner Code Update**
Grant Beck, Interim Community and Economic Development Director
 - C. **Ordinance 1651 - Council Meeting Time and Place**
Shannon Kelley-Fong, Assistant City Manager
- 13. Resolutions:**
- A. **Resolution 1142 - Council Policies and Procedures Manual Update**
Shannon Kelley-Fong, Assistant City Manager
- 14. Mayor's Report:**
- A. **Appointment of Hearings Examiner Pro Tem**
Grant Beck, Interim Community and Economic Development Director
- 15. City Manager's Report:**
- A. **Contract Award - 2023 Well Rehabilitation PW 2023-42**
Scott Egger, Public Works Director
 - B. **Interlocal Agreement - Pacific Ave SE Pavement Preservation**
Martin Hoppe, Transportation Manager
 - C. **Interlocal Agreement - Marvin Road Improvement Project Phase I**
Ryan Jewell, Utilities Engineer



- D. **Interlocal Agreement - Franz Anderson Permanent Supportive Housing**
Ryan Andrews, Planning Manager
- E. **Snow and Ice Response 2023-2024**
Scott Johnston, Transportation Maintenance Supervisor

16. Standing General Committees:

- A. **Land Use and Environment Committee**
November 28, 2023, Meeting Report

17. Other Business:

18. Boards, Commissions and Committee Reports:

- A. Mayor Andy Ryder:
 - 1. Mayors' Forum
 - 2. Thurston Chamber Shared Legislative Committee
 - 3. Transportation Policy Board (TPB)
- B. Deputy Mayor Malcolm Miller:
 - 1. Economic Development Council (EDC)
 - 2. Lodging Tax Advisory Committee (LTAC)
 - 3. Thurston County Coalition Against Trafficking (TCCAT)
 - 4. Thurston Thrives
- C. Councilmember Lenny Greenstein:
 - 1. Emergency Medical Services (EMS)
 - 2. TCOMM911
- D. Councilmember Michael Steadman:
 - 1. Nisqually River Council
 - 2. Thurston County Law & Justice Council
- E. Councilmember Carolyn Cox:
 - 1. Climate Action Steering Committee
 - 2. LOTT Clean Water Alliance
 - 3. Regional Housing Council
- F. Councilmember Ed Kunkel:
 - 1. Joint Animal Services Commission (JASCOM)
 - 2. Lacey South Sound Chamber
 - 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 - 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez:
 - 1. Intercity Transit Authority



2. Olympic Region Clean Air Agency (ORCAA)
3. Thurston Regional Planning Council (TRPC)
4. Thurston County Board of Health

19. Adjourn

Attendance and Public Comment

Attend Remote or In-Person

The public may attend the meeting in-person, or you may view or listen to the meeting using one of the following platforms:

In-Person	Council Chambers at Lacey City Hall 420 College Street SE, Lacey, WA 98503
Zoom:	https://us02web.zoom.us/webinar/register/WN_PnOI_d_fSNAD7AV3zd-ZYQ
Website:	https://cityoflacey.org/government/public-meetings/
Facebook:	https://www.facebook.com/cityoflacey
YouTube:	https://www.youtube.com/watch?v=ivkrU7U_YgU
Cable:	Channel 3 with your local cable provider
Phone:	(888) 788-0099 or (877) 853-5247 (Webinar ID 849 7405 7745)

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

In-Person:	Use the sign-up sheet located in the Council Chambers.
Zoom:	Preregister using the following Zoom link no later than two hours prior to the meeting: https://us02web.zoom.us/webinar/register/WN_PnOI_d_fSNAD7AV3zd-ZYQ

Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to PublicComment@ci.lacey.wa.us.

The commenting period will close two hours before the meeting time.

Written comments will be provided to the City Council electronically prior to the meeting.

Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.







City of Lacey, Washington
City Council Regular Meeting Minutes
Thursday, November 2, 2023 - Council Chambers and Online

1. Call to Order

Deputy Mayor Miller called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present

Deputy Mayor Malcolm Miller
Councilmember Lenny Greenstein
Councilmember Michael Steadman (remote)
Councilmember Carolyn Cox
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Council Excused

Mayor Andy Ryder

Staff Present

Rick Walk, City Manager
Robert Almada, Chief of Police
Dave Schneider, City Attorney
Troy Woo, Finance Director
John Koch, Advanced Digital Media Specialist

3. Pledge of Allegiance

4. Land Acknowledgement

Deputy Mayor Miller presented the abbreviated land acknowledgement.

5. Approval of Agenda and Consent Agenda Items:

- A. Council Worksession meeting minutes of October 12, 2023
- B. Council meeting minutes of October 19, 2023
- C. Payment of claims, wages and transfers for October 9, 2023, through October 23, 2023

Deputy Mayor Miller recommended amending the agenda to present Agenda Item 9: Proclamations immediately following Agenda Item 6: Public Recognitions and Presentations.

Councilmember Greenstein moved to approve the amended agenda and consent agenda. Councilmember Kunkel seconded. Motion carried.

6. Public Recognitions and Presentations:

A. Storm Readiness Presentation

Kristine Rompa, Puget Sound Energy

Council received a presentation on local storm preparation and response. The presentation highlighted the following:

- Infrastructure and Readiness
- Customer Resources
- Power Restoration
- Outage Communications

9. Proclamations:

A. Veterans Appreciation Month

Keith Looker, Manager, Lacey Veterans Services Hub

Deputy Mayor Miller and Council proclaimed November 2023 as Veterans Appreciation Month. Keith Looker, Manager of the Lacey Veterans Services Hub, accepted the proclamation.

B. Native American and Indigenous Peoples Heritage Month

Chairman Willie Frank, Nisqually Indian Tribe

Former Councilman Hanford McCloud, Nisqually Indian Tribe



Deputy Mayor Miller and Council proclaimed November 2023 as Native American and Indigenous Peoples Heritage Month. Chairman Frank and members of the Nisqually Indian Tribe accepted the proclamation.

7. Public Comment:

Paula Sheegog, City of Lacey resident and Big Lots employee, provided a public comment regarding theft and homelessness.

8. Public Hearing:

A. 2024 Proposed Budget Revenue Sources

Troy Woo, Finance Director

Staff presented the proposed budget revenue sources for 2024.

Deputy Mayor Miller opened the 2024 Proposed Budget Revenue Sources Public Hearing at 6:38 p.m.

Verbal Public Testimony: The deadline to pre-register to speak and provide public testimony was 4:00 p.m. the day of the meeting.

0 – people signed up to provide public testimony via Zoom.

0 – people signed up to speak at the meeting.

Written Public Comments: The deadline to submit written public testimony was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

0 - written public testimony was received.

Deputy Mayor Miller closed the 2024 Proposed Budget Revenue Sources Public Hearing at 7:51 p.m.

10. Referral from Planning Commission:

11. Referral from Hearings Examiner:

12. Resolutions:

13. Ordinances:



14. Mayor's Report:

15. City Manager's Report:

A. 2023 Property Retained by the Police Department

Robert Almada, Chief of Police

Chief Almada presented the 2023 Property Retained by the Police Report. Staff advised the report did not change from last year, and included the same seventeen (17) items as presented in 2022.

B. Amendment to the PFD Interlocal Agreement

Rick Walk, City Manager

Dave Schneider, City Attorney, presented an amendment to the Public Facilities District interlocal agreement (ILA). The Washington State Legislature passed Engrossed House Bill 1201 (EHB 1201), which became effective on July 23, 2017. EHB 1201 amended RCW 82.14.390 and 82.14.485, which authorize sales and use tax for regional centers. EHB 1201 extended the period during which the tax for Public Facility Districts can be imposed.

Per the existing ILA, the collection of the tax is currently set to expire in 2028. The proposed modification would incorporate the legislative changes of EHB 1201 into the ILA as amended, and thus authorize the collection of the tax until 2043.

Councilmember Greenstein moved to authorize the City Manager to execute the Modification to the Second Amendment to the Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers. Councilmember Kunkel seconded. Deputy Mayor Miller, Councilmembers Greenstein, Kunkel, Cox and Vazquez voted in favor. Councilmember Steadman abstained. Motion carried.

16. Standing General Committees:

A. Finance and Economic Development Committee

Meeting of October 24, 2023

Councilmember Greenstein presented on the October 24, 2023, meeting as alternate.

17. Other Business:

18. Boards, Commissions and Committee Reports:



A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

Mayor Ryder was excused and no reports were provided.

B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Thurston Thrives

Deputy Mayor Miller provided a report for the Economic Development Council (EDC).

C. Councilmember Carolyn Cox:

1. Climate Action Steering Committee
2. LOTT Clean Water Alliance
3. Regional Housing Council

Councilmember Cox provided reports for LOTT Clean Water Alliance, and Regional Housing Council.

D. Councilmember Lenny Greenstein:

1. Emergency Medical Services (EMS)



2. TCOMM911

Councilmember Greenstein provided a report for TCOMM911.

- E. Councilmember Michael Steadman:

1. Community Action Council
2. Nisqually River Council
3. Thurston County Law & Justice Council

Councilmember Steadman did not provide any reports.

- F. Councilmember Ed Kunkel:

1. Joint Animal Services Commission (JASCOM)
2. Lacey South Sound Chamber
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
4. Solid Waste Advisory Committee (SWAC)

Councilmember Kunkel provided reports for JASCOM, Olympia-Lacey-Tumwater Visitor & Convention Bureau, and the Solid Waste Advisory Committee (SWAC).

- G. Councilmember Robin Vazquez:

1. Intercity Transit Authority
2. Olympic Region Clean Air Agency (ORCAA)
3. Thurston Regional Planning Council (TRPC)
4. Thurston County Board of Health



Councilmember Vazquez provided a report for the Thurston County Board of Health and Intercity Transit Authority.

19. Adjourn

Deputy Mayor Miller adjourned the meeting at 8:19 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____





City of Lacey, Washington

Lacey City Council Worksession Minutes

Thursday, November 9, 2023

6:00 PM

Council Chambers and Online

1. Call to Order

Deputy Mayor Miller called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present

Deputy Mayor Malcolm Miller
Councilmember Lenny Greenstein
Councilmember Michael Steadman
Councilmember Carolyn Cox
Councilmember Ed Kunkel (remote)
Councilmember Robin Vazquez

Council Excused

Mayor Andy Ryder

Staff Present

Rick Walk, City Manager
Shannon Kelley-Fong, Assistant City Member
Dave Schneider, City Attorney
Elissa Fontaine, City Clerk

3. Land Acknowledgement

4. Approval of the Agenda

Councilmember Greenstein moved to approve the agenda. Councilmember Vazquez seconded. Motion carried.

5. Agenda Items

A. 2024 Federal and State Legislative Priorities Agenda

Shannon Kelley-Fong, Assistant City Manager

Brian Enslow, Government Affairs Consultant, Arbutus Consulting

David Hodges, Government Affairs Consultant, CFM Advocates

A review of the draft legislative agendas for 2024 State and Federal priorities was presented to Council.

State Policy Areas Identified

- Housing and Homelessness
- Blake Decision and Behavioral Health
- Public Safety
- Property Tax Cap
- Climate Commitment Act
- Artificial Intelligence and Data Protection

State Priorities Discussed

- Emergency Coordination Center
- Regional Athletic Complex LED Replacement Lights
- Homeless Services Sustainability
- Defense Community Compatibility Account
- I-5 Corridor between Mounts Road and Tumwater

Federal Priorities Discussed

- Emergency Coordination Center
- College Street Safety Improvement Project
- I-5 Corridor
- Young Child and Family Center (future)
- Museum and Cultural Center in Depot District (future)
- Regional Animal Services (future)

Preparations for future projects were also highlighted and included Childcare and Early Learning Access, Joint Animal Services Regional Animal Facility, and the Thurston County Regional Basic Law Enforcement Academics and Training Center.

Council expressed support for the draft 2024 state and federal legislative agendas as presented. The 2024 State and Federal Legislative Agendas will be presented to Council at the December 7, 2023, Council meeting for adoption.

B. Council Policies and Procedures Update - Legislative Structure

Shannon Kelley-Fong, Assistant City Manager



Staff presented a review of the proposed updates to the Council Policy and Procedures Manual. Earlier in the year, the Council directed staff to proceed with elimination of Committee meetings and transition of Council meeting dates from Thursdays to Tuesdays. The changes include comprehensive updates to reflect current practices, as well as increased efficiencies and administrative flexibility for non-policy items.

Council expressed support for the proposed amendments as presented.

A resolution to modify the City Council Policies-Procedures Manual to remove references to Committee meetings is tentatively scheduled for the December 7, 2023, Council meeting for consideration. An ordinance modifying the City Council meeting dates from Thursdays to Tuesday is also tentatively scheduled for the December 7, 2023, Council meeting.

6. Adjourn

Deputy Mayor Miller adjourned the meeting at 7:30 p.m.





City of Lacey, Washington
City Council Regular Meeting Minutes
Thursday, November 16, 2023 - Council Chambers and Online

1. Call to Order

Deputy Mayor Miller called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present

Deputy Mayor Malcolm Miller (remote)
Councilmember Lenny Greenstein
Councilmember Michael Steadman (remote)
Councilmember Carolyn Cox
Councilmember Ed Kunkel (remote)

Council Excused

Mayor Andy Ryder
Councilmember Robin Vazquez

Staff Present

Rick Walk, City Manager
Dave Schneider, City Attorney
Troy Woo, Finance Director
Ryan Andrews, Planning Manager
Elissa Fontaine, City Clerk

Deputy Mayor Miller announced that as presiding officer in the Mayor's absence, and due to attending the meeting remotely, he would like to nominate Councilmember Greenstein as Chair for the November 16, 2023, Council meeting. Deputy Mayor Miller, Councilmembers Greenstein, Steadman, Cox and Kunkel voted in favor.

3. Pledge of Allegiance

Councilmember Greenstein led the pledge of allegiance.

4. Land Acknowledgement

Councilmember Greenstein presented the abbreviated Land Acknowledgement.

5. Approval of Amended Agenda and Consent Agenda Items:

- A. Council Worksession meeting minutes of October 26, 2023
- B. Payment of claims, wages and transfers for October 12, 2023, through November 3, 2023.

Councilmember Greenstein recommended amending the agenda to place agenda item 9.A immediately following agenda item 6.

Councilmember Cox moved to approve the amended agenda and consent agenda. Deputy Mayor Miller seconded. Motion carried.

6. Public Recognitions and Presentations:

- A. **Lacey Youth Council Report**
Youth Council Representatives

The following youth representatives provided reports to the Council:

Eliana Allin, Pope John Paul II
Zury Ramirez-Plascencia, North Thurston High School
Anthony Santiago, River Ridge High School
Nathaniel Clay, Timberline High School

9. Proclamations:

- A. **Small Business Saturday**
Blake Knoblauch, Executive Director, Lacey South Sounds Chamber & Visitors Center

Deputy Mayor Miller, and Council, proclaimed Saturday, November 25, 2023, as Small Business Saturday. Blake Knoblauch, Executive Director, Lacey South Sound Chamber & Visitors Center accepted the proclamation.

7. Public Comment:



Verbal Public Comments: The deadline to pre-register to speak via Zoom was 4:00 p.m. the day of the meeting.

Zero (0) people signed up to speak via Zoom.

Five (5) people signed up to speak at the meeting.

Shane Hunter, Lacey resident, provided public comment regarding Home Owner's Association (HOA) concerns.

Jim Smith, Lacey resident, provided public comment regarding HOA concerns.

Heather McArthur signed in, but did not wish to speak.

Brandon Gardner, Lacey resident, provided public comment regarding HOA concerns.

Joshua King, Lacey resident, provided public comment regarding HOA concerns.

Written Public Comments: The deadline to submit written public comments was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

Zero (0) written public comments were received.

8. Public Hearing:

A. Draham Road Annexation - Project No 23-306

Ryan Andrews, Planning Manager

Councilmember Greenstein opened the Draham Road Annexation Public Hearing at 6:30 p.m.

Verbal Public Testimony: The deadline to pre-register to speak and provide public testimony was 4:00 p.m. the day of the meeting.

Zero (0) – people signed up to provide public testimony via Zoom.

One (1) – person signed up to speak at the meeting.

David Toyer, Land Use Consultant, provided public testimony in support of the annexation.

Written Public Comments: The deadline to submit written public testimony was 4:00 p.m. the day of the meeting. Written comments are not addressed during the



meeting; however, they are added to the official record.

Zero (0) - written public testimony was received.

Councilmember Greenstein closed the Draham Road Annexation Budget Hearing at 6:31 p.m.

Councilmember Steadman moved to approve the preparation and filing of a Notice of Intent to Annex for the Draham Road Annexation, Project Number 23-306, with the Boundary Review Board for Thurston County. Councilmember Kunkel seconded. Motion carried.

B. Proposed 2024 Budget Hearing

Troy Woo, Finance Director

Councilmember Greenstein opened the Proposed 2024 Budget Public Hearing at 7:05 p.m.

Verbal Public Testimony: The deadline to pre-register to speak and provide public testimony was 4:00 p.m. the day of the meeting.

Zero (0) – people signed up to provide public testimony via Zoom.

One (1) – person signed up to speak at the meeting.

Joshua King, Lacey resident, provided comments regarding identifying opportunities for HOA resources within the City's budget.

Written Public Comments: The deadline to submit written public testimony was 4:00 p.m. the day of the meeting. Written comments are not addressed during the meeting; however, they are added to the official record.

Zero (0) - written public testimony was received.

Councilmember Greenstein closed the First 2024 Budget Hearing at 7:10 p.m.

10. Referral from Planning Commission:

11. Referral from Hearings Examiner:

12. Resolutions:

A. Resolution 1141: Authorizing Ad Valorem Tax

Troy Woo, Finance Director



Staff presented Resolution 1141. The proposed resolution authorizes an increase of the 2024 Ad Valorem tax levy by one percent over the tax levy of 2023, which is equal to \$84,887.

Deputy Mayor Miller moved to adopt Resolution 1141, authorizing the Ad Valorem Tax. Councilmember Kunkel seconded. Motion carried.

13. Ordinances:

A. Ordinance 1644: Ad Valorem Tax

Troy Woo, Finance Director

Staff presented Ordinance 1644. The proposed ordinance sets the 2024 property tax levies.

Councilmember Cox moved to adopt Ordinance 1644, authorizing the Ad Valorem Tax. Councilmember Greenstein seconded. Motion carried.

B. Ordinance 1645: Modifying the Public Utility Tax Rate

Troy Woo, Finance Director

Staff presented Ordinance 1645. The proposed ordinance amends LMC 3.01.040, modifying the public utility business tax rate on water distribution.

Councilmember Steadman moved to adopt Ordinance 1645, modifying the Public Utility Tax Rate. Deputy Mayor Miller seconded. Motion carried.

C. Ordinance 1646: 2024-2027 Water Rate Ordinance

Troy Woo, Finance Director

Staff presented Ordinance 1646. The proposed ordinance amends LMC 13.32.030, establishing water rates for 2024 through 2027.

Councilmember Greenstein moved to adopt Ordinance 1646, authorizing the 2024-2027 Water Rate Ordinance. Councilmember Cox seconded. Motion carried.

D. Ordinance 1647: 2024-2027 Sewer Rate Ordinance

Troy Woo, Finance Director

Staff presented Ordinance 1647. The proposed ordinance amends LMC 13.16.060 and 13.16.061, establishing sewer rates for 2024 through 2027.



Councilmember Steadman moved to adopt Ordinance 1647, authorizing the 2024-2027 Sewer Rate Ordinance. Councilmember Kunkel seconded. Deputy Mayor Miller and Councilmembers Greenstein, Steadman and Cox voted in favor. Councilmember Kunkel voted against. Motion carried.

E. Ordinance 1648: 2024-2025 Stormwater Rate Ordinance

Troy Woo, Finance Director

Staff presented Ordinance 1648. The proposed ordinance amends LMC 13.70.030, establishing stormwater rates for 2024 and 2025.

Deputy Mayor Miller moved to adopt Ordinance 1648, authorizing the 2024-2025 Stormwater Rate Ordinance. Councilmember Cox seconded. Motion carried.

14. Mayor's Report:

15. City Manager's Report:

16. Standing General Committees:

A. Transportation Committee

Meeting of November 7, 2023

Deputy Mayor Miller reported the November 7, 2023, Transportation Committee did not have a quorum and therefore was not held.

17. Other Business:

18. Boards, Commissions and Committee Reports:

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

Mayor Ryder was excused and no reports were provided.



B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Thurston Thrives

Deputy Mayor Miller did not provide any reports.

C. Councilmember Lenny Greenstein:

1. Emergency Medical Services (EMS)
2. TCOMM911

Councilmember Greenstein did not provide any reports.

D. Councilmember Michael Steadman:

1. Nisqually River Council
2. Thurston County Law & Justice Council

Councilmember Steadman did not provide any reports.

E. Councilmember Carolyn Cox:

1. Climate Action Steering Committee
2. LOTT Clean Water Alliance
3. Regional Housing Council

Councilmember Cox provided reports for LOTT Clean Water Alliance and the Regional Housing Council.

F. Councilmember Ed Kunkel:



1. Joint Animal Services Commission (JASCOM)
2. Lacey South Sound Chamber
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
4. Solid Waste Advisory Committee (SWAC)

Councilmember Kunkel provided a report for the Joint Animal Services Commission (JASCOM).

G. Councilmember Robin Vazquez:

1. Intercity Transit Authority
2. Olympic Region Clean Air Agency (ORCAA)
3. Thurston Regional Planning Council (TRPC)
4. Thurston County Board of Health

Councilmember Vazquez was excused. Councilmember Cox provided a report for Intercity Transit Authority as alternate.

19. Adjourn

Councilmember Greenstein adjourned the meeting at 7:57 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____





City of Lacey, Washington
City Council Special Meeting Minutes
Thursday, November 30, 2023 - Council Chambers and Online

1. Call to Order

Mayor Ryder called the meeting to order at 4:01 p.m.

2. Roll Call

Council Present

Mayor Andy Ryder
Deputy Mayor Malcolm Miller (remote)
Councilmember Lenny Greenstein (remote)
Councilmember Michael Steadman
Councilmember Carolyn Cox (remote)
Councilmember Ed Kunkel (remote)
Councilmember Robin Vazquez

Staff Present

Rick Walk, City Manager
Shannon Kelley-Fong, Assistant City Manager
Scott Egger, Public Works Director
Dave Schneider, City Attorney
Peter Brooks, Water Resources Manager
Elissa Fontaine, City Clerk

3. Approval of Agenda

Councilmember Vazquez moved to approve the agenda. Councilmember Steadman seconded. Motion carried.

4. Agenda Items

A. Executive Session

Pursuant to RCW 42.30.110(1)(i)

Mayor Ryder announced the City Council will convene for an executive session to discuss pending litigation as allowed by RCW 42.30.110(1)(i).

Council will take a three-minute (3) recess to get set up and the executive session will begin at 4:05 p.m. Council will be in the executive session for fifteen (15) minutes, and will reconvene at 4:20 p.m.

Mayor Ryder called the Special Meeting back to order at 4:20 p.m. No actions were taken.

5. Adjourn

Mayor Ryder called the meeting adjourned at 4:20 p.m.





LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director

ORIGINATED BY: Troy Woo, Finance Director *TW*
Alix Turcotte, Senior Accountant *AT*
Carrie Bode, Accounting Technician *CB*

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 11/1/2023 through 11/24/2023. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	11/10/2023	272536	272609	1,533,613.98
	11/17/2023	272610	272676	194,330.30
	11/24/2023	272677	272775	224,340.47

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	11/1/2023	497,962.50
	11/6/2023	3,006,904.84
11/7/2023		11,715.82
	11/7/2023	129,530.34
	11/9/2023	110.80
	11/10/2023	285,794.01
	11/13/2023	63.65
	11/13/2023	903.00
	11/14/2023	30.00
	11/15/2023	38.04
	11/16/2023	141.01
	11/16/2023	601.85
11/17/2023		3,418,714.96
	11/24/2023	525,533.27

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Bud Clary Ford/Hyundai	\$ 50,702.60	Vehicle Purchase
LOTT Wastewater Alliance	\$ 119,726.08	LOTT Reserve Capacity Oct 2023
LOTT Wastewater Alliance	\$ 1,223,267.36	October 2023 ERU's
Badger Meter, Inc.	\$ 90,184.20	1" Meter Inventory
Badger Meter, Inc.	\$ 50,550.68	1 ½" Meters
Badger Meter, Inc.	\$ 72,127.65	2" Meters
KMB Architects	\$ 75,650.60	New Police Station Facility Design
Malcolm Drilling Company	\$ 107,311.05	S06 Water Rights
McClure and Son, Inc.	\$ 242,379.49	Beachcrest Wellfield PH
Nisqually Indian Tribe	\$ 78,105.00	October 2023 Inmate Support
Pacific Civil & Infrastructure	\$ 307,114.55	Lift Station 19 Replacement
Phoenix Fabricators	\$ 1,001,879.86	Terry Cargil Reservoir
Tucci & Sons, Inc.	\$ 1,115,615.75	2023 Overlay Phase 1
Washington Trust Bank	\$ 58,716.61	Tucci & Sons Escrow Account
Pacific Point Defense	\$ 51,500.00	Indigent Defense Services
Superion LLC	\$ 71,809.48	Software Annual Maintenance
T Bailey, Inc.	\$ 258,349.60	HP Sister Standpipe
US Bank NA	\$ 497,962.50	Debt Service Principal & Interest
Thurston Co. Title	\$ 3,006,904.84	Police Station Property
WA State Dept of Revenue	\$ 129,530.34	October 2023 Excise Taxes



LACEY CITY COUNCIL MEETING

December 07, 2023

SUBJECT: 2024 Federal and State Legislative Agendas

RECOMMENDATION: Motion: To adopt 2024 Federal Legislative Agenda, the 2024 State Legislative Agenda, and the 2024 State Legislative Manual.

STAFF CONTACT: Rick Walk, City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

ATTACHMENTS:

1. 2024 State Legislative Agenda
2. 2024 State Legislative Agenda – Accessible Copy
3. 2024 State Legislative Manual
4. 2024 Federal Legislative Agenda
5. 2024 Federal Legislative Agenda – Accessible Copy

FISCAL NOTE: Not applicable

PRIOR REVIEW: [City Council Worksession – November 09, 2023](#)

BACKGROUND: Annually, the City of Lacey establishes priorities for the upcoming federal and the Washington state legislative session.

The 2024 Federal Legislative Agenda, the 2024 State Legislative Agenda, and the 2024 State Legislative Manual are intended to reflect the City's current policies and priorities at the federal and state level, respectively. These documents help support the City in achieving its legislative priorities in 2024 and beyond.

Next Steps. Upon review, the Lacey City Council could consider one of the following four options:

Option 1: Motion to adopt the 2024 Federal Legislative Agenda, the 2024 State Legislative Agenda, and the 2024 State Legislative Manual.

Option 2: Take no action; Do not adopt the 2024 Federal Legislative Agenda, the 2024 State Legislative Agenda, and the 2024 State Legislative Manual.

Option 3: Provide direction to City staff on other elements to consider. After further diligence on these elements, City Staff would then return to the Lacey City Council to review additional materials for consideration.

Option 4: Some other option not contemplated in the above options.

Staff recommends option 1.



2024 Federal Legislative Priorities

COMMUNITY PROJECTS

- 1 Emergency Coordination Center
 - 2 College Street Corridor Safety Improvements
 - 3 I-5 Corridor from Tumwater to Mounts Road and the Nisqually River Delta
- FUTURE: Lacey Museum and Cultural Center in Depot District
FUTURE: Joint Animal Services: Regional Animal Facility
FUTURE: Childcare and Early Learning Access: Young Child and Family Center

POLICY POSITIONS

- 4 Support Build America, Buy America
- 5 Support Septic-to-Sewer Conversion Program
- 6 Support a National Housing and Homeless Outreach Strategy to Help Communities Address an Ongoing and Growing Crisis of Unsheltered Populations
- 7 Support the Defense Community Infrastructure Program (DCIP) and Encourage the Department of Defense to Fund Projects that Enhance Military Family Quality of Life
- 8 Continued Support of Community Programs, such as Community Development Block Grant Program, COPS Grant, and more.
- 9 Support the Homes for Every Local Protector, Educator, and Responder (HELPER) Act



Adopted by the Lacey City Council on December XX, 2023

LACEY CITY COUNCIL

Andy Ryder, Mayor
Malcolm Miller, Deputy Mayor
Lenny Greenstein, Councilmember
Michael Steadman, Councilmember
Carolyn Cox, Councilmember
Ed Kunkel, Councilmember
Robin Vazquez, Councilmember

COMMUNITY PROJECTS

1 EMERGENCY COORDINATION CENTER



The City is planning for a new police station that will include an Emergency Coordination Center (ECC) to replace the current makeshift 300-square-foot meeting room serving this role. Like many local jurisdictions around the country, the City was underprepared for the global pandemic and remains inadequately prepared to handle other major emergency incidents. The ECC will support the community by providing resources, coordinating communications and advance warnings, prioritizing response during an emergency, and implementing recovery programs. The ECC is anticipated to include over 1,440 square feet of mission-critical equipment, including: radios, an emergency generator, state-of-the-art technologies, and systems, and more.

The City seeks federal funding for equipment to develop a new ECC that better serves the community in times of crisis.

2 COLLEGE STREET CORRIDOR IMPROVEMENTS

The College Street corridor carries an estimated 32,000 vehicles each day and is the primary north south link connecting the City, as well as other Thurston County communities. The corridor serves as a vital access point to local schools, services, and multimodal transportation options for many, including several low-income communities. College Street has over 130 driveways, many T-sections and inefficient four-way intersections that result in serious vehicle safety hazards. Other users of the corridor (including elementary school children traveling to school) face narrow sidewalks, the absence of bike infrastructure, and a scarcity of welcoming infrastructure that compounds these safety challenges.



The City intends to apply for a RAISE grant again and is evaluating other federal funding opportunities such as a Safe Streets for All implementation grant.

3 I-5 CORRIDOR FROM TUMWATER TO MOUNTS ROAD AND THE NISQUALLY RIVER DELTA



Interstate 5 (I-5) is the lifeline of commerce, transportation, and Joint Base Lewis McChord's (JBLM) mission readiness in the Puget Sound Region. However, the current I-5 design impedes critical ecological functions of the Nisqually River Delta critical to salmon survival, is at risk of being flooded by the Nisqually River resulting in national security concerns, and is inadequate to meet the growing commerce and transportation demands of our state.

In 2022, the Washington State Legislature recognized the need to address the challenges of this corridor and allocated \$75 million in the Move Ahead Washington package specifically for planning of the Nisqually River delta (Mounts Road to Marvin Road) portion of the corridor.

The City remains committed to long-term solutions along this corridor, which is essential to the state's environmental, commerce, and transportation priorities, as well JBLM's mission readiness. The City continues to work with local partners to advocate for advancement of this project as a unified voice and recognizes the need for federal investments.



LACEY MUSEUM AND CULTURAL CENTER IN THE DEPOT DISTRICT

For over a decade, the City has worked on creating a new museum and cultural center in the Depot District where community members can meet-up, learn, connect with Lacey's rich history, and experience Lacey amenities and community events. The City has already made considerable investments to establish the Depot District,

including constructing a replica of the historic train depot with a train-themed playground, as well as adding picnic tables and public restrooms. The museum and cultural center will serve as the east anchor of the Depot District and will add significant civic value and enhance community identity in the area. To date, the City has leveraged multiple funding sources to complete the facility's design and in 2022 focused on bringing the site to a pre-development state. In the future, the City anticipates requesting federal funding to leverage its local and state investments for construction of the museum and cultural center.

FUTURE PROJECTS

JOINT ANIMAL SERVICES: REGIONAL ANIMAL FACILITY

Joint Animal Services (JAS) is the animal shelter and control agency for the cities of Lacey, Tumwater, and Olympia, and unincorporated Thurston County and serves over 303,976 community members in 774 square miles of urban and rural terrain. JAS provides critical community services such as humane law enforcement, sheltering and medical care of strays (intake of over 2,600 animals in 2022), impounded and surrendered animals, adoptions, licensing, temporary emergency housing, and more. JAS moved into their existing facility in 1996 which was formerly a warehouse and wasn't built to meet industry standards of care or to grow with the community. A recent study of the facility found that it is failing and requires significant investment to maintain. JAS partners, Lacey, Tumwater, and Olympia, and Thurston County, are starting efforts to construct a new JAS shelter facility that will allow them to continue to provide this critical community need. Preliminary cost estimates are approximately \$20 million.

POLICY POSITIONS

4 SUPPORT BUILD AMERICA, BUY AMERICA

While the City supports the underlining goals of the Build America, Buy America Act (BABA), it presents significant challenges for communities like Lacey that are eager to put federal investments from the Infrastructure and Jobs Act and the Inflation Reduction Act to use. Inflexibility and ongoing global supply chain disruptions are leaving many projects out of consideration or unable to move forward as procuring eligible components is time consuming and can become cost prohibitive.

The City has significant concerns about meeting daunting BABA requirements. The City urges efforts to provide increased BABA flexibility for infrastructure projects.

A few examples of how BABA impacts the City's infrastructure programs:

- For a recent electric vehicle charger project, the City could not acquire equipment that met the City's needs and BABA requirements. This resulted in removing Type II chargers from the federal project with the City assuming the cost of this infrastructure.
- The City estimates that BABA requirements could double the cost of materials for the upcoming Lacey Police Station. This effectively makes federal funding that requires BABA impractical.



5 SEPTIC-TO-SEWER CONVERSION PROGRAM



The City is committed to finding collaborative ways to convert aging, and in many cases failing, septic systems to the City's wastewater system. The City estimates there are 1,981 septic systems within Lacey and 7,852 within the Urban Growth Area. Eliminating these septic systems protects the environment and benefits community health by reducing effluent from entering into groundwater. Recently, the City Council approved over \$5 million for water and wastewater improvements, including septic to sewer conversions, in a neighborhood where contaminants from septic systems were impacting groundwater and aquifers in the area. The City is looking to continue investing in these types of conversions in future years.

The City urges Congress to appropriate funding to the Connections to Publicly Owned Treatment Works grant program, which was authorized in the IIJA but not funded. This program is an ideal funding stream for the City's Septic-to-Sewer Conversion Program.

LAND ACKNOWLEDGEMENT

We are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

CHILDCARE AND EARLY LEARNING ACCESS: YOUNG CHILD AND FAMILY CENTER

Research consistently shows high-quality, early-learning programs have a real, sustained impact on the life outcomes of children and families. At the same time, demand for high-quality childcare programs has outpaced industry growth for several years. COVID-related operating restrictions and decreased enrollment have caused over 30% of childcare centers to close. North Thurston Public Schools service area falls within an "extreme childcare access desert." This area is in dire need of additional recreation facilities. In a recent City study, community members clearly communicated this need. Specifically, residents ranked the addition of a public aquatic facility and more indoor recreation opportunities as two of the highest local needs. This center will combine a state-of-the-art, early-learning center with a family recreation facility focused on providing developmentally appropriate recreation activities for youth ages 3 to 5 and their families. The City, North Thurston Public Schools, and South Sound YMCA are partnering to see the feasibility of a Young Child and Families Center, estimated to cost around \$50 to \$70 million.



POLICY POSITIONS - CONT'D

6 SUPPORT A NATIONAL HOUSING AND HOMELESS OUTREACH STRATEGY TO HELP COMMUNITIES ADDRESS AN ONGOING, GROWING CRISIS OF UNSHELTERED POPULATIONS

The nation is confronted with a homeless crisis on a scale not seen since the Great Depression that has deepened with the continuation of the COVID-19 pandemic. The lack of affordable housing plays a substantial role in the rise of homelessness. For many others, behavioral health issues, such as mental illness or an addiction to drugs and alcohol, is the entry into homelessness. The lack of a consistent, coordinated strategy means the impact of homelessness is disproportionately borne by local communities and jurisdictions across the nation. Direct participation by the federal government is needed, due to the magnitude and the complexity of the problem, requiring new federal programs and solutions to affectively address homelessness.



The City strongly supports legislation like the Ending Homeless Act to provide resources programs need to effectively address the housing and homeless crisis in America, in addition to increasing the Low-Income Housing Tax Credit, a critical tool to encourage private investment in the production and preservation of affordable housing. The City also believes investments in our nation's mental health systems are critical to combating the homeless crisis and supports efforts such as the Bipartisan Addiction and Mental Health Task Force.

7 SUPPORT THE DEFENSE COMMUNITY INFRASTRUCTURE PROGRAM (DCIP) AND ENCOURAGE THE DEPARTMENT OF DEFENSE TO FUND PROJECTS THAT ENHANCE MILITARY FAMILY QUALITY OF LIFE

The Defense Community Infrastructure Program (DCIP) is designed to address deficiencies in infrastructure for communities that support military installations in order to enhance military value, installation resilience, and military family quality of life. An estimated 70% of the active-duty members serving at Joint-Base Lewis-McChord live off base and in communities across the South Sound. Approximately, 10% of off-base, active-duty members call Lacey home.



The City urges continuing support for the DCIP program and that the program remain eligible for needed capital investments on and off military installations that improve the mission readiness of the base and the quality of life of military families.

8 CONTINUED SUPPORT OF COMMUNITY PROGRAMS — COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, COPS GRANT, AND MORE LIFE

The City urges continuing support to provide and enhance funding for community programs such as CDBG and COPS, critical funding streams for communities like Lacey seeking to enhance public safety and the community's quality of life.

9 SUPPORT THE HOMES FOR EVERY LOCAL PROTECTOR, EDUCATOR, AND RESPONDER (HELPER) ACT

The City strongly supports the HELPER Act which would create a home loan program within the Federal Housing Administration allowing first responders across the country to obtain a low-interest, fully insured home loan with no down payment and no monthly mortgage insurance costs. This program would make homeownership more affordable for our community's law enforcement officers, fire fighters, EMTs, paramedics, and pre K-12 teachers.

Government
Relations webpage:



FOR MORE INFORMATION

CITY OF LACEY

Shannon Kelley-Fong, Assistant City Manager
SKelley@ci.lacey.wa.us | 360.412.2890

GOVERNMENT AFFAIRS

Joel Rubin, Partner, CFM Advocates
joelr@cfmdc.com | 202.347.9171



CITY OF **LACEY**

2024 Federal Legislative Priorities

LACEY CITY COUNCIL

Andy Ryder, Mayor

Malcolm Miller, Deputy Mayor

Lenny Greenstein

Michael Steadman

Carolyn Cox

Ed Kunkel Robin Vazquez

Adopted by Lacey City Council on December X, 2023

View document online: QR code

CITY OF LACEY | 420 COLLEGE STREET SE | LACEY, WA 98503 | 360.491.3214 |
CI.LACEY.WA.US

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FUTURE: Lacey Museum and Cultural Center in Depot District

FUTURE: Joint Animal Services: Regional Animal Facility

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FOR MORE INFORMATION

CITY OF LACEY

Shannon Kelley-Fong, Assistant City Manager
SKelley@ci.lacey.wa.us | 360.412.2890

GOVERNMENT AFFAIRS

Joel Rubin, Partner, CFM Advocates
joelr@cfmdc.com | 202.347.9171



LACEY CITY COUNCIL MEETING

December 07, 2023

SUBJECT: 2024 Federal and State Legislative Agendas

RECOMMENDATION: Motion: To adopt 2024 Federal Legislative Agenda, the 2024 State Legislative Agenda, and the 2024 State Legislative Manual.

STAFF CONTACT: Rick Walk, City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ORIGINATED BY: City Manager's Department

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FISCAL NOTE: Not applicable

PRIOR REVIEW: [City Council Worksession – November 09, 2023](#)

BACKGROUND: Annually, the City of Lacey establishes priorities for the upcoming federal and the Washington state legislative session.

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Option 4: Some other option not contemplated in the above options.

Staff recommends option 1.



2024 State Legislative Priorities

CAPITAL BUDGET REQUESTS

See inside pages for more details.

1 EMERGENCY COORDINATION CENTER

The City is currently planning for a new police station that will include a fully equipped Emergency Coordination Center (ECC). Like many local jurisdictions around the country, the City was underprepared for the global pandemic. Currently, the City is also inadequately prepared to handle other major emergency incidents, natural or human-made. The ECC would support the community by enabling multi-agency coordination which ensures the City is more efficient at providing resources, coordinating communications and advance warnings, prioritizing response during an emergency, and implementing recovery programs. The ECC is anticipated to include over 1,440 square feet of mission-critical equipment, including: workstations, monitors, radios, emergency generator, emergency management software, and more. This project will break ground in Winter of 2024 and open in the Fall of 2025.

The City requests \$500,000 to help develop a new ECC to better serve the community in times of crisis.

2 REGIONAL ATHLETIC COMPLEX LED REPLACEMENT LIGHTS

The Regional Athletic Complex (RAC) is one of the finest outdoor sporting venues in the state. This 100-acre, regional facility features spectacular views of Mt. Rainier, five softball/baseball fields, and six regulation-size soccer/football/rugby fields, as well as picnic and outdoor event facilities, playgrounds, a concession stand, two miles of walking trails, family restrooms and much more. This project will convert 239 aging high-intensity discharging (HID) lamps to more energy efficient light-emitting diode (LED) lights. This conversion will bring the facility into alignment with the City's adopted climate plan, the Thurston Climate Mitigation Plan, which calls for LED lighting installation in public-sector buildings and infrastructure. Compared to the HID lamps, LEDs are safer, produce brighter light, provide lighting you can control, last significantly longer, and do not contain mercury.

The City requests \$300,000 to make these improvements and help support environmental resilience, energy conservation, youth sports, and economic development.

3 DEVELOP LONG-TERM FUNDING SOLUTION TO AID SUPPORTIVE HOUSING ACQUISITIONS

The City appreciates the state's continued leadership in responding to the homeless crisis. With the Rights of Way Initiative, Thurston County received \$37M to acquire a hotel and turn it into emergency housing, Maple Court. The long-term plan is to convert this enhanced shelter into needed permanent supportive housing. This conversion will require significant capital investment. Although the State committed \$2M to operating costs for the first two years of this project, the City and other local partners are concerned with long-term operating needs and future capital investments.

The City requests a sustainable operating and capital funding source(s) for the continued success of supportive housing funded initiatives and other similar projects across the state.

4 CONTINUE FUNDING FOR DEFENSE COMMUNITY COMPATIBILITY ACCOUNT (DCCA)

The 2023-25 Capital Budget invests \$35.8 million in defense community compatibility projects throughout the state. This investment leverages over \$126 million in local and federal funds.

The City requests the State legislature prioritize ongoing investment in this grant program that supports civilian communities near military installations.

5 CONTINUE FOCUSING ON I-5 CORRIDOR BETWEEN MOUNTS ROAD & TUMWATER

Interstate 5 (I-5) is the lifeline of commerce, transportation, and JBLM's mission readiness in the Puget Sound Region. However, the current design of I-5 impedes critical ecological functions of the Nisqually River Delta critical to salmon survival, is at risk of being flooded by the Nisqually River resulting in national security concerns, and is inadequate to meet the growing commerce and transportation demands of our state.

The City remains committed to long-term solutions along this corridor which is essential to the state's environmental, commerce, and transportation priorities, as well Joint Base Lewis-McChord's mission readiness.

In 2022, the State Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) and in 2023, continued advocacy resulted in programming of these funds, \$32.5 million in 2025-2027 and \$26M in 2027-2029.

These are important steps but more work is necessary in the future.

While continuing to work with Washington State Department of Transportation (WSDOT) and regional partners on a holistic approach to the I-5 corridor, the City supports planning for and implementing practical solutions, like prioritizing the design and construction of the funded State Route 507 roundabouts. The City also supports a future part-time shoulder use project on south-bound I-5 between Sleater-Kinney and Henderson Boulevard.

LACEY CITY COUNCIL

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Michael Steadman
Carolyn Cox
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Adopted by Lacey City Council on December XX, 2023

Government
Relations webpage:



CITY OF LACEY: CAPITAL BUDGET REQUEST

1 EMERGENCY COORDINATION CENTER

CAPITAL BUDGET REQUEST: The City requests \$500,000 to develop a new Emergency Coordination Center (ECC) to better serve the community in times of disaster and crisis.

Project Description

Over the past two years, the City has been working on developing a new Lacey Police Station. The new station will be approximately 40,000 square feet to meet community needs now and for the next 30-40 years. The project includes a plan to construct a dedicated space for an ECC, which the City does not currently have.

Currently, during a major emergency or public safety incident, the City uses a makeshift 300-square-foot meeting room within City Hall. This space can only accommodate ten people at a time. This set-up slows down and limits the City's emergency management and preparedness capabilities. In addition, the space does not meet recommended FEMA design functions for an ECC as it is not flexible, sustainable, secure, strategically located, or fully interoperable.

The City plans to include an ECC that is at least 1,440 square feet and built to current category IV standards in the new police station. The ECC would have enough space to maintain City operations for over 72 hours and serve as the City's central coordination point for:

- All Large-scale Emergency Operations.
- Information Gathering and Dissemination, Including Meeting all Main Functions within National Incident Management Systems (NIMS) Command and Coordination.
- Coordination with Local Governments, Outside Contractors, Mutual Aid, and Volunteer Organizations Active in Disaster (VOADs).
- And more!



EOC FEATURES:

- 1,440 sq.ft. Facility @ approximately \$750 per sq.ft.
- Laptop Work Stations
- Large, Wall-mounted Monitors
- Storage Space for Technology and Equipment
- Operational Supplies and Equipment Outlets, Network Drops, Wiring and Infrastructure Required for an EOC
- Communication Equipment for Local and Areawide Information Management
- Kitchenette
- IT Server Closet
- Emergency Generator
- State-of-the-art Technology Solutions

During non-emergency periods, the ECC would serve as an ADA-accessible event and meeting space for the community and City.



CITY OF LACEY: CAPITAL BUDGET REQUEST

2 REGIONAL ATHLETIC COMPLEX LED REPLACEMENT LIGHTS

CAPITAL BUDGET REQUEST: The City requests \$300,000 for these improvements and to help support environmental resilience, energy conservation, youth sports, and economic development.

Project Description



The Regional Athletic Complex (RAC) is one of the finest outdoor sporting venues in the state. This 100-acre, regional facility features spectacular views of Mt. Rainier, five softball/baseball fields, and six regulation-size soccer/football/rugby fields, as well as picnic and outdoor event facilities, playgrounds, a concession stand, two miles of walking trails, family restrooms and much more. This project will convert 239 aging high-intensity discharging (HID) lamps to more energy efficient light-emitting diode (LED) lights. This conversion will bring the facility into alignment with the City's adopted climate plan, the Thurston Climate Mitigation Plan, which calls for LED lighting installation in public-sector buildings and infrastructure.

This project will convert 239 aging high-intensity discharging (HID) lamps to more energy efficient light-emitting diode (LED) lights to bring the facility into alignment with the City's adopted climate plan, the Thurston Climate Mitigation Plan, which calls for LED lighting installation in public-sector buildings and infrastructure. Compared to the HID lamps, LEDs are safer, produce brighter lights, provide lighting you can control, last significantly longer and do not contain mercury.

PROJECT FUNDING SOURCES

City of Lacey	\$1,000,000
RCO Youth Athletic Field Funding or WWRP (2024)	\$329,000
Other funding sources	\$771,000
State of Washington - Capital Projects	\$300,000
TOTAL	\$2,100,000



LAND ACKNOWLEDGEMENT

We are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

During the 2023 Legislative session, several significant City-championed achievements were accomplished, including:

- Secured total investments of \$1.15 million for the new Greg Cuoio Park for an ADA-accessible path and inclusive playground.
- Secured investment of \$103,000 to upgrade a transformer at the Regional Athletic Complex to meet community demand for electric vehicle charging stations.
- Helped address some of the City of Lacey's public safety concerns, including: the commercial airport citing process; law enforcement vehicle pursuits to allow peace officers to return to a reasonable suspicion standard for certain dangerous crimes; and reaching an agreement to permanently address the criminality of drug possession and use in Washington.
- Continued state leadership on the homeless crisis by adopting an operating budget that supplied \$60 million to local governments and non-profits to provide housing and other wrap-around services to unhoused individuals residing in state rights-of-ways.
- Continued advocacy for Interstate 5 Corridor improvements between Mounts Road & Tumwater resulting in the transportation budget programming \$32.5 million in 2025-2027 and \$26M in 2027-2029 for this project.

THANK
YOU

CITY OF LACEY: 2023 STATE LEGISLATIVE PRIORITIES

FUTURE PROJECTS:

6 **CHILDCARE AND EARLY LEARNING ACCESS: YOUNG CHILD AND FAMILY CENTER**

There is a critical need for early learning and indoor recreation resources in Lacey. **The demand for high-quality childcare programs has outpaced industry growth for several years with a nationwide decrease in supply starting in 2019.** The City supports policies and programs that increase access to affordable, quality childcare in Washington and policies that expand access to preschool. The COVID-19 pandemic exacerbated this crisis. Beginning in the spring of 2020, COVID-related operating restrictions and decreased enrollment caused over 30% of childcare centers to close. According to the Washington State Department for Children, Youth & Families (DCYF), most North Thurston Public Schools (NTPS) service area falls within an "extreme childcare access desert." The City, NTPS, and South Sound YMCA are partnering to assess the feasibility of a Young Child and Families Center, estimated to cost around \$50 to \$70 million.



7 **JOINT ANIMAL SERVICES: REGIONAL ANIMAL FACILITY**

Joint Animal Services (JAS) is the animal shelter and control agency for the cities of Lacey, Tumwater, and Olympia, and unincorporated Thurston County and serves over 303,976 community members in



774 square miles of urban and rural terrain. JAS provides humane law enforcement, sheltering and medical care of strays (intake of over 2,600 animals in 2022), impounded and surrendered animals,

adoption services, licensing, temporary emergency housing, and more. In 1996, JAS moved into their existing facility which was formerly a warehouse. **A recent study found that the facility is failing and requires significant investment to maintain.** In addition, the facility was not purpose built and the spaces do not meet current industry standards of care. Finally, JAS operations have outgrown the space. JAS partners, Lacey, Tumwater, and Olympia, and Thurston County, are starting efforts to construct a new JAS shelter facility, estimated to cost around \$20 to \$25 million.

8 **THURSTON COUNTY REGIONAL BASIC LAW ENFORCEMENT ACADEMIES AND TRAINING CENTER**

Police departments across Washington state are experiencing significant police staffing shortages.

The City supports ongoing and enhanced funding for Basic Law Enforcement Academies (BLEA). As communities continue to

grow and increasing numbers of law enforcement personnel retire, it is imperative this program receive adequate funding to provide training opportunities for new hires. **The City supports the creation of more regional BLEA academies and requests future funding be allocated to provide a training center and two BLEA classes in Thurston County to expedite the training of police officers once hired.**

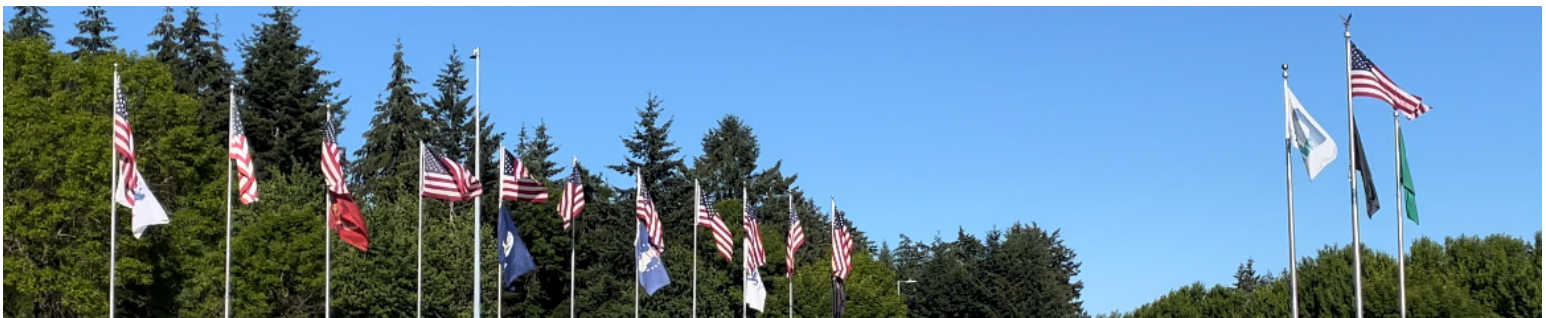


CITY OF LACEY ALSO SUPPORTS THE TOP LEGISLATIVE PRIORITIES OF:

Association of Washington Cities
South Sound Military & Communities Partnership
Thurston County Shared Legislative Agenda

Regional Housing Council - Top Three Legislative priorities:

1. Increase funding for rent assistance and low-income renters
2. Long-term operational funds for Rights-of-Way Initiative projects
3. Increased funding for Housing Trust Fund



FOR MORE INFORMATION

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CITY OF **LACEY**

2024 State Legislative Priorities

LACEY CITY COUNCIL

Andy Ryder, Mayor

Malcolm Miller, Deputy Mayor

Lenny Greenstein

Michael Steadman

Carolyn Cox

Ed Kunkel Robin Vazquez

Adopted by Lacey City Council on December X, 2023

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LAND ACKNOWLEDGEMENT

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CAPITAL BUDGET REQUESTS

See inside pages for more details.

1. CAPITAL REQUEST: Emergency Coordination Center

The City is currently planning for a new police station that will include a fully equipped Emergency Coordination Center (ECC). Like many local jurisdictions around the country, the City was underprepared for the global pandemic. Currently, the City is also inadequately prepared to handle other major emergency incidents, natural or

human-made. The ECC would support the community by enabling multi-agency coordination which ensures the City is more efficient at providing resources, coordinating communications and advance warnings, prioritizing response during an emergency, and implementing recovery programs. The ECC is anticipated to include over 1,440 square feet of mission-critical equipment, including: workstations, monitors, radios, emergency generator, emergency management software, and more. This project will break ground in Winter of 2024 and open in the Fall of 2025.

The City requests \$500,000 to help develop a new ECC to better serve the community in times of crisis.

2. CAPITAL REQUEST: Regional Athletic Complex LED Replacement lights

The Regional Athletic Complex (RAC) is one of the finest outdoor sporting venues in the state. This 100-acre, regional facility features spectacular views of Mt. Rainier, five softball/baseball fields, and six regulation-size soccer/football/rugby fields, as well as picnic and outdoor event facilities, playgrounds, a concession stand, two miles of walking trails, family restrooms and much more. This project will convert 239 aging high-intensity discharging (HID) lamps to more energy efficient light-emitting diode (LED) lights. This conversion will bring the facility into alignment with the City's adopted climate plan, the Thurston Climate Mitigation Plan, which calls for LED lighting installation in public-sector buildings and infrastructure. Compared to the HID lamps, LEDs are safer, produce brighter lights, provide lighting you can control, last significantly longer and do not contain mercury.

The City requests \$300,000 to make these improvements and help support environmental resilience, energy conservation, youth sports, and economic development.

3. Develop long-term funding solution to support supportive housing acquisitions.

The City appreciates the state's continued leadership in responding to the homeless crisis. With the Rights of Way Initiative, Thurston County received \$37M to acquire a hotel and turn it into emergency housing, Maple Court. The long-term plan is to convert this enhanced shelter into needed permanent supportive housing. This conversion will require significant capital investment. Although the State committed \$2M to operating costs for the first two years of this project, the City and

other local partners are concerned with long-term operating needs and future capital investments.

The City requests a sustainable operating and capital funding source(s) for the continued success of supportive housing funded initiatives and other similar projects across the state.

4. Continue funding for Defense Community Compatibility Account (DCCA)

The 2023-25 Capital Budget invests \$35.8 million in defense community compatibility projects throughout the state. This investment leverages over \$126 million in local and federal funds. The City requests the State legislature prioritize ongoing investment in this grant program that supports civilian communities near military installations.

5. Continue focus on I-5 Corridor between Mounts Road & Tumwater

Interstate 5 (I-5) is the lifeline of commerce, transportation, and JBLM's mission readiness in the Puget Sound Region. However, the current design of I-5 impedes critical ecological functions of the Nisqually River Delta critical to salmon survival, is at risk of being flooded by the Nisqually River resulting in national security concerns, and is inadequate to meet the growing commerce and transportation demands of our state.

The City remains committed to long-term solutions along this corridor which is essential to the state's environmental, commerce, and transportation priorities, as well as Joint Base Lewis-McChord's mission readiness.

In 2022, the State Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) and in 2023, continued advocacy resulted in programming of these funds, \$32.5 million in 2025-2027 and \$26M in 2027-2029.

These are important steps but more work is necessary in the future.

While continuing to work with Washington State Department of Transportation (WSDOT) and regional partners on a holistic approach to the I-5 corridor, the City supports planning for and implementing practical solutions, like prioritizing the

design and construction of the funded State Route 507 roundabouts. The City also supports a future part-time shoulder use project on southbound I-5 between Sleater-Kinney and Henderson Boulevard.

FUTURE PROJECTS:

6. Childcare and Early Learning Access: Young Child and Family Center

There is a critical need for early learning and indoor recreation resources in Lacey. The demand for high-quality childcare programs has outpaced industry growth for several years with a nation-wide decrease in supply starting in 2019. The City supports policies and programs that increase access to affordable, quality childcare in Washington and policies that expand access to preschool. The COVID-19 pandemic exacerbated this crisis. Beginning in the spring of 2020, COVID-related operating restrictions and decreased enrollment caused over 30% of childcare centers to close. According to the Washington State Department for Children, Youth & Families (DCYF), most North Thurston Public Schools (NTPS) service area falls within an “extreme childcare access desert.” The City, NTPS, and South Sound YMCA are partnering to assess the feasibility of a Young Child and Families Center, estimated to cost around \$50 to \$70 million.

7. Joint Animal Services: Regional Animal Facility

Joint Animal Services (JAS) is the animal shelter and control agency for the cities of Lacey, Tumwater, and Olympia, and unincorporated Thurston County and serves over 303,976 community members in 774 square miles of urban and rural terrain. JAS provides humane law enforcement, sheltering and medical care of strays (intake of over 2,600 animals in 2022), impounded and surrendered animals, adoption services, licensing, temporary emergency housing, and more. In 1996, JAS moved into their existing facility which was formerly a warehouse. **A recent study found that the facility is failing and requires significant investment to maintain.** In addition, the facility was not purpose built and the spaces do not meet current industry standards of care. Finally, JAS operations have outgrown the space. JAS partners, Lacey, Tumwater, and Olympia, and Thurston County, are starting efforts to construct a new JAS shelter facility, estimated to cost around \$20 to \$25 million.

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Police departments across Washington state are experiencing significant police staffing shortages. The City supports ongoing and enhanced funding for Basic Law Enforcement Academies (BLEA). As communities continue to grow and increasing numbers of law enforcement personnel retirement, it is imperative this program receive adequate funding to provide training opportunities for new hires. **The City supports the creation of more regional BLEA academies and requests future funding be allocated to provide a training center and two BLEA classes in Thurston County to expedite the training of police officers once hired.**

CAPITAL BUDGET REQUESTS – DETAILS:

1. Emergency Coordination Center

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Project Description

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ECC FEATURES:

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PROJECT FUNDING SOURCES	FUNDS
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RCO Youth Athletic Field Funding or WWRP (2024)	\$329,000
Other funding sources	\$771,000
State of Washington – Capital Projects	\$300,000
TOTAL	\$2,100,000

CITY OF LACEY ALSO SUPPORTS THE TOP LEGISLATIVE PRIORITIES OF:

Association of Washington Cities

South Sound Military & Communities Partnership

Thurston County Shared Legislative Agenda

Regional Housing Council – Top Three legislative priorities:

1. Increase funding for rent assistance and low-income renters
2. Long-term operational funds for Rights-of-Way Initiative projects
3. Increased funding for Housing Trust Fund

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- Helped address some of the City of Lacey's public safety concerns, including: the commercial airport citing process; law enforcement vehicle pursuits to allow peace officers to return to a reasonable suspicion standard for certain dangerous crimes; and reaching an agreement to permanently address the criminality of drug possession and use in Washington.
- Continued state leadership on the homeless crisis by adopting an operating budget that supplied \$60 million to local governments and non-profits to provide housing and other wrap-around services to unhoused individuals residing in state rights-of-ways.
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FOR MORE INFORMATION

CITY OF LACEY

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CITY OF LACEY

2024 LEGISLATIVE POLICY MANUAL



Adopted by the Lacey City Council on December X, 2023



CITY OF LACEY LEGISLATIVE POLICY MANUAL

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CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the Lacey City Council on December X, 2023

LAND ACKNOWLEDGEMENT

We acknowledge the ancestral land we are on today as the traditional territory of the Tribal People of the Treaty of Medicine Creek, signed in 1854, including the Nisqually Indian Tribe and Squaxin Island Tribe.

We acknowledge, remember, and must not forget those Tribal People that are named but not recognized today, and who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here.

We acknowledge, Indigenous People who called the land home before the arrival of settlers and have been here Since Time Immemorial.

We recognize the relationship that exists between Indigenous People and their traditional territories, which include the religious significance, self-determination, identity, and economic factors. The relationship helps all people heal from the past and learn how not to inflict new wounds today.

We recognize and respect Indigenous People as traditional stewards of this land, and acknowledge the Tribal Governments and their role today in taking care of these lands. We recognize that this land acknowledgement, and the Nisqually-Lacey Accord of 2011, are small steps toward true allyship. We commit to partnering with the Tribal People of the Treaty of Medicine Creek to continue to uplift the voices, experience, and histories of indigenous people of this land and beyond.

We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

Visit www.CityofLacey.org/LandAcknowledgement for more information.



CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the Lacey City Council on December X, 2023

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GENERAL GOVERNMENT

Local Authority

The City supports preserving the authority of local governments regarding local taxation, land use planning, zoning and regulation consistent with the GMA (RCW 36.70A) and SEPA (RCW 43.21C.)

Public Records & Open Meetings

The City respects the right of the public to have access to legitimate public records and documents. The City believes its ability to recover the costs of searching for, gathering and reviewing requested documents is also in the public's interest. The City supports reasonable reforms to the Public Records Act. The City opposes requiring the recording of executive sessions or other restrictions on legitimate uses of executive sessions.

Prevent Liability Expansion, pursue crucial liability reforms

The City is a member of Washington Cities Insurance Authority (WCIA), a risk pool made up of 165 municipal entities across the state. The civil litigation environment is bad and getting worse for public entities in the State of Washington. Multimillion-dollar verdicts, also known as nuclear verdicts, were not common against public entities and were often awarded against large for profit private corporations. Over the last several years public entities have now been hit with nuclear verdicts. Risk pools are shouldering millions of dollars of exposure that are being passed down to their members in terms of additional assessments. The additional costs mean that our community is diverting money from community priorities to fund WCIA's assessment. Our pool relies on partnering with traditional insurance to provide further coverage above their self-funded \$4 million per loss. Those traditional insurance carriers are either refusing to write any coverage or doing so at significant costs. The future outlook is that our communities will have less coverage and will need to redirect money to cover losses rather than providing valuable services, programs and much needed maintenance.

The City requests opposing any efforts to expand tort law liability and/or the remedies available under tort law. If expansions are approved by the legislature, then the State should consider creating a fund to cover those costs. Cities and their risk pools cannot be expected to shoulder the staggering costs imposed by legislative changes. At a minimum that State should provide a reinsurance fund that risk pools and individual entities could utilize.

Tort reform for all public entities needs to be addressed and the balance restored between protecting harmed individuals with reasonable verdicts and appropriate defenses. Tort reform could include:



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- Caps on the amount of damages that can be collected against public entities (which is law in 33 States)
- Reinstating immunities that have been eroded by the courts and amending the law on joint and several liability which incentivizes claims against public entities as deep pockets.

Continue funding for Defense Community Compatibility Account (DCCA)

The 2023-25 Capital Budget invests \$35.8 million in defense community compatibility projects throughout the state. This investment leverages over \$126 million in local and federal funds. The City requests the State legislature prioritize ongoing investment in the grant program that supports civilian communities near military installations.

AFFORDABLE HOUSING | HOUSING SERVICES

Develop long-term funding solution to support supportive housing acquisitions.

The City appreciates the state's continued leadership in responding to the homeless crisis. With the Rights of Way Initiative, Thurston County received \$37M to acquire a hotel and turn it into emergency housing, Maple Court. The long-term plan is to convert this enhanced shelter into needed permanent supportive housing. This conversion will require significant capital investment. Although the State committed \$2M to operating costs for the first two years of this project, the City and other local partners are concerned with long-term operating needs and future capital investments. **The City requests a sustainable operating and capital funding source(s) for the continued success of supportive housing funded initiatives and other similar projects across the state.**

Other Support for Homelessness Services

The City allocates approximately 2% of its general fund to support social services in the community that benefit low-income and vulnerable community members. The City requests the state's partnership in supporting programs and services that help prevent temporary and recurrent homelessness.

Unfunded Social Service Mandates

While recognizing that there is a significant need for enhanced social services throughout Washington, the City strongly opposes any unfunded state mandates regarding behavioral health, crisis relief, housing and shelter, co-responder programs, and employment services. The City supports working with the State Legislature to create state-led, sustainable tools and resources.



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Adopted by the Lacey City Council on December X, 2023

Wildland Urban Interface

The State Building Code Council adopted the International Wildland Urban Interface Code with amendments and maps that will significantly drive up the cost of housing in areas which are not at risk of wildfires, including most of Lacey and its Urban Growth Area. The requirements for fire rated construction materials in areas adjacent to a park or high density but vacant land will add significant costs to housing developers. The requirement for defensible spaces will serve to lower achieved densities, driving the need for more land for the same number of housing units.

The Association of Washington Cities along with the Cities of Lacey, Olympia, and Tumwater as well as Thurston County are working with the Code Council to amend the code to lessen the impacts to housing costs, but a legislative review of the intent of the code is warranted.

Quality Affordable Housing

The City supports legislation that incentivizes developers to build affordable housing, such as the multifamily housing tax exemption, and funding allocated for public and nonprofit affordable housing, including the Housing Trust Fund.

Increasing Housing Density

Housing affordability and access is a high priority issue for Lacey and the greater Thurston County region. The City recently updated its zoning code to allow for at minimum 6 residential units per acre in all residential zones. The City supports continuing to work collaboratively between the state and local jurisdictions to create a variety of affordable housing options and tools. The City supports creating consistent standards between the City and its Urban Growth Area.

COMMUNITY & ECONOMIC DEVELOPMENT

Economic Development Tools

The City supports robust and sustainable funding for the Economic Development Strategic Reserve Fund, Tax Increment Financing, Community Economic Revitalization Board, Public Works Assistance Account, Public Facility Districts, and other programs that assist local governments in neighborhood residential and commercial area rehabilitation. The City also supports legislation that provides optional economic development tools for cities, such as the multi-family housing tax incentive, lodging tax, the Main Street Act, complete streets grant program, community facility financing, shared state revenue for construction of convention and special event centers, additional shared state revenue for public facility improvements, etc.



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Climate Resources & Tools

Climate change is already affecting our communities. Impacts like hotter summers, wildfire smoke, and flooding endanger our homes and affect public health and local business. Lacey, Thurston County, Olympia, and Tumwater partnered to create the Thurston Climate Action Plan to reduce climate polluting greenhouse gases while maintaining - and even improving - quality of life. The Thurston Climate Action Plan includes mitigation and action strategies that are ready for implementation. However, some of the most impactful greenhouse gas reduction projects and programs are not feasible given funding limitations. The City supports the creation of a sustainable state program using unallocated Climate Commitment Act funds, or other state resources, to fund local climate capital projects that enhance community resiliency. The City also supports the state working with local governments for future climate initiatives in the transition to green energy alternatives to ensure solutions are feasible for all parties.

The City supports building electrification programs that complements the funding in the federal Inflation Reduction Act and helps residents and building owners transition to all-electric buildings, with an emphasis on ensuring low- and moderate-income residents, multifamily housing, and small businesses are prioritized.

The City also supports Medium and Heavy-Duty Vehicle electrification incentive programs that would provide vouchers that purchasers can use at participating dealers.

Airport Siting Concerns

The City, along with Thurston County and the cities of Olympia, Tumwater, Rainier, Yelm, Tenino, and town of Bucoda, opposed the former Commercial Aviation Coordination Commission's (CACC) Thurston County two-runway airport expansion site. An airport in Thurston County would endanger environmentally sensitive areas (e.g., wetlands, prairies, and endangered species), further decrease rapidly-dwindling agricultural lands, augment environmental health challenges and exacerbate existing health disparities, and irrevocably damage the quality of life for Thurston County community members. For future study of this issue, the City supports (re)adding previously vetoed language ensuring military compatibility in consideration of increasing commercial aviation.

Regional Request: Lacey MakerSpace

Lacey MakerSpace, currently serving members in Pierce, Thurston, Lewis, and Mason Counties, is a collaborative "innovator's workshop" designed to support small businesses, entrepreneurs, artists, product developers and manufacturers. Lacey MakerSpace endeavors to 1) reduce barriers for community members by offering instruction and access to state-of-the-art fabrication and prototyping equipment, 2) develop new workforce training and apprenticeship programs aimed at growing advanced manufacturing businesses in the



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region, 3) foster collaboration and outreach as a hub of a larger ecosystem of business and networking services. Since opening its doors in 2019, every year Lacey MakerSpace has grown and increased its impact on our region's economic development and workforce readiness. To enhance operations over the next few years to meet future growth and workforce needs, Thurston County partners have diligently worked to obtain funding to expand the footprint of the MakerSpace to over 9500 square feet and obtain additional advanced manufacturing technologies. The Thurston County partners are requesting the creation of a grant program that would allow innovation spaces, like Lacey MakerSpace, to continue to provide and enhance workforce training and development opportunities throughout the state.

Project Timeline Review

The City prides itself in being responsive to all forms of public service, including land use project review. The City has concerns that it will be difficult to demonstrate compliance with shortened state established project review timelines without adequate tracking tools in place. Specifically, there is no efficient and consistent portal for local staff to track the stop clocks when the delay is due to the developer and the time does not count towards the timelines.

PARKS, CULTURE & RECREATION | COMMUNITY SERVICES

The City has worked to create more equitable access to parks for all community members. The City's investments in local parks and requested state partnership reflect work toward this goal.

Capital Request: Regional Athletic Complex LED Replacement lights

The Regional Athletic Complex (RAC) is one of the finest outdoor sporting venues in the state. This 100-acre, regional facility features spectacular views of Mt. Rainier, five softball/baseball fields, and six regulation-size soccer/football/rugby fields, as well as picnic and outdoor event facilities, playgrounds, a concession stand, two miles of walking trails, family restrooms and much more. This project will convert 239 aging high-intensity discharging (HID) lamps to more energy efficient light-emitting diode (LED) lights. This conversion will bring the facility into alignment with the City's adopted climate plan, the Thurston Climate Mitigation Plan, which calls for LED lighting installation in public-sector buildings and infrastructure. Compared to the HID lamps, LEDs are safer, produce brighter lights, provide lighting you can control, last significantly longer and do not contain mercury. **The City requests \$300,000 to make these improvements and help support environmental resilience, energy conservation, youth sports, and economic development.**



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Future Project: Lacey Museum and Cultural Center

The City is developing a new museum and cultural center that aims to enrich the community and engage visitors by sharing vibrant stories of the past through the preservation and celebration of Lacey and the South Sound's cultural heritage. The museum project will serve as the east anchor of the City's new Depot District, which is near the historically rich and significant Saint Martin's University. Design is currently 100 percent complete with an estimated cost to complete of \$15 million.

Future Project: Early Learning Access - Young Child and Families Center of Lacey

There is a critical need for early learning and indoor recreation resources in Lacey. The demand for high-quality childcare programs has outpaced industry growth for several years with a nation-wide decrease in supply starting in 2019. The City supports policies and programs that increase access to affordable, quality childcare in Washington and policies that expand access to preschool. The COVID-19 pandemic exacerbated this crisis. Beginning in the spring of 2020, COVID-related operating restrictions and decreased enrollment caused over 30% of childcare centers to close. According to the Washington State Department for Children, Youth & Families (DCYF), most North Thurston Public Schools (NTPS) service area falls within an "extreme childcare access desert." The City, NTPS, and South Sound YMCA are partnering to assess the feasibility of a Young Child and Families Center, estimated to cost around \$50 to \$70 million.

Park and Recreation Funding

The City supports ongoing funding for the Washington Wildlife and Recreation Program (WWRP), Aquatic Land Enhancement Account (ALEA), Land and Water Conservation Fund (LWCF), and the Youth Athletic Facilities (YAF) grant programs. The City supports ongoing funding for the following:

- **Washington Wildlife and Recreation Program (WWRP)**
- **Aquatic Land Enhancement Fund (ALEA)**
- **Land and Water Conservation Fund (LWCF)**
- **Youth Athletic Fund (YAF)**
- **Community Outdoor Athletic Facilities program (COAF):** The City supports this funding with assurances of carryforward of the \$12.5M for future biennium.
- **Additional State Funding:** The City supports additional funding to help local parks agencies address severe operations and maintenance issues.



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- **No Child Left Inside (NCLI):** The City supports operating funding for this initiative.
- **Expanded Outdoor Learning Grants:** The City supports increasing the amount of funding included for OSPI and RCO to award Outdoor Learning Grants without compromising other existing outdoor learning and recreation grant opportunities.

Parks Rx programs

There are currently more than 400 studies that demonstrate the numerous health benefits of spending time in nature. Park Rx programs involve health or social service providers who encourage people to spend time in nature to encourage physical activity and improve health and well-being. These programs often include collaboration between park and public land agencies, public health, healthcare providers, and community partners. The City supports the advancement of Park Rx programs.

Active Transportation Funding

The City supports the inclusion of parks in future funding allocations of “Active Transportation” components of the Move Ahead Washington package to support local trails and projects that extend out of the road right of way for safe routes to schools, parks and other business and community centers that can reduce local travel.

TRANSPORTATION & INFRASTRUCTURE

Continue to focus on Interstate 5 Corridor between Mounts Road to Tumwater and the Nisqually River Delta

Interstate 5 (I-5) is the lifeline of commerce, transportation, and JBLM’s mission readiness in the Puget Sound Region. However, the current design of I-5 impedes critical ecological functions of the Nisqually River Delta critical to salmon survival, is at risk of being flooded by the Nisqually River resulting in national security concerns, and is inadequate to meet the growing commerce and transportation demands of our state.

The City remains committed to long-term solutions along this corridor which is essential to the state’s environmental, commerce, and transportation priorities, as well Joint Base Lewis-McChord’s mission readiness.

In 2022, the State Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) and in 2023, continued advocacy resulted in programming of these funds, \$32.5 million in 2025-2027 and \$26M in 2027-2029.



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These are important steps but more work is necessary in the future.

While continuing to work with Washington State Department of Transportation (WSDOT) and regional partners on a holistic approach to the I-5 corridor, the City supports planning for and implementing practical solutions, like prioritizing the design and construction of the funded State Route 507 roundabouts. The City also supports a future part-time shoulder use project on southbound I-5 between Sleater-Kinney and Henderson Boulevard.

Stormwater & Culvert Funding

Cities have significant stormwater and culvert funding needs. The City joins AWC in requesting secure, ongoing and sufficient funding for city culvert repair and replacement. The City supports funding for current and new grant programs for local stormwater and culvert projects.

Public Property & Rights of Way Control

The City opposes any efforts that would diminish the City's control of public property and rights of way.

Definition of Public Works

The City opposes the expansion of public works projects to include work supported in part or in whole by grants or loans of public dollars, or by tax deferral or reimbursement. This would cause significant increased costs for local governments without adding any substantial public benefit. Additionally, the proposed changes would be a disincentive to non-profits and developers looking to utilize property tax exemptions and other financial tools that were developed to specifically incentivize the construction of multi-family housing and other affordable housing options.

Vehicle miles traveled (VMT) Model

As the State Legislature considers VMT, the City requests that City perspectives be included in future stakeholder discussions.

FINANCE

Business Tax Simplification

The City supports business tax simplification across the state provided changes are, at minimum, revenue neutral for the City.



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State-Shared Revenues

Cities have relied on state-shared revenues to provide critical funding for essential public services. Recognizing the state is facing a budget shortfall, it is critical that commitments to sharing revenues with local governments be honored. During the last recession, the state reduced state-shared revenues when many local governments were already struggling to maintain basic services. The City joins AWC in supporting restoration and continued appropriation of committed state shared funds, such as Liquor Excise Taxes and Profits, City-County Assistance Account, Municipal Criminal Justice Account, Annexation Sales Tax Credit, and public health funding. State shared revenues are used to support city activities, including police, infrastructure development, public defenders, municipal court, etc.

General Fund Revenue

The City supports legislation that will increase, expand, or favorably restructure its revenue-raising ability. In consideration of 1) the continued growth in demand for services that exceed revenue growth and inflation, and 2) intimate knowledge of individual community needs, the City supports unrestricted uses of all general government tax revenue.

City Financial Liability for Indigent Defense

Indigent defense is a constitutional right that should be funded by the state. The City supports state funding for indigent defense that is standardized and non-competitive in order to ensure more equitable funding.

Unfunded Mandates (general)

Mandates from the Federal and State governments are rarely accompanied with adequate new revenues or taxing authority, but instead force the City to reduce funding levels for other services. The City opposes efforts by the State Legislature to balance budgets by shifting responsibilities to cities.

PUBLIC SAFETY

CAPITAL REQUEST: Emergency Coordination Center

The City is currently planning for a new police station that will include a fully equipped Emergency Coordination Center (ECC). Like many local jurisdictions around the country, the City was underprepared for the global pandemic. Currently, the City is also inadequately prepared to handle other major emergency incidents, natural or human-made. The ECC would support the community by enabling multi-agency coordination which ensures the City is more efficient at providing resources, coordinating communications and advance warnings, prioritizing response during an emergency, and implementing recovery programs.



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The ECC is anticipated to include over 1,440 square feet of mission-critical equipment, including: workstations, monitors, radios, emergency generator, emergency management software, and more. This project will break ground in Winter of 2024 and open in the Fall of 2025. **The City requests \$500,000 to help develop a new ECC to better serve the community in times of crisis.**

FUTURE: Joint Animal Services: Regional Animal Facility

Joint Animal Services (JAS) is the animal shelter and control agency for the cities of Lacey, Tumwater, and Olympia, and unincorporated Thurston County. JAS serves over 303,976 community members in 774 square miles of urban and rural terrain. JAS provides humane law enforcement, sheltering and medical care of strays (intake of over 2,600 animals in 2022), impounded and surrendered animals, adoption services, licensing, temporary emergency housing, and more. In 1996, JAS moved into their existing facility which was formerly a warehouse. **A recent study found that the facility is failing and requires significant investment to maintain.** In addition, the facility was not purpose built and the spaces do not meet current industry stands of care. Finally, JAS operations have outgrown the space. JAS partners, Lacey, Tumwater, and Olympia, and Thurston County, are starting efforts to construct a new JAS shelter facility, estimated to cost around \$20 to \$25 million.

Expand Behavioral health access and funding

With AWC, the City supports greater access to the entire continuum of behavioral health services and substance use disorder (SUD) treatment for adults and juveniles, including crisis treatment, inpatient, intensive outpatient, and ongoing behavioral and mental health treatment and SUD treatment. This includes, but is not limited to, support to improve workforce and staffing issues at community treatment centers, and additional state funding for establishment and expansion of treatment facilities.

Address Law Enforcement Vehicle Pursuits

The City supports further expanding crimes eligible for pursuit to include auto theft and some property crimes to include all crimes consisting of serious felony crimes including crimes of sexual assault, violence, commercial and residential burglary, and auto theft. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.

Non-moving Traffic Stops

The City opposes any effort to restrict or eliminate the ability of local law enforcement to conduct traffic enforcement for non-moving violations. This would remove the ability of the City to ensure that all vehicles operating on our public roadways are mechanically safe, as well as, being properly registered and licensed. Further, the City has a public safety interest to reduce injuries from traffic collisions by confirming that drivers are wearing their seatbelts and are not operating vehicles while distracted. The City is committed to protecting the



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environment and has a vested interest in ensuring that vehicles operating upon its public roadways are not producing excessive audible or climate altering exhaust pollution due to vehicle operators bypassing manufacturer installed pollution control systems.

Auto-theft prevention and enforcement programs

The City supports additional tools to address auto theft and property crime including additional investment in auto-theft prevention and enforcement programs, regional property crimes task forces, and prosecution, public defense, and judicial resources.

School Resource Officers

The City supports legislation that would allow for (not mandate) School Resource Officers (SRO) at school campuses. The City supports state funding that would fully cover SRO salaries and benefits.

Binding Interest Arbitration

The City recognizes the importance of having a tool to help resolve potentially devastating strikes by essential service personnel, such as police and firefighters. The City opposes expanding binding arbitration and supports revising the current arbitration system, including creating a system to review the qualifications, standards, and performance of appointed arbitrators to reduce bias, enhance equity, and achieve objective decision making.

Public safety – Officer recruitment and retention

The City supports additional funding tools and resources to support officer recruitment and retention, including but not limited to pursuing changes to eligibility requirements to allow those in DACA status to serve as police officers.

Future Request: Thurston County Regional BLEA Training Academy & Training Center

Police departments across Washington state are experiencing significant police staffing shortages. The City supports ongoing and enhanced funding for Basic Law Enforcement Academies (BLEA). As communities continue to grow and increasing numbers of law enforcement personnel retirement, it is imperative this program receive adequate funding to provide training opportunities for new hires. **The City supports the creation of more regional BLEA academies and requests future funding be allocated to provide a training center and two BLEA classes in Thurston County to expedite the training of police officers once hired.**



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Jail and Court Costs

The City supports legislative proposals that reduce jail and court costs, and maintain its flexibility in providing jail and court services. The City also supports maintaining the flexibility to select the most appropriate way to provide jail services.

MILITARY AFFAIRS

South Sound Military & Communities Partnership (SSMCP) & Joint Base Lewis-McChord

The City of Lacey is a strong partner with Joint Base Lewis-McChord (JBLM) and a founding member of the South Sound Military & Communities Partnership (SSMCP), a nationally recognized organization that gives unique voice to a range of issues affecting Thurston and Pierce Counties and their cities as well as JBLM, the largest military installation in Washington State. JBLM is a regional employment hub and a major statewide economic driver. The City supports the ongoing efforts of SSMCP and supports policy and financial decisions that assist JBLM's operational readiness and sustainability.

Lacey supports the SSMCP's Legislative Priorities, which are:

Military Family Quality of Life

One of the greatest challenges facing military families in the South Sound are access to housing, childcare and spousal employment. SSMCP is working regionally to remove barriers to these necessities and supports state level action through 1) incentives, 2) increased investment and/or 3) reduction in administrative burdens that drive up costs.

Military/Defense Sector Statewide Economic Impact Analysis

SSMCP is grateful the Legislature has directed the Legislative Committee on Economic Development and International Relations (LCEDIR) to conduct a statewide analysis on the military/defense sector's impact. SSMCP has coordinated two regional economic impact analyses over the last several years and is working closely with the Lieutenant Governor's office to support this statewide study. The report is due to the Legislature in September 2024. SSMCP requests the report be used to inform future regional and statewide policy decisions

Defense Community Compatibility Account (DCCA)

The 2023-25 Capital Budget invests \$35.8 million in defense community compatibility projects throughout the state. This investment leverages over \$126 million in local and federal funds. The City requests the State legislature prioritize ongoing



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investment in the grant program that supports civilian communities near military installations.

I-5 Mounts Road to Tumwater & Nisqually River Delta

SSMCP appreciates the Legislature's commitment of \$75 million over the next 6 years to address the challenges along I-5 from Mounts Road to Tumwater and through the Nisqually River Delta. The current design of I-5 restricts critical ecological functions impacting salmon survival, is at a high risk of being overtopped by a major flooding event and has limited capacity to handle the growing South Sound economy and population - a key component to national security since 30% of the JBLM workforce live south of the Nisqually River. Additional state or federal funds are required to finalize engineering work. This includes \$1.5 million for preliminary engineering of part time shoulder use on southbound I-5 between Sleater-Kinney and Henderson Boulevard. This practical solutions approach would improve the transportation outcomes of the initial investment the state has made in the Nisqually River delta.

CITY OF LACEY ALSO SUPPORTS THE TOP LEGISLATIVE PRIORITIES OF:

Association of Washington Cities

Thurston County Shared Legislative Agenda

Regional Housing Council – Top Three legislative priorities:

Increase funding to meet the continued need for rent assistance for low-income renters in Thurston County.

Thurston County awarded approximately \$53.5 million in rent assistance from late 2020 through mid-2023 primarily with COVID-related funding under the CARES and American Rescue Plan Acts. These programs have exhausted the funding and permanently closed. Just over 70% of 541 respondents to a survey of Thurston County households who received rent assistance from this program indicated that they are currently in need of additional rent assistance. The Eviction Prevent Rent Assistance program currently funded by document recording fees at less than \$1.5 million for Thurston County in 2023-2024 is woefully inadequate to meet the current demand. Thurston Regional Housing Council recommends that the Legislature provide increased funding for rent assistance programs.



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Provide long-term operational funds for programs established and paid for by the Governor's Rights of Way Initiative.

In Thurston County, Rights of Way Initiative funds have supported operations at an existing continuous stay shelter, a new enhanced shelter, a tiny home village, and hoteling and rent assistance for those fleeing domestic violence and for families. Current funding is only secured through June 30, 2025. Securing operational funding after this date is critical to ensure that residents of temporary housing are not displaced when funding ends. Thurston Regional Housing Council recommends that the Legislature identify long-term funding to continue Rights of Way-supported projects.

Increase capital funding through the Housing Trust Fund for the development and preservation of affordable housing.

There is a substantial need and demand for affordable housing in Thurston County. Under the analysis of affordable housing needs developed under HB 1220-Housing Amendments to the Growth Management Act, Thurston County needs to develop over 51,000 units of net new housing between 2020-2045. This affordable housing will not be created by the private sector on its own. Thurston Regional Housing Council recommends that the Legislature identify substantial and sustainable state resources to develop significant number of new affordable housing units.



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Final 2024 Budget Hearing

RECOMMENDATION: Conduct Budget Hearing, accept public comment, and recommend budget changes.

STAFF CONTACT: Rick Walk, City Manager *RW*
Troy Woo, Finance Director *TW*

ORIGINATED BY: Troy Woo, Finance Department

ATTACHMENTS:

**WORK PLAN GOAL
AND STRATEGY:** None

FISCAL NOTE: Total Proposed 2024 Budget - \$303,609,232
Total Proposed 2024 General Fund Budget - \$87,482,207

PRIOR REVIEW:

BACKGROUND:

The 2024 budget process has reached its final stages thanks to the hard work and dedication of the City Council and city staff. During the summer months and concluding in September, city staff developed the 2024 budget proposal. On September 26, 2023, a budget update was presented to the Finance and Economic Development Committee. The full Council discussed and provided guidance on key 2024 Budget issues at the annual budget workshop on October 5, 2023. City Manager Walk presented a balanced 2024 Budget to the City Council on October 19, 2023. The City Council conducted the 2024 revenue public hearing on November 2, 2023 and the first budget public hearing on November 16, 2023. The 2024 Proposed Budget considers all the City Council guidance and policy direction that has been given throughout this budget process. The City Council is scheduled to conduct the final public hearing on the budget on December 7, 2023.

The total Proposed 2024 Budget is \$303,609,232. This is an increase of \$79,797,075 compared to the amended 2023 Budget. The primary reasons for the increase are significantly higher one-time capital projects and related interfund transfers for proposed 2024 capital projects and purchases, which include most notably the first year of construction

for the new police station facility. Workforce additions and growth to the cost of labor also contribute to the year over year increase.

The total proposed General Fund Budget is \$87,482,207. This is an increase of \$10,710,484 or 14.0 percent compared to the amended 2023 General Fund Budget. The primary reasons for the General Fund change are higher capital purchases and reserve transfers for significant projects including: Police Station construction and Greg Cuoio Phase 1A design and possible construction kickoff. Contributing to the increases are the aforementioned increases to the workforce and inflationary impacts.

The current proposed budget contains the following changes, which were discussed at the November 16 public hearing.

- Property tax was adjusted for the 2023 refund levy and a slight decrease due to adjustments to new construction. These adjustments increased the property tax projection by \$135,322.
- General Fund professional services were increased \$125,000, which includes increases to public defense and retreat preparation and facilitation.
- Due to an amendment to the Lacey Municipal Code relating to the funding of utility capital repairs and replacement adopted on November 16, 2024, water and sewer capital transfers were increased \$3.5 million. This is not an increase to expenditure activity, but rather a change to the budget/accounting treatment.

The purpose of the Final 2024 Budget Hearing is to accept public testimony and for City staff to receive final direction for any budget changes. The 2024 Budget is scheduled for adoption on Thursday, December 21, 2023.



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Amend Lacey Municipal Code Title 3.02, Business and Occupation Taxes.

RECOMMENDATION: Upon review and concurrence with the staff recommendation, adopt proposed ordinance updating the business and occupation tax section of the Lacey Municipal Code.

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager (Acting City Manager) *SKF*
Troy Woo, Finance Director *TW*

ORIGINATED BY: Troy Woo, Finance Department

ATTACHMENTS: 1. Ordinance No. 1649
2. Summary for Ordinance

FISCAL NOTE: None

WORK PLAN GOAL AND STRATEGY: None

PRIOR REVIEW: [Finance & Economic Development Committee on Oct. 24, 2023](#)

BACKGROUND:

The State Legislature adopted [SB 5199](#) during the 2023 Legislative Session. To provide State tax relief to newspaper publishers, SB 5199 changes the definition of printing and publishing income for business and occupation (B&O) taxes and takes effect on January 1, 2024.

Since 2004, RCW 35.102 requires cities that levy business and occupation (B&O) taxes to implement a B&O tax model ordinance. The last model ordinance was adopted by the B&O tax cities in 2019. With the passage of SB 5199, the B&O tax model ordinance is required to be updated. The B&O tax cities have agreed on changes that include an updated definition for printing and publishing income, but not a similar tax exemption for the activity. The change will not affect the any cities' tax treatment for these activities.

The proposed changes will impact Lacey Municipal Code (LMC) 3.02.078. The proposed changes to the model ordinance are as follows:

Notwithstanding RCW 35.102.130, effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section until December 31, 2023, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW 82.04.280(1) by the Department of Revenue. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

RCW 35.102.040(1)(c) requires that all of the B&O tax cities adopt any amendments to the model ordinance with the same effective date. An effective date of January 1, 2024 has been agreed upon by the B&O tax cities.

It is requested that City Council review and adopt the ordinance updating the B&O Tax code provisions to be consistent with the model ordinance as required by State code.

ADVANTAGES:

1. Updating the B&O tax chapter of the Lacey Municipal Code will bring the City into compliance with State statute.

DISADVANTAGES:

1. None identified.

ORDINANCE NO. 1649

CITY OF LACEY

AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON RELATED TO BUSINESS AND OCCUPATION TAXES, AMENDING SECTION 3.02.078 OF THE LACEY MUNICIPAL CODE AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, Chapter 35.102 of the Revised Code of Washington requires cities that levy business and occupation (B&O) taxes to implement a B&O tax model ordinance; and

WHEREAS, The most recent B&O tax model ordinance was adopted in 2019; and

WHEREAS, Senate Bill 5199, adopted by the State Legislature during the 2023 Legislative Session, changes the definition of printing and publishing income for B&O taxes and takes effect on January 1, 2024; and

WHEREAS, RCW 35.102.040(1)(c) requires that all of the B&O tax cities adopt any amendments to the model ordinance with the same effective date.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON as follows:

Section 1. Section 3.02.078 of the Lacey Municipal Code is hereby amended to read as follows:

3.02.078 Allocation and apportionment of printing and publishing income when activities take place in more than one jurisdiction.

Notwithstanding RCW [35.102.130](#), effective January 1, 2008, gross income from the activities of printing, and of publishing newspapers, periodicals, or magazines, shall be allocated to the principal place in this state from which the taxpayer's business is directed or managed. As used in this section until December 31, 2023, the activities of printing, and of publishing newspapers, periodicals, or magazines, have the same meanings as attributed to those terms in RCW [82.04.280\(1\)](#) by the Department of Revenue. Beginning January 1, 2024, until January 1, 2034, as used in this section, the activities of printing, and of publishing newspapers and periodicals or magazines are those activities to which the exemption in RCW 82.04.759 and the tax rate in RCW 82.04.280(1)(a) apply.

Section 2. EFFECTIVE DATE. This Ordinance shall take effect on January 1, 2024.

Section 3. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence,

clause or phrase of this ordinance.

Section 4. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make corrections to this ordinance including, but not limited to, the corrections of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 5. The Summary Attached is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this _____ day of _____, 2023.

CITY COUNCIL

BY: _____

Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Published: _____

SUMMARY FOR PUBLICATION

ORDINANCE NO 1649

CITY OF LACEY

The City Council of Lacey, Washington passed on December 7, 2023, Ordinance No. 1649, entitled “AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON RELATED TO BUSINESS AND OCCUPATION TAXES, AMENDING SECTION 3.02.078 OF THE LACEY MUNICIPAL CODE AND APPROVING A SUMMARY FOR PUBLICATION.”

The main points of the Ordinance are described as follows:

1. The Ordinance amends section 3.02.078 of the Lacey Municipal Code related to business and occupation taxes.
2. The Ordinance has an effective date of January 1, 2024.
3. The Ordinance approves this summary for Publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: _____, 2023.



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Hearings Examiner and the City Council's role in the Quasi-Judicial Process

RECOMMENDATION: Motion: To adopt Ordinance No. 1650 related to decisions by the Hearings Examiner and the City Council's role in the Quasi-Judicial Process.

STAFF CONTACT: Rick Walk, City Manager *RW*
Grant Beck, Planning & Development Services Manager *GB*
Dave Schneider, City Attorney *DS*

ORIGINATED BY: City Council
Community & Economic Development Department

ATTACHMENTS: 1. Ordinance 1650

FISCAL NOTE: None

WORK PLAN GOAL AND STRATEGY: Coordinated & Collaborative Planning - (B)(2)
Review Development Regulations
Ongoing Services

OTHER POLICY DOC. ALIGNMENT: Comprehensive Plan Economic Development Element (1)(B)
Ensure Lacey's development process remains clear, predictable, timely, and efficient.

COMMUNICATIONS PLAN: None

HOUSING ACTION PLAN: Many goals reference a streamlined permitting process.

PRIOR REVIEW: City Council Worksession - October 26, 2023
Land Use & Environment Committee – April 14, 2023

BACKGROUND:

The Lacey City Council adopted the Hearings Examiner system for review of quasi-judicial land use permits in 1979 by Ordinance 549 and 560 to replace the Board of Adjustment system pursuant to Section 35A.63.170 RCW.

At that time, the Council gave final decision authority to the Examiner for short plat modifications and variances, appeals of short plats, site plan reviews, shoreline variances, administrative zoning decisions, and preliminary subdivision approval extension requests.

Other land use permits, such as rezones, preliminary subdivisions, subdivision modifications, shoreline permits, planned residential developments, and conditional use permits were a recommendation to Council.

PERMIT AUTHORITY IN 1979

In 1979, the City Council could legally hold an open record hearing and take evidence before taking final action on the Examiner's recommendation. The Council at that time specified that new evidence could be provided up to 3 days before the scheduled Council action and that the Council could publicly request additional specific information from the applicant, the examiner, or staff. Further, if the Council determined that additional public testimony was warranted, it could remand the matter to the Examiner or hold its own public hearing.

The standard for the Council's final decision at that time was that the decision is supported by substantial evidence.

PERMIT AUTHORITY AFTER 1995

In 1995, the Regulatory Reform Act was adopted and codified in part at Chapter 36.70B RCW. Some of the new limitations on the local land use review and approval process include:

- Project decisions must be based on development regulations.
- Limits a review process to one (1) open record and one (1) closed record hearing.

At that time, the only open public hearing allowed on projects in which the Examiner made a recommendation to Council was before the Hearings Examiner and the Council was limited to a review of the record created by the Examiner. No longer could additional evidence or testimony be considered by Council as in the past.

The standard of review for Council also changed to reviewing the Examiners recommendation to determine if the recommendation was supported by substantial evidence and was not contrary to law.

Finally, the ability to condition or deny a project based on adopted goals and policies when a development regulation clearly addressed the proposed use or potential adverse impact became very limited.

The Council adopted Ordinance 1035 in 1996 which amended the Lacey Municipal Code to be consistent with the requirements of the Regulatory Reform Act.

CURRENT SITUATION

The new regulatory framework imposed in 1995 and codified in Lacey in 1996 created a situation where the City Council receives a recommendation from the Hearings Examiner but has a very limited opportunity to modify or reject the recommendation.

This situation is made more intolerable by the operation of the Appearance of Fairness Doctrine which precludes the Council's ability to communicate with its constituents during the pendency of a Quasi-Judicial land use permit. The Appearance of Fairness Doctrine has long been the law in Washington State but did not impact the Council as severely when it could collect evidence and testimony even after the Examiner's recommendation prior to the adoption of Chapter 36.70B RCW.

Today the Council has limited ability to change a recommendation and cannot have contact with its constituents during the pendency of a Quasi-Judicial land use permit.

STAFF RECOMMENDATION

Staff suggests amending relevant sections of the Lacey Municipal Code to make Hearings Examiner decisions final in all matters. Such a change would separate the Quasi-Judicial and legislative functions.

Hearings Examiners are professionally trained in land use matters and the Quasi-Judicial process. They are familiar with the technical data, the hearings process, the law, and are free from political influence. In short, hearings examiners are well equipped to conduct Quasi-Judicial Hearings and render final decisions.

Conversely, the Quasi-Judicial process can be difficult for elected officials. With regard to communicating with the public, the Quasi-Judicial role places councilmembers in an untenable lose-lose predicament. On the one hand councilmembers naturally want to be responsive to the desires of their constituents, but on the other hand have a clear duty to be responsible to legal criteria which oftentimes precludes them from communicating with their constituents. Liability concerns support moving Council away from the Quasi-Judicial process, as several Washington courts have published decisions holding that community sentiment alone is not a basis for deciding land use issues.

Moving Council away from the Quasi-Judicial process would free councilmembers to communicate directly with their constituents at all times. Removing the time-intensive

requirements of Quasi-Judicial decision-making would also allow councilmembers more time to concentrate on their legislative and policymaking functions.

OPTIONS:

1. The Hearings Examiner makes a final decision that can be appealed to Superior Court or the Shorelines Hearings Board. The Council would not be subject to the Appearance of Fairness doctrine under this system and could engage with constituents without limitation.
2. The Hearings Examiner makes a final decision that can be appealed to Council. This option would subject the Council to the Appearance of Fairness doctrine throughout the permit process and appeal period.
3. The Hearings Examiner makes a recommendation to Council (current system).

City staff recommends Option 1.

ORDINANCE NO. 1650

CITY OF LACEY

AN ORDINANCE OF THE CITY OF LACEY RELATED TO DECISIONS BY THE HEARINGS EXAMINER AND THE CITY COUNCIL'S ROLE IN THE QUASI-JUDICIAL PROCESS, AMENDING SECTIONS 2.30.010-030, 2.30.060, 2.30.070, 2.30.090, 2.30.100, 2.30.160, 14.32.072, 15.10.090, 15.10.100, 15.10.120, 15.10.130, 15.10.140, 15.10.170, 15.20.020, 16.66.070 and 16.66.100, REPEALING SECTIONS 2.30.110-150, 2.30.170, 2.30.180, 2.30.210, 15.10.110, AND 15.20.040, ALL OF THE LACEY MUNICIPAL CODE, AMENDING SECTIONS 1C.050, 1D.010, 1D.030(H), 1D.070 AND REPEALING SECTION 1D.060, ALL OF THE CITY OF LACEY DEVELOPMENT GUIDELINES AND PUBLIC WORKS STANDARDS AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, in 1979 the Lacey City Council implemented a land use permitting system authorized by Chapter 35A.63 RCW in which a Hearings Examiner replaced the Board of Adjustment as the hearings body for most land use permits; and

WHEREAS, when adopting the Hearings Examiner system, the City Council chose a process in which the Examiner made a recommendation to City Council on certain project permits. The Council could decide the matter on the record before the Examiner or create its own record by requesting additional evidence or holding a public hearing before the Council; and

WHEREAS, in 1995 the Regulatory Reform Act was enacted into law at Chapter 36.70B RCW; and

WHEREAS, the Regulatory Reform Act established limitations on how local governments could process project permits including a requirement that the decision be based on development regulations and the allowance of a single open record (public) hearing, and

WHEREAS, the Lacey City Council incorporated the requirements of Chapter 36.70B RCW into the Lacey Municipal Code (Ordinance 1035) in part by having the Examiner hold the open record (public) hearing and making a recommendation for Council's final action; and

WHEREAS, Council's role for final action is similar to an appellate court with a closed record hearing in which no new testimony or evidence can be considered; and

WHEREAS, the Appearance of Fairness Doctrine limits any decision maker in this quasi-judicial project permit process from ex-parte contact during the pendency of the process; and

WHEREAS, this current project permit process therefore significantly limits the Council's ability to interact with their constituents during the project review process; and

WHEREAS, the City Council recognizes that Hearings Examiners are professionally trained in reviewing and making objective decisions in land use matters; and

WHEREAS, the City Council desires to separate itself from the project review process so that it can be more responsive to the concerns of its constituents and spend more time concentrating on policymaking.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, AS FOLLOWS:

Section 1. Section 2.30.010 of the Lacey Municipal Code is hereby amended as follows:

2.30.010 Creation of land use hearings examiner.

Pursuant to Chapter 35A.63 RCW, the office of land use hearings examiner, hereinafter referred to as "examiner," is created. The examiner shall interpret, review and implement land

use regulations as provided ~~in this chapter or by other ordinance~~ in the Lacey Municipal Code. In addition, the examiner shall hear appeals relating to potentially dangerous or dangerous dogs pursuant to Chapter 7.04 LMC 7.04.070, ~~and~~ the city's construction codes as described in Chapter 14.18 LMC 14.18.030, ~~and other matters as authorized under the Lacey Municipal Code~~. Unless the context requires otherwise, the term "examiner," as used in this chapter, shall include deputy examiner and examiners pro-tem.

Section 2. Section 2.30.020 of the Lacey Municipal Code is hereby amended as follows:

2.30.020 Appointment and term.

The city council shall choose and appoint, by professional services contract, an examiner and any deputy examiners ~~shall be appointed by the mayor and confirmed by the city council after receipt of recommendation from the joint hearings examiner committee established by interlocal agreement between the cities of Lacey and Olympia and Thurston County~~ for terms which shall initially expire one year following the date of original appointment and thereafter expire four years following the date of each reappointment. The ~~mayor~~ city council may also, ~~by professional service contract~~, appoint in the same manner for terms and functions deemed appropriate, examiners pro-tem to serve in the event of absence or inability to act of the examiner and deputy examiners.

Section 3. Section 2.30.030 of the Lacey Municipal Code is hereby amended as follows:

2.30.030 Qualifications.

Examiners shall be appointed solely with regard to their qualifications for the duties of their office and will have such training and experience as will qualify them to conduct administrative or quasi-judicial hearings on regulatory enactments and to discharge the other functions conferred upon them. ~~Examiners shall hold no other elective or appointive office or position in the governmental structure of Thurston County or the cities of Lacey or Olympia.~~

Section 4. Section 2.30.060 of the Lacey Municipal Code is hereby amended as follows:

2.30.060 Conflict of interest.

No examiner shall conduct or participate in any hearing, decision or recommendation in which the examiner has a direct or indirect substantial financial or familial interest, or concerning which the examiner has had substantial prehearing contacts with proponents or opponents. ~~No member of the city council or planning commission who has such an interest or has had such contacts shall participate in the consideration of an appeal from or a review of an examiner's decision.~~

Section 5. Section 2.30.070 of the Lacey Municipal Code is hereby amended as follows:

2.30.070 Organization.

The operation of the hearings examiner's office shall be under the administrative supervision of the examiner and said office shall be separate and not a part of the community and economic development department or any other department providing staff planning services.

Section 6. Section 2.30.090 of the Lacey Municipal Code is hereby amended as follows:

2.30.090 Powers of the examiner.

The examiner shall receive and examine all available information, conduct public hearings and prepare a record thereof and enter decisions as provided for herein and throughout the Lacey Municipal Code. The decision of the hearings examiner on all matters shall be final.

~~A. The decision of the hearings examiner on the following matters shall be final unless such decision is appealed to the city council pursuant to LMC 2.30.160:~~

- ~~1. Appeals of decisions made pursuant to limited administrative review as defined in Section 1.030 of the City of Lacey Development Guidelines and Public Works Standards;~~
- ~~2. Appeals of decisions made pursuant to full administrative review as defined in Section 1.030 of the City of Lacey Development Guidelines and Public Works Standards;~~
- ~~3. Variance requests;~~
- ~~4. Preliminary plat approval extension requests;~~

~~B. The decision of the hearings examiner on the following matters shall constitute a recommendation to the city council:~~

- ~~15. Preliminary plat applications;~~
- ~~26. Preliminary plat modification requests;~~
- ~~37. Shoreline substantial development, shoreline variance and shoreline conditional use permits and permit revisions;~~
- ~~48. Planned residential development applications;~~

59. ~~Conditional use permit applications.~~

~~C. The decision of the hearings examiner on any matters relating to potentially dangerous or dangerous dogs pursuant to LMC 7.04.070 or the duties described in LMC 14.18.030 for the building construction and life safety codes shall be final. Appeals of such determinations by the city hearings examiner shall be appealable to Thurston County superior court. An appeal of the hearings examiner decision must be filed with Thurston County superior court within twenty calendar days from the date the hearings examiner decision was mailed to the person to whom the notice of civil penalty was directed.~~

Section 7. Section 2.30.100 of the Lacey Municipal Code is hereby amended as follows:

2.30.100 Applications for permits or approvals.

Applications for permits or approvals within the jurisdiction of the hearings examiner shall be presented to the community and economic development department for review as set forth in Chapter 1 of the City of Lacey Development Guidelines and Public Works Standards. ~~The department shall accept such applications only if applicable filing requirements set forth in Section 1B.050 of the City of Lacey Development Guidelines and Public Works Standards are met. The department shall be responsible for assigning a date for and assuring due notice of public hearing for each application, which date and notice shall be in accordance with Section 1C.050 of the City of Lacey Development Guidelines and Public Works Standards.~~

Section 8. Section 2.30.110 of the Lacey Municipal Code is hereby repealed.

Section 9. Section 2.30.120 of the Lacey Municipal Code is hereby repealed.

Section 10. Section 2.30.130 of the Lacey Municipal Code is hereby repealed.

Section 11. Section 2.30.140 of the Lacey Municipal Code is hereby repealed.

Section 12. Section 2.30.150 of the Lacey Municipal Code is hereby repealed.

Section 13. Section 2.30.160 of the Lacey Municipal Code is hereby amended as

follows:

2.30.160 Appeal from examiner's decision.

The decision of the examiner ~~as to those applications listed in LMC 2.30.090(A)~~ shall be final and conclusive unless a Land Use Petition is timely filed with the Thurston County Superior Court within fourteen days following rendering of such decision an appeal therefrom is filed with the office of the examiner by the applicant, the city council, a department of the city or county, or other interested person or agency in accordance with Chapter 1D of the City of Lacey Development Guidelines and Public Works Standards and applicable state laws.

Provided:

A Appeals from the examiner's decision on shoreline permits shall be governed by the provisions of Chapter 90.58 RCW; and

B. Appeals from the examiner's decision on any matters relating to potentially dangerous or dangerous dogs pursuant to LMC 7.04.070, the duties described in LMC 14.18.030 for the building construction and life safety codes and related to civil violations and abatement under LMC 14.40 shall be to Thurston County Superior Court. Such appeals must be filed with Thurston County Superior Court within twenty calendar days from the date the hearings examiner decision was mailed to the person to whom the notice of civil penalty was directed.

Section 14. Section 2.30.170 of the Lacey Municipal Code is hereby repealed.

Section 15. Section 2.30.180 of the Lacey Municipal Code is hereby repealed.

Section 16. Section 2.30.210 of the Lacey Municipal Code is hereby repealed

Section 17. Section 14.32.072 of the Lacey Municipal Code is hereby amended as follows:

14.32.072 Historical tree(s).

A. Purpose. The purpose of the historical tree designation is to protect trees with a historical significance and to establish a register of these trees. Historical trees require protection due to their special value in that they are irreplaceable. They may be associated with historic figures, events, or properties; or be rare or unusual species; or they may have aesthetic value worthy of protection for the health and general welfare of the residents of this city.

Therefore, the purpose of this section is:

1. Protection and maintenance. To provide for the protection and proper maintenance of historical trees, to minimize disturbance to the trees, and to prevent other environmental damage from erosion or destruction of wildlife habitat;
2. Health, safety, welfare. To protect the health, safety and general welfare of the public;
3. Goals and objectives. To implement the goals and objectives of the city's Urban Forest Management Plan.

B. Historical Tree Registration. The city shall prepare and thereafter maintain a list of historical trees within the city limits. The inventory may include a map identifying the location of the trees and a brief narrative description of each historical tree. The historical tree inventory shall be prepared and amended at any time following the procedures established below.

1. Nomination. A tree may be nominated for historical tree status by the property owner, a neighborhood organization, or any person by submitting a map, a photograph, and a narrative description including the location, species, approximate age, and the characteristics on which the nomination is based;
2. Review. The director, upon receipt of a nomination, shall review the nomination and confer with the city tree protection professional and other city staff as may be appropriate. Notice of the nomination shall be mailed to the property owner and shall be

posted by the city on the subject site for a period of ten days. The director shall inspect the tree, consider public comments, and decide in each case whether or not the tree is to be designated a historical tree. The city shall place each designated historical tree on the historical tree register. In the event the owner of the tree does not approve of its designation as a historical tree, the nomination will be disapproved;

3. Notification of the director's decision. Notice of the director's decision shall be mailed to the property owner and shall be posted by the city on the subject site for a period of ten days;

4. Appeal. Any person may appeal the director's decision to the hearing examiner pursuant to [section 1D of the City of Lacey Development Guidelines and Public Works Standards](#);

~~5. Hearing examiner. The hearing examiner shall hold a public meeting on the appeal pursuant to the procedures specified in section 1.C.050 (Quasi-Judicial Review of Applications) of the City of Lacey Development Guidelines and Public Works Standards. The hearing examiner will make a decision which will constitute a recommendation to the city council. All recommendations of the hearing examiner will be considered by the city council at the next available council meeting;~~

~~56.~~ Notification of registration. Each property owner who has one or more registered historical trees shall be notified by first class mail of the designation within thirty days of designation;

~~67.~~ Recording of historical tree covenant. Each property owner who has one or more registered historical trees shall execute a historical tree covenant in a form agreeable to the city. The historical tree covenant shall require that the tree be maintained in a manner which is consistent with the provisions of this chapter. The historical tree covenant shall be recorded by the county auditor. Recording fees shall be paid by the applicant;

~~78.~~ Duration of covenant. The historical tree covenant shall be effective from the date of recording until such a time that a tree removal permit has been issued by the director pursuant to this section;

~~89.~~ Education benefits. From time to time the city may prepare public information programs on historical trees and provide qualified professional tree care advice to owners of the historical trees;

C. Limitation on removal. Subject to the exceptions enumerated in subsection D of this section, no person shall remove, or cause to be removed, any historical tree.

D. Removal Procedures. Historical trees shall not be removed except through the procedures established in this section.

1. Permit Required. No Historical tree shall be removed without first applying for and receiving a land clearing permit. The applicant for the permit shall be the property owner or the city. An application for a tree removal permit shall be submitted on a form provided by the city. The applicant must state the justification for removal on the tree removal application;

2. Review. If justification for removal is based upon health of the tree, and a visual inspection by the director cannot establish that the tree is dead, diseased, or hazardous, the applicant shall pay for the city tree protection professional to make a determination. If it is determined by the tree protection professional that the tree is dead, diseased, or otherwise hazardous and cannot be saved, the director may approve the removal. If the tree is determined to be healthy, or with treatable infestation or infection, the director may deny the permit.

If justification is due to reasons other than health of the tree, the director shall confer with other city personnel as may be appropriate in evaluating the justification and make a decision pursuant to the procedures and requirements of section 1E.030 (Limited Administrative Review of Applications) of the Development Guidelines and Public Works Standards;

3. Notification. If the director decides that a permit is justified, notice of the director's decision shall be mailed to the applicant, all parties of record, and posted by the city on the subject site for a period of ten days, during which no work shall commence. No work shall commence during the notice periods or when appeals are pending disposition;

4. Appeal. The property owner or any person residing or owning property within three hundred feet of the tree may appeal the director's decision to the hearings examiner pursuant to section 1D of the City of Lacey Development Guidelines and Public Works Standards, ~~whether that decision is positive or negative. Appeals must be submitted in writing within ten days of the posting of the director's decision;~~

~~5.—Hearing examiner. The hearing examiner shall hold a public meeting on the appeal pursuant to the procedures specified in section 1K.050 (Quasi-Judicial Review of Applications) of the Development Guidelines and Public Works Standards. The hearing examiner will make a decision which will constitute a recommendation to the city council. All recommendations of the hearing examiner will be considered by the city council at the next available council meeting. The city council decision shall be final. No work shall commence during the notice periods or when appeals are pending disposition;~~

56. Permit for tree removal timing. Any tree removal permit granted under this chapter shall be valid for one year. In addition to the permit, the property owner will execute a revocation of covenant in a form agreeable to the city. The revocation of covenant shall be recorded by the county auditor. Recording fees shall be paid by the property owner.

Section 18. Section 15.10.090 of the Lacey Municipal Code is hereby amended as follows:

Preliminary plat hearings examiner review procedure.

At the public hearing the hearings examiner shall consider all relevant evidence to determine whether to ~~recommend that the~~ approve or disapprove the preliminary plat ~~be approved or disapproved by the city council~~. Any hearing may be continued at the discretion of the hearings examiner within the time limits allowed by law. The hearings examiner's obligation to review the preliminary plat shall be as follows:

A. To assure conformance of the proposed subdivision to the general purposes of this chapter, all elements of the Comprehensive Plan and implementing legislation including the Zoning Code (LMC Title 16), the Development Guidelines and Public Works Standards, and other applicable planning standards, specifications and policies adopted by the city council shall be considered;

B. To inquire into the public use and interest proposed to be served by the establishment of the subdivision and/or dedication, the examiner shall determine if appropriate provisions are made for, but not limited to, the following:

1. *Prevention of overcrowding.* Consideration shall be given to designations of the Comprehensive Plan and Zoning Code, and the requirements of the Development Guidelines and Public Works Standards in consideration of the physical characteristics of the land in relation to the number of persons, buildings or sites proposed to be located thereon, and also to the availability of public facilities such as water, sewers, fire protection, streets, schools, parks, etc., if not adequately provided for within the subdivision.

2. Conformance with the Transportation Plan and Development Guidelines and Public Works Standards to facilitate traffic circulation on the streets and highways. Proposed streets must be aligned or built in such a way as to best facilitate the movement of pedestrians and vehicles and reduce the possibility of crashes. Traffic calming techniques and other standards of the Development Guidelines and Public Works Standards will be required. Key pedestrian intersection improvements for pedestrians will be considered where so designated on the Comprehensive Plan Map.

3. Meeting requirements of the Zoning Code (LMC Title [16](#)) and Design Review (Chapter [14.23](#) LMC) to provide adequate light air and privacy by meeting setbacks, dimensional standards, yard areas and design principles. Assurance that the plat is arranged in such a way that all lots have adequate light, air, and opportunity for privacy.

4. Satisfying principles, goals and policies of the Comprehensive Plan and Parks and Recreation Comprehensive Plan for proper arrangement and provision of easements and pathways and other bicycle-pedestrian paths, etc. Adequate provisions for pathways, sidewalks and other pedestrian features connecting various parts of a subdivision shall be an emphasis of design. Goals and policies of the Comprehensive Plan for key pedestrian intersections and improvements shall be used when designing pedestrian movement and circulation. Consideration shall be given to key focus areas in every neighborhood, particularly considering local grade schools and open space, and how each subdivision relates to these areas and provides connectivity to key sites within each neighborhood. Provisions for trail systems in areas conducive to such (along creeks, rivers, scenic areas, etc.) shall also be considered.

5. Conformance with goals, policies and standards of the Parks and Recreation Comprehensive Plan and standards of this title for provision of adequate recreation and open space and buffers. Sufficient guaranteed open space and recreational areas shall be designed and provided to adequately serve the subdivision. Plans for connectivity

between subdivisions and throughout neighborhood areas shall be provided to residents of the subdivision and shall be implemented in the design of each subdivision. This shall include trail systems, key pedestrian intersection concepts, sensitive area buffers and corridors with trails systems and other global circulation concepts (including more than just the local circulation of the individual subdivision) for the neighborhood and community.

C. To consider the physical characteristics of the proposed subdivision site. The hearings examiner may recommend disapproval because of flood, inundation or wetland or other sensitive area conditions pursuant to the standards of LMC Title [14](#). The examiner may recommend the construction of protective improvements be required as a condition of approval, with such improvements to be noted on the final plat in order to assure that:

1. All such proposals are consistent with the need to minimize flood damage;
2. All public utilities and facilities, such as sewer, gas, electrical and water systems are located, elevated and constructed to minimize or eliminate flood damage;
3. Adequate drainage is provided so as to reduce exposure to flood hazards; and
4. Other purposes as described in the implementing legislation of LMC Title [14](#) are achieved.

The hearings examiner shall give due consideration to all of the above items. ~~Written findings of fact on each item considered shall be submitted to the city council with the preliminary plat.~~

Section 19. Section 15.10.100 of the Lacey Municipal Code is hereby amended as follows:

15.10.100 Preliminary plat hearings examiner decisionreport to city council.

~~The hearings examiner shall prepare a recommendation to the city council according to the process outlined in Section 1C.050 of the City of Lacey Development Guidelines and Public Works Standards.~~ The hearings examiner shall submit such ~~issue~~ a written decision ~~and which contains~~ findings of fact and ~~conclusions of law~~ recommendations to the city council. The hearings examiner may approve, approve with conditions, or disapprove the proposed subdivision. ~~recommend that the proposed plat be approved, conditionally approved or~~

~~disapproved. In the event that a decision cannot be reached by the hearings examiner, the preliminary plat shall be forwarded to the city council with no recommendation.~~

Section 20. Section 15.10.110 of the Lacey Municipal Code is hereby repealed.

Section 21. Section 15.10.120 of the Lacey Municipal Code is hereby amended as follows:

15.10.120 Preliminary plat council record.

A record of all public meetings of the ~~council~~ hearings examiner shall be kept by the city clerk and shall be made available to the public upon request.

Section 22. Section 15.10.130 of the Lacey Municipal Code is hereby amended as follows:

15.10.130 Preliminary plat notice of final decision.

Upon approval, disapproval or modification of the preliminary plat by the hearings examiner~~council~~, the assigned planner shall so notify the applicant ~~by mail~~ pursuant to the notice requirements of the Development Guidelines and Public Works Standards Section 1C.070 within ten days of said action. The action of the ~~council~~ hearings examiner shall be noted on two copies of the preliminary plat, including reference to any attached documents describing conditions imposed ~~by the council~~. The planner shall return one copy to the subdivider and retain one copy for the permanent file.

Section 23. Section 15.10.140 of the Lacey Municipal Code is hereby amended as follows:

15.10.140 Preliminary plat duration of approval.

A. Approval of the preliminary plat shall be effective for five years from the date of approval by the ~~city council~~hearings examiner, during which time a final plat or plats may be submitted. During this time the terms and conditions upon which the preliminary approval was given will not be changed.

B. An applicant who files a written request with the community and economic development department at least thirty days before the expiration of this five-year period shall be granted a one-year time extension by the director upon showing that the applicant has attempted in good faith to submit the final plat within the five-year period.

C. An applicant who files a written request with the community and economic development department prior to the expiration of the one one-year time extension may be granted additional extension(s) for not more than one year at a time by the director. If this additional extension of time is approved, the preliminary plat shall be subject to all new and amended regulations, requirements, policies or standards which are adopted or in effect at the time the additional extension is granted.

D. Knowledge of the expiration date and initiation of a request for extension of approval time is the responsibility of the applicant. The city shall not be held accountable for notification, although it may notify an applicant of the date of expiration. All requests for an extension of time must be submitted prior to expiration of the preliminary plat or any prior extensions, whichever is applicable.

Section 24. Section 15.10.170 of the Lacey Municipal Code is hereby amended as follows:

15.10.170 Final plat specific requirements.

The following shall be shown or accompany the final plat at the time it is submitted to the department of community development:

A. A certificate of title by a recognized title insurance company, dated not to exceed thirty days prior to submitting a plat for final approval, showing the names of all persons whose consent is necessary to dedicate roads, streets and other easements shown upon the map;

B. Names, addresses, and phone numbers of the owner, subdivider, engineer, and/or surveyor;

C. A copy of any deed restrictions applicable to the subdivision;

D. A copy of any dedication requiring separate documents;

E. A certificate by the city engineer that the subdivider has complied with one of the following:

1. All improvements have been installed in accordance with the requirements of these regulations and with the action of the ~~council~~ hearings examiner giving conditional approval with approval of the preliminary plat;

2. An agreement has been executed as provided for in LMC 15.20.020 to assure completion of required improvements.

F. The date, scale, north arrow, legend, controlling topography and existing features such as highways and railroads. The basis for bearings shall be the Lacey Coordinate System;

G. Legal description of the tract boundaries;

H. Reference points and lines of existing surveys identified, related to the plat as follows:

1. Stakes, monuments, or other evidence found on the ground and used to determine the boundaries of the subdivision;

2. Adjoining corners of adjoining subdivisions;
 3. City or county boundary lines when crossing or adjacent to the subdivision;
 4. Section and donation land claim lines within and adjacent to the plat;
 5. Whenever the county or a city has established the centerline of a street adjacent to or within the proposed subdivision, the location of this line and monuments found or reset;
 6. All other monuments found or established in making the survey of this subdivision or required to be installed by provisions of this title.
- I. Mathematical boundary closures of the subdivision showing the error of closure, if any;
 - J. The mathematical lot closures and street centerline closures, and square footage of each parcel;
 - K. The exact location and width of streets and easements intersecting the boundary of the tract;
 - L. Tract, block, and lot boundary lines and street rights-of-way and centerlines, with dimensions, bearings or deflection angles, radii, arcs, points of curvature, and tangent bearings. Tract boundaries, lot boundaries and street bearings shall be shown to the nearest second with basis of bearings. All distances shall be shown to the nearest one-hundredth foot;
 - M. The width of the portion of streets being dedicated, the width of any existing right-of-way, and the width on each side of the centerline. For streets on curvature, curve data shall be based on the street centerline. In addition to the centerline dimensions, the radius and central angle shall be indicated;
 - N. Easements denoted by fine dotted lines, clearly identified and, if already of record, their recorded reference. The width of the easement, its length and bearings, and sufficient ties to locate the easement with respect to the subdivision must be shown. If the easement is being dedicated by the map, it shall be properly referenced in the owner's certificate of dedication;
 - O. Lot numbers beginning with number "1" and numbered consecutively without omission or duplication throughout the plat. The numbers shall be solid, of sufficient size and thickness to stand out, and so placed as not to obliterate any figure. Lot numbers in an addition to a

subdivision of the same name shall be a continuation of the numbering in the original subdivision;

P. Land parcels to be dedicated for any purpose, public or private, shall be distinguished from lots intended for sale;

Q. The following certificates may be combined where appropriate:

1. A certificate signed and acknowledged by all parties with any record title interest in the land subdivided, consenting to the preparation and recording of the plat;
2. A certificate signed and acknowledged as above, dedicating all parcels of land shown on the final map intended for any public use except those parcels which are intended for the exclusive use of the lot owners in the subdivision, their licensees, visitors, tenants and servants;
3. A certificate with the seal of and signed by the engineer or the surveyor responsible for the survey and final map;
4. Other certifications now or hereafter required by law.

R. Lots containing one acre or more shall show net acreage to nearest hundredth, whenever possible;

S. Each and every plat, or replat, of any property filed for record shall:

1. Contain a statement of approval from the city engineer or by a licensed engineer acting on behalf of the city as to the survey data, the layout of streets, alleys, and other rights-of-way, design of bridges, sewage and water systems, and other structures. No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought shall examine and approve such plats on behalf of the city;
2. Be accompanied by a complete survey of the section or sections in which the plat or replat is located, or as much thereof as may be necessary to properly orient the plat within such section or sections. The plat and section survey shall be submitted with complete field and computation notes showing the original or reestablished corners with descriptions of the same and the actual traverse showing error of closure and method of balancing. A sketch showing all distances, angles, and calculations required to determine

corners and distances of the plat shall accompany this data. The allowable error of closure shall not exceed one foot in five thousand feet;

3. Be acknowledged by the person filing the plat before the auditor, or any other officer who is authorized by law to take acknowledgment of deeds, and a certificate of the acknowledgment shall be enclosed or annexed to such plat and recorded therewith;

4. Contain a certification from the Thurston County treasurer that all taxes and delinquent assessments for which the property may be liable as of the date of certification have been duly paid, satisfied or discharged.

T. Final application shall include information necessary to determine whether all conditions of approval have been met.

Section 25. Section 15.20.020 of the Lacey Municipal Code is hereby amended as follows:

15.20.020 Variance--Determination.

A. The hearings examiner may grant ~~conditional~~ variances to the requirements of this title. Application for a variance to this title shall be made by petition by the subdivider, stating fully the necessity of the variance based on LMC [16.90.005](#) and the specific requirements for which the variance is requested;

B. If a variance is in conjunction with a preliminary plat, binding site plan, or short subdivision it shall proceed in accordance with Chapter 1B of the City of Lacey Development Guidelines and Public Works Standards. A separate hearing shall be held for all other requests for variances.

Section 26. Section 15.20.040 of the Lacey Municipal Code is hereby repealed.

Section 27. Section 16.66.070 of the Lacey Municipal Code is hereby amended as follows:

16.66.070 When granted.

A conditional use permit may be granted by the ~~city council~~hearings examiner, after public hearing and review, for those uses requiring such permits as provided for in this title.

Section 28. Section 16.66.100 of the Lacey Municipal Code is hereby amended as follows:

16.66.100 Action by hearings examiner.

In reviewing a conditional use permit, the hearings examiner shall impose all requirements for such use, as prescribed in this title and other conditions and safeguards as are necessary to secure adequate protection for the locality in which the use is to be permitted. The hearings examiner shall ~~recommend~~establish a time limit, within which, action for which the conditional use is required shall be begun, completed, or both.

Section 29. Section 1C.050 of the City of Lacey Development Guidelines and Public Works Standards is hereby amended as follows:

1C.050 Quasi-Judicial Review of Applications

The review procedure under Quasi-Judicial Review shall be as follows:

- A. If the proposed development is subject to the State Environmental Policy Act (SEPA), the threshold determination shall be made after the closing of the public comment period associated with the Notice of Application.
- B. The community development department shall distribute copies of the complete application to agencies and departments affected by the proposal or with review authority. The community development department shall set a date for return of findings and recommendations from each commenting agency or department.
- C. Upon the completion of the application comment period, the issuance of an environmental determination and of the environmental appeal period, the department shall schedule a hearing with the City of Lacey Hearing Examiner, when applicable.
- D. At least ten (10) days before the date of a public hearing the department shall issue public notice of the date, time, location and purpose of the

hearing by posting the subject site and the nearest intersection, posting at city hall, publishing notice in the official city newspaper and mailing notice to property owners of record located within a minimum of 300 feet of the subject property. If the applicant owns adjoining land, the distance of notification shall be measured from outside of the applicant's ownership. Failure to receive a public hearing notice shall not invalidate the hearing.

- E. At least ten (10) days before the date of the public hearing, the department shall issue a written staff report, integrating the SEPA review and threshold determination and recommendation regarding the application(s), shall make available to the public a copy of the staff report for review and inspection, and shall ~~mail~~ provide a copy of the staff report and recommendation to the applicant or the applicant's designated representative. The department shall make available a copy of the staff report, subject to payment of a reasonable charge, to other parties who request it.
- F. Public hearings shall be conducted in accordance with the rules of procedure adopted by the hearing examiner. A public hearing shall be recorded on either audio or audio-visual tape. If for any reason the hearing cannot be completed on the date set in the public notice, it may be continued during the public hearing to a specified date, time and location without further public notice required.
- G. ~~Within ten (10) working days after the date the public record closes, the hearing examiner shall issue a written recommendation to the city council regarding the application(s).~~
- H. —The hearings examiner may ~~recommend~~ approval, approval with conditions or denial of the application ~~to the Lacey City Council~~ and shall provide written notice of its ~~recommendation~~ decision to the council, department, applicant, the applicant's designated representative, the property owner(s), and any other parties of record within fourteen (14) days of the close of the public hearing. The final decision of the hearings examiner shall include:
 - 1. A statement of the applicable criteria, standards and law;
 - 2. A statement of the findings the hearing examiner made showing the proposal does or does not comply with applicable approval criteria and assurance of compliance with applicable standards;
 - 3. A statement that the complete case file, including findings, conclusions and conditions of approval, if any, is available for

review. The notice shall list the place, days and times when the case file is available for review and the name and telephone number of the department representative to contact to arrange for a review.

~~I. Following the public hearing and in accordance with RCW 36.70A.035, the recommendation of the Hearing Examiner shall be forwarded to the City Council. Upon receiving the recommendation of the Hearing Examiner, the City Council shall set a public meeting to consider the proposal. This meeting shall take place no later than 30 days from the date of the Hearing Examiner decision. The Council may accept, modify or reject the recommendation. Village Center projects require mailings to property owners within 1000 feet of the subject project.~~

~~J. The City Council may accept, modify or deny the project.~~

~~K. The final decision of the City Council shall be in writing and include:~~

~~1. A statement of applicable criteria and law;~~

~~2. A statement of the findings indicating the application's or proposed development's compliance or non-compliance with each applicable approval criteria;~~

~~43.~~ A statement that the decision is final unless appealed, pursuant to Section 1D "Appeals", to Superior Court within twenty-one days of the issuance of the decision. The appeal closing date shall be listed.

~~54.~~ A statement that the complete case file, including findings, conclusions and conditions of approval, if any, is available for inspection. The notice shall state the place, days and times when the case file is available for inspection and the name and telephone number of the department's representative to contact to arrange inspection.

Section 30. Section 1D.010 of the City of Lacey Development Guidelines and

Public Works Standards is hereby amended as follows:

1D.010 Appeals

A. An administrative appeal of a decision of the department after Limited and Full Administrative Review shall be filed with the department by the applicant or any party of record pursuant to Section 1D.030. The

Hearing Examiner at a public hearing shall hear the administrative appeal as an open record appeal.

- B. An appeal of a ~~quasi-judicial-final~~ decision by the Hearing Examiner shall be timely filed as a judicial appeal pursuant to Section 1D.070~~with the department, by the applicant or any party of record pursuant to Section 1D.060. The appeal shall be heard as a closed record appeal by the City Council.~~
- C. An appeal of a final decision of the City Council shall be timely filed as a judicial appeal pursuant to Section 1D.070.
- D. The City shall have no obligation to the applicant or to any party to defend an appeal of a decision of the department, Hearing Examiner or the City Council.
- E. An aggrieved person, agency or department with standing may appeal a decision made by the City of Lacey. A person, agency or department with standing is one who is a party of record, as defined in Section 1D.030.

Section 31. Section 1D.030(H) of the City of Lacey Development Guidelines and

Public Works Standards is hereby amended as follows:

- H. Building Code Appeals. All appeals filed in accordance with LMC 14.18.030 shall be heard by the Hearing Examiner. Such appeals shall follow the procedures contained herein~~except that the decision of the Hearing Examiner shall be final pursuant to LMC 2.30.090 (C).~~

Section 32. Section 1D.060 of the City of Lacey Development Guidelines and

Public Works Standards is hereby repealed.

~~1D.060~~ — ~~Appeals to City Council~~

- ~~A. All decisions of the Hearing Examiner which have been timely appealed pursuant to this chapter and Section 2.30.160 shall come before the City Council for consideration in an open public meeting no longer than thirty days from the date an appeal is filed. The City Council shall consider the matter based upon the written record before the Examiner, the Examiner's decision and the written appeal. The written appeal shall contain the information required in 1D.030 (B) and~~

~~shall be accompanied by the appropriate fee submitted to the Department.~~

~~B. The City Council may accept, modify or reject the Examiner's decision, or any findings or conclusions therein. A decision by the City Council to modify or reject shall be supported by findings and conclusions. The Council's decision shall be rendered within twenty-one days after consideration in open public meeting unless all parties affected agree to an extension of such date.~~

~~C. The action of the Council approving, modifying, or rejecting a decision of the Hearing Examiner shall be conclusive, unless within twenty-one (21) calendar days from the date of the final Council action an aggrieved party or person files a land use petition with the Superior Court of Washington for Thurston County for the purpose of review of the action taken.~~

Section 33. Section 1D.070 of the City of Lacey Development Guidelines and

Public Works Standards is hereby amended as follows:

1D.070 Judicial Appeals of ~~City Council~~Final Decisions

- A. Appeals of an action of the City, with respect to an application for which all administrative appeals specifically authorized have been timely exhausted, shall be filed in the Thurston County Superior Court and served on all necessary parties within twenty-one (21) days after the date of issuance of the Notice of Final Decision, as determined pursuant to RCW 36.70C.040.
- B. Notice of the appeal and any other pleadings required to be filed with the Superior Court shall be served on the City Manager, the City Attorney, and the Director of Community Development within the twenty-one (21) day time period.
- C. The appellant may arrange for transcription of any hearings held on the application and copies from the file. All costs of transcribing the record, copying the file, and preparing the record on appeal shall be paid by the appellant. The appellant shall, prior to the department's preparation of the record, pay an advance deposit to the department in an amount determined by the department's fee schedule for copying materials. The fee schedule shall represent the department's reasonable costs of duplicating the record. Any excess advance deposit shall be promptly refunded to the appellant.

- D. The action of the City Council approving Comprehensive Plan amendments shall be final and conclusive, unless appealed to the Growth Management Hearings Board as provided under the Revised Code of Washington. The cost of preparing and certifying the transcript of records ordered by the Board shall be borne by appellant.
- E. Appeals of a decision to grant, deny or rescind a shoreline permit shall be governed by the provisions of Chapter 90.58 of the Revised Code of Washington.

Section 34. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 35. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 36. The Summary attached hereto is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY,
WASHINGTON, at a regularly-called meeting thereof, held this ____ day of _____, 2023.

CITY COUNCIL

By: _____
Mayor

Approved as to form:

City Attorney

Attest:

City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO 1650

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on December 7, 2023, Ordinance No. 1650, entitled AN ORDINANCE OF THE CITY OF LACEY RELATED TO DECISIONS BY THE HEARINGS EXAMINER AND THE CITY COUNCIL'S ROLE IN THE QUASI-JUDICIAL PROCESS, AMENDING SECTIONS 2.30.010-030, 2.30.060, 2.30.070, 2.30.090, 2.30.100, 2.30.160, 14.32.072, 15.10.090, 15.10.100, 15.10.120, 15.10.130, 15.10.140, 15.10.170, 15.20.020, 16.66.070 and 16.66.100, REPEALING SECTIONS 2.30.110-150, 2.30.170, 2.30.180, 2.30.210, 15.10.110, AND 15.20.040, ALL OF THE LACEY MUNICIPAL CODE, AMENDING SECTIONS 1C.050, 1D.010, 1D.030(H), 1D.070 AND REPEALING SECTION 1D.060, ALL OF THE CITY OF LACEY DEVELOPMENT GUIDELINES AND PUBLIC WORKS STANDARDS AND APPROVING A SUMMARY FOR PUBLICATION.

The main points of the Ordinance are described as follows:

1. The Ordinance amends Chapter 2.30 of the Lacey Municipal Code related to the Land Use Hearings Examiner.
2. The Ordinance amends Chapter 14.32 of the Lacey Municipal Code related to Hearings Examiner decisions for Historical Trees.
3. The Ordinance amends Chapter 15.10 of the Lacey Municipal Code related to Hearings Examiner decisions for Preliminary plats.
4. The Ordinance amends Chapter 15.20 of the Lacey Municipal Code related to Hearings Examiner decisions for Variances.
5. The Ordinance amends Chapter 16.66 of the Lacey Municipal Code related to Hearings Examiner decisions for Conditional Use Permits.
6. The Ordinance amends Section 1C.050 of the City of Lacey Development Guidelines and Public Works Standards related to Quasi-Judicial review of land use applications.
7. The Ordinance amends Chapter 1D of the City of Lacey Development Guidelines and Public Works Standards related to Appeals of land use decisions.
8. The Ordinance approves this summary for publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: _____, 2023.



LACEY CITY COUNCIL WORKSESSION

December 07, 2023

SUBJECT: Lacey City Council Meeting Time and Place

RECOMMENDATION: “Next Steps” section of this staff report provides four (4) options for the Lacey City Council to consider.

Option 1 is recommended:

“Motion to adopt Ordinance 1651 amending Lacey Municipal Code 2.04.010, Time and Place, changing Regular and Worksession meetings of the City Council from Thursdays to Tuesdays.”

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager (Acting City Manager) *SKF*

ORIGINATED BY: City Manager’s Department

ATTACHMENTS: 1. Ordinance 1651

FISCAL NOTE: Not applicable

PRIOR REVIEW: [Lacey City Council Worksession](#) – November 9, 2023
[Lacey City Council Worksession](#) – September 28, 2023
[Commission on Equity](#) – August 28, 2023
[Lacey City Council Worksession](#) – August 10, 2023

**WORK PLAN GOAL:
AND STRATEGY** An Engaged Community (L)

COMM. PLAN: Goal 2 (C) – Create relationships and continue to build capacity with historically underrepresented communities to ensure barriers to participation are eliminated allowing individuals to participate in decisions that impact the community, as desired.

COE

RECOMMENDATION: Pursue alternatives to the current legislative process to reduce potential barriers to participation.

BACKGROUND: On September 28, 2023, the Lacey City Council directed staff to proceed with bringing forward materials for review that would change Lacey City Council meeting dates from

Thursdays to Tuesdays. To move forward with this change, the Lacey City Council would need to adopt an ordinance changing Lacey City Council meeting dates from Thursdays to Tuesdays.

Ordinance 1651, **Attachment 1**, would amend Lacey Municipal Code (LMC) 2.04.010, Time and Place, to allow for the above-described change in meeting dates for Regular and Worksession meetings. Notably, this ordinance maintains the current Lacey City Council meeting time of 6:00 p.m.

Next Steps. Upon review, the Lacey City Council could consider one of the following options:

Option 1: Adopt Ordinance 1651 amending Lacey Municipal Code 2.04.010, Time and Place, changing Regular and Worksession meetings of the Lacey City Council from Thursdays to Tuesdays.

Option 2: Do not adopt Ordinance 1651 and continue with holding Regular and Worksession meetings of the Lacey City Council on Thursdays.

Option 4: Provide direction to City staff on other elements to consider. After further diligence on these elements, City Staff would then return to the Lacey City Council to review additional materials for consideration.

Option 5: Some other option not contemplated in the above options.

ORDINANCE NO. 1651

CITY OF LACEY

AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON RELATED TO THE TIME AND PLACE OF CITY COUNCIL MEETINGS, AMENDING SECTION 2.04.010 OF THE LACEY MUNICIPAL CODE AND APPROVING A SUMMARY FOR PUBLICATION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON as follows:

Section 1. Section 2.04.010 of the Lacey Municipal Code is hereby amended to read as follows:

Time and place.

The city council shall hold its regular meetings on the first and third ~~Thursdays~~ Tuesdays of each calendar month. All regular meetings of the city council shall commence at 6:00 p.m. on such days and shall be held at Lacey City Hall at 420 College Street SE, in the city council chambers at such address, or at such other place as may be determined by the city council in accordance with the requirements of the State Open Public Meetings Act. Work sessions of the city council which shall be considered regular meetings for purposes of the State Open Public Meetings Act shall be held at the same time and same place on the second and fourth ~~Thursdays~~ Tuesdays of each month.

Section 2. This Ordinance shall take effect five (5) days after its passage and publication as provided by law.

Section 3. SEVERABILITY. If any section, sentence, clause or phrase of this ordinance should be held to be invalid by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. CORRECTIONS. The City Clerk and the codifiers of this ordinance are authorized to make corrections to this ordinance including, but not limited to, the corrections of scrivener's/clerical errors, references, ordinance numbering, section/subsection number and any references thereto.

Section 5. The Summary Attached is hereby approved for publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this ____ day of _____, 2023.

CITY COUNCIL

BY: _____
Mayor

Attest:

Approved as to form:

City Clerk

City Attorney

Published: _____

SUMMARY FOR PUBLICATION

ORDINANCE NO 1651

CITY OF LACEY

The City Council of Lacey, Washington passed on December 7, 2023, Ordinance No. 1651, entitled “AN ORDINANCE OF THE CITY OF LACEY, WASHINGTON RELATED TO THE TIME AND PLACE OF CITY COUNCIL MEETINGS, AMENDING SECTION 2.04.010 OF THE LACEY MUNICIPAL CODE AND APPROVING A SUMMARY FOR PUBLICATION.”

The main points of the Ordinance are described as follows:

1. The Ordinance amends section 2.04.010 of the Lacey Municipal Code related to the time and place of Council Meetings.
2. The Ordinance approves this summary for Publication.

A copy of the full text of this Ordinance will be mailed without charge to any person requesting the same from the City of Lacey.

Published: _____, 2023.



LACEY CITY COUNCIL WORKSESSION

December 07, 2023

SUBJECT: City Council Policies-Procedures Manual Update: Eliminate Committees and other comprehensive updates

RECOMMENDATION: “Next Steps” section of this staff report provides four (4) options for the Lacey City Council to consider.

Option 1 is recommended:

“Approve Resolution 1142 amending the City Council Policies and Procedures Manual to eliminate Committee meetings and make other comprehensive updates.

If Ordinance 1650 is approved:

“Approve Resolution 1142 as modified to remove references to the Hearing Examiner, amending the City Council Policies and Procedures Manual to eliminate Committee meetings and make other comprehensive updates.”

STAFF CONTACT: Shannon Kelley-Fong, Assistant City Manager (Acting City Manager) *SKF*

ORIGINATED BY: City Manager’s Department

ATTACHMENTS:

1. Resolution 1142 with Exhibit A
2. Alternate Exhibit A – Modified to remove references to the Hearings Examiner (if Ordinance 1650 is approved)

FISCAL NOTE: Not applicable

PRIOR REVIEW:

- [Lacey City Council Worksession](#) – November 9, 2023
- [Lacey City Council Worksession](#) - September 28, 2023
- [Commission on Equity](#) – August 28, 2023
- [Lacey City Council Worksession](#) – August 10, 2023

**WORK PLAN GOAL:
AND STRATEGY** An Engaged Community (L)

COMM. PLAN: Goal 2 (C) – Create relationships and continue to build capacity with historically underrepresented communities to ensure barriers to participation are eliminated allowing individuals to participate in decisions that impact the community, as desired.

**COE
RECOMMENDATION:** Pursue alternatives to the current legislative process to reduce potential barriers to participation.

BACKGROUND: On September 28, 2023, the Lacey City Council directed staff to proceed with bringing forward materials for review that would eliminate Committee Meetings. To move forward with this change, the Lacey City Council would need to adopt a resolution modifying the City Council Policies-Procedures Manual to remove references to Committee Meetings. Resolution 1142, **Attachment 1**, would amend the City Council Policies-Procedures Manual, to allow for the above-described change. In addition, Resolution 1142, would also provide a comprehensive update to the City Council Policies-Procedures Manual described in more detail below.

On June 9, 2011, the Lacey City Council adopted the Council Policies-Procedures Manual to standardize the process for implementing current and new Council practices, procedures, and policies. The last comprehensive review and update to the Council Policies-Procedures Manual occurred in 2021.

In brief, the comprehensive revisions to the Council Policies-Procedures Manual in Resolution 1142 include:

1. **Throughout** - Removing all references to Committee Meetings.
2. **Chapter 7** - Updating Lacey City Council meeting dates to Tuesdays.
3. **Throughout** - Updating language to be more inclusive, e.g., removes references to “citizens” and replaces it with “community members” as community members can include: residents, business owners, other governmental and non-profit partners, visitors, etc.
4. **UPDATED: Chapter 2 and Chapter 7** - Providing a definition for “Excused” and “Unexcused or Absent” to add clarity for public meeting attendance in Section 2.08 and Section 7.07. Updating language on Council position vacancies in Section 2.08.
5. **UPDATED: Section 2.12** – Restoring and updating language allowing for Special Committees of the Lacey City Council.
6. **UPDATED: Sections 2.13** – To reduce redundancy, updating references to “Council Intergovernmental Boards & Commissions” to “Council Intergovernmental Boards” and providing a definition of “Council Intergovernmental Boards” in Section 2.13 of “Councilmembers represent the City on regional intergovernmental boards, including boards, commissions, ad hoc committees, and other regional bodies, to facilitate communication relating to a variety of matters including planning, transportation, utilities, housing, the environment, and social services.”
7. **UPDATED: Sections 2.14 and 2.15** - Updating the Advisory Board and Commission recruitment to the existing practice. Restoring Mayor and Council roles in appointment and confirmation process language to reflect existing language. Adding language that Councilmembers receive appointee materials as part of the application process.
8. **UPDATED: Section 2.14** – Updating references to Park, Culture, and Recreation Board members and adding language excluding Lacey Youth Council representatives from residency requirements as representatives on advisory boards.

9. **Sections 2.14 and 2.15** - Removing references to TCMedia Board of Directors.
10. **Throughout** - Updating references to various City webpages and other City technologies.
11. **Section 2.16** - Updating Lacey Youth Council policy to increase program flexibility, reflect current practice, and meet meeting time changes.
12. **Section 5.06** - Removing the section “Requesting a Council Resolution on Public Issues.” Resolutions are typically requested by other local governments. Community members could always express that the Council consider a Resolution through the public comment process. Community members could also request a proclamation through the “Public Requests for Proclamations” process.
13. **Section 5.07** - Updating “Council Proclamations” to allow for organization-led and public proclamations.
14. **Section 5.11** - Updating “Social Media” to include notifying the City Manager of social media sites/tools used by Councilmembers as a limited forum to communication with their constituents and members of the public regarding the City. This section also includes that the City Manager, or designee, may request capturing these accounts with City-approved archiving programs to retain potential City records.
15. **Section 7.07** - Updating the “Agenda Timeline” to provide the City Manager the discretion to set timelines for agenda packet materials. This will allow the City Manager to determine a schedule conducive to City business with the change in meeting days from Thursdays to Tuesdays.
16. **UPDATED: Section 7.07** - Updating “Order of Business” sections for Regular and Worksession meetings to include the Land Acknowledgement, consolidate “Public recognitions, proclamations, and public comment”, and removing “Referrals from Planning Commission” as these often result in duplications with Ordinances or Resolutions. This removal is consistent with the recommendations of the City’s other advisory boards.

Additionally, removing references to “Referral from Hearing Examiner” in the Alternative Exhibit A, see **Attachment 2**, if Ordinance 1650 is approved.
17. **Section 7.07** - Expands the purpose of the “City Manager’s Report.”
18. **UPDATED: Throughout** – To reduce redundancy, updating references to “Advisory Boards and Committees” to “Advisory Boards” and providing a definition of “Advisory Boards” in Section 2.14 of “Advisory Boards include boards, commissions, committees, and other bodies serving in an advisory capacity to the Lacey City Council.”
19. **UPDATED: Throughout** – Updating references to “Elected Officials” to “Councilmembers” to be consistent with language found in majority of the policy.
20. **Throughout** - Other updates and edits to reflect contemporary practices and names.

Next Steps. Upon review, the Lacey City Council could consider one of the following options:

Option 1: Approve Resolution 1142 amending the City Council Policies and Procedures Manual to eliminate Committee meetings and make other comprehensive updates.

If Ordinance 1650 is approved:

Approve Resolution 1142 as modified to remove references to the Hearing Examiner, amending the City Council Policies and Procedures Manual to eliminate Committee meetings and make other comprehensive updates.

Option 2: Do not approve Resolution 1142 and continue with Committee meetings and make no comprehensive updates to the City Council Policies and Procedures Manual.

Option 3: Provide direction to City staff on other elements to consider. After further diligence on these elements, City Staff would then return to the Lacey City Council to review additional materials for consideration.

Option 4: Some other option not contemplated in the above options.

RESOLUTION NO. 1142

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY RELATED TO THE LACEY CITY COUNCIL POLICIES AND PROCEDURES MANUAL.

WHEREAS, on June 9, 2011, the Lacey City Council adopted the Lacey City Council Policies and Procedures Manual to standardize the process for implementing current and new Council practices, procedures, and policies; and

WHEREAS, on August 10, 2023, September 28, 2023, and November 9, 2023, the Lacey City Council reviewed the City of Lacey's legislative meeting processes, to include reviewing Committee, Worksession, and Regular Meetings of the City Council; and

WHEREAS, on August 28, 2023 the City of Lacey Commission on Equity also reviewed the City's legislative meeting processes and recommended pursuing alternatives to committee meetings to reduce potential barriers to participation; and

WHEREAS, to streamline legislative meeting processes, improve operational efficiencies, and reduce barriers to civic participation in local government, the Lacey City Council desires to eliminate Committee Meetings effective January 1, 2024; and

WHEREAS, the Lacey City Council Policies and Procedures Manual references Council Committees in several sections; and

WHEREAS, City staff prepared an update to Lacey City Council Policies and Procedures Manual which included removing all references to Committee Meetings of the Lacey City Council, in addition to, general updates in several sections to reflect current practice, relevant information, and language inclusivity enhancements; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, that the Lacey City Council Policies and Procedures Manual shall be updated to remove all references to Committee Meetings of the Lacey City Council, and update several sections to reflect current practice, relevant information, and language inclusivity enhancements, as set forth in **Exhibit A**.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this 7th day of December, 2023.

SIGNATURE PAGE FOLLOWS

CITY COUNCIL

BY: _____

MAYOR

Attest:

Approved as to form:

City Clerk

City Attorney

Lacey City Council

Policies and Procedures Manual

Updated ~~10.05~~12.07.2023



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LAND ACKNOWLEDGEMENT

We acknowledge the ancestral land we are on today as the traditional territory of the Tribal People of the Treaty of Medicine Creek, signed in 1854, including the Nisqually Indian Tribe and Squaxin Island Tribe.

We acknowledge, remember, and must not forget those Tribal People that are named but not recognized today, and who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here.

We acknowledge, Indigenous People who called the land home before the arrival of settlers and have been here Since Time Immemorial.

We recognize the relationship that exists between Indigenous People and their traditional territories, which include the religious significance, self-determination, identity, and economic factors. The relationship helps all people heal from the past and learn how not to inflict new wounds today.

We recognize and respect Indigenous People as traditional stewards of this land, and acknowledge the Tribal Governments and their role today in taking care of these lands. We recognize that this land acknowledgement, and the Nisqually-Lacey Accord of 2011, are small steps toward true allyship. We commit to partnering with the Tribal People of the Treaty of Medicine Creek to continue to uplift the voices, experience, and histories of indigenous people of this land and beyond.

We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

Visit www.CityofLacey.org/LandAcknowledgement for more information

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FOREWORD

The Council Policies-Procedures Manual provides a standardized process for implementing current and new City Council practices, procedures and policies. The intent is to provide a comprehensive resource book for City Council actions and practices.

Copies of the document are available ~~in the Council Workroom and posted~~ on the City of Lacey's website at CityofLacey.org.

The ~~appropriate~~City Council ~~Committee (or Committees)~~ will review amendments or additions to the Council Policies-Procedures Manual, as needed. ~~Committees may forward amendments or additions to the Council Policies-Procedures Manual to a regular Council Meeting for action or to a Council Worksession or additional committee meeting for further review.~~ All amendments or additions to the Council Policies-Procedures Manual will be adopted by LaceyCity Council Resolution.

~~Lacey Council Policies-Procedures Manual~~

Approved: ~~June 9, 2011~~

Amended: ~~May 9, 2013~~

~~June 25, 2015~~

~~May 12, 2016~~

~~July 28, 2016~~

~~August 23, 2018~~

~~September 13, 2018~~

~~November 1, 2018~~

~~March 14, 2019~~

~~June 25, 2020~~

~~November 2, 2020~~

~~January 21, 2021~~

~~March 18, 2021~~

~~May 20, 2021~~

~~June 17, 2021~~

Approval and Amendments:

Date	Resolution No. *,*	Section(s) Amended
<u>June 9, 2011</u>	=	<u>APPROVED</u>
<u>May 9, 2013</u>	=	=
<u>June 25, 2015</u>	=	=
<u>May 12, 2016</u>	=	=
<u>July 28, 2016</u>	=	=
<u>August 23, 2018</u>	=	=
<u>September 13, 2018</u>	=	=
<u>November 1, 2018</u>	=	=
<u>March 14, 2019</u>	=	=
<u>June 25, 2020</u>	=	=
<u>November 2, 2020</u>	=	=

<u>January 21, 2021</u>	=	=
<u>March 18, 2021</u>	=	=
<u>May 20, 2021</u>	=	<u>Naming of Public Facilities and Memorial Roadways</u>
<u>June 17, 2021</u>	=	<u>Public Art Policy Updates</u>
August 19, 2021	<u>41071107</u>	Comprehensive Update
December 16, 2021	<u>41121112</u>	Remote Participation at Council Meetings
June 2, 2022	<u>41181118</u>	Public Comment
September 15, 2022	<u>41201120</u>	Flag Policy Update
March 2, 2023	<u>41261126</u>	Corporate Sponsorship and Naming Rights Policy
June 15, 2023	<u>41321132</u>	Council Policies-Procedures Manual – Chapters 7 & 9
<u>September 24</u> <u>December 7, 2023</u>	<u>4137</u> NUMBER	<u>Land Acknowledgement Policy</u> <u>Removed references to Council Committees;</u> <u>Comprehensive update</u>
<u>October 5, 2023*Amendments prior to August 19, 2021 did not require resolutions</u>	<u>4138</u>	<u>Advisory Board Stipend Program</u>

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CHAPTER 1

Introduction and Overview

Municipal Code City

The City of Lacey ("City") was incorporated in December 1966 and is designated as an optional municipal code city. The optional municipal code, [RCW 35A](#), was devised as an alternative to the existing statutory system of municipal government in Washington. The basic objective of the code was to increase the abilities of cities to cope with complex urban problems provided by broad statutory home rule authority in matters of local concern to all municipalities, regardless of population.

Under the optional municipal code, cities may take any action on matters of local concern so long as that action is neither prohibited by the State Constitution nor in conflict with the general law of the state. The powers granted to code cities includes all the powers granted to any other class of city in any existing or future legislative enactment, unless the legislature specifically makes a statute inapplicable to code cities.

City Mission Statement

The City has adopted a Mission Statement that guides the actions of the organization, defines the City's overall goals, provides a sense of direction and purpose, and guides decision-making.

*Quality Service
Community Leadership
Innovation in Local Government*

"Our mission is to enrich the quality of life in Lacey for all our citizens... to build an attractive, inviting and secure community. We pledge to work in partnership with our residents to foster community pride, to develop a vibrant, diversified economy, to plan for the future, and to preserve and enhance the natural beauty of our environment."

City Vision Themes

In 1990, the City developed eight guiding themes to implement the City's vision.

- Environmental Stewardship
- A Vibrant Place to Live, Work and Play
- Coordinated and Collaborative Planning
- Excellence in Programs and Services
- An Engaged Community
- Quality Transportation and Utility Infrastructure
- A Safe and Secure Community
- Financial Stewardship and Accountability

Organizational Values

The City adopted a set of core values that guide the organization, its behavior, beliefs and performance.

- Integrity
- Productivity
- Stewardship
- Empathy
- Leadership
- Collaboration
- Service
- Professionalism
- Innovation
- Diversity
- Accountability
- Honesty

1.01 Council Manager Form of Government

The City is a Council-Manager form of government ([RCW 35A.13](#)). The City Council ("Council") is the elected governing body of the City. The Council is comprised of seven members elected at large by its ~~citizens~~community members, each serving four-year staggered terms. The Council is a non-partisan body and represents all residents within city limits. In a Council-Manager form of government, all legislative and policy-making powers are vested in the Council. Councilmember's act as the City's legislative body with authority to enact laws, adopt the budget, determine service priorities, make public policy, and appoint ~~citizen~~advisory boards, ~~commissions, and committees~~.

By statute, the Council selects the Mayor from among its members. The Mayor's responsibilities are primarily to preside at council meetings, and act as head of the City for ceremonial purposes and for purposes of military law. The Mayor votes as a ~~councilmember~~Councilmember and does not have any veto power. The Council elects a Mayor and Deputy Mayor every two years.

The Council appoints a professionally-trained and experienced public administrator, the City Manager, who implements the goals, policies and vision of the Council as chief administrative officer of the City.

1.02 Interpersonal Standards, Protocols, and Ground Rules

The Council values a positive and productive working relationship amongst itself and with neighboring colleagues, City staff, and the public. Toward that end, the Council adopted a set of interpersonal standards, operating protocols, and ground rules to foster and promote collaborative, respectful, and healthy working relationships as follows:

- Always conduct oneself in a professional, courteous, and respectful manner.
- Never compromise your personal integrity or the honor and good faith of the City.
- Do not criticize in public. Issues should be addressed in private when possible.

- Listen attentively. Avoid interrupting. Be respectful, even with those you disagree.
- Do not act as a ~~committee~~decision maker of one. Governing a city requires a team effort.
- Remember, we represent all of the people, not a select few interests.
- Arrive on time. Be prepared for meetings. Read and study your materials.
- Avoid engaging in debates with the public or ~~individual citizens~~community members.
- Avoid texting, e-mailing, making or receiving calls during meetings.
- Strive for consensus as an operating goal.
- Always be respectful of one another, the public, city staff.
- Be open, honest and diplomatic when communicating.
- Accept constructive input and feedback.
- Return calls and respond to inquiries in a timely manner.
- Do not spring surprises on colleagues and staff, especially at formal meetings – notify others of issues and concerns ahead of time.
- Respect and support decisions of the majority of Council.
- Make decisions on the basis of public policy and be consistent.
- Do not be misled by the strong demands of special interest groups – find the long-term public interest of the community as a whole.
- Do not rush to judgment. Seek out the facts before drawing quick conclusions.
- Do not give quick answers when you are not sure.
- Do not make promises you cannot deliver. Many decisions and actions require the approval of the governing body or must be consistent with adopted policy.
- Be respectful of differences. Accept disagreements. Vote and move on.
- Participate in official meetings with the dignity and decorum fitting of those who hold a position of public trust.
- Do not be afraid to ask questions. It is one of the best ways to learn.
- Vote yes or no on motions. Do not abstain, except when you have a conflict of interest.
- Respect the letter and the intent of the open meetings law.
- Do not bypass the system. Stick to policy and avoid personal involvement in the day-to-day operations of the City.
- Be friendly and deal effectively with the news media. Make sure what you say is what you mean.
- Know your neighbors. Get to know the officials of neighboring jurisdictions.
- Never allow conflicts of interest to arise between your public duties and your private interests.
- Do not personally criticize other Council members who vote against or disagree with you.

1.03 Overview of Key City Documents

The following is a summary of some of the key documents that establish Council direction. Many other laws, regulations, plans and documents bind the Council to specific actions and practices.

Lacey Municipal Code (LMC)

The municipal code contains laws and regulations adopted by ordinances. [LMC Chapter 2](#), Administration and Personnel, defines the role of Mayor, Deputy Mayor and Councilmembers, and describes the organization of Council meetings, and responsibilities and appointment of City staff positions and advisory boards ~~and commissions~~. In addition to these administrative matters, the municipal code contains a variety of laws including, but not limited to, zoning standards, health and safety issues, traffic regulations, building standards, and revenue and finance issues. The municipal code is available ~~in the Council workroom, and~~ on the City's website at [CityofLacey.org \(Lacey Municipal Code\)](https://lacey.municipal.codes/).~~at https://lacey.municipal.codes/.~~

Personnel Policies ~~and Procedures Handbook~~ Manual

The Personnel Policies and Procedures Handbook provide operating rules and requirements for employees, including compensation, benefits, hiring, and supervision. A copy of the Personnel Policies ~~and Procedures Handbook is located in the Council workroom.~~ Manual is located online: [CityofLacey.org/union-contracts-policies-pay/](https://cityoflacey.org/union-contracts-policies-pay/)

Revised Code of Washington (RCW)

State laws contain many requirements for the operation of city government and the administration of meetings of Councils throughout the state. The City is a Code City and is governed by [RCW 35.A.13](#). The [Washington Administrative Code](#) (WAC) outlines procedures for implementing state laws set forth in the RCW. Copies of both the RCW and WAC are available online.

Annual Budget

The annual budget promotes fiscal prudence while maintaining all service levels, and funding for important capital improvement projects. The budget is the foundation, upon which the Council makes policy decisions, sets priorities, allocates resources, and provides the framework for government operations. The City Manager prepares and submits a proposed budget to the Council for approval and adoption. The budget is available ~~in the Council workroom and~~ on the City's website at [CityofLacey.org \(Reports & Plans Library\)](#).~~.~~

Comprehensive Plan

State law mandates that each municipality develops and implements a Comprehensive Land Use Plan to address its long-range planning needs. Elements of the plan include land use, transportation, economic development, water, wastewater, parks, utilities, and housing. State law requires updates every six years, although sections of the plan may be revised more

frequently, as needed. The Comprehensive Plan is located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Development Guidelines and Public Works Standards

This document is a supplement to the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction as adopted by [LMC 14.20.10](#). While these infrastructure construction standards apply to all projects within the City limits, they are also intended to be used in applicable circumstances when the City's service areas, annexation areas or planning areas extend outside its City limits. These standards are minimum standards and are intended to assist, but not substitute for competent work by engineering and design professionals. Special conditions or environmental constraints may require a more stringent design than would normally be required under these standards. The Development Guidelines and Public Works Standards are located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Six-Year Capital Improvement Plan

The Six-Year Capital Improvement Plan serves as a guide for determining priorities, planning, financing and constructing capital projects which improve the physical infrastructure, capital assets, or productive capacity of City services. A copy of the Capital Improvement Plan is located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Comprehensive Emergency Management Plan (CEMP)

The City maintains a disaster preparedness plan that outlines actions to be taken during times of extreme emergency. The Mayor is called upon to declare the emergency, and the City coordinates emergency efforts with a regional county team. A copy of the plan is ~~available through~~ located on the ~~City Clerk's office.~~ City's website at: <https://cityoflacey.org/resources/disaster-preparedness/>

Shoreline Master Plan

The City's Shoreline Master Plan regulates the development and use of shorelines within City boundaries in compliance with [RCW 90.58](#). No land use, water alterations, or development can occur within the jurisdiction of the Shoreline Management Act without first obtaining a permit. Permit processes and fees related to implementation of this Shoreline Master Program (SMP) are contained within the City's Development Guidelines and Public Works Standards. ~~A draft of the Shoreline Master Plan is,~~ located on the City's website at: [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/resource_library/guidelines-and-standards/).https://cityoflacey.org/resource_library/guidelines-and-standards/

CHAPTER 2

Council: General Powers and Responsibilities

Overview

The powers of the Council are to be used for the benefit of the community and its residents to provide for the health, safety and general welfare of its citizens/community members. The City values personal honesty and integrity, open and accessible government, fiscal responsibility, fair treatment of individuals, and commitment to customer service.

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. Although the Mayor has additional ceremonial and presiding officer responsibilities, all members are equal when establishing policies, voting and performing their Council duties.

Policy is established by a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action. Councilmember's should respect the decision of the majority and are expected to follow adopted Council rules, policies and protocols.

It is the City Manager's responsibility to ensure the policy of the Council is enacted. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

2.01 Eligibility for Office

In order to be eligible to hold elective office as a Councilmember, a citizenan individual must be a registered voter of the City at the time of filing their declaration of candidacy and have been a resident of the City for a period of at least one year preceding the election ([RCW 35A.12.030](#)).

2.02 Elections – Terms of Elective Officers

The seven-member Council is elected at biennial municipal elections by majority vote from the City at large. Elected Councilmembers serve four-year staggered terms. The Council is a non-partisan body and represents all residents within City limits ([RCW 35A.12.040](#)).

2.03 Lacey Council: General Powers and Responsibilities

Council and Administration

Councilmember's act as the legislative body with authority to enact laws, adopt the budget, determine service priorities, make public policy, and appoint citizenadvisory boards, commissions, and committees ([RCW 35A.13.230](#)). The City Manager and staff serve as the executive/administrative branch. In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, members of Council refrain from becoming directly involved in the administrative activities of the City.

Except for the purpose of inquiry, the Council should communicate with City staff primarily through the City Manager, ~~and neither the~~. ~~The Council nor any committee member shall not~~ give orders to any staff member without the City Manager's authorization. The City Manager may choose to establish formal or informal norms for routine Council-staff interaction ~~and staff support of Council committees.~~ In addition, Council can fully and freely discuss with the City Manager in open session anything pertaining to appointments and removals of City staff and City affairs.

Non-Participation in Judicial Matters

The City contracts for court services with the Thurston County Superior Court. The City Manager, Council and staff may not interfere with judicial processes or decisions. The Council has no policy direction over judicial matters.

Legislative Role of Councilmembers

Councilmembers serve important legislative roles in the ~~Community~~community. Councilmembers work to establish policy, enact local laws, appoint and supervise officials, decide appointments to ~~advisory boards and commissions~~, and call special elections, when necessary. Elements of these roles include:

- *Establish Policy*
 - Adopt goals and objectives
 - Establish priorities for public services
 - Approve/amend the operating and capital budgets
 - Approve intergovernmental agreements and certain contracts
 - Adopt resolutions
- *Enact Local Laws*
 - Adopt ordinances
- *Appoint and Supervise Officials*
 - Appoint City Manager ([RCW 35A.13.050](#))
 - Evaluate performance of City Manager
 - Appoint Hearings Examiner ([LMC 2.30.020](#))
 - Establish advisory boards ~~and commissions~~ ([LMC 2.32](#), [2.34](#), [2.42](#), [2.44](#), [2.46](#))
 - Make appointments to advisory boards ~~and commissions~~ ([RCW 35A.13.080](#))
 - Provide direction to advisory bodies
- Decide *Council appointments* to ~~Committees and~~ Intergovernmental Boards ~~and Commissions~~
- Call *Special Elections* when necessary

Council's Role in the Community

Councilmembers serve several community support roles, which are:

- Provide public leadership
- Represent constituents to promote representative governance
- Mediate conflicting interests while building a consensus
- Communicate the City's vision and goals to constituents
- Represent the City's interest at regional, county, state and federal levels
- Make decisions
- Analyze problems/issues
- Review alternatives/solutions
- Determine best course of public policy

Representation on Council Committees

The Lacey Council established six standing committees by City ordinance:

- Community Relations & Public Affairs Committee
- Finance & Economic Development Committee
- General Government & Public Safety Committee
- Land Use & Environment Committee
- Transportation Committee
- Utilities Committee

Three Councilmember's serve on each committee. The Mayor appoints committee members with the consent of Council. The committee elects a Chair who presides over the meetings. Each committee member has equal representation on their respective committee.

Council may vote to establish ad hoc committees. Ad hoc committees must follow Robert's Rules of Order.

Committee Recommendations

Council committee recommendations are presented to the full Council by the respective Committee Chair. The committee chair reports on committee recommendations during a regular Council Meeting under Standing General Committee Reports. If an item does not have a majority recommendation from the committee, or needs further discussion, it is forwarded to a Council Worksession.

Non-Committee Member Attendance at Committee Meetings

In compliance with the Open Public Meetings Act, if a fourth Councilmember decides to attend a committee meeting, he/she should notify the City Manager's office in a timely manner in order for the meeting to be noticed to the public appropriately. Where a fourth Councilmember attends, and proper public notice has not been provided, the fourth member should refrain from participating at the meeting and must sit in seating provided for the public.

2.04 Role of Mayor and Deputy Mayor

The Mayor serves as Chair of the Council and presides over meetings of the Council. The Mayor retains all the rights, privileges, and immunities of a member of the council. The Mayor serves as the head of the City for ceremonial purposes and is recognized by the governor for purposes of military law. The Mayor has no regular administrative duties ([RCW 35A.13.030](#); [LMC 2.09.005](#)).

The Council has authorized the Mayor to sign, on behalf of the Council, proclamations which are non-controversial in nature and comply with Council policy on proclamations.

The Deputy Mayor serves as Mayor in the absence of, or temporary disability of, the Mayor and has all the powers of the Mayor when serving. In addition to the powers conferred upon the Deputy Mayor, they shall continue to have all the rights, privileges and immunities of a member of the Council ([RCW 35A.13.035](#); [LMC 2.09.005](#)).

Biennially, at the first meeting of the New Year, the Council, by majority vote, shall choose a Mayor and a Deputy Mayor.

2.05 Incompatibility of Offices

There are certain restrictions on a Councilmember holding any other public office or employment within City government. [RCW 35A.12.030](#) provides that a Mayor or Councilmember cannot hold other public office or employment within City government unless permitted under the code of ethics for municipal officers ([RCW 42.23](#)). Councilmembers can serve as volunteer fire-fighters or reserve law enforcement officers if authorized by resolution by a two-thirds vote of the full City Council.

2.06 Election of Officers

Prior to the election of officers, all newly-elected members of Council will be administered the oath of office by the City Attorney or a judge. Once sworn in, the full Council will proceed with the election of officers ([RCW 35A.13.035](#)).

Procedure

1. If there is no sitting Mayor, prior to the election of the new Mayor, Council nominates and elects an Interim Chair from among its members.
2. In such case, the Interim Chair conducts the election of the Mayor.
3. The Interim Chair calls for nominations.
4. Each member of the Council may nominate one person. Nominations do not require a second.
5. A nominee who wishes to decline the nomination announces this at time of their nomination.
6. The Interim Chair closes nominations.

7. The Interim chair conducts the election by voice ballot for each candidate.
8. The City Clerk records into the minutes of the meeting the manner in which each vote was cast.
9. A nominee must receive a majority vote of the members present in order to be elected.
10. The newly elected Mayor chairs the nominations and election of the Deputy Mayor.
11. The Council follows the same nomination and election process to elect the Deputy Mayor.

If the Mayor or Deputy Mayor resigns, the Council appoints a new Mayor or Deputy Mayor, following the same procedure.

2.07 Absence of Mayor

In the absence of the Mayor, the Deputy Mayor shall perform the duties of the Mayor. In the absence of both the Mayor and Deputy Mayor, the Council elects, by majority vote, a Chair to preside over the meetings of the Council, using the following procedure:

1. The senior Councilmember convenes the meeting and announces that the Mayor and Deputy Mayor have excused absences and will not be in attendance that evening.
2. The senior Councilmember announces that the Council officially needs to select a chair to run the meeting and be authorized to sign any proclamations, resolutions, or ordinance to be acted on that evening.
3. The senior Councilmember calls for a nomination(s) from the Council. No second is required.
4. The senior Councilmember calls for a vote on the nomination(s) and announces the result.
5. The Councilmember elected presides over the meeting.

2.08 Council Attendance

At the beginning of each Council Meeting, the Mayor will excuse any Councilmember who has contacted the Mayor or City Manager's office prior to the meeting to notify them of their absence.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

A council position becomes vacant if a Councilmember ~~fails to attend~~ is unexcused or absent for three consecutive ~~regular~~ Regular meetings of the Council ~~without being excused by the Mayor.~~

([RCW 35A.12.060](#) as now or hereafter amended).

2.09 Council Vacancy

A Council position is officially declared vacant upon the resignation, recall, forfeiture of position, or death of a Councilmember. The remaining members of the governing body shall appoint a qualified person to fill the vacant position ([RCW 35A.13.020](#)).

Resignation Process

Council must receive a written notice with an effective date of resignation. The resignation is effective as of the date provided in the written notice. Council accepts the resignation by a motion and vote.

Appointment Process

The City Manager's office coordinates the recruitment process.

1. The City Manager's office issues an advertisement to the local paper and other media outlets for a 2-3-week period. The announcement includes the requirements necessary to hold office, time to be served in the vacant position, election information, salary information, Council duties, and the deadline date and time for submitting applications ([RCW 35A.13.020](#)).
2. The City Manager prepares an application form that requests appropriate information for Council consideration of the applicants. Applications will be available at City Hall, and posted on the website.
3. Applications received by the deadline are copied and distributed to the Council. Packets may contain additional information, such as resumes and references.
4. Prior to interviews, the Mayor requests and accepts suggested interview questions from each Councilmember.
5. The Clerk's office publishes the required public notice for the meeting scheduled for interviewing applicants for consideration for the vacant position.
6. The Clerk's office notifies applicants of the location, date and time of the Council interviews.

Interview Requirements

- Interviews with candidates must be held in an open public meeting.
- The applicants' order of appearance will be determined by the date and time when the application was received.

- The decision as to which applicants to interview will be determined by the Council based on the information contained in the application form.
- The Council will ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and answer the same set of questions. Follow-up questions, based upon responses, are permitted.
- An informal question and answer period in which Councilmembers ask and receive answers to miscellaneous questions may be set aside for 10 minutes upon approval of a majority of Councilmembers.

Voting

1. Upon completion of the interviews, the Council may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by ~~City~~ Council must be in open public session. The Council may not determine who to select or reach a consensus on a preferred candidate in Executive Session.
2. The Mayor asks for nominations from Councilmembers for the purpose of creating a group of candidates to be considered. No second is needed.
3. Nominations are closed by a motion, second, and majority vote of Council.
4. Councilmembers may deliberate on matters such as criteria for selection and the nominated group of candidates.
5. The Mayor polls the Councilmembers to ascertain if they are prepared to vote. Voting must take place in a manner in which the public is notified as to the vote of each existing Councilmember for which candidate. If there is more than one candidate, a vote must be taken for each candidate to record each Councilmember's vote.
6. The City Clerk records the votes in the meeting minutes.
7. The selection of a candidate to fill the vacancy is made by a majority vote of the remaining six members of the Council.
8. If a majority vote is not received for a candidate, the Council may postpone elections until another date.
9. The Mayor declares the nominee receiving the majority vote as the new Councilmember to be sworn in immediately after the effective date of the resignation.
10. The term of the candidate selected to fill the vacancy will be in effect until a person is elected at the next regular election for municipal officers. The interim term would then end, and the new term begin upon certification of election results.

11. If the Council does not appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the County Commissioners will appoint a person to fill the vacancy ([RCW 42.12.070](#)).

2.10 New Councilmember Orientation

~~As newly~~Newly-elected Councilmembers, ~~elected officials become~~ are an integral part of the City team. The City Manager's office coordinates an orientation process, schedules interviews with the City Manager and Department Directors, and provides opportunities for tours of City facilities and infrastructure. The City Manager's office also coordinates Open Government Trainings, as required by state law ([RCW 42.56.150](#)). Councilmembers are encouraged to attend the Association of Washington Cities (AWC) annual new member orientation. The Mayor and existing Councilmembers welcome and mentor new members, share perspectives and insights, and discuss priorities, procedures, and protocols.

2.11 Appointment and Role of City Manager

The City Manager is the chief administrative officer of the City, appointed by and accountable to the Council.

The City Manager is responsible for the effective administration and management of the City and the efficient delivery of all City services. The City Manager appoints and supervises all Department Directors. The City Manager is responsible for all hiring and employment decisions, the approval of all operating rules and procedures, ensuring quality performance, proper financial management of City funds, and carrying out the policy directives of the Council.

The City Manager prepares the annual budget for Council approval, assists in the identification of community priorities, and facilitates public involvement and participation in key areas of policy development and service delivery. The City Manager proposes policy recommendations to the Council, advises on matters of community interest, and supplies facts and information as appropriate to provide the Council with a comprehensive basis for making decisions and establishing annual goals and priorities for the City. The City Manager also attends and represents the City on various intergovernmental committees ([RCW 35.A.13.080](#)).

The Council evaluates the City Manager's performance on an annual basis, generally in the first quarter of the calendar year, to ensure that both the Council and the City Manager are in agreement about performance and goals based upon mutual trust and common objectives. The Human Resources Director coordinates the evaluation process with the Mayor. The Council discusses the City Manager's evaluation in Executive Session.

2.12 Organization and Procedures of Council

Council Meetings

1. The City Clerk's office prepares a proposed agenda prior to each meeting of the Council. The proposed agenda, together with copies of all information for consideration by the Council at the forthcoming meeting, is posted to the City's website, and each Councilmember will be notified by email when it is available ~~by 4 p.m. the Friday before the meeting.~~
2. The reading of the minutes of the previous meeting shall be dispensed with, provided that such minutes are made available to each Councilmember prior to the meeting, unless the Council directs otherwise. Any amendments or corrections to the minutes are stated and agreed to by the Council.
3. Councilmembers shall attempt to conduct business at all Council Meetings in a manner, which will allow for adjournment no later than 10:00 p.m.
4. *Robert's Rules of Order, revised*, shall govern the deliberations of the Council, except when such rules are in conflict with state law, or ordinances or resolutions of the City ~~or resolution.~~

Standing Council Committees

(Refer Resolutions 1071, 893, 842, 620; also refer to Chapter 7.)

~~The standing committees of the Council and the scope of their jurisdiction are as follows:~~

- ~~1. The Community Relations and Public Affairs Committee is responsible for policy development and review concerning the City's art, cultural, community relations, historic preservation and parks and recreation activities.~~
- ~~2. The Finance and Economic Development Committee is responsible for policy development and review concerning the financial matters of the City. The committee shall periodically review the City's budget and financial status and make recommendations to the Council relating to the City's expenditures and revenues, including the level and appropriateness of various non-utility fees and charges. The committee shall also consider and make recommendations to the Council regarding such other budget, financial and economic development matters it deems appropriate.~~
- ~~3. The Land Use & Environment Committee is responsible for policy development and review of matters referred to the Council by the City's Planning Commission and Thurston Regional Planning Council, as well as urban growth policy, and housing issues. Committee members shall also review matters concerning the environment including stewardship, conservation, regulations, policy, initiatives, and projects.~~
- ~~4. The General Government & Public Safety committee is responsible for policy development and review concerning the general administrative and regulatory functions of the City, including licensing, intergovernmental relations not falling within the jurisdiction of another standing committee, social and health services, library services, and such personnel policy matters as may be properly before the Council. Committee members shall also review public safety matters, including police, fire, criminal justice, dispatch and communication systems, disaster and emergency services, and water safety.~~
- ~~5. The Transportation Committee is responsible for policy developments and review concerning streets, highways, public transit, sidewalks, bicycle routes, traffic safety, rail, parking, and all other transportation matters. The committee shall review and make recommendations to the Council on matters relating to local and regional comprehensive transportation plans, transportation improvement proposals and matters referred to the City by the Transportation Policy Board and the Thurston Regional Planning Council.~~
- ~~6. The Utilities Committee is responsible for policy development and review concerning all City utilities including water, wastewater, stormwater, reclaimed water, and energy related matters. The committee reviews utility comprehensive plans and improvements, existing and proposed utility service delivery areas, boundaries, and issues relating to utility service fees and rates and the boundaries for all proposed annexation areas.~~

Authority of Standing Committees

~~To recognize the relationship between standing committees and the full Council, standing Council committees shall be concerned primarily with policy matters and responsibilities vested in the legislative body of the City. Each committee shall review those policy matters assigned by the terms of Resolution 1071 as may be determined by direction of the Council and shall formulate recommendations to the Council for action. Standing committees are subordinate to the Council and the activities of such committees shall not substitute for Council action, but will be designed to facilitate Council business, unless specific or limited authority is granted by the full Council to conduct business on behalf of the full Council.~~

Appointment of Committee Members

~~The Mayor appoints all members of standing and special committees of the Council, with the approval of the Council. Committee members elect the Chair, who presides over the meeting.~~

Special Committees

The Council may create special committees by motion to accomplish specific tasks of limited duration. The Mayor appoints members of Special Committees of the Council, with the approval of the Council. Committee members elect the Chair, who presides over the meeting.

Committee Meetings

~~All committees should coordinate their activities with one another and with the Council as a whole. The schedule of committee meetings is maintained at City Hall and provided to Councilmembers through regular distributions. All committee meetings are open to the public unless the subject matter at such meeting is one upon which the Council as a whole would meet in Executive Session, pursuant to state law. A Councilmember who is not a member of a particular committee may attend a meeting of that committee, but may not be involved in the committee discussion. Also, that Councilmember should provide sufficient advance notice so that the City can assure compliance with the advance notice provisions of the State Open Public Meetings Act.~~

Committee Reports

~~Committee reports may be oral or in writing. However, when complex or particularly significant action is requested of the Council, a recommendation of a committee should be contained within a written report distributed to Councilmembers prior to Council consideration.~~

Staff Assistance to Committees

~~The City Manager assigns staff assistance to committees, as the committee Chairs may request. If it appears to the City Manager that the amount of staff assistance requested exceeds budget allocations or interferes with the administrative operations of the City, or interferes with established Council priorities, the City Manager shall bring the situation to the attention of the Mayor and Council.~~

Community Involvement

Any standing or special committee of the Council may seek involvement or advice of members of the community through advisory task forces, focus groups, neighborhood or other area meetings, or by such other means as the committee may deem appropriate.

(Refer to Attachment 2.12A – Resolutions 1071, 893, 842, 620; also refer to Chapter 7.)

2.13 Council Committees and Intergovernmental Boards & Commissions

Council Committees

Members of the Council hold Committee meetings on a monthly basis to discuss issues related to community affairs, transportation, finance/economic development, land use, environment, utilities, and general government/public safety. Meeting times and dates are determined by Committee members' meeting schedules, posted on the City's website, and available on the Committee Schedule, which is distributed weekly to Council and staff. Three Councilmembers serve on each committee to discuss emerging issues, review City programs and policies; and provide recommendations to the full Council. Committee issues can be forwarded to regular Council Meetings for action or to a Council Worksession or committee meeting for further review. Generally, audience participation is not allowed during committee meetings, unless permitted by the Chair. *(Refer to section 2.12 Organization and Procedures of City Council and Attachment 2.12A – Resolutions 1071, 893, 842, 620.)*

The Council Committees are:

- Community Relations and Public Affairs
- Finance and Economic Development
- General Government and Public Safety
- Transportation
- Utilities
- Land Use and Environment

Intergovernmental Boards, Commissions, and Ad Hoc Committees

Councilmembers represent the City on regional intergovernmental boards, including boards, commissions, and ad hoc committees, and other regional bodies, to facilitate communication relating to a variety of matters including planning, transportation, utilities, housing, the environment, and social services.

Councilmembers participating in policy discussions at regional meetings represent the consensus of the Council. Personal positions, when given, will be identified and not represented as the position of the City. Councilmembers present reports on intergovernmental boards, commissions, and ad hoc committee activities during regular Regular Council Meetings. When an intergovernmental board, commission, or ad-hoc committee addresses a significant issue or key topic (i.e., costs or service impacts to Lacey residentscommunity members, Lacey Businesses, Lacey taxpayers, and Lacey Utility customers that are not routine but substantial), the Councilmember assigned to the board, commission, or ad-hoc

committee informs the full Council, and/or invites the agency to a Council Worksession to provide an update on the issue.

Appointments

The Mayor appoints Councilmembers to ~~committees,~~ intergovernmental boards, ~~and commissions.~~ Appointments occur at the beginning of a Mayor's new term and with the approval of the Council Councilmembers provide a list of preferred choices to the newly elected Mayor for consideration at the first Council Meeting in January. The Council confirms these appointments at the following Council meeting in January, after consultation with the full Council. The Mayor makes a good-faith effort to accommodate Councilmembers' preferred choices.

Council appoints a primary delegate and an alternate delegate to each intergovernmental board, commission, and ad hoc committee. Alternate delegates attend meetings when the primary delegate is unable to attend to ensure the City has representation at the meeting. The City Manager assigns and directs staff to serve at regional meetings.

If the primary delegate cannot attend a meeting, they will contact their alternate as a replacement. The primary delegate should notify the alternate as soon as possible when they are not able to attend an upcoming meeting. If no designated representative can attend the meeting, the primary delegate will contact the City Manager's office as notification as well as to coordinate a potential attendee from Council.

If a Councilmember participates in a new Intergovernmental Board or Commission, the Mayor makes an appointment with consent of the Council. Prior to an appointment to a new Intergovernmental Board or Commission, other jurisdictions should be contacted to provide a regional representative. To be recognized as a new Intergovernmental Board or Commission, the body will have one or more elected officials from other jurisdictions other than Lacey.

Intergovernmental Boards ~~& Commissions~~ are as follows:

- Community Action Council
- Economic Development Council
- Emergency Medical Services
- Intercity Transit
- Joint Animal Services Commission
- Lacey South Sound Chamber
- Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board
- Lodging Tax Advisory Committee
- LOTT Clean Water Alliance
- Mayor's Forum
- Nisqually River Council

- Olympia Lacey Tumwater Visitor & Convention Bureau
- Olympic Region Clean Air Agency
- Regional Housing Council
- Solid Waste Advisory Committee
- TCOMM 911
- Thurston County Board of Health (rotating position with other jurisdictions)
- Thurston County Law & Justice Council
- Thurston Regional Planning Council
- Transportation Policy Board

Ad Hoc Intergovernmental Boards & Committees are as follows:

- ~~Lacey South Sound Chamber~~
- ~~Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board~~
- ~~Lodging Tax Advisory Committee~~
- ~~Thurston Chamber Shared Legislative Committee~~
- Thurston County Coalition Against Human Trafficking (TCCAT)
- Thurston Thrives

2.14 Advisory Boards and Commissions

Community members serve on Lacey's Advisory Boards and Commissions in an advisory role and make recommendations on issues related to land use, zoning, social services, parks, library services, and historical matters. Advisory Boards include boards, commissions, committees, and other bodies serving in an advisory capacity to the Lacey City Council. Community involvement is a key element in the Council's decision-making process. The duties and responsibilities of advisory boards ~~and commission~~ members are defined in the Lacey Municipal Code (LMC), the Revised Code of Washington and through intergovernmental agreements. Prior to serving on one of Lacey's Advisory Boards ~~and Commissions~~, the full Council shall confirm all advisory board and commission appointments forwarded by the Mayor.

If a member resigns prior to ~~his/her~~their term expiration, a letter of resignation will be submitted to the Mayor, or City Manager for the Civil Service Commission. If a member serves a complete term and does not seek reappointment, they will be recognized by the Mayor at a ~~regular~~Regular Council meeting. The City Clerk's office coordinates the recruitment process to fill vacancies on Council Advisory Boards and Commissions. Positions are advertised on the City's website, through local media, and by word of mouth. ~~Prior to interviews, copies of applications, letters of interest, and resumes are forwarded to Council to provide an opportunity to comment to the Mayor.~~ Potential candidates are interviewed by the Mayor and staff liaison to the Board/Commission advisory board. The Mayor appoints, subject to confirmation by Council, at ~~the next regular~~a Regular Council meeting, with the exception of the Civil Service Commission.

Codified Advisory Boards and Commissions are defined in the Lacey Municipal Code as City law, or in the Revised Code of Washington as state law. Additionally, the Advisory Boards and Commissions Standards, Protocols, and Ground Rules Handbook is available online.

Planning Commission

The nine-member Planning Commission develops recommendations for long-range comprehensive planning goals and policies in the City and areas outside the City, which may seek annexation. The Planning Commission determines its own meeting times and location.

Reference: [LMC 2.32](#)
Length of Term: Three Years
Term Limit: Two Terms
Number of Members: Nine Commissioners

Residency Requirements: Seven of the nine Planning Commissioners must be Lacey City residents. The remaining two Commissioners may be either Lacey residents or residents of Lacey's Urban Growth Area.

Who Appoints: The Mayor appoints Planning Commissioners, subject to confirmation by the Council.

Historical Commission

The eight-member Historical Commission provides leadership in raising awareness of Lacey's history and preservation of local historic resources. The commission guides creation of public education and interpretive programs, encourages conservation of items and properties that are of historic significance, and reviews nominations to the Lacey Register of Historic Places. The Historical Commission determines its own meeting times and location.

Reference: [LMC 2.42](#)
Length of Term: Three Years
Term Limit: Two Terms
Number of Members: Seven Commissioners, plus one ~~youth~~Lacey Youth Council representative

Residency Requirements: Five of the seven Commissioners (not including the Lacey Youth Council representative) must be Lacey City residents. Two of the ~~seve~~eneight Commissioners must be professionals with a background in history, architecture, planning, or American studies.

The Lacey Youth Council appoints one member to serve as the youth representative to the Historical Commission.

Who Appoints: The Mayor appoints Historical Commissioners, subject to confirmation by the Council. ~~A member of the Lacey Youth~~

~~Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.

Parks, Culture and Recreation Board

The eight-member*~~commission~~ Parks, Culture, and Recreation Board makes recommendations to the Council regarding planning, promotion, acquisition, construction, and development of parks and open spaces, recreation facilities and recreation programs. The Parks, Culture and Recreation Board determines its own meeting times and location.

Reference: [LMC 2.44](#)
Length of Term: Three Years
Term Limit: Two Terms
Number of Members: Seven Commissioners*,₁ plus one Lacey Youth Council youth representative

Residency Requirements: ~~Four~~Five of the ~~five~~seven Commissioners (not including the Lacey Youth Council representative) must be Lacey City residents. ~~One~~Two of the ~~five~~seven Commissioners can be either a Lacey City resident or a resident of Lacey's Urban Growth Area.

~~The Lacey Youth Council appoints one member to serve as the youth representative to the Parks, Culture and Recreation Board.~~

Who Appoints: The Mayor appoints Parks, Culture and Recreation Board members, subject to confirmation by the Council. ~~A member of the Lacey Youth Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.

Library Board

The six-member ~~Lacey~~ Library Board, comprised of five general members and one youth representative, assists in facilitating long-range planning for library capital facility needs and recommends building improvements for the Lacey Timberland Library. The Library Board selects its own chairperson and officers from its membership. Lacey's Timberland Library has one of the highest circulations of the 27 libraries in the Timberland Regional Library system. The Library Board determines its own meeting times and location.

Reference: [LMC 2.46](#)
Length of Term: Five Years
Term Limit: Two Terms
Number of Members: ~~_____~~ Five Board Members, plus one ~~youth~~ [Lacey Youth Council](#) representative.

Residency Requirements: Four of the five Board Members [\(not including the Lacey Youth Council representative\)](#) must be Lacey City residents. One of the five Board Members can be either a Lacey City resident or a resident of Lacey's Urban Growth Area.

The Lacey Youth Council appoints a Lacey Youth Councilmember to serve as the youth representative.

Who Appoints: The Mayor appoints Library Board Members, subject to confirmation by the Council. ~~A member of the Lacey Youth Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

[The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.](#)

Commission on Equity

The eight-member Commission on Equity, comprised of seven general members and one youth representative, work to identify and advance opportunities that will create a more welcoming community, continue critical conversations on race and equity, seek greater participation from underrepresented community members, and identify existing gaps and barriers which could prevent full participation in government and public policy.

Reference: [LMC 2.34](#)
Length of Term: Three Years

Term Limit: Two, if there are no applicants for a vacant term on month prior to the expiration of the term, the incumbent may be reappointed to an additional three-year term.

Number of Members: Seven Commissioners, plus one ~~youth~~ [Lacey Youth Council](#) representative.

Residency Requirements: Commissioners [\(not including the Lacey Youth Council representative\)](#) may be a Lacey City resident or reside within Lacey's Urban Growth Area.

Who Appoints: The Mayor ~~appoints~~ [appoint](#) ~~Commission on~~ [Equity Commissioners](#) ~~members~~, subject to confirmation by ~~the~~ [Council](#).

~~The~~ [A member of Mayor appoints](#) the Lacey Youth Council ~~serves as the Youth Representative, as appointed~~ [member](#).

subject to confirmation by the ~~Mayor and confirmed by~~ Council.

LEOFF Disability Board (Law Enforcement Officers Fire Fighters)

The 5-member Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board administers LEOFF I benefits and entitlements. The LEOFF Disability Board determines its own meeting times and location.

Reference: [RCW 41.26.110](#)
Length of Term: Two Years
Term Limit: No term limit
Number of Members: Five Board Members

Residency Requirements: Two members must currently serve on the Lacey Council. Two members must be active or retired City law enforcement officers. One member must be from the public at large who resides within the City.

Who Appoints: The Mayor appoints two Councilmembers, subject to confirmation by the Council. Law enforcement officers employed by or retired from the city who are subject to the jurisdictions of the board elect and appoint the two law enforcement Board Members. The remaining Board Members appoint the one at-large Board Member.

Civil Service Commission

By statute, the City Manager appoints members to the Civil Service Commission. The three-member Civil Service Commission adopts rules for the regulation of personnel matters and competitive examinations for classified employees of the Lacey Police Department. It also hears appeals arising from the administration of the Civil Service rules and regulations. The Civil Service Commission determines its own meeting times and location.

Reference: [LMC 2.52.040](#); [RCW 41.12](#)
Length of Term: Six Years
Term Limit: Two Terms
Number of Members: Three Members

Residency Requirements: Civil Service Commissioners may be Lacey City residents or residents of Lacey's Urban Growth Area.

Who Appoints: The City Manager appoints Civil Service Commissioners.

Lodging Tax Advisory Committee (LTAC)

The five-member Lodging Tax Advisory Committee recommends to the Council how best to use lodging tax revenues. Lodging tax revenues are generated through a 4% hotel-motel tax

imposed by the City on each room rental night. The Lodging Tax Advisory Committee determines its own meeting times and location.

Reference: [RCW 67.28.1817](#); [LMC 13.03.045](#)
Length of Term: Three Years
Term Limit: No term limit
Number of Members: Five Members

Residency Requirements: One member must be an elected official of the City, and will serve as Chair. Two Committee Members must represent businesses that collect the lodging tax, and two Committee Members must represent activities authorized to be funded by lodging tax revenues.

Who Appoints: The Mayor appoints Lodging Tax Advisory Committee ~~Members~~members, subject to confirmation by the Council.

Non-codified Advisory Boards ~~and Commissions~~ are *not* enacted as law in the LMC.

Public Facilities District (PFD)

The seven-member Public Facilities District Board has fiduciary responsibility for the appropriate use of sales tax revenue it collects and distributes. The Board meets annually to review financial statements and to issue an annual report to the public on the use of those funds. The Public Facilities District Board determines its own meeting times and location.

Reference: [RCW 82.14.390](#)
Length of Term: Four Years
Term Limit: No term limit
Number of Members: Seven Board Members

Residency Requirements: The Public Facilities District Board must have one member from each jurisdiction, and three regional members.

Who Appoints: Four members are representatives from each jurisdiction (Lacey, Olympia, Tumwater, and Thurston County). The Mayor appoints Lacey's representative, subject to confirmation by the Council. Each jurisdiction appoints their own representative.

Three members are regional representatives, subject to recommendations from local business and community organizations, and appointed by the elected bodies of all four jurisdictions.

Thurston Community Media (TC Media) Board of Directors:

Lacey representatives fill one position and one alternate position on the 15-member TC Media Board of Directors. The Board sets policy for TC Media to assist residents and organizations to communicate information and exchange ideas through the medium of community access television. The TC Media Board of Directors determine their own meeting times and location.

Length of Term: _____ Three Years

Term Limit: _____ No term limit

Number of Members: _____ Fifteen total (One member and one alternate from Lacey)

Residency Requirements: _____ None

Who Appoints: _____ Mayor appoints, subject to confirmation by Council

Removal of ~~Advisory~~ Board/~~Commission~~ Member:

General or ~~youth~~Lacey Youth Council representatives who serve on ~~one of the four~~ LMC codified ~~Advisory~~ Boards ~~and Commissions~~ (e.g., ~~Commission on Equity~~, Historical Commission, Library Board, Parks, Culture and Recreation Board, or Planning Commission) may be removed from the Board or Commission prior to the expiration of their term of office by the ~~Mayor with the approval of the~~ Council for inefficiency, neglect of duty, an unlawful act, or by violation of the protocols of the Lacey ~~Advisory~~ Boards ~~and Commissions~~ Standards, Protocols, and Ground Rules Handbook. The ~~Mayor, with approval of the~~ Council, may ~~also~~ remove a general member or ~~youth representative~~Lacey Youth Council representatives who ~~hashave~~ three or more unexcused absences at regular meetings in a calendar year. Removal should not occur for disagreement with an official recommendation of the Board or its members.

Prior to the decision to remove or not remove a Board or Commission member, the Mayor, or their designee, will conduct a fact-finding process to fully assess ~~and determine~~ whether the Board or Commission member's actions meet the criteria for removal.

(Refer to Chapter 2, ~~Paragraph~~Section 2.15, Appointments to Council Advisory Boards ~~and Commissions~~.)

2.15 Appointments to Council Advisory Boards ~~and Commissions~~

Prior to serving on one of Lacey's Advisory Boards ~~and Commissions~~, the full Council confirms all ~~citizen~~community member representative ~~appointments forwarded~~recommended for ~~appointment~~ by the Mayor. Community members, serving on Lacey's ~~Advisory~~ Boards ~~and Commissions~~, serve in an advisory role and make recommendations on issues related to land use, zoning, social services, parks, library services, equity, and historical matters. Community involvement is a key element in the Council's decision-making process. The duties and responsibilities of advisory boards ~~and commission~~ members are defined in the Lacey Municipal Code (LMC), the Revised Code of Washington and through intergovernmental agreements. (Refer to Chapter 2, ~~Paragraph~~Section 2.13.)

Procedure for appointments to Council Advisory Boards ~~and Commissions~~:

1. All Advisory Boards/~~Commissions~~ are identified as *codified* and *non-codified*.
2. *Codified* Advisory Boards/~~Commissions~~ are defined in the Lacey Municipal Code (LMC) as City law, or in the Revised Code of Washington (RCW) as State law. Terms of office, length of service, and meeting times/days are described in the code.
 - a. Planning Commission (LMC 2.32) 3 year term/2 term limit
 - b. Historical Commission (LMC 2.42) 3 year term/2 term limit
 - c. Library Board (LMC 2.46) 5 year term/2 term limit
 - d. Parks, Culture and Recreation Board (LMC 2.44) 3 year term/2 term limit
 - e. ~~The~~ Commission on Equity (LMC 2.34) 3 year term/2 term limit
 - f. Civil Service Commission (RCW 41.12; LMC 2.52) 6 year term/2 term limit
 - g. Law Enforcement Officers, Fire Fighters (LEOFF) I Disability Board
 - a. (RCW 41.26) 2 year term/no term limit
 - h. Lodging Tax Advisory Committee (LMC 3.03.045) 3 year term/no term limit
3. *Non-codified* Advisory Boards/~~Commissions~~ are *not* enacted as law in the LMC. A description of these Advisory Boards/~~Commissions~~, their terms of office, length of service, and meeting times/days can be found ~~in an informational brochure, Serving on a City Advisory Board or Commission~~ on the City's website, www.CityofLacey.org.
 - ~~a. Thurston Community Media Board (TC Media) no term limits~~
 - ~~b.a.~~ Public Facilities District (PFD) 4 year term/no term limit
4. ~~A candidate must be a resident of Lacey or the urban growth area. See residency requirements listed above.~~ Specific residency requirements are outlined in the LMC or RCW for the Planning Commission, Historical Commission, Library Board, Parks, Culture and Recreation Board, Civil Service Commission, Commission on Equity, and LEOFF Board. ~~There are no other requirements for eligibility.~~
5. Community members cannot serve on multiple Advisory Boards/~~Commissions~~ at the same time.

Recruitment Process

The City ~~Manager's~~Clerk's office ensures that all vacancies are publicly advertised, unless a current list of qualified candidates exist.

1. The City Manager's office announces vacancies to the press, in the ~~local paper, the~~ City's newsletter, Lacey Life, posted on the Lacey website, ~~and at televised~~ Lacey Council meetings, and with other City media platforms.
2. The Mayor and City Clerk determine if applications will be accepted until the vacancy is filled, or if an ending date will be set.

- ~~3. The City Manager's office prints and mails applications and the informational brochures, *Serving on a City Advisory Board or Commission*, year-round.~~

Application Process

1. The City accepts applications year-round.
2. Applicants must submit a completed application form, a letter of interest, and a resume.
3. Staff route original applications to the City ~~Clerk~~Clerk's office. The City ~~Clerk~~Clerk's office distributes copies of the application to the Mayor and appropriate staff.
4. The ~~Deputy~~ City ~~Clerk~~Clerk's office ~~mails~~provides a ~~letter~~notification of acknowledgement to the applicant.
5. The Mayor determines the appropriate interview and selection process depending upon the number of applicants, the urgency to fill the vacancy, and the skills, knowledge and abilities required.
6. The ~~Deputy~~ City ~~Clerk~~Clerk's office sends a notification letter to those who applied, but were not selected. Their applications are kept on file for one year.

Appointment Process

- ~~1. The Mayor appoints community members, subject to confirmation by Council at a regularRegular Council Meeting, or by the City Manager for the Civil Service Commission.~~
- ~~1. Prior to the Council meeting, the Deputy City Clerk forwards copies of applications, letters of interest, and resumes to the Council for review and comment.~~
- ~~2. At the Regular Council Meeting appointments are to be considered for confirmation, application materials of appointees are included in the meeting packet for Council review.~~
3. Following the appointment of a ~~citizen~~community member to an ~~advisory b~~Board ~~or~~ Commission, the City ~~Clerk~~Clerk's office prepares a letter of appointment for the Mayor's signature.

Recognition Process

1. All members who serve at least one full-term on a ~~Lacey~~ Board ~~or~~ Commission, receive the *Distinguished Public Service Award* at the end of their service. The award is presented at a ~~regular~~Regular Council Meeting. The City Manager's office orders the plaque and charges the cost to the *Council Special Events* account.

2. ~~On even-numbered years, the Lacey Council hosts~~The City may host an Appreciation DinnerEvent for members of the Council Advisory Boards/~~Commissions~~. The City Manager's office coordinates the event, ~~and charges the cost to the Council Special Events account.~~

~~(Refer to Attachment 2.15A — Application for Appointment to Lacey Council Boards.)~~(Refer to Application for Appointment to Lacey Council Boards.)

2.16 Lacey Youth Council

The Lacey Youth Council serves as an avenue for the Lacey Council to proactively engage with our community's youth and empower Lacey's youth to become future leaders. The Lacey Youth Council serves as an advisory body to the Lacey Council on youth perspectives related to community matters.

Structure

1. The Youth Council is comprised of up to fifteen (15) members recruited from the following organizations: North Thurston ~~High School, River Ridge High School, South Sound High School, Timberline High School, Northwest Christian High School, Pope John Paul II High School~~Public Schools, local private high schools, and home school organizations.
2. ~~Seven (7) Youth Councilmembers will be juniors or seniors. This requirement may be waved at the discretion of the Mayor of Lacey.~~
- 3.2. The Youth Council selects a Youth Council Mayor and Deputy Mayor from among its members. The Youth Council Mayor and Deputy Mayor must be juniors or seniors with one previous year in Youth Council. School level and previous Youth Council experience requirements may be waived at the discretion of the Mayor of Lacey.
 - a. ~~At the first meeting of the year, Youth Councilmembers will indicate if they are interested in serving as Youth Council Mayor or Deputy Mayor. City staff will present candidate names in alphabetical order for a vote of the Youth Council. The first candidate to secure a majority of votes for each position receives the appointment.~~
 - b. ~~The Youth Council Mayor is responsible for chairing the meeting and ensuring that the meeting follows the set agenda. The Youth Council Mayor also assigns Youth Council members to deliver monthly reports regarding each of the school listed above and other youth events or youth-involved issues to the Lacey Council.~~
 - c. ~~The Youth Council Mayor represents the Youth Council at any outside meetings requiring the attendance of the Youth Council. The Youth Council Deputy Mayor assumes the role of Chair in the absence of the Chair.~~

4.3. All members of the Youth Council have an equal vote.

5.4. Youth Council ~~Members~~members may serve for up to three (3) terms. If a ~~student~~Youth Council member graduates or leaves high school, they are no longer eligible to serve on the Youth Council.

6.5. The Youth Council ~~utilizes and follows~~tries to use Robert's Rules of Order.

~~7. Youth Council in coordination with City personnel will create a year-long workplan for the Youth Council.~~

8.6. ~~City personnel~~City staff will conduct ongoing civic educational sessions and trainings throughout the duration of the year.

Meeting Times

1. The Youth Council typically meets ~~at least~~ twice a month during the school year or from September to June. Meetings ~~will~~typically include one Regular Meeting and one Worksession meeting. Youth Councilmembers may attend meetings remotely if they cannot make the meeting in-person, if feasible.

~~2. Youth Council Regular Meetings will be held on the first Tuesday of the month at 5 p.m.~~

~~3. Youth Council Worksession meetings will be held prior to or following the Youth Council's monthly reports to the Lacey Council on the second Thursday of the month.~~

4.2. All Youth Council Regular and Worksession meetings are limited to two (2) hours.

5.3. The Youth Council may schedule additional Youth Council meetings, events, and activities, as needed. Youth Council Special meetings, events, and activities may exceed two (2) hours.

4. Youth Council members must notify designated City staff if they are unable to attend a Regular Meeting, Worksessions, Special meetings, events, or activities.

Representation on Lacey Council Advisory Boards ~~and Commissions~~

1. Four (4) Youth Councilmembers that are junior or seniors will serve as the Youth Representatives to one of the following City Advisory Boards ~~and Commissions~~:

- a. Historical Commission;
- b. Parks, Culture and Recreation Board;
- c. Library Board; and

d. Commission on Equity.

~~2. At the first meeting of the year, Youth Councilmembers will indicate if they are interested in serving as the Youth Representative to a Lacey Advisory Board. City staff will present candidate names in alphabetical order for a vote of the Youth Council. The first candidate to secure a majority of votes for each position receives the appointment.~~

~~2. Youth Representatives to City Advisory Boards will be confirmed by the Lacey City Council.~~

Council Interaction

~~1. One (1) Lacey Councilmember will serve as a liaison to the Youth Council for the duration of the Youth Council year.~~

~~2.1. All other~~ Lacey Councilmembers will be assigned at minimum one (1) Youth Council meeting to attend during the year.

~~3.2. Once a month, selected Youth Council members will deliver a report to the Lacey Council during the second Lacey Council Meeting of that month.~~

Projects

1. The Youth Council will pursue at minimum one (1) public service and community engagement project during the year.

~~2. Three (3) Youth Councilmembers that are junior or seniors will serve as Project Managers for Youth Council Projects.~~

~~3.2.~~ Youth Council may participate in other volunteer and engagement efforts, such as but not limited to:

a. providing support for City events; and

b. attending Youth Action Day or other leadership summits.

Recruitment

1. The City will coordinate with North Thurston Public Schools, ~~Pope John Paul II, Northwest Christian High School~~local private schools, and home school organizations to promote the Youth Council and solicit applications to the Youth Council.

~~2. Youth Councilmembers will help with Youth Council recruitment efforts.~~

~~3. Recruitment efforts begin in March of each year.~~

Selection Process

1. Applicants must be in their freshman, sophomore, or junior year at the time of application.
2. The City Mayor reviews all applications and selects candidates for interview. The interview panel consists of the City Mayor, City staff, and if possible, former members of the Youth Council.
3. After candidate interviews, the City Mayor selects individuals to recommend to the full Lacey Council for service on the Lacey Youth Council. Lacey Council will confirm the selection of Lacey Youth Councilmembers.
4. Once confirmed to the Lacey Youth Council, the City will notify the selected individuals of meeting times, training requirements and next steps.

Replacement Process

1. If a member of the Youth Council resigns, moves, graduates from high school, or is removed due to behavior, or conduct then the vacated position will be filled as soon as possible.
2. If a member of the Youth Council ~~fails to attend~~ is unexcused or absent for a total of three (3) consecutive meetings, ~~regardless if the meetings are consecutively missed,~~ without being approved by appropriate City ~~personnel, those members will be removed from the Youth liaison, the City~~ Council: may remove this member. The vacated position will be filled as soon as possible.
3. Previous eligible applicants will receive notification of the vacancy and recruitment activities ~~take place~~ to fill the position. The ~~Lacey~~ City Mayor reviews potential candidates and ~~appoints~~ recommends an individual to be appointed by the City Council to the vacated the position. ~~Where possible, the Lacey City Mayor backfills the position with a candidate from the origin school of the departing Youth Councilmember.~~

2.17 Advisory Board Stipend Program

This program is to offset incurred expenses for participating on City advisory boards, e.g., expenses incurred for travel, parking, internet, childcare, etc. These necessary expenses may present barriers to participation for community members.

This program is not compensation or payment for services but is a nominal fee to cover expenses that are necessarily incurred incidental to the volunteer activity performed by advisory board members.

Advisory board members remain volunteers and are not employees of the City.

Definitions

“Meetings” mean all regularly or special scheduled advisory board public meetings and joint public meetings between the advisory board and the City Council. “Meetings” do not include informal discussion or planning sessions with City staff. “Meetings” do not include engagement activities.

“Opt-in” means the voluntary enrollment of an advisory board member in the Advisory Board Stipend Program. To opt-in, advisory boards members would have to complete all necessary forms as determined by the City Manager. Advisory board members will have the ability to opt-in within 60 days of appointment or annually from January 1 to February 28.

Budget Appropriation

This program is dependent on receiving funding through the budget process. If unfunded, Section 2.17 is not in effect.

Program Scope

This program applies to the following advisory boards:

- A. Park, Culture, and Recreation Board ~~of Park Commissioners~~
- B. Civil Service Commission
- C. Commission on Equity
- D. Historical Commission
- E. Law Enforcement Officers & Fire Fighters (Disability Board)
- F. Library Board
- G. Planning Commission
- H. Youth Council
- I. Lodging Tax Committee
- J. Ad hoc advisory boards or task forces created by the ~~Lacey City~~ Council

This program does not apply to ~~City~~ Councilmembers or current City employees serving on any of the above listed advisory boards.

Stipends Amounts

Advisory board members must opt-in to the program to receive the following stipends:

- A. \$50 per meeting attended per person, whether virtually or in-person.
- B. Lacey Youth Council members serving as Youth Representatives to the Library Board, Commission on Equity, Parks, Culture and Recreation Board, and Historical Board will receive \$50.00 per Library Board, Commission on Equity, Parks, Culture and Recreation Board, and Historical Board attended, whether virtually or in-person.
- C. No advisory board member may receive more than \$500.00 annually (from January to December) as part of this program.

The City shall provide stipends to advisory board members at an interval determined by the City Manager's Office, but distributed no fewer than four (4) times annually. All stipends will comply with applicable federal tax requirements.

Benchmarks

The City shall determine reporting metrics for this program and provide an annual review of the program to the ~~Lacey City~~ Council. Due to advisory board term lengths and various term limits, impacts of the program may not be discernable immediately.

Implementation

The City Manager's Office will work with the City Clerk's Office, advisory board staff liaisons, and the Finance Department to establish a reporting process for the program, including the development of an attendance verification system to document meeting attendance.

~~Amendments: August 19, 2021~~

- ~~Resolution No. 1107~~
 - ~~Section 2.16 Lacey Youth Council~~
 - ~~Section 5.13 Naming of Public Parks, Trails, Parkways, etc.~~
 - ~~Section 5.14 Naming of Historical Building~~

~~Amendments: March 2, 2023~~

- ~~Resolution No. 1120~~
 - ~~Section 2.14 Advisory Boards and Commissions~~
 - ~~Section 2.15 Appointments to Council Advisory Boards and Commissions~~
 - ~~Section 2.16 Lacey Youth Council~~

~~Amendments: October 5, 2023~~

- ~~Resolution No. 1138~~
 - ~~Section 2.17 Advisory Board Stipend Program~~

CHAPTER 3

Administrative Support to the Council

3.01 Staff/Clerical Support

The City Manager's office provides administrative support to members of the Council. Administrative support includes, but is not limited to:

- scheduling of appointments
- receipt of telephone messages and ~~citizen~~community member requests
- processing mail, travel, and training arrangements
- managing correspondence
- copying and printing as needed

Sensitivity to the workload of support staff members is appreciated. If requested tasks require significant time commitments, Councilmember's should direct their requests to the City Manager.

The City Manager's office manages the Mayor's calendar and coordinates invitations and requests for the Mayor's attendance at ceremonial functions and events.

3.02 Office Equipment

Councilmembers have access to the use of City equipment for City-related business. Computers, copiers, printers and faxes are available for use. All City policies related to information services shall apply.

3.03 Information Technology

The Information Services (IS) division provides technical support in a limited capacity for ~~the computer/printer in the Council workroom, and to assist with accessing email on the City server.~~ Council tech-related equipment.

3.04 Meeting Rooms

The Council Workroom, located in the City Manager's area, provides a quiet working environment and meeting area for Councilmembers. ~~The room is equipped with a printer, telephone and reference materials.~~ The Council Chambers is the official meeting room of the Council and is located adjacent to the Council lobby. Regular Council Meetings, and Worksessions ~~and Committee Meetings~~ are primarily held in the Council Chambers.

3.05 Mail and Deliveries

The City Manager's office coordinates the delivery of mail to the Council. Individual mailboxes are located in the Council workroom, and Council is encouraged to check their mailboxes regularly. ~~Staff delivers uncollected mail to Council each Thursday at the Council Meeting or~~

~~Council Worksession.~~ If information is time sensitive, staff notifies Council using a prompt means of delivery (e.g., via email, phone, or text messages.).

Electronic meeting packets for Regular Council Meetings, and Worksessions ~~and Committee Meetings~~ are posted on the City's website by 4:00 pm the Friday before a meeting. In some limited cases, this timeline may be extended by the City Manager. Staff notifies Council ~~by email~~ when the meeting packets are available electronically.

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CHAPTER 4

Financial Matters

4.01 Budget

The City prepares annual operating and capital budgets on a calendar year basis. The operating budget is prepared each year. With Council approval, the City Manager may, submit a biennial budget. There are several phases in the City's budget cycle:

June through September - Development and Preparation

1. The City Manager and Finance Director issue a *Call to Budget* to Department Directors.
2. Each department develops and submits their budget requests to a Budget Review Team, composed of the City Manager, Assistant City Manager, and Finance Director.
3. The Budget Review Team balances projected revenue and projected expenses, and develops the City Manager's proposed budget.
4. The Budget Review Team briefs the ~~Finance Committee~~Council during this process.

October and November - Review

1. The City Manager presents the Annual Operating Budget to the Council no later than the first Tuesday in November.
2. The Council reviews the City Manager's proposed budget, holds a public hearing, and makes budget adjustments.
3. The public hearing occurs in November to receive public input on the proposed budget.

December - Adoption

1. The Council adopts the annual budget for the next fiscal year.
2. The Council must balance and adopt the Annual Operating Budget prior to December 31 of the preceding year.

Implementation

After adoption of the Annual Operating Budget, the City immediately implements services approved for funding in the next fiscal year.

Monitoring

The City Manager and Finance Director monitor revenues and expenditures throughout the year to ensure that funds are used appropriately. The Finance Director submits a Quarterly Financial Report to the City Manager, ~~the Finance Committee~~, Council and Department Directors.

Evaluation

The State Auditor performs audits on specific topics at their discretion. The State Auditor's Office conducts financial and compliance audits. The Finance Department produces Comprehensive Annual Financial reports.

4.02 Council Compensation

The Council establishes rates of compensation that are subject to certain Washington state laws. Compensation helps fund expenses that Councilmembers may incur in the course of fulfilling their duties. The compensation for each Councilmember elected to office from 2007 to present is \$1,025 per month. On each calendar year, the monthly sum increases by \$50. The Mayor receives an additional \$225 per month. The Deputy Mayor receives an additional \$115 per month ([LMC 2.10](#)).

4.03 Financial Disclosure

Candidates for the office of Councilmember must file a financial disclosure statement with the State Public Disclosure Commission within two weeks of filing a nomination paper. When appointed to fill a vacancy on the Council, the appointee must file a financial disclosure statement with the Commission, covering the preceding 12-month period, within two weeks of appointment. Councilmembers must file a financial disclosure statement with the Commission on an annual basis after January 1 and before April 15 of each year covering the previous calendar year. Councilmembers whose terms expire on December 31 shall file the statement for the year that ended on December 31. Statements filed in any of the above cases will be available for public inspection. Failure to file or filing a false incomplete financial disclosure statement, if done knowingly, is a Class I misdemeanor ([RCW 42.17A.750](#)).

4.04 Council Professional Development and Training

The City's annual operating budget includes appropriations for expenses necessary for Councilmembers to undertake official City business. Funding provided includes membership in professional organizations, attendance at conferences, or educational seminars, and purchase of publications and office supplies. The City Manager's office processes purchases, subscriptions and registrations. (Refer to Chapter 4, [ParagraphSection 4.07 – Allocation of Annual City Council Travel and Training Budget](#).)

4.05 Gift of Public Funds

Article 8, section 7 of the Washington constitution prohibits the City from giving money or property, or lending money or credit, except for the necessary support of the poor and infirm. Most commonly referred to as "the gift clause," it reads as follows:

No county, city, town or other municipal corporation shall give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.

Staff and ~~elected officials~~Councilmembers must carefully scrutinize transactions in which the City allocates funds, gives property or lends money or credit in light of the restrictions concerning the gift of public funds.

4.06 Fiscal Policies

The stewardship of public funds, their safe-keeping, proper use and management, is one of the greatest responsibilities entrusted to officials and managers of the City. The establishment and maintenance of wise fiscal policies enables City officials to protect public interests and ensure public trust.

This document defines financial practices and policies to be used by the City to meet its obligations and operate in a financially prudent manner.

The fiscal policies of the City are to provide a sufficient financial base and the resources necessary to sustain a high level of municipal services to ensure public health, safety, and welfare while maintaining its physical infrastructure and promoting the social well-being of the ~~citizens of the City. (Refer to Attachment 4.06A, Fiscal Policies.)~~community members of the City. (Refer to Resolution 945.)

4.07 Allocation of Annual Council Travel and Training Budget

It is the intent of the Council that each member takes advantage of training and professional development opportunities to broaden their understanding of municipal government and enhance their role as an elected City official. To that end, funds are budgeted annually to accommodate reasonable travel for conferences, seminars, workshops, and other training opportunities for each Councilmember. Councilmembers are encouraged to attend events sponsored by Association of Washington Cities (AWC), National League of Cities (NLC), or similar local government associations, including conferences, seminars, legislative meetings, and training programs. (Refer to Chapter 4, Paragraph Section 4.04.)

Funds allocated to Council travel and training shall be distributed equally by Council position to adequately allow a Councilmember to attend two conferences annually. In addition, adequate funds will be budgeted annually to accommodate travel by the Mayor or other selected Councilmember to meet with the City's congressional delegation to discuss community needs.

Councilmembers shall determine which conferences they wish to attend during the calendar year, as well as a good faith estimate of total training and travel costs by the first Council Worksession of March. If a Councilmember's travel request is lower than their budgeted funds, their remaining funds will be distributed to other Councilmembers whose travel requests are higher than their budgeted funds. Any remaining funds not allocated towards training and travel during the March Worksession shall be held in reserve to cover additional training or travel requests from Councilmembers.

If a Councilmember wishes to attend additional conferences or trainings during the calendar year, they must present their proposal ~~to the General Government Committee for recommendation to be approved by the Council~~ consideration. Approval is granted by a majority vote of the Council.

If there are not adequate funds for each Councilmember to attend two conferences, the Council may propose a budget amendment to cover the additional costs.

The City Manager's office coordinates registration and travel arrangements for the Mayor and Councilmembers.

Travel authorization and expenditures for Councilmembers requires approval of the Mayor. Travel authorization for the Mayor requires approval by the Deputy Mayor.

All travel and training are subject to City policy.

~~*(Refer to Attachment 4.07A – Reimbursement for Expenses Incurred in the Conduct of City Business; also refer to Chapter 4, Paragraph 4.04.)*~~

~~*(Refer to Reimbursement for Expenses Incurred in the Conduct of City Business; Refer to Chapter 4, Section 4.04.)*~~

CHAPTER 5

Communications

Perhaps the most fundamental role of a Councilmember is communication. Good communication helps build trust, promotes confidence, improves performance and teamwork, and minimizes surprises.

The Council communicates with the public to assess community opinions and needs, and to share the vision, goals, and priorities for the City. Communication with staff provides policy direction, promotes teamwork and informed decisions, and provides an understanding of the implications of policies.

Since the Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council. Equally important, when Councilmembers are expressing personal views and not the position of the Council, the public should be so advised.

5.01 Council Correspondence

The Mayor is typically charged with transmitting the City's position on policy matters to outside agencies on behalf of the Council. The City Manager assists in preparing the correspondence. Individual Councilmembers may occasionally prepare letters for constituents in response to inquiries, or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

Generally, ~~citizen~~community member concerns addressed to the Council are forwarded to the appropriate staff person to prepare a response and to address the concern where possible. A copy of the initial request will be included with the response and distributed to each Councilmember. Correspondence addressed to one ~~councilmember~~Councilmember will be copied to all Councilmembers.

If any Councilmember receives an email sent directly to ~~his/her~~their address, they are not required to share their response with the full Council. However, if they decide to share the email, they should forward a copy to the generic council email address at council@ci.lacey.wa.us for distribution by the City Clerk~~Manager's office~~ to the full Council.

5.02 Public Communication

On occasion, Councilmembers may wish to share an opinion on an issue on which the Council has yet to take a position, or about an issue for which the Council has no position. In these circumstances, individual Councilmembers should clearly indicate they are not speaking for the Council as a whole, but as individuals. It is not appropriate to use City letterhead or Council titles for personal or political purposes.

5.03 Public Notices and Legal Publications

The City ~~Clerk~~Clerk's office publishes public notices ~~related pursuant to state law, e.g., to public hearings, special council meetings, budget approval, annexations, and street vacations in the legal section of the local paper, and on the City's website at, see: CityofLacey.org under News & Events/Public Notices.~~ <https://cityoflacey.org/public-notice/>.

The City ~~Clerk~~Clerk's office publishes adopted ordinances ~~in the legal section of the local paper pursuant to state law and~~ in compliance with [LMC 1.08](#) ~~on the Monday following Council action.~~ Five business days after publication, the ordinance becomes law.

5.04 Press Releases

The Public Affairs Department is responsible for the majority of press releases issued by the City related to a specific event, action or announcement. The Council receives copies of all City-related press releases. If an issue is time sensitive or of significant importance, Councilmembers will be contacted directly by the City Manager or their designee.

5.05 City Website

The Public Affairs Department ~~and Information Services (IS) division are~~is responsible for the management of the City's website at CityofLacey.org. The website offers another resource for the City to communicate with ~~its citizens community members.~~ Information about council meetings, ordinances, resolutions, minutes, council issues, and contact information is available on the ~~Council~~ homepage. Council meeting agendas and draft minutes are posted on the City's website each Friday afternoon prior to the meeting. Minutes are not official until approved at a subsequent Council meeting.

Each Councilmember has the opportunity to post a biographical page on the City's website. Councilmembers should submit their biographical information and areas of focus to the ~~Assistant City Manager~~Manager's office for review.

The City website will not be used in support of or opposition to a ballot measure or campaign for election of an individual to public office.

5.06 Council Resolution on Public Issues

At times, local ballot measures and state-wide ~~citizen~~ initiatives may be placed on a ballot that affects Council policy. There are restrictions regarding what actions the City may take on ballot measures. Specifically, state statutes prohibit the use of City personnel, equipment, materials, facilities or other resources to influence the outcome of an election. The Council, however, may take a position on certain ballot measures in accordance with Council Policy. ~~(Refer to Chapter 5, Paragraph 5.07, and Attachment 5.07A, Requesting Council Resolution on Public Issues.)~~

~~5.07 Requesting Council Resolution on Public Issues~~

~~As issues arise, individual community members or groups request Council to take official action as Lacey's governing body in support of or in opposition to issues of interest to them. This section establishes policies and procedures for addressing when and under what circumstances the Council will take such official action.~~

—
Council will consider requests to take official action in support of or in opposition to specific issues when:

1. The issue in question has direct financial or policy implications for the City as a governmental organization; or
2. The issue in question has a direct economic or substantive impact on the Lacey community and is of importance and interest to a broad cross-section of Lacey residents; and
3. The issue in question is one that is appropriately addressed by the Council as opposed to another governing body such as the county, state, or federal government; or when the issue is one that is more appropriately addressed in the courts or through public election.

Procedure

1. The individual or group(s) making the request should be Lacey residents. An individual or group making such request should be based in Lacey.
2. It is generally the policy of the Council that actions requested on issues of a controversial, political, or divisive nature are appropriate to address only where there is an important and vital community interest to be served by doing so.
3. The City's determination regarding requests for official positions on ballot measures will be in accordance with RCW 42.17A.555 *(to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view).*
4. The person(s) making the request must submit a completed *Application Requesting Council Action on a Resolution*, supply a copy of the ballot proposition, and provide supporting documentation, materials, and other pertinent information relative to the action requested of the Council.
5. Requests must be made at least six weeks prior to the requested Council action date, if any, unless waived by the General Government & Public Safety Committee.
6. The correspondence and associated materials will be reviewed by the General Government Committee whose recommendation regarding the request along with all appropriate materials and information will be forwarded to full Council.
7. The City Manager's office will notify the individual or group(s) making the request of the Committee meeting date and time. Where possible and practicable, the Committee strives to obtain information from the opposing point of view, and where appropriate will also invite certain representatives of said opponents to the Committee meeting.

- ~~8. The Committee first reviews the request to determine if it meets the policy requirements and guidelines established in this policy.~~
- ~~9. The Committee then reviews the request along with pertinent materials and information to determine if this is a matter they wish to recommend to the full Council for consideration. If so, a report on the matter, along with the recommendation, will be forwarded to the Council.~~
- ~~10. If the Council decides that it will act on the recommendation, a resolution will be prepared by the City Attorney for consideration at a subsequent Council Meeting. If the Council decides that it is appropriate to officially consider the request, the City Clerk advertises an open public meeting on the matter including the title and number of the ballot proposition.~~
- ~~11. If the Committee determines that it will not recommend official action on the request, the proponents will be so notified, and, a report on the matter will be presented to the Council for their consideration at the next appropriate meeting.~~

~~(Refer to Attachment 5.07A - Application Requesting Council Position on Public Issues; also refer to Chapter 5, Paragraph 5.06.)~~

5.085.07 Council Proclamations

Proclamations are issued by the Mayor as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy and do not require the approval or action of the Council. (Refer to Chapter 5, ~~Paragraph~~Section 5.09, and Attachment 5.09A, Reviewing Public Requests for Proclamations.)

5.09 Reviewing ~~08~~ Public Requests for Proclamations

The Council will consider requests from the public to proclaim certain events or causes, when such proclamations positively impact the community and convey an affirmative message to Lacey community members. Proclamations that are political in nature, that are controversial, or that likely would not enjoy a high level of community interest and support, are discouraged.

Procedure

1. The person(s) or organization making the request should be a Lacey ~~resident(s); community member.~~
2. The request should be made at least four weeks in advance of a regularly scheduled Council meeting.
3. ~~A local citizen~~The person(s) or organization representative should ~~agree to~~ be in attendance to accept the proclamation.
4. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations.
5. The City retains the right to decide if the proclamation will be issued or not.

6. The person(s) making the request must submit a completed ~~Application Requesting a City Proclamation~~ and submit a copy of Application Requesting a City Proclamation found on the ~~proposed proclamation. A sample proclamation is attached to the application to provide format suggestions.~~ City's website, CityofLacey.org/government/lacey-city-council/proclamation-request-form/
7. ~~The Mayor,~~ City Manager ~~and/,~~ or ~~staff~~ designee, will determine if the proposed proclamation meets the intent of this policy. When there is uncertainty in making this determination, ~~the Mayor~~ City Manager, or designee will consult with the ~~General Government Committee~~ full Council for their guidance.
8. Once approved, the proclamation will be added to the appropriate Council agenda.
9. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.

(Refer to Attachment 5.09A – ~~Application Requesting a City Proclamation~~; Application Requesting a City Proclamation; also refer to Chapter 5, ~~Paragraph~~ Section 5.08.)

5.1009 Public Records Act

The following guidelines are provided to help ensure that communications submitted to and by elected and appointed officials comply with the State Public Records Act, [RCW 42.56](#) and the State Open Meetings Act, [RCW 42.30](#), the following guidelines exist:

General Communications

All letters, memoranda, and electronic communication (e.g., email, text, social media) involving Councilmembers, the subject of which relates to the conduct government or the performance of any governmental function, with few exceptions as stated by the [Public Records Act](#), are public records.

Written Communications

Written letters and memoranda received by the City, addressed to Councilmembers, will be distributed to Council and a copy kept in accordance with the City's Record Retention Schedule.

Electronic Communications

Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.

Electronic communications that are intended to be shared among four or more Councilmembers, whether concurrently or serially must be considered in light of the ~~Open Public Meetings Act~~ Open Public Meetings Act. Electronic communications should be restricted to providing of informational only items, or information such as materials for later

review or notice of a potential new agenda item. Responses to such electronic communications should be limited to ensure that Council business is conducted only at its scheduled meetings. Discussion of City business by a majority of the Council must be conducted in an open meeting. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion should not occur. The use of electronic communication to form a collective decision of the Council is inappropriate and violates the Open Public Meeting Act.

Electronic communications should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other “confidential” City business. In general, electronic communication is discoverable in litigation. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

City phones and other devices are not appropriate for personal use. Conversely, Councilmembers should not use personal devices to transmit official **electronic** communications. Electronic messages on a Councilmember’s private device pertaining to City business may be considered open to public disclosure, and may not be deleted.

The City Clerk is the City’s official Records Officer, and as such, is available to assist with public records requests. Online public records request forms are available at the City’s website at CityofLacey.org / Popular Forms/Public Records Request.

5.1110 Social Media

This policy establishes a formal process and standards for the use of social media by ~~Elected Officials (Mayor and Councilmembers)~~ in their official capacity. The purpose of social media platforms owned or maintained by the City for ~~Elected Officials~~Councilmembers is to provide a limited forum for ~~Elected Officials~~Councilmembers to communicate with their constituents and members of the public regarding subjects directly related to the City and the Lacey community.

The provisions of this policy shall apply only to social media sites/tools owned or maintained by the City, including sites/tools established by the City for ~~elected officials~~Councilmembers. It is primarily each ~~Elected Official's~~Councilmember's responsibility to ensure compliance with this policy.

It is the city’s preference and intent that ~~elected officials~~Councilmembers only use social media sites/tools owned or maintained by the City to communicate in their official capacity. The use of private social media sites/tools for this purpose is strongly discouraged. ~~The City asks that elected officials~~

The City asks that Councilmembers notify the City Manager, or designee, of social media sites/tools used by Councilmembers as a limited forum to communicate with their constituents and members of the public regarding subjects directly related to the City and the Lacey community. The City Manager, or designee, may request capturing these accounts with City-approved archiving programs to retain potential City records.

The City asks that Councilmembers include the disclaimer in **Exhibit B** on personal social media accounts or pages to avoid confusion and potential violations of open government requirements. The City also asks ~~elected officials~~Councilmembers to include information on any private accounts directing visitors to their official city page for city related business.

Definitions

“Chat” or “Messenger” is a feature that allows instant messages to be sent.

“Comment” is a response to a post, an article, or other social media content submitted by a visitor.

~~“Elected Officials” includes Mayor, Councilmembers, and any staff working on an Elected Official’s behalf to represent them, using a social media platform.~~

“Reacting” is a feature that allows users to show their reaction to specific comments, pictures, wall posts, statuses, or fan pages. The “reaction” button allows users to show a range of responses, such as their appreciation, dislike, or other emotion for content without having to make a written comment.

“Post” is an original entry onto a social media platform.

“Sharing” is to relay a previously created post onto a different social media site.

“Social Media” are third-party hosted online technologies that facilitate social interactions and dialogue. These online technologies are operated by non-city hosted services and may be used by the ~~Elected Officials~~Councilmembers to communicate with the public. Such third party hosted services/tools may include, but are not limited to: ~~social networking sites (Facebook, Linked-In), micro-blogging tools (LinkedIn, Twitter, Instagram, Snapchat), audiovisual networking sites (, YouTube, Vimeo), and blogs (Wordpress, TumblrWordPress, etc-).~~

“Tagging” is a mechanism of linking a person, page, or place to a post.

“Visitor” is a person who views ~~an Elected Official’s~~a Councilmember’s social media site.

General Policy

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts and comments should model the same professional behavior displayed during Council Meetings and community meetings.

Social media are not to be used by ~~Elected Officials~~Councilmembers as mechanisms for conducting official city business other than to informally communicate with the public. Examples of business that may not be conducted through social media include: making policy decisions, official public noticing, and discussing confidential City matters that have not been approved for release to the public. ~~Elected Officials’~~Councilmembers’ social media site(s)

should contain links directing users back to the City's official website for in-depth information, forms, documents, or ~~online~~ services necessary to conduct official city business.

Administration, Enforcement and Dispute Resolution

The City Manager, ¹ or designee, ¹ shall have primary responsibility to administer and enforce the provisions of this policy with respect to social media sites/tools owned or maintained by the City.

The City Manager, ¹ or designee, following consultation with the City Attorney, may cause categories of official City social media applications, tools, or sites to be permanently or temporarily discontinued if they are not or cannot be used in compliance with this policy. The City Manager or designee shall exercise such discretion in a viewpoint-neutral, evenhanded, and non-arbitrary manner.

Content Restrictions—Ethics and Elections Rules of Compliance

All content posted on individual ~~Elected Officials'~~Councilmember's social media sites shall comply with applicable Council Rules of Procedures, City ordinances and administrative rules, and Washington State law regulating public agencies and elected officials.

Social media accounts/platforms owned or maintained by the City shall not contain posts, comments, or links to any content that supports or opposes political candidates or ballot propositions, including, without limitation, links to ~~an Elected Official's~~a Councilmember's campaign site.

For social media accounts that are owned or maintained by the City, no content that promotes or advertises commercial services, entities, or products may be posted.

~~Elected Officials~~Councilmembers will not post or release proprietary, confidential, or sensitive information on social media sites in a manner that violates applicable state law, including, without limitation, [RCW 42.23.070](#) – Prohibited Acts.

Public Records Act Compliance

Content maintained in a social media format, whether on a city-owned account or personal account, that is related to City business, including communication between an individual ~~Elected Official~~Councilmembers and constituents or the general public, and a site's listing of "friends" or "followers," may be considered a public record subject to disclosure under the state Public Records Act.

State and local records retention laws and schedules apply to social media content. All social media content that is required to be retained shall be maintained for the legally required retention period based on the subject matter of the content. Social media accounts owned or maintained by the City, will be retained through the City's archiving system.

Any social media tools used should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, ~~RCW~~

~~42.56-RCW 42.56.~~ If it is not possible to display this notice prominently on the site, ~~Elected Officials~~~~Councilmembers~~ should notify users by including a link from the site to the Public Records Act notice set out in **Exhibit A**, notify new users via response to posts, and/or periodically notify existing users via broadcast message.

Users of, and visitors to, social media sites shall be notified that public disclosure requests must be directed to the appropriate City Public Records Officer pursuant to the City's Public Records Disclosure Policy.

Councilmembers should avoid using their official city account or page to comment on another social media accounts because those comments may not be captured for public records purposes.

Open Public Meetings Act and Appearance of Fairness Doctrine Compliance

Communication between Councilmembers via social media, as with telephone and email, may potentially constitute a "meeting" under the Open Public Meetings Act, Chapter [42.30 RCW](#).

For this reason, Councilmembers are prohibited from participating in social media discussions/threads regarding City business that involve a quorum of ~~Council Members~~~~Councilmembers~~, and are strongly discouraged from "friending" of "following" other Councilmembers or reacting to other Councilmember's posts.

In addition, receiving or making posts or comments regarding quasi-judicial matters via social media may violate Council Policy and [Chapter 42.36 RCW – the Appearance of Fairness Doctrine](#). To avoid receiving any comments on pending quasi-judicial matters that may violate the Appearance of Fairness Doctrine, Councilmembers are strongly encouraged to maintain social media sites with settings that can restrict users' ability to post content.

Content Guidelines and Restrictions

For social media sites/tools owned or maintained by the City, users and visitors of social media sites who submit comments should be clearly notified that the intended purpose of the site is to serve as a mechanism for informal communication between ~~Elected Officials~~~~Councilmembers~~ and the public regarding the City-related topics discussed. If the public is allowed to post comments to an ~~Elected Official's~~~~Councilmember's~~ site, the Use Policy set out in **Exhibit A** must be displayed or made available by hyperlink.

Councilmembers are not allowed to post links to their personal social media accounts or "cross-post" between personal and official city accounts.

Any content removed in compliance with the Use Policy must be retained, including the time, date, and identity of the poster when available, to the extent required by law. See above Records Act Compliance.

Equal Access

~~Elected Officials~~Councilmembers are discouraged, in their official capacity, from posting or commenting on social media sites that require membership or subscription. When posting information or soliciting feedback on such a site, ~~Elected Officials~~Councilmembers should always provide an alternate source for the same information or mechanism for feedback on the City's public ~~web site~~website, so that those who are not members of the social media site may have equal access.

Exhibit A – Disclaimer for Official City ~~Elected~~Councilmember Official Accounts

- The views expressed represent the views of the author and may not reflect the views of the Lacey Council.
- Responses to this communication by other Councilmembers may be limited by the provisions of the Open Public Meetings Act under which a policy discussion must be held in an open public meeting if a quorum of the Council participates.
- Posts, comments, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act ([RCW 42.56](#)).

The following content will be removed from this site:

- (1) comments not related to the specified topics for discussion;
- (2) posts or comments in support of or opposition to political campaigns or ballot measures;
- (3) profane or obscene language;
- (4) posts or comments espousing or conveying racially, ethnically, religiously, gender-oriented, discriminatory comments;
- (5) solicitations and/or transactions of commerce;
- (6) sexual content or links to sexual content;
- (7) encouragement, promotion or undertaking of illegal activity;
- (8) information that may tend to compromise the safety or security of the public or any City equipment, property or system;
- (9) content that violates a legal ownership interest of any party; and
- (10) posts or comments that would constitute ex parte communications in violation of the Appearance of Fairness Doctrine.

Exhibit B – Disclaimer for Personal Accounts

- This is a personal account; city business should be addressed through a City official account.
- The views expressed represent the views of the author and may not reflect the views of the Lacey Council.
- Responses to this communication by other Councilmembers may be limited by the provisions of the Open Public Meetings Act under which a policy discussion must be held in an open public meeting if a quorum of the Council participates.
- Posts, comments, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act ([RCW 42.56](#)).

5.1211 Flag Policy

The purpose of the policy is to establish guidelines in order to ensure that the flags are used only for government speech and that they reflect the views, values, and goals of the city. The City's flagpoles are not intended to serve as a forum for free expression by the public. The City will not display a ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party. Flags shall be displayed in conformance with Federal and State laws and policies, as stated in the federal "The Flag" publication of the Congress, Title 4, Chapter, 1 of the United States Code, and the State of Washington Revised Code of Washington [35A.21.180](#) and [RCW 1.20.017](#).

Based on guidance from the Washington Secretary of State, the Washington State flag should be displayed in the highest position of honor after the U.S. flag and the flags of any other nations. The Washington State flag should be displayed in a higher position of honor than the flags of other states, counties, cities, or any other entity. When the U.S. flag should be on top, followed by POW-MIA flag and then the Washington State flag. If there are two poles, the POW/MIA flag should be flown under the U.S. flag while the Washington State flag is on the other pole.

Any flag flown by the City must be purchased and owned by the City.

Alternatives to Displaying the City Flag:

This policy shall apply to all City-owned locations at which the City flag is displayed unless otherwise noted.

Location	# of Flag Poles	Flags Presented
City Hall	3	US Flag POW Flag Washington State City of Lacey
Public Works Shop (Commonly referred to as “the Shop”)	1	US Flag City of Lacey
RAC	1	US Flag City of Lacey
Lacey Civic Plaza	3	US Flag POW Flag Washington State City of Lacey
Woodland Community Center	1	US Flag City of Lacey
Hawks Prairie (near Home Depot)	2	US Flag Washington State (Poles are not tall enough to fly two flags)

The City’s flagpoles are to be used exclusively by the City, where the ~~Lacey City~~ Council may display a commemorative flag as a form of government expression. The Lacey Council may choose to fly a different flag in place of the City flag. Any decision to fly a different flag must be made independently by the Council. The ~~Lacey City council~~Council may request the Commission on Equity to review and provide recommendations on flag displays. The approval to fly a flag in place of the City flag must be made by a majority of the Council at a regular Council meeting. The ~~lacey City~~ Council approval will include a description of the flag to be displayed and the dates for display of the particular flag, including if the flag will be displayed on an annual basis. Flags authorized by the ~~Lacey City~~ Council to be displayed on an annual basis should be incorporated into this policy.

Council Approved Flags

- **Sister City Flag:** The flag of Lacey’s sister city may be flown during the visit of a sister city delegation to City Hall.
- **The Progress Pride Flag:** The Progress Pride Flag will be flown annually from June 1 to June 30, with the exception of when the Juneteenth Flag is flown (see below).
- **The Juneteenth Flag:** The Juneteenth Flag will be flown annually from June 19 to the third weekend of June or the third weekend of June to June 19 depending on which comes first, at City hall and the Regional Athletic Complex.

- **The Nisqually Indian Tribe Flag:** The Nisqually Indian Tribe Flag will be flown annually from November 1 to November 15 provided the City annually receives consent from the Nisqually Indian Tribe.
- **Squaxin Island Tribe Flag:** The Squaxin Island Tribe Flag will be flown annually from November 16 to November 30 provided the City annually receives consent from the Squaxin Island Tribe.

5.1312 Naming of Public Parks, Trails, Parkways, etc.

It is the policy of the City to utilize an established procedure to name public spaces, including public parks, trails, parkways, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and accessories.

In this policy, “person” refers to an individual, corporation, limited liability company, or any other legal or commercial entity.

Eligibility:

To define the criteria and procedures for naming of public spaces.

Criteria:

In the naming of public spaces, consideration shall be primarily given to:

1. Neighborhood, geographic or common name identification.
2. A natural or geological feature.
3. Significant historical events or cultural attributes.
4. A historical figure.
5. A person (living or deceased) that has made a significant land and/or monetary contribution to the park system and has stipulated the name as a condition of the donation.
6. A person that has contributed outstanding civic service to the City of Lacey. Facilities shall not ordinarily be named for living persons, except under the following conditions:
 - a. The person in their lifetime has provided exceptional service to the City of Lacey. This service should be substantial length and leadership.
 - b. Their accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to the parks, culture and recreation movement.
 - c. They fall under the Sponsorship and Naming Rights policy.¹
7. A person that has donated a significant parcel of property or facility, or has provided financing for the acquisition of a public space or provided for significant development of a park and/or element within a park.

8. Naming rights may also be granted to a person for a mutually agreed upon fee pursuant to the policies and procedures outlined in the Parks, Culture and Recreation Sponsorship and Naming Rights Policy.

¹ Sponsorship and Naming Rights policy is an administrative policy of the Parks, Culture and Recreation Department. The full policy can be accessed here: <https://laceyparks.org/sponsor>

Procedure:

1. The naming of public spaces should be approached without preconceived notions and with patience and deliberation.
2. Timing is important in naming public spaces, since temporary designations tend to be retained. During the development, a number or street designation will be used until the formal naming of the public space. Whenever possible, naming will be made upon closing a purchase or construction of the public space.
3. Once a name has been approved, it should be considered permanent.
4. Suggestions for names may be solicited from organizations and/or individuals, including residents surrounding the property to be named, at the request of the Lacey ParkParks, Culture, and Recreation Board or at the discretion of the Council. All written suggestions, solicited or not, shall be acknowledged and recorded for consideration.
5. To avoid duplication, confusing similarity or inappropriateness, the Lacey ParkParks, Culture, and Recreation Board, in considering name suggestions, will review existing names in the park system and surrounding area.
6. The Council, following public review and/or recommendation by the Lacey ParkParks, Culture, and Recreation Board, shall designate names for parks, culture and recreation facilities. The Lacey Council will have the prerogative of accepting or rejecting all proposals.
7. All portions of a public space will have, as a general rule, the same name as the entire park, trail or facility. However, elements within a public space may be named separately as long as the name does not detract from the intended identity. Thus, the two names can be used in combination, i.e., Beaver Park's Cleaver Field or Riverfront Park's Blooming Arboretum.
8. Public spaces shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.
9. Where appropriate, a "Contributors Corner" may be established to honor those who have made significant contributions to the site.
10. Upon approval of the name, the name will be filed with the Fire Department, 911, the Lacey Police Department or any agency/business that would use names as a reference.

Definitions:

1. Lacey Park Board – Lacey Parks, Culture, and Recreation Board is an appointed board of sixseven members (plus one youth member) representing the citizenscommunity members of the City.
2. Public spaces – all City owned, public parks, parkways, trails, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and features in the park and recreation system of the City.
3. Memorials – all sculptures, permanent artwork, fountains, memorial gardens, plazas, and exhibits which honor or commemorate a person(s), group or event.
4. Basic park accessories include typical amenities, i.e., benches, picnic tables, equipment, trees, drinking fountains, game equipment and exhibits.

5.1413 Naming of Historical Buildings

It is the policy of the City to utilize the following procedures and selection process for recognizing the community's history, places, and people.

Purpose:

To define the selection criteria and procedures for recognizing buildings, sites, people, organizations and events important to community's heritage. To amplify and clarify procedure outlined in existing City ordinances regarding historical resources. To assure that historical references and recognition are valid, appropriate and timely.

Criteria:

~~City Ordinance No. 531 and Ordinance No. 796~~City Ordinance No. 531 and Ordinance No. 796 identifies the process or recognizing buildings, streets, areas, districts, sites and other activities associated with the City's heritage. The following shall be implemented to augment to existing ordinances:

1. Calendar age will not be a factor in limiting recognition.
2. As an addition to and without alternating the ordinances, recognition may be given to:
 - a. Buildings and sites associated with events important to the City's Heritage.
 - b. Buildings and sites associated with persons important to the City's heritage.
 - c. Significant historical cultural attributes.
 - d. People and organizations that have contributed to the community's history.
 - e. An individual (living or deceased) who has made a significant land and/or monetary contribution to the preservation or enhancement of Lacey's historical resources.
 - f. An individual who has contributed exceptional civic service to the City.
 - i. Recognition is not ordinarily given to living persons, except under the following conditions:

- 1) The individual in his or her lifetime has provided exceptional service to the City. This service should be of substantial length and leadership.
 - 2) His or her accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to the community's history and development.
- g. An individual or organization that has donated a significant parcel of property or facility, or has provided a majority of the financing for the acquisition of a public facility.
- h. An individual or organization that has undertaken significant activities that further the understanding of the community's heritage.

Selection Process

1. Providing recognition of the community's history, places and people should be approached objectively with patience and deliberation.
2. All suggestions, recommendations and applications for recognizing people, organizations, sites and events that are directly related with the community's history shall be reviewed by the Lacey Historical Commission.
3. The Lacey Historical Commission will provide guidance, background data, and advice to the entity originating the recommendation for recognition, and will submit recommendations to the Lacey Council for consideration. The Commission, in considering suggestions for recognition, will review existing data known to the Commission.
4. The Lacey Council will have the prerogative of accepting or rejecting all proposals.
5. Duplicates of recognition may be allowed. Some people or organizations contribute in many ways and can be recognized as appropriate for each action or event.
6. Memorials may be dedicated to the cause for which they were given by an appropriate plaque or sign under the following conditions:
 - a. Requirements are that the building, site, person, organization or event will have met the criteria for recognition.
 - b. The memorials are appropriate for the location and approved by the land owner or City department. The City may, but is not obligated to, replace memorials.
7. Placement of signs or plaques will be considered only on permanent monuments, structures, or facilities.
8. The donations of items associated with the community's heritage will be encouraged with or without donor information. However, the City will not be obligated to replace the identification placed on the item.
9. Where appropriate, a "Contributor's Register" may be established at the Lacey Museum or other City facility to honor those who have made significant contributions to the community.

Definitions

1. Lacey Historical Commission – an appointed board of nine members representing the citizenscommunity members of the City. The Commission's actions and responsibilities are identified in City Ordinance No. 531 and Ordinance No. 796.

Procedure

1. Suggestions for recognizing historical events, places and people shall be solicited from organizations, individuals and City staff, or may be voluntarily submitted by any citizen-community member. All written suggestions, solicited or not, shall be acknowledged and recorded for consideration by the Lacey Historical Commission.
2. The Lacey Historical Commission may act on any recommendation for recognition at a regularly scheduled meeting, special meeting, or telephone poll.
3. The Council, following public review and recommendation by the Lacey Historical Commission, shall provide for the specific recognition.
4. Buildings, sites, and other specific facilities shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.

5.1514 Naming of Public Facilities and Memorial Roadways

It is the policy of the City of Lacey to utilize an established and consistent procedure to commemoratively name City public facilities and memorial roadways.

Naming policies for parks, trails, parkways, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, park accessories, etc., are specified in Section 40.165.12 Naming of Public Parks, Trails, Parkway, etc.

Naming policies for Historical Buildings are specified in Section 40.175.13 Naming of Historical Buildings.

The commemorative naming and renaming of public facilities and memorial roadways shall only be done in accordance with the procedures and criteria set forth below. Once adopted, commemorative name and memorial roadway changes should occur on an exceptional basis and only at the discretion of the Lacey City Council.

A. Definitions:

1. **City facility accessories** – means all substantial structures or subareas of a building, which includes but is not limited to interior and exterior features such as lobbies, atriums, squares, plazas, foyers, halls, meeting rooms, chambers, corridors, waiting rooms, etc.
2. **City public facilities (“Public Facilities”)** – means, but is not limited to, City-owned buildings, utility facilities, including utility poles, utility boxes, and other utility elements, and other City facility accessories. City-owned streets and rights-of-way will only be considered for commemorative naming as memorial roadways.

3. **Commemorative name** – means a name provided to a City facility through the process outlined in the policy below.
4. **Memorial roadway** – means any public road, street, avenue, boulevard, or associated rights-of-way within City limits provided, or intended to be provided, with a secondary memorial name other than its formal navigational address name, in accordance with this naming policy. A memorial roadway name does not replace a street, road, avenue or boulevard's formal navigational address name. A memorial road may be designated for the entirety of the public roadway or for a segment of a public roadway. The length of the memorial roadway is at the discretion of the **Lacey City Council**.

B. Criteria:

In the commemorative naming of public facilities or memorial roadways, consideration will be primarily given to the following:

1. Neighborhood, geographic or common name identification
2. Natural or geological features
3. Significant historical events or cultural attributes
4. Historical or cultural figures
5. Outstanding individuals in the community
 - a. Outstanding individuals will be considered posthumously. There shall be a lapse of at least thirty-six (36) months between the date of the death of the person(s) or of the event commemorated and the final naming or renaming of the City facility; or at the discretion of the **City Council**. Consideration will be given when:
 - i. the person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the community; or
 - ii. the person risked his or her life to save or protect others.
6. Veterans or military units with exceptional service contributions to the nation, state, or community
7. An individual who has made a significant land and/or monetary contribution to the City or greater community and who has stipulated the name as a condition of the donation
8. An individual who has contributed exceptional civic service to the City or greater community
 - a. Facilities shall not ordinarily be named for living persons, except under the following conditions:
 - i. The individual provided exceptional service of substantial length and

leadership to the City.

- ii. The individual's accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to enhancing public facilities.
9. A business entity or organization that has donated a significant parcel of property or facility, or has provided financing for the acquisition of a public facilities or provided for significant development of a public facility or an element within a public facility

C. Procedure:

The commemorative naming of public facilities and memorial roadways should be approached without preconceived notions and with patience and deliberation. Timing is important in naming public facilities, since temporary designations tend to be retained.

1. During the development of a public facility, a street designation or number will be used until the formal naming of the public facility occurs.
2. Whenever possible, naming of the public facility will be made upon closing a purchase or construction of the public facility.
3. Any group, person, or organization may apply to commemoratively name or re-name a public facility, excluding public roadways.
4. Any group, person, or organization may apply to create a memorial roadway.
5. The commemorative renaming and reconsideration of current names of public facilities and memorial roadways is allowed but discouraged.
6. Name change applications will be subject to a critical review that includes consideration of the original justification for the current name, the monetary value of prior contributors, and the rationale for changing the name. The renaming process would follow all other steps outline below.
7. Applications must contain:
 - a. the full name of the applicant, group, or organization;
 - b. contact information for a main point of contact;
 - c. identification of the public facility to be commemoratively named or renamed or the identification of the roadway to be considered for a memorial roadway;
 - d. the proposed name for the public facility or roadway;
 - e. supporting background information and/or justification describing the accomplishments and/or legitimacy of the name designation and how it is consistent with the naming criteria;
 - f. evidence of demonstrated community support for the proposed name;
 - g. written documentation of approval of the person (if living) or next of kin (if deceased), if available;

- h. identification of interested/impacted stakeholders;
 - i. a description of the location and a map; and
 - j. for renaming proposals of a facility, background information on the current name and the rationale for requesting a new name.
8. All applications should be submitted to the Public Affairs Office.
9. Naming Approval Process
- a. The ~~City~~ Council will be advised based on a transparent process and utilize the following information as guidelines for approval.
 - i. All written suggestions, solicited or not, will be acknowledged and recorded for consideration.
 - ii. To avoid duplication, confusing similarity, or inappropriateness, the City, in considering commemorative names or memorial roadway applications, will review existing names used for public and private facilities in Lacey and the surrounding area.
 - iii. Public facilities may only have one additional commemorative or historical name.
 - iv. Public roadways may only have one additional commemorative or historical name in addition to its formal navigational designation.
 - v. The City will refer all completed applications to Community Relations and Public Affairs Committee for review. The Community Relations and Public Affairs Committee will provide recommendations to the full ~~Lacey City~~ Council.
 - vi. The City shall notify the applicant of the application status once the full ~~City~~ Council has acted to approve the commemorative naming or memorial roadway application by resolution. If the ~~Lacey City~~ Council does not act by resolution on the commemorative naming or memorial roadway application, or the resolution does not receive a majority of the ~~Lacey City~~ Council vote, the application is considered denied. Denial of an application does not prohibit an applicant from submitting a new application for the same public facility or public roadway. Any subsequent applications are subject to the process described in the section above.
10. Any naming of City-owned facilities or memorial roadways may be revoked at the discretion of the ~~Lacey City~~ Council through a resolution.
11. Public facilities shall be identified by the established commemorative name.
12. Plaques, monuments, street signs, or other markers designating the commemorative name of the public facility or memorial roadway shall be maintained as a source of identity and civic pride. The size, material, and location of plaques, monuments, street signs, or other markers designating a commemorative name or memorial roadway are at the sole discretion of the City.

13. Upon approval of the commemorative name or memorial roadway, the name will be filed with the Fire Department, 911, the Lacey Police Department or any agency/business that would use names as a reference.

~~Amendments: May 20, 2021~~

- ~~○ Section 5.15—Naming of Public Facilities and Memorial Roadways~~

~~Amendments: September 15, 2022~~

- ~~● Resolution No. 1120~~
 - ~~○ Section 5.12—Flag Policy~~

~~Amendments: March 2, 2023~~

- ~~● Resolution No. 1126~~
 - ~~○ Section 5.13—Naming of Public Parks, Trails, Parkways, etc.~~

CHAPTER 6

Interaction with City Staff/Officials

6.01 Council Non-participation in Administration

In order to ensure the efficient and effective delivery of City services, the Council is encouraged to work directly with the City Manager when dealing with administrative services of the City. By statute [RCW 35A.13.120](#), Councilmembers are not to direct staff or become involved in or attempt to influence personnel matters that are under the direction of the City Manager. State law also prohibits Councilmembers from being involved in, or influencing, the purchase of any supplies beyond the requirements of the City procurement code/procedures. Except for the purpose of inquiry, Councilmembers should deal with administrative services primarily through the City Manager or designee.

6.02 Council/City Manager Relationship

The employment relationship between the Council and City Manager recognizes the fact that the City Manager is the chief executive officer of the City. All dealings with the City Manager, whether in public or private, should respect the authority of the City Manager in administrative matters. The City Manager respects and is sensitive to the policy responsibilities of the Council and acknowledges that Council holds the final responsibility for establishing the policy direction of the City.

The City Manager is subject to a professional code of ethics as a member of the [International City/County Management Association](#) (ICMA). The code binds the City Manager to certain practices that are designed to ensure actions are in support of the City's best interests. Violations of such principles can result in censure by ICMA.

6.03 Council/City Attorney Relationship

Pursuant to recommendation of the City Manager, the Council makes policy for obtaining legal counsel for the City, either by appointment of a City Attorney on a full time or part time basis, or by any reasonable contractual arrangement for such professional services. ([RCW 35A.13.090](#); [35A.13.100](#)). The City Attorney is similar to other Department Director positions and is appointed by the City Manager. The City Attorney provides legal counsel for the Council, its ~~committees, advisory boards~~~~commissions and boards~~, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney are to:

- Provide legal assistance necessary for formulation and implementation of legislative policies and procedures;
- Represent the City's interest, as determined by the Council, in litigation, administrative hearings, negotiations, or similar proceedings;
- Prosecute violations of ordinances and other laws of the City;

- Prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the Council; and
- Keep Council and staff apprised of court rulings and legislation affecting the legal interest of the City.

The City Attorney does not represent individual members of Council, but rather the City as a whole.

6.04 Council Roles and Information Flow

Council Roles

The full Council retains the authority to accept, reject, or amend staff recommendations on policy matters. Individual Councilmembers are not to intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities. All Councilmembers with concerns affecting the City should bring those concerns to the full Council and City Manager before contacting an outside agency.

Access to Information

The City Manager is the information liaison between Council and City staff. Requests for information from Councilmembers that require research, or is solicited because of a **citizen community member concern/complaint**, or Council concern, should be directed to the City Manager and will be responded to promptly. Council requests for routine, readily available information should be directed to the appropriate department director. All Councilmembers will be informed of requests and the staff response where a report is involved.

There are limited restrictions when information cannot be provided. The City is legally bound not to release certain confidential personnel information, or sales tax information on individual businesses. Certain areas of police department affairs, i.e., confidential information related to crimes, also may not be available.

Staff Roles

The Council recognizes the primary functions of staff as executing Council policy, implementing adopted goals and priorities, addressing day-to-day issues and problems, and keeping the Council informed. Staff is obligated to take guidance and direction only from the City Manager or assigned Department Director. This direction follows the policy guidance of the Council as a whole.

City staff makes every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Councilmembers, provided that, in the judgment of the City Manager, the request is not of the significance, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council.

Significant Requests

No Councilmember shall request or direct the City Manager or Department Directors to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The City Manager shall determine whether or not the matter is significant.

6.05 Dissemination of Information

The City Manager's open-door policy encourages Councilmembers to meet with the City Manager on an impromptu basis to discuss issues, City operations, intergovernmental issues, citizen/community member concerns, goals, priorities, and the like.

Councilmembers receive a weekly listing of pending agenda items. ~~The monthly LaceyLife provides information about on-going City activities. The Lantern – the City's monthly employee newsletter, and the Energizer – the City's monthly wellness newsletter, also provide information and updates about happenings in Lacey, as well as copies of other City communications (e.g., LaceyLife, Lantern, and Energizer).~~ In addition, the City Manager and Department Directors provide regular status reports, financial reports, staff reports and other updates, as available and needed.

Council meeting packets are available on the City's website ~~by 4 p.m. the Friday before regular meetings.~~ Staff notifies council by email when the meeting packets are available.

6.06 Staff Relationship to Advisory Bodies

Staff provides support and assistance to advisory boards, ~~commissions and task forces~~. Staff support includes preparation of summary agendas, preparation of reports providing a brief background of the issues, options, alternatives, recommendations, and preparation of minutes of advisory body meetings. Assigned City staff communicate recommendations of the advisory board to the Council as necessary and appropriate.

CHAPTER 7

Council Meetings

In accordance with the Open Public Meetings Act, all Council ~~regular~~Regular and special meetings are open to the public with the exception of Executive Sessions.

7.01 Meetings

Council Meetings

The Council conducts its official business, enacting laws and approving policies during ~~regular~~Regular Council meetings. Regular Council meetings occur the first and third ~~Thursday~~Tuesday of the month. All ~~regular~~Regular Council meetings begin at 6 p.m. in the Council Chambers at Lacey City Hall, 420 College Street SE. There are no regularly scheduled Council meetings on the 5th ~~Thursday~~Tuesday of the month.

Council Worksessions

Worksessions provide an opportunity for the full Council to review and discuss issues in depth without taking official action. Council Worksessions occur on the second and fourth ~~Thursday~~Tuesday of each month. All meetings begin at 6 p.m. in the Council Chambers at Lacey City Hall, 420 College Street SE. Although most formal Council action occurs at ~~regular~~Regular Council ~~Meetings~~meetings, the Council Worksessions may serve as regular meetings, allowing Council to may make decisions and take official action at Council Worksessions.

Council Committees

~~The Council holds committee meetings on a monthly basis to discuss issues related to community affairs, transportation, finance, economic development, land use, environment, utilities, general government, and public safety. Meeting times and dates are posted on the City's website. Staff distribute a weekly schedule of pending agenda items to Council and staff. Three Councilmembers serve on each committee to discuss emerging issues, review City programs and policies, and provide recommendations to the full Council. Committee issues can be forwarded to regular Council Meetings for action or to a Council Worksession or committee meeting for further review. Generally, audience participation is not allowed during committee meetings, unless permitted by the Chair. (Refer to Chapter 2, Paragraph 2.12, and Attachment 2.12A, Council Policies, Organization & Procedures of Lacey Council—Resolutions 620, 842, 893.)~~

(Refer to Chapter 2, Section 2.12)

Special Meetings

- Retreats – The Council meets annually to develop short goals, priorities and policies for the upcoming year, and strategic long-term goals.

- Legislative Meetings – Prior to the state legislative session in January, Councilmembers, City Manager, and/or staff meet with state legislators from the 2nd, 22nd, and 35th Districts to discuss legislative issues of importance to the City.
- Joint Worksessions – The Council meets with the ~~Planning Commission~~Advisory Boards, School Board, and other interjurisdictional bodies ~~are scheduled~~ annually to discuss ~~regional~~ topics and issues.
- Bus Tours – Occasionally, the Council schedules community tours with Advisory Boards to view public works projects, parks, and similar private and public development projects.
- Editorial Board Meetings – Once or twice a year, the City and The Olympian Editorial Board requests a meeting to discuss current City issues. The City Manager and three Councilmembers attend. Council rotates in order to ensure everyone has an opportunity to attend.

7.02 Guidelines for Editorial Board Meeting

In an effort to improve communications and discuss issues of public interest, The Olympian Editorial Board may request quarterly meetings with Lacey Councilmembers. This policy is intended to set forth guidelines for attendance and communication at these meetings.

Procedure

1. In order to ensure conformance with the State Open Meetings Law, no more than three members of the Council should attend each meeting. If more than three Councilmembers plan to attend, the City ~~Clerk~~Clerk's office will provide appropriate notice of the meeting to the public and retain a record of the meeting.
2. Whenever possible, Councilmembers rotate attendance at the quarterly Editorial Board meetings. Variance from this practice may occur where it is anticipated that special knowledge or experience on a particular issue may be necessary or desirable.
3. Whenever possible, the City Manager, or designee, attends the Editorial Board/Councilmember meeting. The City Manager, or designee, participates in discussions and provides supplemental details and information on behalf of the City.
4. When Editorial Board questions arise that involve an expression of a personal opinion or points-of-view opposed to Council decision or policy, Councilmembers and the City Manager, or designee, should carefully distinguish between the two when sharing information and perspectives.
5. At the ~~regular~~Regular Council Meeting immediately following the Editorial Board discussion, the full Council will be briefed regarding the highlights of the meeting.

(Refer to Chapter 7, ~~Paragraph~~Section 7.01.)

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7.03 Public Notice of Meetings and Hearings

The City ~~Clerk~~Clerk's office publishes public notices pursuant to state law, e.g., related to public hearings, special council meetings, budget approval, annexations, and street vacations in the legal section of the local paper, and on the City's website at CityofLacey.org under News & Notices and Public & Legal Notices., see: www.CityofLacey.org/public-notices/

7.04 Special Meetings

Special meetings may be called at any time by the Mayor, a majority of the Council, or the City Manager by delivering personally, by mail, by fax, or by email, a written notice to each member of the Council and the City's official newspaper, and ~~the City's press release list with a written notification request on file~~the City's website at least 24 hours before the time of such meeting specified in the notice. The notice specifies the time and place of the special meeting and the business to be transacted.

The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notices make it impractical.

7.05 Executive Session

When appropriate, the Council may meet Executive Session to privately discuss and consider matters of confidential concern to the City. Executive Sessions are scheduled at the request or concurrence of the Mayor, or by a majority vote of the full Council during a meeting. The Council may hold Executive Sessions during (beginning, middle, or end) a ~~regular~~Regular, Worksession, or ~~special~~Special meeting to consider matters permitted by [RCW. 42.30](#), or other applicable state law. The purposes for which an Executive Session may be held include, but are not limited to:

- Discussion with legal counsel on pending or potential litigation;
- Property acquisition/disposition where public discussion may increase or decrease the price and influence the terms of the sale;
- Matters affecting national security;
- Quasi-judicial matters;
- Complaints or charges brought against a public officer or employee;
- Qualification/performance review of the City Manager;
- Evaluate qualifications of candidates for appointment to elective office;
- Planning or adopting a position to be taken during collective bargaining, professional negotiations, grievance or mediation proceedings, or reviewing proposals made in ongoing negotiations; or
- Receive confidential advice from the City Attorney under the attorney-client privilege.

Before ~~convening~~meeting in Executive Session, the Mayor, or presiding officer, publicly announces the purpose of the Executive Session, the estimated time when the Council will return to open session (e.g., 7:15 p.m.), and whether the Council will ~~reconvene~~meet to take action. An Executive Session may be extended to a later time by announcement of the Mayor or presiding officer ([RCW 42.30.110](#)). The purpose of convening an Executive Session shall be recorded in the meeting minutes.

7.06 Agenda Development

The City Manager coordinates the development of ~~regular Council Meeting, Council~~Regular, Worksession, and ~~committee agendas~~Special Meetings with the Mayor, ~~Department Directors, and Committee Chairs.~~

Advancing Agenda Items

A Councilmember may request an item be considered on a future agenda either by making a request at a ~~regular Council Meeting, Council~~Regular, Worksession, or ~~committee meeting, or~~Special Council Meeting by contacting the Mayor or City Manager. ~~Items may be added to committee meeting agendas by consensus of the Committee.~~

Department Directors and staff may request an item be considered on future agendas by submitting their request to the City Manager. As needed, the City Manager will consult with the Mayor before taking matters to the full Council for consideration.

~~A member of the public~~Community members may request an item be placed on a future agenda while addressing the Council during a ~~regular~~Regular Council meeting and/or by submitting the request in writing to the Council through the City Clerk's office. The Council will decide whether to consider an issue proposed for a future agenda.

In order to allow sufficient time for Council to review and staff to research the issue, the request should be submitted at least 15 working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been approved for placement on an agenda, the City Clerk's office will notify the requestor to invite their attendance.

Emergency items may be added to an agenda in accordance with state law. Emergency items are only those matters immediately affecting the public health, safety and welfare of the community, such as widespread civil disorder, disaster, and other severe emergencies. The reason for adding an emergency item to the agenda shall be announced publicly at the meeting and the issue shall be included in the minutes of the meeting.

Agenda Timeline

The City ~~Clerk's office developed the following~~Manager will determine a timeline to ensure ~~the~~ timely distribution of ~~regular Council Meeting, Council Worksession, and committee meeting packs.~~

- ~~Most agenda items require a Staff Report. Staff Reports must be ready for City Manager's review by 1 p.m. two Wednesdays prior~~materials to Council and the meeting.
- ~~Staff posts agendas and meeting packets on the City's website by 4 p.m. on the Friday prior to a council meeting.~~
- ~~Staff notifies Council by email when the meeting packets are available~~community.

The addition of last-minute agenda items is discouraged, unless of an urgent nature, which will be determined by the City Manager and/or Mayor.

7.07 Order of Business

Council Meetings

The Council agenda sets the order of business for ~~regular council~~ Regular Council meetings.

Call to Order

The Mayor, or in the Mayor's absence, the Deputy Mayor, presides over all meetings of the Council, and after determining a quorum is present, calls the meeting to order. In the absence of the Mayor and Deputy Mayor, a Councilmember is selected from among the body to act as Chair (see 2.07 Absence of the Mayor).

Roll Call, Remote Attendance, and Excused Absences

The Mayor takes roll call, announces any Councilmembers who may be attending remotely, and the excused or unexcused absences of individual Councilmembers.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

Pledge of Allegiance

Those in attendance are asked to join the Council in reciting the Pledge of Allegiance.

Land Acknowledgement:

Refer to Chapter 10, Section 10.08.

Approval of Agenda and Consent Agenda *Items*

The Consent Agenda consists of items that are routine in nature and do not require additional discussion. The Mayor and Council can remove items from the Consent Agenda for further discussion.

Public Recognition and ~~Presentation~~ Presentations

When appropriate, the Council recognizes volunteer service, presents special awards, and receives ~~public~~ presentations from organizations invited by the City.

Proclamations

Proclamations are generally broad statements expressing local government support for particular issues. The Mayor may issue proclamations in declaration or recognition of a special event, organization, or person. The Mayor and Councilmembers read the Proclamation into the record. (Refer to Chapter 10, Section 10.05, and Attachment 10.05A, Council Policies, Reviewing Public Requests for Proclamations.)

Public Comments

Members of the public may address the Council regarding topics scheduled, as well as not scheduled, on the agenda during public comment, with the exception of quasi-judicial matters forthcoming before the City Council and topics that have specified Public Hearings. Individuals who wish to address the Council are encouraged to sign-in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. Each person addressing the Council at the meeting (either in person or remotely) is encouraged to give their name and address for the record, and is asked to limit their address to three minutes, unless City Council permits a longer period. If several people wish to speak to the same issue, the Mayor may limit the total amount of time dedicated to that specific issue. The Mayor may interrupt public comments that continue too long, relate negatively to others, or are otherwise inappropriate.

Provided there is time, the Mayor will offer the opportunity for members of the public that did not pre-register or sign-in to provide Public Comment.

Members of the public may provide written public comment to the Council by mail or email to the City Clerk's office by 4:00 p.m. the day of the meeting.

Comments received by the City Clerk will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting. Comments will be added to the official meeting record.

Public Hearings

Council holds Public Hearings following the adoption of the consent agenda and public comment period. Individuals who wish to address the Council are encouraged to sign in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. The Mayor opens the Public Hearing and the City Clerk notes the time for the record. Speakers are called forward in the priority in which they signed in, and are required to state their name and address. Comments are limited to the specific matter for which the Public Hearing occurs and are limited to three minutes, unless the Mayor permits a longer period. Written comments are permitted prior to and during the public hearing, and should be submitted to the City Clerk's office before the public hearing closes. The City Clerk enters written documents into the record, but they are not read aloud.

Once the speakers from the pre-registered and sign-in lists complete their comments, the Mayor offers time to any additional members of the public who wish to speak at the Public Hearing. After the Public Hearing closes, members of the public are not permitted to address

the Council or staff on that specific issue during the meeting. Once the Mayor closes the Public Hearing, the City Clerk notes the time for the record.

~~Proclamations~~

~~In response to requests by community members, the Mayor may issue proclamations in declaration or recognition of a special event, organization, or person according to Council Policy. The Mayor and Councilmembers read the Proclamation into the record. (Refer to Chapter 10, Paragraph 10.05, and Attachment 10.05A, Council Policies, Reviewing Public Requests for Proclamations.)~~

~~Referral from Planning Commission~~

~~The nine-member Planning Commission develops recommendations for long-range comprehensive planning goals and policies in the City and areas outside of the City seeking annexation. Issues reviewed by the Planning Commission are forwarded to Council for consideration and adoption.~~

~~Referral from Hearings Examiner~~

The Hearings Examiner interprets, reviews, and implements land use regulations. In addition, the Hearings Examiner hears appeals relating to the City's construction codes, as described in [LMC Section 14.18.030](#). The Mayor appoints the Hearings Examiner and any Deputy Examiners, subject to confirmation by the Council ([LMC 2.30.020](#)).

~~Resolutions~~

Resolutions signify the intent of the Council related to specific issues, events, or ballot measures. The City Attorney, or designated City staff, prepare resolutions. The City Attorney approves to form all resolutions. Once approved by the Council, the City ~~Clerk~~[Clerk's office](#) archives the resolution as a permanent record. The City ~~Clerk~~[Clerk's office](#) posts all adopted resolutions on the [City's website](#). Requests for resolutions are available as a public records request through the City Clerk's office.

Ordinances

Ordinances are the official laws of the City and must be approved by the Council prior to enactment. The City Attorney's office prepares ordinances, which are published by the City Clerk on the Monday following the meeting at which they were approved. An ordinance officially becomes law five business days after publication in the City's official newspaper (The Olympian). The ordinance is codified by the City Clerk's office into the Lacey Municipal Code. The original ordinance is archived as permanent record. Adopted ordinances will be posted on the City's website. Requests for ordinances are available as a public records request through the City Clerk's office.

Mayor's Report

The Mayor reports on ceremonial events, functions, and meetings attended on behalf of the Council. The Mayor may also make announcements, and appoint, with Council approval, community members to Council advisory boards ~~and commissions~~.

City Manager's Report

The Council ~~awards bids, and~~ authorizes the City Manager to sign City agreements and contracts during this section of the meeting. The City Manager, or designated staff, may also make presentations or announcements regarding City operations. ~~In an effort to keep the public informed of City business, initiatives, and to provide education on City operations, staff may provide brief informative presentations to the Council and the public during this time programs.~~

Standing Committee Reports

~~There are six standing Council committees with three Councilmembers appointed to each committee. At this time, Committee Chairs report on the topics discussed, and any recommendations forwarded to full Council for action.~~

Other Business

~~Items and topics that need further discussion may be placed under this agenda item.~~

Intergovernmental Boards & Commission Reports

Councilmembers provide reports and updates of activities and discussions from each of the Intergovernmental Boards ~~and Commissions~~ to which they are appointed. If additional discussion or consensus is required on a regional issue, the topic may be forwarded to a Council Worksession for further review and discussion.

Executive Session

As needed, the Council may meet in Executive Session to privately discuss and consider matters for confidential concern to the City. For more information, refer to 7.05 Executive Session.

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Worksessions

The Worksession agenda sets the order of business for Worksession meetings. Members of the public may provide written public comment to the Council by mail or email to the City Clerk's office by 4:00 p.m. the day of the meeting.

Comments received by the City ~~Clerk~~Clerk's office will be provided to the ~~City~~ Council electronically prior to the meeting. Comments will not be addressed during the Worksession. Comments will be added to the official meeting record.

Call to Order

The Mayor, or in the Mayor's absence, the Deputy Mayor, presides over all meetings of the Council, and after determining a quorum is present, calls the meeting to order. In the absence of the Mayor and Deputy Mayor, a Councilmember is selected from among the body to act as Chair (see 2.07 Absence of the Mayor).

Roll Call, ~~Remote Attendance~~, and Excused Absences

The Mayor ~~Take~~takes roll call, announces any Councilmembers who may be attending remotely, and the excused or unexcused absences of individual Councilmembers.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

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Land Acknowledgement

Refer to Chapter 10, Section 10.08.

Approval of Agenda

The Mayor calls for a motion to approve the agenda.

Agenda Items

Each agenda item will be listed under Agenda Items and will include:

- For City staff - the presenter and presenter's title ~~or~~
- For external parties - the presenter, presenter's title, and agency they represent, when available.

Adjourn

The Mayor adjourns the meeting and the City Clerk notes the time of adjournment for the record. All meetings will conclude no later than 10:00 p.m., unless this provision is waived by

a majority of the Council. Consideration of the agenda matter then on the floor is continued beyond 10:00 p.m. by majority vote of the Council. In the event the remaining agenda cannot be concluded at any meeting by 10:00 p.m., the meeting is recessed to a definite time and place, and notice of such continued meeting is given as provided by statute.

7.08 Audio and Video Recordings of Meetings

The City Clerk's office records and makes available online all ~~regular Council Meetings,~~ ~~Council~~Regular, Worksessions, ~~committee and Special Council~~ meetings, ~~and in addition to all regular~~ advisory board and commission meetings, except for those portions of the meeting conducted in Executive Session. Recordings are available under the Public Disclosure Act and archived for six years according to the State Records Retention Schedule.

~~The City contracts with Thurston County Media (TC Media) to provide local television programming of all regular Council meetings on Channel 3 (TCTV). Meetings are rebroadcast on TCTV. Recordings are available by contacting TC Media.~~

Since 2011, the City has streamed Council meetings online to provide greater public access to government operations. The videos are available on the City's website at [Public Meetings - City of Lacey](#)

7.09 General Procedures

Seating Arrangement of the Council

Customarily, the Deputy Mayor sits next to the Mayor, and newly elected Councilmembers sit ~~adjacent to~~ the ~~City Clerk~~ other end of the dais. However, the Mayor with the approval of Council may reorder the seating arrangements for ~~regular~~Regular Council Meetings.

The seating order of the Council dais from left to right is customarily:

- ~~City Clerk~~
 - Newly-elected Councilmembers
 - Current Councilmembers
 - Deputy Mayor
 - Mayor
 - City Manager
 - City Attorney

Department Directors sit at the staff table ~~immediately to the left of the City Clerk.~~

Signing of City Documents

The Mayor, City Clerk and City Attorney sign all ordinances and/or resolutions approved by Council, immediately following the meeting. If the Mayor is unavailable, the Deputy Mayor signs the ordinances and/or resolutions. The City Manager is authorized by the Council to sign ~~all~~ contracts and agreements.

Quorum

Four members of the Council constitute a quorum and are necessary for the transaction of City business. If a quorum is not present, the Council Meeting is cancelled.

Minutes

The City Clerk or designee takes minutes of all ~~regular Council Meetings, Council~~ Regular, Worksessions and committee, Special meetings, ~~and other Council meetings.~~ The City Clerk or designee ~~posts the~~ includes draft minutes ~~on the City website on the Friday prior to the as part of a future Regular Council Meeting agenda packet for Council to review and Council approval.~~ Once Council approves ~~the~~ a meeting's minutes, staff updates the website to reflect that the minutes are approved. ~~Copies of minutes are available upon public records request through the City Clerk's office.~~ Original minutes are archived as permanent records.

~~Corrections to minutes made by Councilmembers will be so noted, and revised minutes will be posted and archived as the City's official record.~~

7.10 Open Public Meeting Act

The Open Public Meeting Act applies to the Council meetings, all quasi-judicial bodies, and all ~~standing or~~ advisory boards, ~~and commissions, and committees.~~ All public meetings ~~of the Council~~ shall be open to the public, except in special instances as provided in RCW 42.30.110. A meeting takes place when a quorum (a majority total number of Councilmembers currently seated on the Council) is present and information concerning City business is received, discussed, and/or acted upon. The only exception to the public meeting requirement is an Executive Session.

Under the Americans with Disabilities Act, the City provides accommodations to provide accessible meetings for people with disabilities. Assisted-listening devices are available for use in the Council Chambers. If special accommodations are required, please contact the City Clerk three days prior to the meeting.

7.11 Remote Participation at Council Meetings

Councilmembers may appear via remote communication, e.g., telephonically or other electronic means, in all or part of a ~~regular, special~~ Regular, Worksession, ~~executive session,~~ or ~~committee~~ Special Council meeting if the following conditions are met:

1. Satisfactory equipment is available, preferably City-provided devices. Satisfactory equipment shall mean any telephone or other device equipped with a microphone function capable of capturing and broadcasting the Councilmember's voice clearly and sufficiently enough to be heard by those in attendance at the meeting. The device must allow the Councilmember to pose and answer questions as posed from time to time.

2. During any meeting that a Councilmember is attending via remote communication, the Presiding officer shall state for the record that a particular Councilmember is attending via remote communication and the reasons for such attendance.
3. Councilmembers appearing via remote communication will participate and vote during the meeting as if they were physically present at the meeting.
4. Councilmembers appearing by remote communication shall comply with all OPMA regulations and the ~~Lacey City~~ Council Policies and Procedures.
5. Any technical difficulties that prevent all Councilmembers participating in the meeting from adequately hearing and speaking to each other shall be addressed immediately. If technical difficulties occur during a vote, the ~~City~~ Council shall proceed with the procedure prescribed in Section 9.12.
6. Remote participation in an executive session shall be conducted in a manner that promotes and protects the confidential nature of the proceeding.

Amendments: December 16, 2023

- ~~Resolution 1112~~
 - ~~Section 7.11—Remote Participation at Council Meetings~~

Amendments: June 2, 2022

- ~~Resolution 1118~~
 - ~~Section 7.05—Executive Session~~
 - ~~Section 7.07—Order of Business~~
- ~~Section 7.08—Audio and Video Recordings of Meetings~~

Chapter 8

Conflicts of Interest, Appearance of Fairness Doctrine, and Liability of Elected Officials

8.01 Conflicts of Interest

Applicability

All City officers, elected and appointed, are subject to the conflict of interest law in [RCW 42.23](#). This includes Councilmembers.

The conflict of interest law is important and complicated. To understand its effect on a Councilmember's actions, Councilmembers should discuss the law and potential conflicts with the City Attorney. It is imperative that Councilmembers identify in advance what their conflicts are.

It is illegal to fail to declare a conflict of interest, or to participate or otherwise be involved in discussions on land use issues, or service or construction contracts where such an interest exists. Violations of the conflict of interest law may result in significant penalties, including criminal prosecution.

In circumstances where only a "remote interest" (see below) exists, after disclosure of the interest to other Councilmembers and in the meeting minutes, the Council may approve the contract to which a Councilmember has a remote interest, absent participation in the voting by the Councilmember with the remote interest, but only if the Councilmember refrains from any attempt to influence other Councilmembers to approve the contract.

Prohibited Acts ([RCW 42.23.070](#))

- No municipal officer may use his or her position to secure special privileges or exemptions for themselves or others.
- No municipal officer may, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law.
- No municipal officer may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce them because of their official position to disclose confidential information acquired by reason of their official position.
- No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

Remote Interests

Remote interests are so minor that they do not constitute illegal conflicts of interest. Remote interests exist when a City official is:

- A non-salaried officer or member of a non-profit corporation doing business or requesting money from the City. Therefore, being such an officer or member would not constitute a conflict.
- The landlord or tenant of a contracting party. For instance, a Councilmember may lease office space to a party which has a private interest in a public matter without it resulting in a conflict of interest.
- The owner of less than 1 percent of the shares of a corporation or a cooperative doing business with the City.
- Reimbursement only for actual and necessary expenses incurred in performance of official duties.

Acts not Constituting a Conflict of Interest

- Receiving municipal services on the same terms and conditions as if not a City official. Thus, when a Councilmember who owns a business within the City votes for or against an increase in the business license fees, a conflict would not exist because this action would apply to all businesses in the corporate limits.
- An officer or employee of another political subdivision or public agency unless it is the same governmental entity being served who is voting on a contract or decision which would not confer a direct economic benefit or detriment upon the officer. Therefore, a Councilmember who is a school teacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary increase, upon the Councilmember.
- A member of a trade, business, occupation, profession, or class of persons and has no greater interest than the other members of that trade, business, occupation, or class of persons. A class must consist of at least ten members to qualify the interest as remote. A City official may sell equipment, material, supplies, or services to the City if this is done through an award or contract let after public competitive bidding. An exception to this law permits the Council to approve a policy on an annual basis to allow the City to purchase supplies, materials, and equipment from a member of the Council without going to public competitive bid as long as the single transaction does not exceed \$300 and the annual total of such transactions does not exceed \$1,000.

Declaration of a Conflict

When a substantial interest exists, the City official must:

- Refrain from voting or in any way influencing a decision of the Council; and

- Declare that a conflict of interest exists and make it known in the official records of the City.

Should a situation arise wherein a majority of Councilmembers or a majority of a quorum of those present at a Council meeting have a substantial conflict of interest, state law provides that if the conflict of interest statutes prevents the Council from acting as required by law in its official capacity, such action shall be allowed if the members of the Council with the apparent conflicts of interest make them known.

City Attorney Opinions

A Councilmember's request for an opinion from the City Attorney concerning conflict of interest is confidential. However, formal final opinions are a matter of public record and must be filed with the City Clerk. This filing requirement does not apply to verbal communications between Councilmembers and the City Attorney.

Councilmembers may seek advice from a private attorney, at their own expense, concerning potential conflicts. In such cases, no disclosure policy would apply.

Apparent Conflict of Interest in Litigation Matters

A Councilmember who actively supports a position contrary to an official City action or position, as adopted or ratified by a majority of the Council, must recuse themselves and not participate in any vote, deliberation, executive session, or distribution of confidential information regarding further consideration or action in that matter once litigation has been served or filed regarding the matter. Litigation shall include but is not limited to legal action or appeals of any type including Growth Management Hearings Board appeals.

- The fact a Councilmember voted in opposition or expressed an opinion in opposition to the official action or position prior to the filing or service of litigation shall not, by itself, be sufficient to trigger the need for recusal or non-participation.
- Once litigation has been served or filed, communication regarding the case with anyone other than City staff or legal counsel involved in the litigation of the case is discouraged during the pendency of the litigation.
- Councilmembers shall voluntarily recuse themselves and choose not to participate under the conditions listed above. However, if Councilmembers fail to voluntarily recuse themselves or withdraw from participation, any other Councilmember may challenge the ongoing participation and request the challenged Councilmember to disclose any communication and participation with regard to the pending litigation.
- If the apparent conflict still cannot be resolved voluntarily after such challenge, a majority plus one of the Council as a whole may vote to sanction and remove the challenged Councilmember from further participation with regard to the pending litigation on the basis of an apparent conflict of interest.

Later legislative participation by a previously recused or sanctioned Councilmember, related to the same issue, is not prevented by the provisions of this subsection once the conflict no longer exists or the litigation has terminated.

8.02 Liability

The City must always approach its responsibilities in a manner that reduces risk to all involved. Nevertheless, with such a wide variety of high-profile services (i.e., police, parks, roads, land use), risk cannot be eliminated. To better manage insurance and risk, the City participates in risk- and loss-control activities through the Washington Cities Insurance Authority (WCIA).

Violations of certain laws and regulations by individual members of the Council may result in the member being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment, or fraud.

Elected and appointed officials participate in risk management training to reduce liability due to actions taken, especially in the areas of land use.

Chapter 9

Parliamentary Procedures

Parliamentary procedure provides the process for proposing, amending, approving, and defeating legislative motions. Following these procedures potentially reduces Council actions being declared illegal or challenged procedurally. The ~~Lacey~~ Council adopted and ~~follow~~ sfollows Robert's Rules of Order, revised, unless the same is superseded by provisions of the [Lacey Municipal Code](#).

9.01 Order of Discussion

The presiding officer follows the prepared agenda as much as possible. However, for those occasions when deviations are necessary or convenient, the presiding officer clearly announces that the Council has decided to rearrange the agenda. When changing the order of discussion, it must not prevent or deny any member of the public the opportunity to listen to the discussion of any agenda item.

9.02 Obtaining the Floor

A Councilmember addresses the presiding officer and gains recognition prior to making a motion or engaging in debate. The presiding officer recognizes Councilmembers by their last name, such as "Councilmember Jones." Councilmembers address each other as Councilmember, followed by last name, such as "Councilmember Jones." Cross-exchange between Councilmembers and the public should be avoided. This prevents general conversation and keeps the order necessary to maintain decorum and accomplish the business of the Council.

After a member concludes comments and yields the floor, if two or more members are trying to obtain the floor at the same time, the general rule is that the person who addresses the chair first is entitled to be recognized. When a motion is open to debate, however, there are three instances in which the presiding officer assigns the floor to a person who may not have been the first to address the chair. These are:

1. The Councilmember who made the motion currently under debate is entitled to be recognized in preference to other members if that individual is claiming the floor and has not already spoken on the question.
2. No member is entitled to the floor a second time in the meeting on the same motion as long as another member who has not spoken on the motion desires the floor.
3. In instances where the person to be recognized is not determined by (1) or (2) above, and where the presiding officer knows that members who are seeking the floor have opposite opinions on the motion, the chair should let the floor alternate as much as possible between those favoring and those opposing the motion.

9.03 Questions to Staff

After recognition by the presiding officer, a Councilmember may address questions to staff members.

9.04 Interruptions

Once recognized, a Councilmember should not be interrupted while speaking, except to make a point of order or personal privilege. If a Councilmember is called to order while speaking, the individual shall cease speaking until the question order is determined. Upon being recognized by the presiding officer, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the presiding officer.

9.05 Discussion Limit

A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak. Councilmembers are encouraged to discuss items during the decision-making process.

9.06 Basic Steps to Conducting Business

Specific requests or proposals that are presented to Council for consideration and possible action must be introduced in the form of a motion. For the proper presentation and disposition of most motions, certain steps are generally required. The basic steps to conducting business include:

The Presiding Officer (Mayor)

- Introduces the item to be considered as presented on the agenda, and if appropriate, asks for a staff presentation;
- If the agenda calls for a public hearing, opens a public hearing;
- Closes the public hearing after receiving comments (if any) from the public; and
- Calls for discussion.

A Councilmember

- Addresses the Mayor;
- Is recognized by the Mayor; and
- Proposes the motion.

A Second Councilmember

- Seconds the motion.

The Presiding Officer (Mayor)

- States the motion;
- Calls for any further discussion or debate; and
- Restates the motion and puts the motion to a vote.

The City Clerk

- Records the vote.

9.07 Making a Motion

Under parliamentary procedure, there are three steps required to bring a motion before the Council for its consideration:

- A Councilmember makes a motion;
- Another Councilmember seconds the motion, and
- The chair states the motion.

Unless the motion can interrupt a speaker as explained in *Robert's Rules of Order*, a member must obtain the floor to make a motion. Once the chair recognizes a Councilmember, the individual makes the motion by saying, "I move that..." or "I move to..." and announces the proposal.

Councilmembers should attempt as much as possible to state motions in the positive form--- that is, "I move to..." rather than "I move not to..." Motions where one must vote "yes" to vote against a proposal are confusing not only for Councilmembers, but also for staff and citizenscommunity members.

If a proposal has only minimal support, a Councilmember might state "I make this motion in order to put it on the floor for discussion. I am not sure of my position on it at the present time."

9.08 Seconding a Motion

After a motion is made, and if it requires a second, another Councilmember who wishes to see the motion considered says, without obtaining the floor, "I second the motion," or simply, "Second." A second implies that the Councilmember agrees that the motion should come before the meeting, not necessarily that the member favors it. If another member of the Council does not second the motion, the chair normally asks, "Is there a second to the motion?" If there is no second, the chair should say, "Since there is no second, the motion is not before this meeting." If seconded, the maker of the motion should then be regarded as having the refusal of the floor in preference to all other members.

The purpose of a second is to prevent time being spent on motions that only one person wants to discuss. After the Council makes a motion, no person shall address the Council without first securing the permission of the Mayor or Council to do so.

9.09 Stating the Question

Under parliamentary procedure, making and seconding a motion does not put it before the Council for consideration. This can be done only by the Chair. The Chair repeats the motion and indicates that the motion is open for debate by stating: "It has been moved and seconded that ... Is there any discussion?"

Right to Withdraw or Modify a Motion

Until the Chair states the question, the maker has the right to modify or withdraw the motion. After the Chair states the motion, however, it can be withdrawn only with the Council's consent. If any objection is made, it will be necessary to obtain leave to withdraw by a motion for that purpose. When a motion is withdrawn, the effect is the same as if it had never been made.

Pending Motions

After the Chair states a motion, it is said to be *pending*. When several motions are pending, the last one stated by the chair, and the first to be disposed of, is called the *immediately pending question*. Thereafter, other pending motions are considered in descending order of rank.

9.10 Amendment of the Main Motion

When the main motion does not exactly suit the members of the Council, it may be changed by means of amendment *before* it is finally voted upon. Once recognized by the chair, a Councilmember may make the motion to amend by stating, "I move to amend the motion by..." ---adding, striking out, inserting, or substituting. An amendment to the main motion requires a second; it is debatable, requires a majority vote, and must be germane---that is, closely related to or having bearing on the subject of the motion to be amended. If the motion on the amendment passes, the chair puts the main motion, as amended, to a vote. If the motion on the amendment fails, the chair puts the main motion, as originally presented, to a vote.

The Councilmember, who offers the motion, *until it is stated by the Chair*, can modify the motion, or withdraw it entirely. After the Chair states the motion, the Councilmember can do not modify or withdraw the motion without the consent of the body (majority). For example, the mover may state, "With the consent of the Council I will modify my motion to state as follows..." If no one objects, it shall be deemed that they have the consent of the Council to modify their motion. When the mover modifies their motion, the one who seconds it can withdraw their second.

9.11 Postponement of Business

Postpone to a Time Certain

Council may delay action on a pending question by making a motion to postpone the item either indefinitely or to a certain time. This motion can be made regardless of how much debate has taken place. The question may be postponed either so that it may be considered at a more convenient time or because debate has shown reasons for delaying a decision.

Postpone Indefinitely

Council may decline to take a position on a pending question by moving to postpone the item indefinitely. Voting to postpone indefinitely ~~kills~~stops the main motion and avoids a direct vote on the question. This motion is useful for disposing of a badly expressed main motion that cannot be either adopted or expressly rejected without possibly undesirable consequences.

Table

Commonly misused in place of a motion to postpone, Council may lay the pending question aside temporarily when some other issue of immediate urgency has arisen. *Lay on the Table* is out of order if the evident intent is to **killstop** or avoid dealing with an item. This motion requires a majority vote and halts consideration of a question immediately and without debate. After a question is laid on the table, it can be taken from the table by a majority vote as soon as the interrupting business is disposed of and when no other question is pending.

9.12 Voting Procedures

Each Councilmember votes on all questions put to the Council, unless a conflict of interest under State law or an appearance of fairness question is present.

If it is determined by majority vote of the Council as a whole, plus one, that a Councilmember has a conflict of interest under State law or would violate the appearance of fairness doctrine by participating in, and/or voting on, a matter coming before the Council, then the member determined to have the conflict of interest or appearance of fairness doctrine violation shall not participate in or vote on said matter. In the event a challenged member or members requests additional time prior to the challenge having been voted on by the Council in order for the Councilmember to present further information to the Council, then the Council's determination with respect to the challenge shall be continued to the next regularly scheduled meeting of the Council, at which time the member or members requesting the additional time shall present such additional information. At the conclusion of the presentation, the Council shall make its determination as provided above. When the debate appears to be over and if no one indicates a desire to continue discussion, the chair puts the motion to a vote by stating, "If there is no further discussion, cast your votes."

Only those ordinances, resolutions, or motions that receive an affirmative vote by the majority of the present and voting members of the Council who also constitute a quorum shall be passed or become effective unless other voting requirements are provided by Washington State law. Pursuant to state law, any ordinance or resolution granting or revoking a franchise or license for authorizing the payment of money shall require an affirmative vote of at least a majority of the whole membership of the Council. In order for an ordinance to take effect immediately, rather than five days after its publication, the ordinance must receive an affirmative vote of a majority plus one of the whole membership of the Council, and designate that the ordinance is a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace. Such emergency ordinance may not levy taxes, grant, renew or extend a franchise, or authorize the borrowing of money.

A conflict of interest is declared whenever appropriate and in compliance with state law. The affected Councilmember will not participate in the discussion and will abstain from the voting process by leaving the Council Chambers until such time as consideration of the item has been concluded.

Voting Process

Votes will be cast in an audible tone of voice if possible or by casting their vote electronically using a City-approved platform, if available. If any Councilmember is unable to vote by audible

tone of voice, or by voting electronically using a City-approved platform due to technical difficulties or otherwise, votes may be cast by clear hand signal. At the conclusion of the vote, the presiding officer shall summarize the total votes both for and against, and state whether any Councilmember(s) voted by clear hand signal. If the presiding officer is unable to make such determination, then the undermined vote shall not be considered. Only those votes that the presiding officer can determine shall be considered.

A Councilmember who casts their vote electronically using a City-approved platform must have internet connection and use their City-issued device. Votes cast using this method must be displayed publicly to avoid a vote by secret ballot pursuant to [RCW 42.30.060](#).

~~Voting Process when participation by Remote Communication Occurs.~~ City Councilmembers may appear in City Council meetings ~~via remote communication~~remotely pursuant to Section 7.11. During any City Council meeting in which any Councilmember appears ~~via remote communication~~remotely, the City Council meeting voting procedures shall be as follows:

1. For all questions put to ~~the City~~ Council vote, the Presiding Officer will repeat the names of the Councilmembers that presented the motion and the second to the motion.
2. At such time as the Presiding Officer calls for the vote, a Councilmember attending ~~via remote communication~~remotely must provide an audible vote so that any participant may hear their vote or by using a City-approved platform that records electronic votes where votes are displayed publicly. If any Councilmember is unable to vote by audible tone of voice or by voting electronically using a City-approved platform due to technical difficulties or otherwise, votes may be cast by clear hand signal. If the presiding officer is unable to determine a vote, then the undetermined vote shall not be considered. Only those votes that the presiding officer can determine shall be considered.
3. Should technical difficulties arise that prevents any Councilmember ~~appearing via remote communication~~attending remotely from audibly casting their vote, by City-approved electronic voting platform, or by clear hand signal when called upon, including, but not limited to dropped or compromised device connectivity, the following shall occur:
 - a. The Presiding Officer shall pause the meeting for up to ten (10) minutes to allow for resolution to the technical difficulties prior to closing the vote. No other matters shall be discussed by the ~~City~~ Council during any period when the meeting is paused under these circumstances.
 - b. The Councilmember experiencing technical difficulties shall first attempt to rejoin the meeting telephonically to cast a vote by voice.
 - c. Once telephonic connection is established, or if the Councilmember is unable to establish a telephonic connection, the Councilmember experiencing technical difficulties may attempt to rejoin the meeting using other remote communication means. Upon rejoining the meeting by other remote communication means, the Councilmember should mute or end any telephonic connection to minimize audio feedback.

Abstention from Voting

Any member may abstain from voting on any question; provided, at the time of declaring their abstention, they state the reason.

Tie Vote

A tie vote results in a failed motion. The presiding officer may publicly explain the effect of the tie vote for the benefit of the audience.

Reconsideration

Reconsideration of an item may occur by a majority vote of the Council. A member of the prevailing majority must make a motion for reconsideration when the previous vote was taken, and can be made no later than the next ~~regular~~Regular Council meeting after which the previous vote was taken.

9.13 Right of Protest

A Councilmember is never required to state reasons for a dissenting vote; provided, however, that any member of the Council shall have the right to have the reasons for their dissent from, or protest against, any action of the Council entered on the minutes.

9.14 Parliamentarian

The Mayor, or in the absence of the Mayor, the Deputy Mayor, shall serve as parliamentarian for the Council and as such shall decide all questions of parliamentary procedure in accordance with the parliamentary rules contained in *Robert's Rules of Order, Revised*. Before deciding any question of parliamentary procedure, the Mayor may request advice from the City Attorney or designee. In cases where serious errors in procedure are used or contemplated, the City Attorney, or designee, should give advice even when it has not been requested.

~~Amendments: December 16, 2021~~

- ~~• Resolution 1112~~
- ~~• Section 9.12 Voting Procedures~~

CHAPTER 10

Miscellaneous Council Policies

10.01 Guidelines for Use of Washington Center

The City periodically makes the Washington Center available free of charge for events in which the City has a major interest, with the following conditions:

The City has two free days available each year at the Washington Center. One free day is designated for City use, and one free day is designated for non-profit use. If the City decides not to sponsor an event, the second free day could be offered to a non-profit agency/organization.

1. The City accepts applications from January through July to request a free day in a subsequent year. For example, to reserve a date in 2004, an application should be submitted between January and July of 2003.
2. The requesting group must be non-profit in nature.
3. Use of the Center for the event does not occur more frequently than once each year.
4. No group will receive the use of the City's free day on an annual basis, unless no other eligible applications are received by the deadline.
5. The event may be used for fund-raising purposes if approved by the Lacey Council (funds raised in this way would be through admission charges, donation solicitation, or fee assessment).
6. The City determines there is general community interest in the proposed event.
7. The City determines that the activity constitutes a public use that the City is authorized to sponsor.
8. The City will receive formal recognition for its sponsorship, i.e., an announcement during the event, or recognition on a program or flier.
9. The group or individual, using the Center, agrees to hold the City harmless for any claims resulting from use of the Center.
10. Applicant must be willing to meet or comply with all Washington Center rules, regulations, and policies.
11. Applicant agrees to report attendance, participation rate, and other appropriate details in writing.

Procedure

1. Applicant must complete an *Application for Use of the Washington Center* form ~~and return it to~~ the ~~City Manager's office for processing.~~ ~~City's website:~~ www.CityofLacey.org/washington-center-community-use/
2. City Manager's staff will contact the Washington Center to confirm availability of the date requested.
3. The request will be forwarded ~~to the Community Relations and Public Affairs Committee for consideration. Their recommendation will be presented~~ to the full Council for approval.
4. City Manager's staff will notify the Washington Center and applicant of the Council's decision.

~~(Refer to Attachment 10.01A — Application for Use of the Washington Center.)~~

10.02 Waiver of Building Permit and Construction Related Fees

The purpose of this policy is to set forth specific requirements, parameters, and processes wherein the City Manager, or ~~his/her~~ designee, is authorized to waive specified building-related fees to assist low-income families with home ownership and to mitigate construction-related expenses for the Lacey Boys and Girls Club.

The ~~Lacey~~ Council finds that home ownership by low-income people benefits the general welfare of the City and its ~~citizens~~ community members. The Council also finds that waiving the payment of certain building fees will assist low-income families in owning a home. Further, the Council determined it will be beneficial to the youth of the community and the residents of the City to waive certain construction fees for projects which are constructed to carry out the activities of the Lacey Boys and Girls Club.

On October 13, 2005, Council passed Ordinance 1248 creating a policy to waive building, plumbing, electrical, and mechanical permit fees, and, water meter, water construction, traffic mitigation, and plan check fees for low-income home construction projects when all of the following provisions apply:

1. The single-family residential structure is to be owned and occupied by a qualifying low-income family;
2. The single-family residential structure is located within the City limits;
3. The single-family residential structure meets all building code requirements;
4. A qualified and experienced non-profit 501-~~C.(c)~~(3) organization sponsors, coordinates, and constructs the low-income single-family residential structure; and
5. The non-profit organization has a track-record, capacity, qualifying requirements, established policies and procedures, and a program of home construction for low-

income families very similar or equivalent to that offered through the Habitat for Humanity organization.

The Council herein finds that Habitat for Humanity, a non-profit 501.~~C.(c)~~(3) corporation, has a long-standing, positive record and an innovative, effective, and successful program of enabling home ownership for low-income families. The Council further finds that Habitat for Humanity low-income housing projects meet the requirements of this policy and qualify for waiver of the above referenced fees, unless otherwise determined by the City Manager.

On January 27, 2011, the Council approved Ordinance 1362 relating to the provision of services to youth of the community and providing a waiver of certain fees for construction of facilities by the Lacey Boys and Girls Club. The Council therein determined it to be beneficial to the youth of the community and the residents of the City to waive certain construction fees for projects which are constructed to carry out the activities of the Lacey Boys and Girls Club.

Procedure:

1. Habitat for Humanity, the Lacey Boys and Girls Club, or other qualifying organization, submit to the ~~Lacey~~ City Manager a written request for a waiver of fees. The request must include a thorough response to the above provisions, including the location of the project, an estimated timeframe for construction, and the name, e-mail, and telephone number of the person responsible for the project.
2. The waiver of fees does not remove responsibility for obtaining all building and related construction permits and associated inspection services. Habitat for Humanity, the Lacey Boys and Girls Club, or other qualifying organizations, are responsible for obtaining appropriate permits and inspections.
3. The City Manager makes arrangements through Habitat for Humanity, or other qualifying organization, for reimbursement of waived City fees if the home is sold within five years of construction or other time frame consistent with that established by Habitat for Humanity policy.
4. The City Manager is authorized to approve the fee waiver provided all requirements for eligibility are met. The City Manager notifies all involved departments of said waiver.
5. The City Manager notifies the ~~Mayor and~~ Council of a fee waiver and shall include a copy of the request for waiver with such notification.

(Refer to Attachment 10.02A – Ordinance 1248 and Attachment 10.02B – Ordinance 1362.)

10.03 Public Art Policy

The purpose of this policy is to provide a process for selecting and installing public artwork that defines City boundaries and entryways; creates a sense of community identity and character; reflects the City's history, heritage, values, and culture; makes the community more livable and enjoyable; and, celebrates the value, benefit, and contribution of art to our society.

The City will periodically acquire pieces of art to enrich our community, promote art appreciation, and enhance the aesthetics of our City. The Council retains final authority on the selection and placement of all art to be located in public rights-of-way and city-owned properties within Lacey. It is the intent of this policy that all art placed in the public rights-of-way, or placed on City-owned property be tasteful, non-controversial, and non-offensive.

Public art will be funded in part through revenue generated from an annual one dollar (\$1.00) per capita set-aside as outlined in ~~Resolution 1105~~[Resolution 1105](#). Additionally, funds are to be budgeted in accordance with Lacey ~~Ordinance 1022~~[Ordinance 1022](#), which provides that *all appropriations for city construction projects visible and useable by the public, except street and utility projects, which appropriations exceed \$500,000 shall include an amount equal to one-fourth of 1% of the estimated construction cost of such project for works of art.*

1. Selections of public art should accomplish one or more of the following objectives:
 - a. Define City boundaries or entryways into the community
 - b. Create a sense of community, identity, and character
 - c. Reflect Lacey's history, heritage, community values and culture
 - d. Provide interactive opportunities for the general public
 - e. Provide a pleasing living, working, and playing environment
 - f. Enhance economic development and attract visitors
 - g. Provide sustainable maintenance and operation costs
 - h. Create opportunities for civic engagement
 - i. Evoke a sense of fun
2. Themes for public art should reflect one or more of the following ideas:
 - a. The natural beauty of the City as reflected in its trees and lakes
 - b. A history of our community as reflected in historic buildings, founding families, and events of historical significance
 - c. The importance of family and youth in our community
 - d. Northwest artifacts, symbols and signs, including Native American Art, salmon, orcas, fishing, and timber
 - e. Historic reproduction lighting, ornamental poles, landscape furnishings, entry signs, park signs, clocks, bell towers, and fountains
 - f. The rich diversity of the community
 - g. Exceptional military service or the community's military connection

3. Public art should be placed at the following locations to compliment or enhance the surroundings:
 - a. Medians on arterial streets identifying entrances into the City
 - b. Activity hubs such as business districts, commerce centers, and residential areas
 - c. Roundabouts or traffic devices to compliment or enhance the natural landscaping of trees, shrubbery and bushes
 - d. City-owned civic buildings and grounds, such as City Hall, the Community Center, the Lacey Timberland Regional Library, the Lacey Child Care Center, and the Virgil S. Clarkson Senior Center
 - e. Lacey parks, trails, and publicly owned spaces
 - f. Utility structures maintained by the City to include, but not limited to, utility boxes, poles, sidewalks, and maintenance hole covers

Procedure:

1. City staff maintain a catalogue existing art pieces, which identify the artist, the location of the art piece and the purchase cost. The catalogue includes a map representing the locations of existing pieces.
2. City staff maintain a map representing the locations of existing art pieces.
3. City staff develop a list identifying locations to place art pieces over a six-year period and provide revisions to the list as pieces of art are completed.
4. The City solicits for art pieces pursuant to City purchasing policies. ~~The Community Relations Committee performs the initial review on solicitations and recommend art pieces for approval by the Council.~~
5. The full Council ~~review~~reviews and ~~approve~~approves the final purchase and placement of the art installation.

~~(Refer to Attachment 10.03A — Ordinance 1022, Resolution 1105.)~~(Refer to Ordinance 1022, Resolution 1105.)

10.04 Water Utility System

The purpose of this policy is to manage the City's water resources in a manner which protects environmental quality, provides for the public health, protects fish and other aquatic habitat, provides for a vibrant local economy, and accounts for anticipated growth mandated by the State Growth Management Act.

In response to limited water resources and despite the City's efforts described below, the Lacey Council passed ~~Resolution No. 917~~Resolution No. 917 on December 21, 2006, creating policies limiting the availability of water for future water customers. To address limited water resources, the City's previously:

1. Set goals for reducing per capita water usage by adopting a tiered water rate schedule, mandating limitations on summer watering schedules, providing for the use of reclaimed water, providing water conservation services and water audits to its customers and establishing a leak detection program.
2. Promoted water quality by acquiring land along the Woodland Creek corridor, consistently expending funds for habitat enhancement along Woodland Creek.
3. Entered into a lengthy process to eliminate untreated discharges of stormwater into service water bodies within the City's jurisdiction.
4. Adopted a low impact development ordinance and engaging in other activities designed to enhance water quality and salmon restoration.
5. Participated actively in the preparation and implementation of the WRIA 11 Nisqually River Watershed Management Plan and the planning efforts of the WRIA 13 Deschutes River Watershed Management Plan.
6. Partnered with LOTT Alliance for a Water Conservation Coordination Plan.
7. Supported the efforts of the interjurisdictional Stream Team and Project Green.
8. Cooperated with the City of Olympia for joint mitigation of potential impacts of water supply production.
9. Filed applications with the Washington State Department of Ecology for additional water rights and water right transfer.
10. Engaged jointly with the Cities of Olympia and Tumwater in an attempt to acquire and transfer for municipal use existing water rights formerly held by the Brewery located in the City of Tumwater.
11. Secured over one-half of its existing water rights by purchase from private parties with and adjacent to the City's water service area, however, the availability of additional rights to purchase is nearly exhausted.

Since the City was unable to secure water rights and water to provide for the health and safety of an expanding population mandated by the Washington State Growth Management Act, the Council instituted the following policies limiting the availability of water for future water customers:

1. The City shall only commit to future water services pursuant to Subsection B of this Section; provided, however, water services to properties located within the City shall be provided if both water rights and water production is available at the time that buildings located upon such properties are connected to the City's system.
2. Commitments for future water services shall be made by the City only if one of the following conditions applies:

- a. Sufficient water production is available and the owner or developer of the property provides water rights to the City sufficient to serve such property and the transfer of such water rights for municipal use is approved by the State Department of Ecology.
 - b. The owner or developer of the property provides water rights to the City and facilitates an acceptable water supply agreement with another qualified water purveyor for furnishing to the City sufficient water to serve the subject property.
 - c. The owner or developer of the property enters into an agreement acceptable to the City which commits such owner or developer to use reclaimed water for all irrigation and toilet flushing within the development and, in addition, where feasible and allowed by State law and regulation, use for other purposes within the development. The City shall not approve such an agreement unless a sufficient supply of reclaimed water beyond that needed for water right mitigation is available in the area in question and the agreement makes provision for the installation or advanced payment for the infrastructure necessary to store, distribute, and convey such reclaimed water from LOTT reclaimed water facilities to the development.
3. The City Manager is authorized to enter into such agreements as may be necessary pursuant to the Coordinated Water System Plan for Thurston County for providing of temporary water service by other public water purveyors or water purveyors meeting the requirements of the Washington State Department of Health and regulated by the Washington State Utilities and Transportation Commission to properties which are located within the City's service area but cannot currently be served by the City under the policies adopted.

~~(Refer to Attachment 10.04A – Resolution 917.)~~

(Refer Resolution 917)

10.05 Spirit of Lacey Award

The Spirit of Lacey Award program provides the Council a formalized means of recognizing individuals, organizations, and businesses who make significant contributions to the betterment of the greater community, or, whose acts of heroism, courage, selflessness, or exceptional volunteerism are worthy of special recognition.

Eligibility

1. Individuals
2. Organizations – private, public, and not-for-profit
3. Businesses

Criteria

1. Exceptional contributions that promote the betterment of the community (e.g., long-term extraordinary individual or group volunteerism that meets a special need in the community or provides a service not otherwise provided)
2. Actions that provide long-term value and benefit for future generations (e.g., initiating a major new program with broad community-wide benefit and that fills a critical need)
3. Acts of heroism and selflessness (e.g., saving a life, by risking one's own life)
4. Exceptional environmental stewardship (e.g., a major land donation that protects and preserves sensitive environmental property)
5. Extraordinary generosity or investment in the community (e.g., a major cash or land donation valued that helps address an important community need and enhances the overall community)

Frequency

1. As merited.

Note: The *Spirit of Lacey Award* recognizes 'exceptional' and 'out-of-the-ordinary' contributions to the community. It is intended to be awarded sparingly and on a limited basis so as not to diminish its significance and the extraordinary contributions of recipients.

Nomination Process

1. ~~Nominations can be made by submitting a nomination form in writing at any time to the Council Community Relations Committee, 420 College Street, Lacey, WA, 98509, or via e-mail to council@ci.lacey.wa.us, on the City's website.~~
 1. Individuals, businesses, and organizations are welcome to submit nominations. Nomination forms should document in detail the significant and extraordinary contributions of the proposed recipient.
2. Information about the *Spirit of Lacey Award*, including this program outline, is available on the ~~City's website~~[City's website](#) for general public access and to encourage submittal of nominations.

Selection Process

1. ~~The Lacey Council Community Relations Committee schedules time at a regularly scheduled meeting to determine if there are any businesses, individuals, or organizations that qualify for the *Spirit of Lacey Award*.~~
- 2.1. Nominations received during the course of the year will be considered along with other recommendations, if any.

~~3.2.~~ The ~~Community Relations Committee~~Council reviews and deliberates on the merits of each nomination utilizing the criteria and principles established herein.

- a. If the ~~Committee~~Council determines the nomination meets the criteria, ~~their recommendation they will be forwarded to the Council with documentation supporting the exceptional actions or extraordinary contributions of the individual, business, or organization~~recognize the nomination at a future Regular Council Meeting.
- b. If the ~~Committee~~Council determines the nomination does not meet the criteria, the ~~nomination will not be forwarded to the Council. For those that are not forwarded to the Council, the Committee will determine~~Council may discuss the appropriate level of recognition and acknowledgment based on the information received as part of the Spirit of Lacey nomination process.

Award and Presentation:

1. *Spirit of Lacey Awards* will be presented to recipients by the Mayor at ~~regularly scheduled and televised~~a Regular Council meetingsMeeting.



2. Recipients of the Award will be acknowledged on the City's official website, provided permission is granted.

Historical Record:

1. A record of all *Spirit of Lacey Award* recipients will be maintained ~~by~~on the ~~City Manager's Office and will be made available to the Community Relations Committee as a means of ensuring nominations meet the high standard of exceptional and extraordinary contribution to the community~~City's website.

~~(Refer to Attachment 10.05A — Spirit of Lacey Award Nomination Form)~~(Refer to Spirit of Lacey Award Nomination Form)

10.06 Annexation Policy

The Annexation policy serves as the framework from which specific annexation requests can be reviewed and evaluated.

Guiding Principles

1. The City ensures that annexations are processed in accordance with State annexation laws in a timely and efficient manner.
2. The City insures that annexations include the participation of the annexation area residents through either the petition or election methods of annexation.
3. The City collaborates on annexations with affected jurisdictions in order to accomplish an orderly transfer of contiguous lands within the urban growth area into the City (county wide policy).

Process and Review Criteria

The City utilizes standard criteria, empirical data, and best practices to evaluate annexation requests to ensure they best meet the service delivery, health and safety, quality of life, financial goals, and policies of the City.

1. The City evaluates all annexations on the basis of their short and long-term community impact. Prior to annexation, the City will perform a study of the annexation area as suggested in the MRSC annexation handbook, which at a minimum, includes the following information:
 - a. Statistical data
 - b. Maps
 - c. Existing public services, level of service, and cost
 - d. Crime statistics
 - e. Roadway condition analysis
 - f. Traffic management deficiencies
 - g. Capital improvement requirements
 - h. Utility assessment
 - i. Water, wastewater, and storm water system assessment
 - j. Environmental assessment
 - k. Urban service needs
 - l. Service requirement costs
 - m. Estimated revenues
 - n. Social and economic characteristics
 - o. Impact on existing inter-local agreements
 - p. Special issues, if any
 - q. Amount of bonded indebtedness to be assumed by the annexation area.
2. The City considers expanding or contracting the area of a proposed annexation when such an expansion or contraction would serve to make City boundaries more regular, where the area to be served is a logical extension of City service capabilities, or where the best interests of the city are an overriding consideration.

3. Annexation of land should be directly dependent upon the City's ability to provide, acquire, operate and maintain services for public works (streets, stormwater, water, and sewer), police protection, parks and recreation, code enforcement, and related municipal services. Annexation should be considered only after the City is satisfied that these services a) can be made available in a manner cost effective to the City, b) are not detrimental to existing services provided Lacey residents, and, c) the annexation is in the best interest of the City.
4. Private streets, facilities, and/or utilities located in an annexation area will not be assumed by the City as a result of annexation unless requested and the private streets, facilities and/or utilities meet the City's current standards for construction and maintenance and, it is in the interest of the City to assume this additional responsibility.
5. An area proposed for annexation will assume its prorated share of the City's bonded indebtedness existing at the time of annexation.
6. The City evaluates proposed annexations based on the following criteria:
 - a. The ability of the City to provide public services at a level equal to or better than that available from current service providers;
 - b. The ability of the City to provide public services at the City's current levels of service;
 - c. Whether the annexation will cause a financial burden or a reduction in level of service to the City or existing ~~citizens~~community members;
 - d. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island(s);
 - e. Whether the annexation would follow logical boundaries, such as streets, subdivisions, waterways, or substantial topographic changes;
 - f. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery;
 - g. The relative costs and affordability to serve the proposed annexation versus the revenue to be derived from annexation;
 - h. The proposed annexation is consistent with the Growth Management Act and the adopted Comprehensive Plan; and
 - i. The capital cost and affordability to the City of making required infrastructure improvements and/or addressing infrastructure deficiencies.
7. In order to accomplish the above, the City will support the following annexation procedures:
 - a. The City Manager designates the Community Development Department and/or other staff to perform the following:
 - i. Receive and process annexation requests.
 - ii. Furnish the public and City officials with annexation procedure information
 - iii. Coordinate the preparation of annexation studies, technical studies and assessments on the impacts from annexation

- b. The City reviews the zoning of the annexation area to ensure consistency with the adopted comprehensive plan. The annexation request will be referred to the Planning Commission if a comprehensive plan amendment or rezone is warranted.
- c. Prior to any annexation, the City confers with affected special districts and other jurisdictions to assess the impact of annexation.
- d. The City should follow the provisions of [RCW Chapter 35A.13](#) regarding its relationship to water districts when annexation takes place.
- e. The City creates, updates, refines, and maintains a City annexation brochure and other informational resources relating to annexation.
- f. The City develops a standardized matrix and evaluation process for conducting fiscal feasibility studies to determine the economic impact of proposed annexations.
- g. The City develops a priority list of annexations based on the development potential of land within the planning area and the “squaring” up of boundaries for service enhancement. Annexations processed at the request of property owners will be prioritized as they are received.

Utilities

The City should support the extension of City utilities into the unincorporated Urban Growth Area, provided the utilities extension meets City standards, is consistent with current City utility policies, and the residents to be served commit to annexation into the City when the City deems annexation is appropriate.

1. Unincorporated, undeveloped land which is immediately adjacent to the City boundary should be required to annex to the City at the time development is proposed in order to receive the full range of urban services. Provided, the policies and requirements of this document are satisfactorily met.
2. Unincorporated and undeveloped land, which is located within the Urban Growth Area but is not adjacent to the City boundary and is not practical to annex at the time of development may be developed subject to compliance with the Comprehensive Plan and implementation ordinances, standards and guidelines. Connection to utilities should not occur unless public improvements are constructed to City standards and the properties served commit to annexation into the City when the City deems annexation is appropriate.
- ~~3. Until adequate water rights are obtained as determined by the City, annexation of undeveloped properties will be considered only if the terms of Resolution 917 are met, summarized below: (Resolution 917)~~
3. Until adequate water rights are obtained as determined by the City, annexation of undeveloped properties will be considered only if the terms of Resolution 917 are met, summarized below: (Resolution 917)

- a. Sufficient water production is available and the owner or developer of the property provides water rights to the City sufficient to serve such property and the transfer of such water rights for municipal use is approved by the Department of Ecology.
 - b. The owner or developer of the property provides water rights to the City and facilitates an acceptable water supply agreement with another qualified water purveyor for furnishing to the City sufficient water to serve the subject property.
 - c. The owner or developer of the property enters into an agreement acceptable to the City which commits such owner or developer to use reclaimed water for all irrigation and toilet flushing within the development and, in addition, where feasible and allowed by state law and regulation, use for other purposes within the development. The City shall not approve such an agreement unless a sufficient supply of reclaimed water beyond that needed for water right mitigation is available in the area in question and the agreement makes provision for the installation or advanced payment for the infrastructure necessary to store, distribute and convey such reclaimed water from LOTT reclaimed water facilities to the development.
4. The City may, by Council approval, coordinate the extension of City utilities and services to developed and undeveloped properties to encourage and guide needed and desirable urban growth, provided that ~~(Resolution 541):~~(Resolution 541):
- a. The owners of lands to be served by such water and/or sewer service agree to participate financially by formation of local improvement district or other means, to the extent and in the manner agreeable to the City, in capital improvements taking or projected to take place.
 - b. The area and property owners served by water and/or sewer are subject to a contractual arrangement wherein it is agreed all utility improvements meet City standards and residents of the area agree to annex to the City at such time the City deems appropriate.
 - c. The owners of lands to be served by such water and/or sewer service, provide when requested by Local Improvement District or other non-City funds, specified water and/or sewer supply, transmission, distribution and storage facilities, intertied with City systems. Ownership and control of such facilities shall be transferred to the City following construction, inspection and acceptance.

~~Inter-local~~Interlocal Agreements

- 1. The City where appropriate, collaborates with adjacent jurisdictions in the creation of ~~inter-local~~interlocal agreements to provide technical and financial support for the extension and improvement of public services and facilities within in the City's Urban Growth Area.
- 2. The City supports the Memorandum of Understanding between the Lacey, Olympia Tumwater and Thurston County relating to Urban Growth Area Zoning and

Development Standards establishing uniform adoption and implementation of comprehensive plan, zoning and development standards within the Urban Growth Boundary.

The City participates in the planning for areas outside its boundaries but within its urban growth area to ensure that land uses are compatible with the City and Thurston County Land Use Plan for the Lacey Urban Growth Area, goals, policies and land use designations.

(Refer to Attachment 10.06A through 10.06E – Growth & Annexation Policies.)

10.07 Interlocal Agreements Approval Process

Policy

The following policy is established for Interlocal Agreements approved by the ~~Lacey~~ Council.

Definition

Interlocal Agreements are authorized through the Interlocal Cooperation Act, ~~Chapter 39.34 RCW~~Chapter 39.34 RCW. The act provides for public agencies to contract with one or more other public agencies to perform governmental activities or services which each agency is authorized by law to perform individually. This means a city may contract with another city, the county, a special purpose district, or an agency of the state or federal government.

Procedure

1. Determine classification category for the interlocal agreement.
 - a. Routine
 - i. Any Interlocal Agreement that requires a City commitment of equal to or less than \$25,000; or
 - ii. Any agreement previously established that is set for renewal or amendment that does not include any significant language changes or increase in level of City support.
 - b. Substantial or Significantly Modified
 - i. Any Interlocal Agreement that requires a City commitment of more than \$25,000; or
 - ii. Any agreement previously established that is set for renewal or amendment that **includes** significant language changes or increase in level of City support.

2. Each category must follow its respective approval process for Interlocal Agreements.

a. Routine Category

- i. The City Manager is authorized to execute Interlocal Agreements categorized as "Routine."
- ii. The City Manager will report on approved Routine Interlocal Agreements during the City Manager's Report.

b. Substantial or Significant Category

- i. Any Interlocal Agreement categorized as "Substantial" or "Significantly Modified" should be presented to the ~~respective~~ Council Committee for consideration.
- ii. ~~After committee review, the Interlocal Agreement should then be forwarded to the full Council for consideration.~~

10.08 Land Acknowledgement

The purpose of this policy is to establish a City of Lacey Land Acknowledgment and provide guidance for City of Lacey employees, volunteers, appointed officials, and elected officials on its use. This policy is subject to change.

Land Acknowledgements

Land Acknowledgements are rooted in many Indigenous people's practices and cultural protocols in order to recognize other Indigenous peoples whose land one is a guest on.

"It is important to note that this kind of acknowledgement is not a new practice developed by colonial institutions. Land acknowledgement is a traditional custom dating back centuries for many Native communities and nations. For non-Indigenous communities, land acknowledgement is a powerful way of showing respect and honoring the Indigenous Peoples of the land on which we work and live. Acknowledgement is a simple way of resisting the erasure of Indigenous histories and working towards honoring and inviting the truth..."

Duwamish Tribe webpage

A land acknowledgement is a formal statement that recognizes, pays tribute to, expresses gratitude and respect for, affirms the ongoing relationship between indigenous people and the land, and helps raise awareness of the Indigenous histories, perspectives, and experiences — past, present, and future. In addition, Land Acknowledgements:

- Express support for Indigenous communities.
- Raise awareness of histories that led to past and current development of area, including history of dispossession, displacement, colonialization, cultural erasure, broken treaties, etc.
- Recognize the positive impacts of indigenous history and culture on the greater community.
- Are a first step to inspire more action and better relationships indigenous people.
- Are not intended to be a performative act.
- Are ceremonial in nature and do not carry any legal authority.

The City's Land Acknowledgement was reviewed by members of the Nisqually Indian Tribe. In adopting a local land acknowledgement, the City is not taking a position on the status of federal recognition for any tribe. The City recognizes that land acknowledgements are powerful statements and that these statements are most meaningful when paired with authentic and sustained relationships with Indigenous communities.

City of Lacey Land Acknowledgement

We acknowledge the ancestral land we are on today as the traditional territory of the Tribal People of the Treaty of Medicine Creek, signed in 1854, including the Nisqually Indian Tribe and Squaxin Island Tribe.

We acknowledge, remember, and must not forget those Tribal People that are named but not recognized today, and who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here.

We acknowledge, Indigenous People who called the land home before the arrival of settlers and have been here Since Time Immemorial.

We recognize the relationship that exists between Indigenous People and their traditional territories, which include the religious significance, self-determination, identity, and economic factors. The relationship helps all people heal from the past and learn how not to inflict new wounds today.

We recognize and respect Indigenous People as traditional stewards of this land, and acknowledge the Tribal Governments and their role today in taking care of these lands.

We recognize that this land acknowledgement, and the Nisqually-Lacey Accord of 2011, are small steps toward true allyship. We commit to partnering with the Tribal People of the Treaty of Medicine Creek to continue to uplift the voices, experience, and histories of indigenous people of this land and beyond.

We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today.

We recommend that community members read the Medicine Creek Treaty of 1854.

City of Lacey Abbreviated Land Acknowledgement

We [or insert object, e.g., "This Marker is"] are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

Land Acknowledgement Use

The above Land Acknowledgements may be used:

- 1.3. To open City meetings, events, or programming;
- 2.4. As part of City plans, reports and other adopted documents; and
- 3.5. On City signage, markers, maps, and other materials.

Guidelines for use of the Land Acknowledgment is provided below. Please contact the City Manager's Office if you are planning to use the Land Acknowledgement for uses #2 and #3.

1. City Meetings, Events or Programming

For City Council meetings, the full or abbreviated Land Acknowledgement should:

- 1. Be printed on every ~~regular~~Regular and ~~special~~Special Council meeting agenda, and
- 2. Read out loud at Council meetings where appropriate, as determined by the Mayor or presiding officer.

Additionally, the Land Acknowledgement may be used at the beginning of meetings or other events hosted by the City. Such meetings could include, but are not limited to:

- 3. City staff meetings;
- 4. City Advisory Board or Commission meetings;
- 5. Community meetings hosted by the City, such as town halls, open houses, focus groups, or similar;
- 6. Ceremonial events, such as ribbon-cuttings; and
- 7. City events, such as large-scale Parks, Culture, and Recreation events.

It is not recommended to assert or suggest using the Land Acknowledgement for meetings or events hosted by other organizations.

Recommendations for Use at City Meetings or Events:

1. The full or abbreviated Land Acknowledgement should be read at the beginning of meetings or events.
2. Keep the introduction of the Land Acknowledgement simple and direct:
"To start this meeting/event, I would like to read the City's adopted Land Acknowledgment statement..."
3. Best practice guidance from Indigenous People is that you speak from your heart when reading the Land Acknowledgement, do not make the reading performative.
4. Do not include other announcements about social, political, or City initiatives alongside the Land Acknowledgement. The Land Acknowledgement should be and feel separate from any other announcements.

If anyone at a City meeting or event has a question or concern about the use of the Land Acknowledgement, they can refer to the City's website www.CityofLacey.org/LandAcknowledgement and/or the City's Manager Office.

2. City Plans, Reports and Other Adopted Documents

The full text of the Land Acknowledgement can be added to the beginning of City Plans, Reports and Other Adopted Documents. In this context, "Adopted Documents" is defined as policy documents that are adopted by the City-Council.

For such documents, the full text of the Land Acknowledgement should be used with the footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

As some documents have pages that are intentionally left blank, the Land Acknowledgement should appear on the first page that has text after the cover page. The Land Acknowledgement should appear before all other text elements. No visual or graphics should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author's discretion.

3. Signage, Markers, Maps, and Other Materials.

The full or abbreviated Land Acknowledgement can be added to printed City signage, markers, maps, and other materials.

For such a use, when possible, the full Land Acknowledgement should be used, with the following footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

With projects with space limitations that prevent the use of the full Land Acknowledgement, the abbreviated Land Acknowledgement should be used, with the following footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

No visual or graphic should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author's discretion.

Land Acknowledgement on City Webpages

A link to the Land Acknowledgement webpage should be made available on the top banner of the City website and other City operated websites. Given the presence of this link, there is no need to include the Land Acknowledgement on specific projects, programs, or other webpages. A link to the Medicine Creek Treaty of 1854 will be provided on the Land Acknowledgement page.

Amendments: September 21, 2023

- ~~Resolution No. 1137~~
 - ~~Section 10.08 Land Acknowledgement~~

DRAFT

Attachments

~~2.12A Resolution 1071 Relating to the Organization and Procedures of the City Council~~

~~2.12A Resolution 893 Relating to the Responsibilities of Council Committees and Modifying the Provisions of Resolution 842~~

~~2.12A Resolution 842 Relating to the Organization and Procedures of the City Council~~

~~2.12A Resolution 620 Relating to the Organization and Procedures of the City Council~~

~~2.15A Application for Appointment to Lacey City Council Boards & Commissions~~

~~4.06A Resolution 945 Approving and Adopting the Fiscal Policies of the City~~

~~4.06A City of Lacey Fiscal Policies~~

~~4.07A Finance Policy:~~

LINKS

Resolution 1071 Relating to the Organization and Procedures of the City Council

Resolution 842 Relating to the Organization and Procedures of the City Council

Resolution 620 Relating to the Organization and Procedures of the City Council

Application for Appointment to Lacey City Council Advisory Boards

Resolution 945 Approving and Adopting the Fiscal Policies of the City (includes: Reserve Fund Policies, Budget – Revenue and Expenditure Policies, Enterprise Fund Policies, Cash Management and Investment Policies, Accounting, Financial Reporting, and Auditing Policies, Debt Management Policies, and Capital Maintenance and Replacement Policies)

Finance Policy: Reimbursement for Expenses Incurred in Conduct of City Business

~~5.07A~~ Application Requesting Council Action on a Resolution

~~5.09A~~ Application to Request City Proclamation

~~5.12A~~ Resolution 1120 Updating the City of Lacey's Flag Policy

~~7.05A~~ Resolution 1118 Updating Executive Session

~~7.07A~~ Resolution 1118 Updating Public Comment and Public Hearing

~~7.08A~~ Resolution 1118 Updating Audio and Video Recordings of Meetings

~~10.01A~~ Application for Use of the Washington Center

~~10.02A~~ Ordinance 1248 Relating to Home Ownership by Low Income Families, Certain Fees for the Construction of Such Homes and Adopting a Summary for Publication

~~10.02B~~ Ordinance 1362 Relating to the Providing of Services to Youth of the Community...

~~10.03A~~ Ordinance 1022 Relating to Public Art

~~10.04A~~ Resolution 917 Relating to the Providing of Services by the City's Water Utility System

~~10.05A~~ Spirit of Lacey Award Nomination Form

~~10.06A~~ Resolution 541 Growth and Annexation Policies

~~10.06B~~ Lacey Growth Policy

~~10.06C~~ Annexation Policy

~~10.06D~~ Memorandum of Understanding on Urban Growth Management

~~10.06E~~ Lacey Extraterritorial Planning Issues and Approach **Application to Request City**

Proclamation

Resolution 1120 Updating the City of Lacey's Flag Policy

Resolution 1118 Updating Executive Session

Resolution 1118 Updating Public Comment and Public Hearing

Resolution 1118 Updating Audio and Video Recordings of Meetings

Application for Use of the Washington Center

Ordinance 1248 Relating to Home Ownership by Low Income Families, Certain Fees for the Construction of Such Homes and Adopting a Summary for Publication

Ordinance 1362 Relating to the Providing of Services to Youth of the Community

Ordinance 1022 Relating to Public Art

Resolution 917 Relating to the Providing of Services by the City's Water Utility System

Spirit of Lacey Award Nomination Form

Resolution 541 Growth and Annexation Policies (includes Lacey Growth Policy, Annexation Policy, Memorandum of Understanding on Urban Growth Management, and Lacey Extraterritorial Planning Issues and Approach

Lacey City Council

Policies and Procedures Manual

Updated ~~10.05~~12.07.2023



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LAND ACKNOWLEDGEMENT

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Visit www.CityofLacey.org/LandAcknowledgement for more information

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FOREWORD

The Council Policies-Procedures Manual provides a standardized process for implementing current and new City Council practices, procedures and policies. The intent is to provide a comprehensive resource book for City Council actions and practices.

Copies of the document are available ~~in the Council Workroom and posted~~ on the City of Lacey's website at CityofLacey.org.

The ~~appropriate~~City Council ~~Committee (or Committees)~~ will review amendments or additions to the Council Policies-Procedures Manual, as needed. ~~Committees may forward amendments or additions to the Council Policies-Procedures Manual to a regular Council Meeting for action or to a Council Worksession or additional committee meeting for further review.~~ All amendments or additions to the Council Policies-Procedures Manual will be adopted by LaceyCity Council Resolution.

~~Lacey Council Policies-Procedures Manual~~

Approved: ~~June 9, 2011~~

Amended: ~~May 9, 2013~~

~~June 25, 2015~~

~~May 12, 2016~~

~~July 28, 2016~~

~~August 23, 2018~~

~~September 13, 2018~~

~~November 1, 2018~~

~~March 14, 2019~~

~~June 25, 2020~~

~~November 2, 2020~~

~~January 21, 2021~~

~~March 18, 2021~~

~~May 20, 2021~~

~~June 17, 2021~~

Approval and Amendments:

Date	Resolution No. *,*	Section(s) Amended
<u>June 9, 2011</u>	=	<u>APPROVED</u>
<u>May 9, 2013</u>	=	=
<u>June 25, 2015</u>	=	=
<u>May 12, 2016</u>	=	=
<u>July 28, 2016</u>	=	=
<u>August 23, 2018</u>	=	=
<u>September 13, 2018</u>	=	=
<u>November 1, 2018</u>	=	=
<u>March 14, 2019</u>	=	=
<u>June 25, 2020</u>	=	=
<u>November 2, 2020</u>	=	=

<u>January 21, 2021</u>	=	=
<u>March 18, 2021</u>	=	=
<u>May 20, 2021</u>	=	<u>Naming of Public Facilities and Memorial Roadways</u>
<u>June 17, 2021</u>	=	<u>Public Art Policy Updates</u>
August 19, 2021	<u>41071107</u>	Comprehensive Update
December 16, 2021	<u>41121112</u>	Remote Participation at Council Meetings
June 2, 2022	<u>41181118</u>	Public Comment
September 15, 2022	<u>41201120</u>	Flag Policy Update
March 2, 2023	<u>41261126</u>	Corporate Sponsorship and Naming Rights Policy
June 15, 2023	<u>41321132</u>	Council Policies-Procedures Manual – Chapters 7 & 9
<u>September 24</u> <u>December 7, 2023</u>	<u>4137</u> NUMBER	<u>Land Acknowledgement Policy</u> <u>Removed references to Council Committees;</u> <u>Comprehensive update</u>
<u>October 5, 2023*Amendments prior to August 19, 2021 did not require resolutions</u>	<u>4138</u>	<u>Advisory Board Stipend Program</u>

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CHAPTER 1

Introduction and Overview

Municipal Code City

The City of Lacey ("City") was incorporated in December 1966 and is designated as an optional municipal code city. The optional municipal code, [RCW 35A](#), was devised as an alternative to the existing statutory system of municipal government in Washington. The basic objective of the code was to increase the abilities of cities to cope with complex urban problems provided by broad statutory home rule authority in matters of local concern to all municipalities, regardless of population.

Under the optional municipal code, cities may take any action on matters of local concern so long as that action is neither prohibited by the State Constitution nor in conflict with the general law of the state. The powers granted to code cities includes all the powers granted to any other class of city in any existing or future legislative enactment, unless the legislature specifically makes a statute inapplicable to code cities.

City Mission Statement

The City has adopted a Mission Statement that guides the actions of the organization, defines the City's overall goals, provides a sense of direction and purpose, and guides decision-making.

*Quality Service
Community Leadership
Innovation in Local Government*

"Our mission is to enrich the quality of life in Lacey for all our citizens... to build an attractive, inviting and secure community. We pledge to work in partnership with our residents to foster community pride, to develop a vibrant, diversified economy, to plan for the future, and to preserve and enhance the natural beauty of our environment."

City Vision Themes

In 1990, the City developed eight guiding themes to implement the City's vision.

- Environmental Stewardship
- A Vibrant Place to Live, Work and Play
- Coordinated and Collaborative Planning
- Excellence in Programs and Services
- An Engaged Community
- Quality Transportation and Utility Infrastructure
- A Safe and Secure Community
- Financial Stewardship and Accountability

Organizational Values

The City adopted a set of core values that guide the organization, its behavior, beliefs and performance.

- Integrity
- Productivity
- Stewardship
- Empathy
- Leadership
- Collaboration
- Service
- Professionalism
- Innovation
- Diversity
- Accountability
- Honesty

1.01 Council Manager Form of Government

The City is a Council-Manager form of government ([RCW 35A.13](#)). The City Council ("Council") is the elected governing body of the City. The Council is comprised of seven members elected at large by its ~~citizens~~community members, each serving four-year staggered terms. The Council is a non-partisan body and represents all residents within city limits. In a Council-Manager form of government, all legislative and policy-making powers are vested in the Council. Councilmember's act as the City's legislative body with authority to enact laws, adopt the budget, determine service priorities, make public policy, and appoint ~~citizen~~advisory boards, ~~commissions, and committees~~.

By statute, the Council selects the Mayor from among its members. The Mayor's responsibilities are primarily to preside at council meetings, and act as head of the City for ceremonial purposes and for purposes of military law. The Mayor votes as a ~~councilmember~~Councilmember and does not have any veto power. The Council elects a Mayor and Deputy Mayor every two years.

The Council appoints a professionally-trained and experienced public administrator, the City Manager, who implements the goals, policies and vision of the Council as chief administrative officer of the City.

1.02 Interpersonal Standards, Protocols, and Ground Rules

The Council values a positive and productive working relationship amongst itself and with neighboring colleagues, City staff, and the public. Toward that end, the Council adopted a set of interpersonal standards, operating protocols, and ground rules to foster and promote collaborative, respectful, and healthy working relationships as follows:

- Always conduct oneself in a professional, courteous, and respectful manner.
- Never compromise your personal integrity or the honor and good faith of the City.
- Do not criticize in public. Issues should be addressed in private when possible.

- Listen attentively. Avoid interrupting. Be respectful, even with those you disagree.
- Do not act as a ~~committee~~decision maker of one. Governing a city requires a team effort.
- Remember, we represent all of the people, not a select few interests.
- Arrive on time. Be prepared for meetings. Read and study your materials.
- Avoid engaging in debates with the public or ~~individual citizens~~community members.
- Avoid texting, e-mailing, making or receiving calls during meetings.
- Strive for consensus as an operating goal.
- Always be respectful of one another, the public, city staff.
- Be open, honest and diplomatic when communicating.
- Accept constructive input and feedback.
- Return calls and respond to inquiries in a timely manner.
- Do not spring surprises on colleagues and staff, especially at formal meetings – notify others of issues and concerns ahead of time.
- Respect and support decisions of the majority of Council.
- Make decisions on the basis of public policy and be consistent.
- Do not be misled by the strong demands of special interest groups – find the long-term public interest of the community as a whole.
- Do not rush to judgment. Seek out the facts before drawing quick conclusions.
- Do not give quick answers when you are not sure.
- Do not make promises you cannot deliver. Many decisions and actions require the approval of the governing body or must be consistent with adopted policy.
- Be respectful of differences. Accept disagreements. Vote and move on.
- Participate in official meetings with the dignity and decorum fitting of those who hold a position of public trust.
- Do not be afraid to ask questions. It is one of the best ways to learn.
- Vote yes or no on motions. Do not abstain, except when you have a conflict of interest.
- Respect the letter and the intent of the open meetings law.
- Do not bypass the system. Stick to policy and avoid personal involvement in the day-to-day operations of the City.
- Be friendly and deal effectively with the news media. Make sure what you say is what you mean.
- Know your neighbors. Get to know the officials of neighboring jurisdictions.
- Never allow conflicts of interest to arise between your public duties and your private interests.
- Do not personally criticize other Council members who vote against or disagree with you.

1.03 Overview of Key City Documents

The following is a summary of some of the key documents that establish Council direction. Many other laws, regulations, plans and documents bind the Council to specific actions and practices.

Lacey Municipal Code (LMC)

The municipal code contains laws and regulations adopted by ordinances. [LMC Chapter 2](#), Administration and Personnel, defines the role of Mayor, Deputy Mayor and Councilmembers, and describes the organization of Council meetings, and responsibilities and appointment of City staff positions and advisory boards ~~and commissions.~~ In addition to these administrative matters, the municipal code contains a variety of laws including, but not limited to, zoning standards, health and safety issues, traffic regulations, building standards, and revenue and finance issues. The municipal code is available ~~in the Council workroom, and~~ on the City's website at [CityofLacey.org \(Lacey Municipal Code\)](https://lacey.municipal.codes/).~~at https://lacey.municipal.codes/.~~

Personnel Policies ~~and Procedures Handbook~~ Manual

The Personnel Policies and Procedures Handbook provide operating rules and requirements for employees, including compensation, benefits, hiring, and supervision. A copy of the Personnel Policies ~~and Procedures Handbook is located in the Council workroom.~~ Manual is located online: [CityofLacey.org/union-contracts-policies-pay/](https://cityoflacey.org/union-contracts-policies-pay/)

Revised Code of Washington (RCW)

State laws contain many requirements for the operation of city government and the administration of meetings of Councils throughout the state. The City is a Code City and is governed by [RCW 35.A.13](#). The [Washington Administrative Code](#) (WAC) outlines procedures for implementing state laws set forth in the RCW. Copies of both the RCW and WAC are available online.

Annual Budget

The annual budget promotes fiscal prudence while maintaining all service levels, and funding for important capital improvement projects. The budget is the foundation, upon which the Council makes policy decisions, sets priorities, allocates resources, and provides the framework for government operations. The City Manager prepares and submits a proposed budget to the Council for approval and adoption. The budget is available ~~in the Council workroom and~~ on the City's website at [CityofLacey.org \(Reports & Plans Library\)](#).~~.~~

Comprehensive Plan

State law mandates that each municipality develops and implements a Comprehensive Land Use Plan to address its long-range planning needs. Elements of the plan include land use, transportation, economic development, water, wastewater, parks, utilities, and housing. State law requires updates every six years, although sections of the plan may be revised more

frequently, as needed. The Comprehensive Plan is located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Development Guidelines and Public Works Standards

This document is a supplement to the WSDOT/APWA Standard Specifications for Road, Bridge, and Municipal Construction as adopted by [LMC 14.20.10](#). While these infrastructure construction standards apply to all projects within the City limits, they are also intended to be used in applicable circumstances when the City's service areas, annexation areas or planning areas extend outside its City limits. These standards are minimum standards and are intended to assist, but not substitute for competent work by engineering and design professionals. Special conditions or environmental constraints may require a more stringent design than would normally be required under these standards. The Development Guidelines and Public Works Standards are located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Six-Year Capital Improvement Plan

The Six-Year Capital Improvement Plan serves as a guide for determining priorities, planning, financing and constructing capital projects which improve the physical infrastructure, capital assets, or productive capacity of City services. A copy of the Capital Improvement Plan is located on the City's website at [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/Reports-&Plans-Library/).

Comprehensive Emergency Management Plan (CEMP)

The City maintains a disaster preparedness plan that outlines actions to be taken during times of extreme emergency. The Mayor is called upon to declare the emergency, and the City coordinates emergency efforts with a regional county team. A copy of the plan is ~~available through~~ located on the ~~City Clerk's office.~~ City's website at: <https://cityoflacey.org/resources/disaster-preparedness/>

Shoreline Master Plan

The City's Shoreline Master Plan regulates the development and use of shorelines within City boundaries in compliance with [RCW 90.58](#). No land use, water alterations, or development can occur within the jurisdiction of the Shoreline Management Act without first obtaining a permit. Permit processes and fees related to implementation of this Shoreline Master Program (SMP) are contained within the City's Development Guidelines and Public Works Standards. ~~A draft of the Shoreline Master Plan is,~~ located on the City's website at: [CityofLacey.org \(Reports & Plans-Library\)](https://cityoflacey.org/resource_library/guidelines-and-standards/).https://cityoflacey.org/resource_library/guidelines-and-standards/

CHAPTER 2

Council: General Powers and Responsibilities

Overview

The powers of the Council are to be used for the benefit of the community and its residents to provide for the health, safety and general welfare of its citizens/community members. The City values personal honesty and integrity, open and accessible government, fiscal responsibility, fair treatment of individuals, and commitment to customer service.

It is important to note that the Council acts as a body. No member has any extraordinary powers beyond those of other members. Although the Mayor has additional ceremonial and presiding officer responsibilities, all members are equal when establishing policies, voting and performing their Council duties.

Policy is established by a majority vote of the Council. While individual members may disagree with decisions of the majority, a decision of the majority binds the Council to a course of action. Councilmember's should respect the decision of the majority and are expected to follow adopted Council rules, policies and protocols.

It is the City Manager's responsibility to ensure the policy of the Council is enacted. Actions of staff to pursue the policy direction established by a majority of Council do not reflect any bias against Councilmembers who held a minority opinion on an issue.

2.01 Eligibility for Office

In order to be eligible to hold elective office as a Councilmember, a citizenan individual must be a registered voter of the City at the time of filing their declaration of candidacy and have been a resident of the City for a period of at least one year preceding the election ([RCW 35A.12.030](#)).

2.02 Elections – Terms of Elective Officers

The seven-member Council is elected at biennial municipal elections by majority vote from the City at large. Elected Councilmembers serve four-year staggered terms. The Council is a non-partisan body and represents all residents within City limits ([RCW 35A.12.040](#)).

2.03 Lacey Council: General Powers and Responsibilities

Council and Administration

Councilmember's act as the legislative body with authority to enact laws, adopt the budget, determine service priorities, make public policy, and appoint citizenadvisory boards, commissions, and committees ([RCW 35A.13.230](#)). The City Manager and staff serve as the executive/administrative branch. In order to uphold the integrity of the council-manager form of government, and to provide proper checks and balances, members of Council refrain from becoming directly involved in the administrative activities of the City.

Except for the purpose of inquiry, the Council should communicate with City staff primarily through the City Manager, ~~and neither the~~ The Council ~~nor any committee member~~ shall not give orders to any staff member without the City Manager's authorization. The City Manager may choose to establish formal or informal norms for routine Council-staff interaction ~~and staff support of Council committees.~~ In addition, Council can fully and freely discuss with the City Manager in open session anything pertaining to appointments and removals of City staff and City affairs.

Non-Participation in Judicial Matters

The City contracts for court services with the Thurston County Superior Court. The City Manager, Council and staff may not interfere with judicial processes or decisions. The Council has no policy direction over judicial matters.

Legislative Role of Councilmembers

Councilmembers serve important legislative roles in the ~~Community~~community. Councilmembers work to establish policy, enact local laws, appoint and supervise officials, decide appointments to advisory boards ~~and commissions~~, and call special elections, when necessary. Elements of these roles include:

- *Establish Policy*
 - Adopt goals and objectives
 - Establish priorities for public services
 - Approve/amend the operating and capital budgets
 - Approve intergovernmental agreements and certain contracts
 - Adopt resolutions
- *Enact Local Laws*
 - Adopt ordinances
- *Appoint and Supervise Officials*
 - Appoint City Manager ([RCW 35A.13.050](#))
 - Evaluate performance of City Manager
 - Appoint Hearings Examiner ([LMC 2.30.020](#))
 - Establish advisory boards ~~and commissions~~ ([LMC 2.32](#), [2.34](#), [2.42](#), [2.44](#), [2.46](#))
 - Make appointments to advisory boards ~~and commissions~~ ([RCW 35A.13.080](#))
 - Provide direction to advisory bodies
- Decide *Council appointments* to ~~Committees and~~ Intergovernmental Boards ~~and Commissions~~
- Call *Special Elections* when necessary

Council's Role in the Community

Councilmembers serve several community support roles, which are:

- Provide public leadership
- Represent constituents to promote representative governance
- Mediate conflicting interests while building a consensus
- Communicate the City's vision and goals to constituents
- Represent the City's interest at regional, county, state and federal levels
- Make decisions
- Analyze problems/issues
- Review alternatives/solutions
- Determine best course of public policy

Representation on Council Committees

The Lacey Council established six standing committees by City ordinance:

- Community Relations & Public Affairs Committee
- Finance & Economic Development Committee
- General Government & Public Safety Committee
- Land Use & Environment Committee
- Transportation Committee
- Utilities Committee

Three Councilmember's serve on each committee. The Mayor appoints committee members with the consent of Council. The committee elects a Chair who presides over the meetings. Each committee member has equal representation on their respective committee.

Council may vote to establish ad hoc committees. Ad hoc committees must follow Robert's Rules of Order.

Committee Recommendations

Council committee recommendations are presented to the full Council by the respective Committee Chair. The committee chair reports on committee recommendations during a regular Council Meeting under Standing General Committee Reports. If an item does not have a majority recommendation from the committee, or needs further discussion, it is forwarded to a Council Worksession.

Non-Committee Member Attendance at Committee Meetings

In compliance with the Open Public Meetings Act, if a fourth Councilmember decides to attend a committee meeting, he/she should notify the City Manager's office in a timely manner in order for the meeting to be noticed to the public appropriately. Where a fourth Councilmember attends, and proper public notice has not been provided, the fourth member should refrain from participating at the meeting and must sit in seating provided for the public.

2.04 Role of Mayor and Deputy Mayor

The Mayor serves as Chair of the Council and presides over meetings of the Council. The Mayor retains all the rights, privileges, and immunities of a member of the council. The Mayor serves as the head of the City for ceremonial purposes and is recognized by the governor for purposes of military law. The Mayor has no regular administrative duties ([RCW 35A.13.030](#); [LMC 2.09.005](#)).

The Council has authorized the Mayor to sign, on behalf of the Council, proclamations which are non-controversial in nature and comply with Council policy on proclamations.

The Deputy Mayor serves as Mayor in the absence of, or temporary disability of, the Mayor and has all the powers of the Mayor when serving. In addition to the powers conferred upon the Deputy Mayor, they shall continue to have all the rights, privileges and immunities of a member of the Council ([RCW 35A.13.035](#); [LMC 2.09.005](#)).

Biennially, at the first meeting of the New Year, the Council, by majority vote, shall choose a Mayor and a Deputy Mayor.

2.05 Incompatibility of Offices

There are certain restrictions on a Councilmember holding any other public office or employment within City government. [RCW 35A.12.030](#) provides that a Mayor or Councilmember cannot hold other public office or employment within City government unless permitted under the code of ethics for municipal officers ([RCW 42.23](#)). Councilmembers can serve as volunteer fire-fighters or reserve law enforcement officers if authorized by resolution by a two-thirds vote of the full City Council.

2.06 Election of Officers

Prior to the election of officers, all newly-elected members of Council will be administered the oath of office by the City Attorney or a judge. Once sworn in, the full Council will proceed with the election of officers ([RCW 35A.13.035](#)).

Procedure

1. If there is no sitting Mayor, prior to the election of the new Mayor, Council nominates and elects an Interim Chair from among its members.
2. In such case, the Interim Chair conducts the election of the Mayor.
3. The Interim Chair calls for nominations.
4. Each member of the Council may nominate one person. Nominations do not require a second.
5. A nominee who wishes to decline the nomination announces this at time of their nomination.
6. The Interim Chair closes nominations.

7. The Interim chair conducts the election by voice ballot for each candidate.
8. The City Clerk records into the minutes of the meeting the manner in which each vote was cast.
9. A nominee must receive a majority vote of the members present in order to be elected.
10. The newly elected Mayor chairs the nominations and election of the Deputy Mayor.
11. The Council follows the same nomination and election process to elect the Deputy Mayor.

If the Mayor or Deputy Mayor resigns, the Council appoints a new Mayor or Deputy Mayor, following the same procedure.

2.07 Absence of Mayor

In the absence of the Mayor, the Deputy Mayor shall perform the duties of the Mayor. In the absence of both the Mayor and Deputy Mayor, the Council elects, by majority vote, a Chair to preside over the meetings of the Council, using the following procedure:

1. The senior Councilmember convenes the meeting and announces that the Mayor and Deputy Mayor have excused absences and will not be in attendance that evening.
2. The senior Councilmember announces that the Council officially needs to select a chair to run the meeting and be authorized to sign any proclamations, resolutions, or ordinance to be acted on that evening.
3. The senior Councilmember calls for a nomination(s) from the Council. No second is required.
4. The senior Councilmember calls for a vote on the nomination(s) and announces the result.
5. The Councilmember elected presides over the meeting.

2.08 Council Attendance

At the beginning of each Council Meeting, the Mayor will excuse any Councilmember who has contacted the Mayor or City Manager's office prior to the meeting to notify them of their absence.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

A council position becomes vacant if a Councilmember ~~fails to attend~~ is unexcused or absent for three consecutive ~~regular~~ Regular meetings of the Council ~~without being excused by the Mayor.~~

([RCW 35A.12.060](#) as now or hereafter amended).

2.09 Council Vacancy

A Council position is officially declared vacant upon the resignation, recall, forfeiture of position, or death of a Councilmember. The remaining members of the governing body shall appoint a qualified person to fill the vacant position ([RCW 35A.13.020](#)).

Resignation Process

Council must receive a written notice with an effective date of resignation. The resignation is effective as of the date provided in the written notice. Council accepts the resignation by a motion and vote.

Appointment Process

The City Manager's office coordinates the recruitment process.

1. The City Manager's office issues an advertisement to the local paper and other media outlets for a 2-3-week period. The announcement includes the requirements necessary to hold office, time to be served in the vacant position, election information, salary information, Council duties, and the deadline date and time for submitting applications ([RCW 35A.13.020](#)).
2. The City Manager prepares an application form that requests appropriate information for Council consideration of the applicants. Applications will be available at City Hall, and posted on the website.
3. Applications received by the deadline are copied and distributed to the Council. Packets may contain additional information, such as resumes and references.
4. Prior to interviews, the Mayor requests and accepts suggested interview questions from each Councilmember.
5. The Clerk's office publishes the required public notice for the meeting scheduled for interviewing applicants for consideration for the vacant position.
6. The Clerk's office notifies applicants of the location, date and time of the Council interviews.

Interview Requirements

- Interviews with candidates must be held in an open public meeting.
- The applicants' order of appearance will be determined by the date and time when the application was received.

- The decision as to which applicants to interview will be determined by the Council based on the information contained in the application form.
- The Council will ask the predetermined set of questions which must be responded to by the applicant. Each applicant will be asked and answer the same set of questions. Follow-up questions, based upon responses, are permitted.
- An informal question and answer period in which Councilmembers ask and receive answers to miscellaneous questions may be set aside for 10 minutes upon approval of a majority of Councilmembers.

Voting

1. Upon completion of the interviews, the Council may convene into Executive Session to discuss the qualifications of the applicants. However, all interviews, deliberations, nominations, and votes taken by ~~City~~ Council must be in open public session. The Council may not determine who to select or reach a consensus on a preferred candidate in Executive Session.
2. The Mayor asks for nominations from Councilmembers for the purpose of creating a group of candidates to be considered. No second is needed.
3. Nominations are closed by a motion, second, and majority vote of Council.
4. Councilmembers may deliberate on matters such as criteria for selection and the nominated group of candidates.
5. The Mayor polls the Councilmembers to ascertain if they are prepared to vote. Voting must take place in a manner in which the public is notified as to the vote of each existing Councilmember for which candidate. If there is more than one candidate, a vote must be taken for each candidate to record each Councilmember's vote.
6. The City Clerk records the votes in the meeting minutes.
7. The selection of a candidate to fill the vacancy is made by a majority vote of the remaining six members of the Council.
8. If a majority vote is not received for a candidate, the Council may postpone elections until another date.
9. The Mayor declares the nominee receiving the majority vote as the new Councilmember to be sworn in immediately after the effective date of the resignation.
10. The term of the candidate selected to fill the vacancy will be in effect until a person is elected at the next regular election for municipal officers. The interim term would then end, and the new term begin upon certification of election results.

11. If the Council does not appoint a qualified person to fill the vacancy within 90 days of the occurrence of the vacancy, the County Commissioners will appoint a person to fill the vacancy ([RCW 42.12.070](#)).

2.10 New Councilmember Orientation

~~As newly~~Newly-elected Councilmembers, ~~elected officials become~~ are an integral part of the City team. The City Manager's office coordinates an orientation process, schedules interviews with the City Manager and Department Directors, and provides opportunities for tours of City facilities and infrastructure. The City Manager's office also coordinates Open Government Trainings, as required by state law ([RCW 42.56.150](#)). Councilmembers are encouraged to attend the Association of Washington Cities (AWC) annual new member orientation. The Mayor and existing Councilmembers welcome and mentor new members, share perspectives and insights, and discuss priorities, procedures, and protocols.

2.11 Appointment and Role of City Manager

The City Manager is the chief administrative officer of the City, appointed by and accountable to the Council.

The City Manager is responsible for the effective administration and management of the City and the efficient delivery of all City services. The City Manager appoints and supervises all Department Directors. The City Manager is responsible for all hiring and employment decisions, the approval of all operating rules and procedures, ensuring quality performance, proper financial management of City funds, and carrying out the policy directives of the Council.

The City Manager prepares the annual budget for Council approval, assists in the identification of community priorities, and facilitates public involvement and participation in key areas of policy development and service delivery. The City Manager proposes policy recommendations to the Council, advises on matters of community interest, and supplies facts and information as appropriate to provide the Council with a comprehensive basis for making decisions and establishing annual goals and priorities for the City. The City Manager also attends and represents the City on various intergovernmental committees ([RCW 35.A.13.080](#)).

The Council evaluates the City Manager's performance on an annual basis, generally in the first quarter of the calendar year, to ensure that both the Council and the City Manager are in agreement about performance and goals based upon mutual trust and common objectives. The Human Resources Director coordinates the evaluation process with the Mayor. The Council discusses the City Manager's evaluation in Executive Session.

2.12 Organization and Procedures of Council

Council Meetings

1. The City Clerk's office prepares a proposed agenda prior to each meeting of the Council. The proposed agenda, together with copies of all information for consideration by the Council at the forthcoming meeting, is posted to the City's website, and each Councilmember will be notified by email when it is available ~~by 4 p.m. the Friday before the meeting.~~
2. The reading of the minutes of the previous meeting shall be dispensed with, provided that such minutes are made available to each Councilmember prior to the meeting, unless the Council directs otherwise. Any amendments or corrections to the minutes are stated and agreed to by the Council.
3. Councilmembers shall attempt to conduct business at all Council Meetings in a manner, which will allow for adjournment no later than 10:00 p.m.
4. *Robert's Rules of Order, revised*, shall govern the deliberations of the Council, except when such rules are in conflict with state law, or ordinances or resolutions of the City ~~or resolution.~~

Standing Council Committees

(Refer Resolutions 1071, 893, 842, 620; also refer to Chapter 7.)

~~The standing committees of the Council and the scope of their jurisdiction are as follows:~~

- ~~1. The Community Relations and Public Affairs Committee is responsible for policy development and review concerning the City's art, cultural, community relations, historic preservation and parks and recreation activities.~~
- ~~2. The Finance and Economic Development Committee is responsible for policy development and review concerning the financial matters of the City. The committee shall periodically review the City's budget and financial status and make recommendations to the Council relating to the City's expenditures and revenues, including the level and appropriateness of various non-utility fees and charges. The committee shall also consider and make recommendations to the Council regarding such other budget, financial and economic development matters it deems appropriate.~~
- ~~3. The Land Use & Environment Committee is responsible for policy development and review of matters referred to the Council by the City's Planning Commission and Thurston Regional Planning Council, as well as urban growth policy, and housing issues. Committee members shall also review matters concerning the environment including stewardship, conservation, regulations, policy, initiatives, and projects.~~
- ~~4. The General Government & Public Safety committee is responsible for policy development and review concerning the general administrative and regulatory functions of the City, including licensing, intergovernmental relations not falling within the jurisdiction of another standing committee, social and health services, library services, and such personnel policy matters as may be properly before the Council. Committee members shall also review public safety matters, including police, fire, criminal justice, dispatch and communication systems, disaster and emergency services, and water safety.~~
- ~~5. The Transportation Committee is responsible for policy developments and review concerning streets, highways, public transit, sidewalks, bicycle routes, traffic safety, rail, parking, and all other transportation matters. The committee shall review and make recommendations to the Council on matters relating to local and regional comprehensive transportation plans, transportation improvement proposals and matters referred to the City by the Transportation Policy Board and the Thurston Regional Planning Council.~~
- ~~6. The Utilities Committee is responsible for policy development and review concerning all City utilities including water, wastewater, stormwater, reclaimed water, and energy related matters. The committee reviews utility comprehensive plans and improvements, existing and proposed utility service delivery areas, boundaries, and issues relating to utility service fees and rates and the boundaries for all proposed annexation areas.~~

Authority of Standing Committees

~~To recognize the relationship between standing committees and the full Council, standing Council committees shall be concerned primarily with policy matters and responsibilities vested in the legislative body of the City. Each committee shall review those policy matters assigned by the terms of Resolution 1071 as may be determined by direction of the Council and shall formulate recommendations to the Council for action. Standing committees are subordinate to the Council and the activities of such committees shall not substitute for Council action, but will be designed to facilitate Council business, unless specific or limited authority is granted by the full Council to conduct business on behalf of the full Council.~~

Appointment of Committee Members

~~The Mayor appoints all members of standing and special committees of the Council, with the approval of the Council. Committee members elect the Chair, who presides over the meeting.~~

Special Committees

The Council may create special committees by motion to accomplish specific tasks of limited duration. The Mayor appoints members of Special Committees of the Council, with the approval of the Council. Committee members elect the Chair, who presides over the meeting.

Committee Meetings

~~All committees should coordinate their activities with one another and with the Council as a whole. The schedule of committee meetings is maintained at City Hall and provided to Councilmembers through regular distributions. All committee meetings are open to the public unless the subject matter at such meeting is one upon which the Council as a whole would meet in Executive Session, pursuant to state law. A Councilmember who is not a member of a particular committee may attend a meeting of that committee, but may not be involved in the committee discussion. Also, that Councilmember should provide sufficient advance notice so that the City can assure compliance with the advance notice provisions of the State Open Public Meetings Act.~~

Committee Reports

~~Committee reports may be oral or in writing. However, when complex or particularly significant action is requested of the Council, a recommendation of a committee should be contained within a written report distributed to Councilmembers prior to Council consideration.~~

Staff Assistance to Committees

~~The City Manager assigns staff assistance to committees, as the committee Chairs may request. If it appears to the City Manager that the amount of staff assistance requested exceeds budget allocations or interferes with the administrative operations of the City, or interferes with established Council priorities, the City Manager shall bring the situation to the attention of the Mayor and Council.~~

Community Involvement

Any standing or special committee of the Council may seek involvement or advice of members of the community through advisory task forces, focus groups, neighborhood or other area meetings, or by such other means as the committee may deem appropriate.

(Refer to Attachment 2.12A – Resolutions 1071, 893, 842, 620; also refer to Chapter 7.)

2.13 Council Committees and Intergovernmental Boards & Commissions

Council Committees

Members of the Council hold Committee meetings on a monthly basis to discuss issues related to community affairs, transportation, finance/economic development, land use, environment, utilities, and general government/public safety. Meeting times and dates are determined by Committee members' meeting schedules, posted on the City's website, and available on the Committee Schedule, which is distributed weekly to Council and staff. Three Councilmembers serve on each committee to discuss emerging issues, review City programs and policies; and provide recommendations to the full Council. Committee issues can be forwarded to regular Council Meetings for action or to a Council Worksession or committee meeting for further review. Generally, audience participation is not allowed during committee meetings, unless permitted by the Chair. *(Refer to section 2.12 Organization and Procedures of City Council and Attachment 2.12A – Resolutions 1071, 893, 842, 620.)*

The Council Committees are:

- Community Relations and Public Affairs
- Finance and Economic Development
- General Government and Public Safety
- Transportation
- Utilities
- Land Use and Environment

Intergovernmental Boards, Commissions, and Ad Hoc Committees

Councilmembers represent the City on regional intergovernmental boards, including boards, commissions, and ad hoc committees, and other regional bodies, to facilitate communication relating to a variety of matters including planning, transportation, utilities, housing, the environment, and social services.

Councilmembers participating in policy discussions at regional meetings represent the consensus of the Council. Personal positions, when given, will be identified and not represented as the position of the City. Councilmembers present reports on intergovernmental boards, ~~commissions, and ad hoc committee~~ activities during ~~regular~~Regular Council Meetings. When an intergovernmental board, commission, or ad-hoc committee addresses a significant issue or key topic (i.e., costs or service impacts to Lacey ~~residents~~community members, Lacey Businesses, Lacey taxpayers, and Lacey Utility customers that are not routine but substantial), the Councilmember assigned to the board, commission, or ad-hoc

committee informs the full Council, and/or invites the agency to a Council Worksession to provide an update on the issue.

Appointments

The Mayor appoints Councilmembers to ~~committees,~~ intergovernmental boards, ~~and commissions.~~ Appointments occur at the beginning of a Mayor's new term and with the approval of the Council Councilmembers provide a list of preferred choices to the newly elected Mayor for consideration at the first Council Meeting in January. The Council confirms these appointments at the following Council meeting in January, after consultation with the full Council. The Mayor makes a good-faith effort to accommodate Councilmembers' preferred choices.

Council appoints a primary delegate and an alternate delegate to each intergovernmental board, commission, and ad hoc committee. Alternate delegates attend meetings when the primary delegate is unable to attend to ensure the City has representation at the meeting. The City Manager assigns and directs staff to serve at regional meetings.

If the primary delegate cannot attend a meeting, they will contact their alternate as a replacement. The primary delegate should notify the alternate as soon as possible when they are not able to attend an upcoming meeting. If no designated representative can attend the meeting, the primary delegate will contact the City Manager's office as notification as well as to coordinate a potential attendee from Council.

If a Councilmember participates in a new Intergovernmental Board or Commission, the Mayor makes an appointment with consent of the Council. Prior to an appointment to a new Intergovernmental Board or Commission, other jurisdictions should be contacted to provide a regional representative. To be recognized as a new Intergovernmental Board or Commission, the body will have one or more elected officials from other jurisdictions other than Lacey.

Intergovernmental Boards ~~& Commissions~~ are as follows:

- Community Action Council
- Economic Development Council
- Emergency Medical Services
- Intercity Transit
- Joint Animal Services Commission
- Lacey South Sound Chamber
- Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board
- Lodging Tax Advisory Committee
- LOTT Clean Water Alliance
- Mayor's Forum
- Nisqually River Council

- Olympia Lacey Tumwater Visitor & Convention Bureau
- Olympic Region Clean Air Agency
- Regional Housing Council
- Solid Waste Advisory Committee
- TCOMM 911
- Thurston County Board of Health (rotating position with other jurisdictions)
- Thurston County Law & Justice Council
- Thurston Regional Planning Council
- Transportation Policy Board

Ad Hoc Intergovernmental Boards & Committees are as follows:

- ~~Lacey South Sound Chamber~~
- ~~Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board~~
- ~~Lodging Tax Advisory Committee~~
- ~~Thurston Chamber Shared Legislative Committee~~
- Thurston County Coalition Against Human Trafficking (TCCAT)
- Thurston Thrives

2.14 Advisory Boards and Commissions

Community members serve on Lacey's Advisory Boards and Commissions in an advisory role and make recommendations on issues related to land use, zoning, social services, parks, library services, and historical matters. Advisory Boards include boards, commissions, committees, and other bodies serving in an advisory capacity to the Lacey City Council. Community involvement is a key element in the Council's decision-making process. The duties and responsibilities of advisory boards ~~and commission~~ members are defined in the Lacey Municipal Code (LMC), the Revised Code of Washington and through intergovernmental agreements. Prior to serving on one of Lacey's Advisory Boards ~~and Commissions~~, the full Council shall confirm all advisory board and commission appointments forwarded by the Mayor.

If a member resigns prior to ~~his/her~~their term expiration, a letter of resignation will be submitted to the Mayor, or City Manager for the Civil Service Commission. If a member serves a complete term and does not seek reappointment, they will be recognized by the Mayor at a ~~regular~~Regular Council meeting. The City Clerk's office coordinates the recruitment process to fill vacancies on Council Advisory Boards and Commissions. Positions are advertised on the City's website, through local media, and by word of mouth. ~~Prior to interviews, copies of applications, letters of interest, and resumes are forwarded to Council to provide an opportunity to comment to the Mayor.~~ Potential candidates are interviewed by the Mayor and staff liaison to the Board/Commission advisory board. The Mayor appoints, subject to confirmation by Council, at ~~the next regular~~a Regular Council meeting, with the exception of the Civil Service Commission.

Codified Advisory Boards and Commissions are defined in the Lacey Municipal Code as City law, or in the Revised Code of Washington as state law. Additionally, the Advisory Boards and Commissions Standards, Protocols, and Ground Rules Handbook is available online.

Planning Commission

The nine-member Planning Commission develops recommendations for long-range comprehensive planning goals and policies in the City and areas outside the City, which may seek annexation. The Planning Commission determines its own meeting times and location.

Reference: [LMC 2.32](#)
Length of Term: Three Years
Term Limit: Two Terms
Number of Members: Nine Commissioners

Residency Requirements: Seven of the nine Planning Commissioners must be Lacey City residents. The remaining two Commissioners may be either Lacey residents or residents of Lacey's Urban Growth Area.

Who Appoints: The Mayor appoints Planning Commissioners, subject to confirmation by the Council.

Historical Commission

The eight-member Historical Commission provides leadership in raising awareness of Lacey's history and preservation of local historic resources. The commission guides creation of public education and interpretive programs, encourages conservation of items and properties that are of historic significance, and reviews nominations to the Lacey Register of Historic Places. The Historical Commission determines its own meeting times and location.

Reference: [LMC 2.42](#)
Length of Term: Three Years
Term Limit: Two Terms
Number of Members: Seven Commissioners, plus one ~~youth~~Lacey Youth Council representative

Residency Requirements: Five of the seven Commissioners (not including the Lacey Youth Council representative) must be Lacey City residents. Two of the ~~seveneight~~ Commissioners must be professionals with a background in history, architecture, planning, or American studies.

The Lacey Youth Council appoints one member to serve as the youth representative to the Historical Commission.

Who Appoints: The Mayor appoints Historical Commissioners, subject to confirmation by the Council. ~~A member of the Lacey Youth~~

~~Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.

Parks, Culture and Recreation Board

The eight-member*~~commission~~ Parks, Culture, and Recreation Board makes recommendations to the Council regarding planning, promotion, acquisition, construction, and development of parks and open spaces, recreation facilities and recreation programs. The Parks, Culture and Recreation Board determines its own meeting times and location.

Reference: [LMC 2.44](#)

Length of Term: Three Years

Term Limit: Two Terms

Number of Members: Seven Commissioners*,₁ plus one Lacey Youth Council youth representative

Residency Requirements: ~~Four~~Five of the ~~five~~seven Commissioners (not including the Lacey Youth Council representative) must be Lacey City residents. ~~One~~Two of the ~~five~~seven Commissioners can be either a Lacey City resident or a resident of Lacey's Urban Growth Area.

The Lacey Youth Council appoints one member to serve as the youth representative to the Parks, Culture and Recreation Board.

Who Appoints: The Mayor appoints Parks, Culture and Recreation Board members, subject to confirmation by the Council. ~~A member of the Lacey Youth Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.

Library Board

The six-member ~~Lacey~~ Library Board, comprised of five general members and one youth representative, assists in facilitating long-range planning for library capital facility needs and recommends building improvements for the Lacey Timberland Library. The Library Board selects its own chairperson and officers from its membership. Lacey's Timberland Library has one of the highest circulations of the 27 libraries in the Timberland Regional Library system. The Library Board determines its own meeting times and location.

Reference: [LMC 2.46](#)
Length of Term: Five Years
Term Limit: Two Terms
Number of Members: ~~_____~~ Five Board Members, plus one ~~youth~~ [Lacey Youth Council](#) representative.

Residency Requirements: Four of the five Board Members [\(not including the Lacey Youth Council representative\)](#) must be Lacey City residents. One of the five Board Members can be either a Lacey City resident or a resident of Lacey's Urban Growth Area.

The Lacey Youth Council appoints a Lacey Youth Councilmember to serve as the youth representative.

Who Appoints: The Mayor appoints Library Board Members, subject to confirmation by the Council. ~~A member of the Lacey Youth Council serves as the Youth Representative, as appointed by the Mayor and confirmed by Council.~~

[The Mayor appoints the Lacey Youth Council member, subject to confirmation by the Council.](#)

Commission on Equity

The eight-member Commission on Equity, comprised of seven general members and one youth representative, work to identify and advance opportunities that will create a more welcoming community, continue critical conversations on race and equity, seek greater participation from underrepresented community members, and identify existing gaps and barriers which could prevent full participation in government and public policy.

Reference: [LMC 2.34](#)
Length of Term: Three Years

Term Limit: Two, if there are no applicants for a vacant term on month prior to the expiration of the term, the incumbent may be reappointed to an additional three-year term.

Number of Members: Seven Commissioners, plus one ~~youth~~ [Lacey Youth Council](#) representative.

Residency Requirements: Commissioners [\(not including the Lacey Youth Council representative\)](#) may be a Lacey City resident or reside within Lacey's Urban Growth Area.

Who Appoints: The Mayor ~~appoints~~ [appoint](#) [Commission on Equity Commissioners](#) ~~members~~, subject to confirmation by [the](#) Council.

~~The~~ [A member of Mayor appoints](#) the Lacey Youth Council ~~serves as the Youth Representative, as appointed~~ [member](#).

subject to confirmation by the ~~Mayor and confirmed by~~ Council.

LEOFF Disability Board (Law Enforcement Officers Fire Fighters)

The 5-member Law Enforcement Officers and Fire Fighters (LEOFF) Disability Board administers LEOFF I benefits and entitlements. The LEOFF Disability Board determines its own meeting times and location.

Reference: [RCW 41.26.110](#)
Length of Term: Two Years
Term Limit: No term limit
Number of Members: Five Board Members

Residency Requirements: Two members must currently serve on the Lacey Council. Two members must be active or retired City law enforcement officers. One member must be from the public at large who resides within the City.

Who Appoints: The Mayor appoints two Councilmembers, subject to confirmation by the Council. Law enforcement officers employed by or retired from the city who are subject to the jurisdictions of the board elect and appoint the two law enforcement Board Members. The remaining Board Members appoint the one at-large Board Member.

Civil Service Commission

By statute, the City Manager appoints members to the Civil Service Commission. The three-member Civil Service Commission adopts rules for the regulation of personnel matters and competitive examinations for classified employees of the Lacey Police Department. It also hears appeals arising from the administration of the Civil Service rules and regulations. The Civil Service Commission determines its own meeting times and location.

Reference: [LMC 2.52.040](#); [RCW 41.12](#)
Length of Term: Six Years
Term Limit: Two Terms
Number of Members: Three Members

Residency Requirements: Civil Service Commissioners may be Lacey City residents or residents of Lacey's Urban Growth Area.

Who Appoints: The City Manager appoints Civil Service Commissioners.

Lodging Tax Advisory Committee (LTAC)

The five-member Lodging Tax Advisory Committee recommends to the Council how best to use lodging tax revenues. Lodging tax revenues are generated through a 4% hotel-motel tax

imposed by the City on each room rental night. The Lodging Tax Advisory Committee determines its own meeting times and location.

Reference: [RCW 67.28.1817](#); [LMC 13.03.045](#)
Length of Term: Three Years
Term Limit: No term limit
Number of Members: Five Members

Residency Requirements: One member must be an elected official of the City, and will serve as Chair. Two Committee Members must represent businesses that collect the lodging tax, and two Committee Members must represent activities authorized to be funded by lodging tax revenues.

Who Appoints: The Mayor appoints Lodging Tax Advisory Committee ~~Members~~members, subject to confirmation by the Council.

Non-codified Advisory Boards ~~and Commissions~~ are *not* enacted as law in the LMC.

Public Facilities District (PFD)

The seven-member Public Facilities District Board has fiduciary responsibility for the appropriate use of sales tax revenue it collects and distributes. The Board meets annually to review financial statements and to issue an annual report to the public on the use of those funds. The Public Facilities District Board determines its own meeting times and location.

Reference: [RCW 82.14.390](#)
Length of Term: Four Years
Term Limit: No term limit
Number of Members: Seven Board Members

Residency Requirements: The Public Facilities District Board must have one member from each jurisdiction, and three regional members.

Who Appoints: Four members are representatives from each jurisdiction (Lacey, Olympia, Tumwater, and Thurston County). The Mayor appoints Lacey's representative, subject to confirmation by the Council. Each jurisdiction appoints their own representative.

Three members are regional representatives, subject to recommendations from local business and community organizations, and appointed by the elected bodies of all four jurisdictions.

Thurston Community Media (TC Media) Board of Directors:

Lacey representatives fill one position and one alternate position on the 15-member TC Media Board of Directors. The Board sets policy for TC Media to assist residents and organizations to communicate information and exchange ideas through the medium of community access television. The TC Media Board of Directors determine their own meeting times and location.

Length of Term: _____ Three Years

Term Limit: _____ No term limit

Number of Members: _____ Fifteen total (One member and one alternate from Lacey)

Residency Requirements: _____ None

Who Appoints: _____ Mayor appoints, subject to confirmation by Council

Removal of ~~Advisory~~ Board/~~Commission~~ Member:

General or ~~youth~~Lacey Youth Council representatives who serve on ~~one of the four~~ LMC codified ~~Advisory~~ Boards ~~and Commissions~~ (e.g., ~~Commission on Equity~~, Historical Commission, Library Board, Parks, Culture and Recreation Board, or Planning Commission) may be removed from the Board or Commission prior to the expiration of their term of office by the ~~Mayor with the approval of the~~ Council for inefficiency, neglect of duty, an unlawful act, or by violation of the protocols of the Lacey ~~Advisory~~ Boards ~~and Commissions~~ Standards, Protocols, and Ground Rules Handbook. The ~~Mayor, with approval of the~~ Council, may ~~also~~ remove a general member or ~~youth representative~~Lacey Youth Council representatives who ~~hashave~~ three or more unexcused absences at regular meetings in a calendar year. Removal should not occur for disagreement with an official recommendation of the Board or its members.

Prior to the decision to remove or not remove a Board or Commission member, the Mayor, or their designee, will conduct a fact-finding process to fully assess ~~and determine~~ whether the Board or Commission member's actions meet the criteria for removal.

(Refer to Chapter 2, ~~Paragraph~~Section 2.15, Appointments to Council Advisory Boards ~~and Commissions~~.)

2.15 Appointments to Council Advisory Boards ~~and Commissions~~

Prior to serving on one of Lacey's Advisory Boards ~~and Commissions~~, the full Council confirms all ~~citizen~~community member representative ~~appointments forwarded~~recommended for ~~appointment~~ by the Mayor. Community members, serving on Lacey's ~~Advisory~~ Boards ~~and Commissions~~, serve in an advisory role and make recommendations on issues related to land use, zoning, social services, parks, library services, equity, and historical matters. Community involvement is a key element in the Council's decision-making process. The duties and responsibilities of advisory boards ~~and commission~~ members are defined in the Lacey Municipal Code (LMC), the Revised Code of Washington and through intergovernmental agreements. (Refer to Chapter 2, ~~Paragraph~~Section 2.13.)

Procedure for appointments to Council Advisory Boards ~~and Commissions~~:

1. All Advisory Boards/~~Commissions~~ are identified as *codified* and *non-codified*.
2. *Codified* Advisory Boards/~~Commissions~~ are defined in the Lacey Municipal Code (LMC) as City law, or in the Revised Code of Washington (RCW) as State law. Terms of office, length of service, and meeting times/days are described in the code.
 - a. Planning Commission (LMC 2.32) 3 year term/2 term limit
 - b. Historical Commission (LMC 2.42) 3 year term/2 term limit
 - c. Library Board (LMC 2.46) 5 year term/2 term limit
 - d. Parks, Culture and Recreation Board (LMC 2.44) 3 year term/2 term limit
 - e. ~~The~~ Commission on Equity (LMC 2.34) 3 year term/2 term limit
 - f. Civil Service Commission (RCW 41.12; LMC 2.52) 6 year term/2 term limit
 - g. Law Enforcement Officers, Fire Fighters (LEOFF) I Disability Board
 - a. (RCW 41.26) 2 year term/no term limit
 - h. Lodging Tax Advisory Committee (LMC 3.03.045) 3 year term/no term limit
3. *Non-codified* Advisory Boards/~~Commissions~~ are *not* enacted as law in the LMC. A description of these Advisory Boards/~~Commissions~~, their terms of office, length of service, and meeting times/days can be found ~~in an informational brochure, Serving on a City Advisory Board or Commission~~ on the City's website, www.CityofLacey.org.
 - ~~a. Thurston Community Media Board (TC Media) no term limits~~
 - ~~b.a.~~ Public Facilities District (PFD) 4 year term/no term limit
4. ~~A candidate must be a resident of Lacey or the urban growth area. See residency requirements listed above.~~ Specific residency requirements are outlined in the LMC or RCW for the Planning Commission, Historical Commission, Library Board, Parks, Culture and Recreation Board, Civil Service Commission, Commission on Equity, and LEOFF Board. ~~There are no other requirements for eligibility.~~
5. Community members cannot serve on multiple Advisory Boards/~~Commissions~~ at the same time.

Recruitment Process

The City ~~Manager's~~Clerk's office ensures that all vacancies are publicly advertised, unless a current list of qualified candidates exist.

1. The City Manager's office announces vacancies to the press, in the ~~local paper, the~~ City's newsletter, Lacey Life, posted on the Lacey website, ~~and at televised Lacey Council meetings,~~ and with other City media platforms.
2. The Mayor and City Clerk determine if applications will be accepted until the vacancy is filled, or if an ending date will be set.

- ~~3. The City Manager's office prints and mails applications and the informational brochures, *Serving on a City Advisory Board or Commission*, year-round.~~

Application Process

1. The City accepts applications year-round.
2. Applicants must submit a completed application form, a letter of interest, and a resume.
3. Staff route original applications to the City ~~Clerk~~Clerk's office. The City ~~Clerk~~Clerk's office distributes copies of the application to the Mayor and appropriate staff.
4. The ~~Deputy~~ City ~~Clerk~~Clerk's office provides a ~~letter~~notification of acknowledgement to the applicant.
5. The Mayor determines the appropriate interview and selection process depending upon the number of applicants, the urgency to fill the vacancy, and the skills, knowledge and abilities required.
6. The ~~Deputy~~ City ~~Clerk~~Clerk's office sends a notification letter to those who applied, but were not selected. Their applications are kept on file for one year.

Appointment Process

1. The Mayor appoints community members, subject to confirmation by Council at a ~~regular~~Regular Council Meeting, or by the City Manager for the Civil Service Commission.

~~Prior to the Council meeting, the Deputy City Clerk forwards copies of applications, letters of interest, and resumes to the Council for review and comment.~~

2. At the Regular Council Meeting appointments are to be considered for confirmation, application materials of appointees are included in the meeting packet for Council review.

- 2.3. Following the appointment of a ~~citizen~~community member to an ~~advisory b~~Board-or ~~Commission~~, the City ~~Clerk~~Clerk's office prepares a letter of appointment for the Mayor's signature.

Recognition Process

1. All members who serve at least one full-term on a ~~Lacey~~ Board-~~or~~ /Commission, receive the *Distinguished Public Service Award* at the end of their service. The award is presented at a ~~regular~~Regular Council Meeting. The City Manager's office orders the plaque and charges the cost to the *Council Special Events* account.

2. ~~On even-numbered years, the Lacey Council hosts~~The City may host an Appreciation DinnerEvent for members of the Council Advisory Boards/Commissions. The City Manager's office coordinates the event, ~~and charges the cost to the Council Special Events account.~~..

~~(Refer to Attachment 2.15A — Application for Appointment to Lacey Council Boards.)~~(Refer to Application for Appointment to Lacey Council Boards.)

2.16 Lacey Youth Council

The Lacey Youth Council serves as an avenue for the Lacey Council to proactively engage with our community's youth and empower Lacey's youth to become future leaders. The Lacey Youth Council serves as an advisory body to the Lacey Council on youth perspectives related to community matters.

Structure

1. The Youth Council is comprised of up to fifteen (15) members recruited from the following organizations: North Thurston ~~High School, River Ridge High School, South Sound High School, Timberline High School, Northwest Christian High School, Pope John Paul II High School~~Public Schools, local private high schools, and home school organizations.
- ~~2. Seven (7) Youth Councilmembers will be juniors or seniors. This requirement may be waved at the discretion of the Mayor of Lacey.~~
- 3.2. The Youth Council selects a Youth Council Mayor and Deputy Mayor from among its members. The Youth Council Mayor and Deputy Mayor must be juniors or seniors with one previous year in Youth Council. School level and previous Youth Council experience requirements may be waived at the discretion of the Mayor of Lacey.
 - ~~a. At the first meeting of the year, Youth Councilmembers will indicate if they are interested in serving as Youth Council Mayor or Deputy Mayor. City staff will present candidate names in alphabetical order for a vote of the Youth Council. The first candidate to secure a majority of votes for each position receives the appointment.~~
 - ~~b. The Youth Council Mayor is responsible for chairing the meeting and ensuring that the meeting follows the set agenda. The Youth Council Mayor also assigns Youth Council members to deliver monthly reports regarding each of the school listed above and other youth events or youth-involved issues to the Lacey Council.~~
 - ~~c. The Youth Council Mayor represents the Youth Council at any outside meetings requiring the attendance of the Youth Council. The Youth Council Deputy Mayor assumes the role of Chair in the absence of the Chair.~~

4.3. All members of the Youth Council have an equal vote.

5.4. Youth Council ~~Members~~members may serve for up to three (3) terms. If a ~~student~~Youth Council member graduates or leaves high school, they are no longer eligible to serve on the Youth Council.

6.5. The Youth Council ~~utilizes and follows~~tries to use Robert's Rules of Order.

~~7. Youth Council in coordination with City personnel will create a year-long workplan for the Youth Council.~~

8.6. ~~City personnel~~City staff will conduct ongoing civic educational sessions and trainings throughout the duration of the year.

Meeting Times

1. The Youth Council typically meets ~~at least~~ twice a month during the school year or from September to June. Meetings ~~will~~typically include one Regular Meeting and one Worksession meeting. Youth Councilmembers may attend meetings remotely if they cannot make the meeting in-person, if feasible.

~~2. Youth Council Regular Meetings will be held on the first Tuesday of the month at 5 p.m.~~

~~3. Youth Council Worksession meetings will be held prior to or following the Youth Council's monthly reports to the Lacey Council on the second Thursday of the month.~~

4.2. All Youth Council Regular and Worksession meetings are limited to two (2) hours.

5.3. The Youth Council may schedule additional Youth Council meetings, events, and activities, as needed. Youth Council Special meetings, events, and activities may exceed two (2) hours.

4. Youth Council members must notify designated City staff if they are unable to attend a Regular Meeting, Worksessions, Special meetings, events, or activities.

Representation on Lacey Council Advisory Boards ~~and Commissions~~

1. Four (4) Youth Councilmembers that are junior or seniors will serve as the Youth Representatives to one of the following City Advisory Boards~~and Commissions~~:

- a. Historical Commission;
- b. Parks, Culture and Recreation Board;
- c. Library Board; and

d. Commission on Equity.

~~2. At the first meeting of the year, Youth Councilmembers will indicate if they are interested in serving as the Youth Representative to a Lacey Advisory Board. City staff will present candidate names in alphabetical order for a vote of the Youth Council. The first candidate to secure a majority of votes for each position receives the appointment.~~

~~2. Youth Representatives to City Advisory Boards will be confirmed by the Lacey City Council.~~

Council Interaction

~~1. One (1) Lacey Councilmember will serve as a liaison to the Youth Council for the duration of the Youth Council year.~~

~~2.1. All other Lacey Councilmembers will be assigned at minimum one (1) Youth Council meeting to attend during the year.~~

~~3.2. Once a month, selected Youth Council members will deliver a report to the Lacey Council during the second Lacey Council Meeting of that month.~~

Projects

1. The Youth Council will pursue at minimum one (1) public service and community engagement project during the year.

~~2. Three (3) Youth Councilmembers that are junior or seniors will serve as Project Managers for Youth Council Projects.~~

~~3.2. Youth Council may participate in other volunteer and engagement efforts, such as but not limited to:~~

~~a. providing support for City events; and~~

~~b. attending Youth Action Day or other leadership summits.~~

Recruitment

1. The City will coordinate with North Thurston Public Schools, ~~Pope John Paul II, Northwest Christian High School~~local private schools, and home school organizations to promote the Youth Council and solicit applications to the Youth Council.

~~2. Youth Councilmembers will help with Youth Council recruitment efforts.~~

~~3. Recruitment efforts begin in March of each year.~~

Selection Process

1. Applicants must be in their freshman, sophomore, or junior year at the time of application.
2. The City Mayor reviews all applications and selects candidates for interview. The interview panel consists of the City Mayor, City staff, and if possible, former members of the Youth Council.
3. After candidate interviews, the City Mayor selects individuals to recommend to the full Lacey Council for service on the Lacey Youth Council. Lacey Council will confirm the selection of Lacey Youth Councilmembers.
4. Once confirmed to the Lacey Youth Council, the City will notify the selected individuals of meeting times, training requirements and next steps.

Replacement Process

1. If a member of the Youth Council resigns, moves, graduates from high school, or is removed due to behavior, or conduct then the vacated position will be filled as soon as possible.
2. If a member of the Youth Council ~~fails to attend~~ is unexcused or absent for a total of three (3) consecutive meetings, ~~regardless if the meetings are consecutively missed,~~ without being approved by appropriate City ~~personnel, those members will be removed from the Youth liaison, the City~~ Council: may remove this member. The vacated position will be filled as soon as possible.
3. Previous eligible applicants will receive notification of the vacancy and recruitment activities ~~take place~~ to fill the position. The ~~Lacey~~ City Mayor reviews potential candidates and ~~appoints~~ recommends an individual to be appointed by the City Council to the vacated the position. ~~Where possible, the Lacey City Mayor backfills the position with a candidate from the origin school of the departing Youth Councilmember.~~

2.17 Advisory Board Stipend Program

This program is to offset incurred expenses for participating on City advisory boards, e.g., expenses incurred for travel, parking, internet, childcare, etc. These necessary expenses may present barriers to participation for community members.

This program is not compensation or payment for services but is a nominal fee to cover expenses that are necessarily incurred incidental to the volunteer activity performed by advisory board members.

Advisory board members remain volunteers and are not employees of the City.

Definitions

“Meetings” mean all regularly or special scheduled advisory board public meetings and joint public meetings between the advisory board and the City Council. “Meetings” do not include informal discussion or planning sessions with City staff. “Meetings” do not include engagement activities.

“Opt-in” means the voluntary enrollment of an advisory board member in the Advisory Board Stipend Program. To opt-in, advisory boards members would have to complete all necessary forms as determined by the City Manager. Advisory board members will have the ability to opt-in within 60 days of appointment or annually from January 1 to February 28.

Budget Appropriation

This program is dependent on receiving funding through the budget process. If unfunded, Section 2.17 is not in effect.

Program Scope

This program applies to the following advisory boards:

- A. Park, Culture, and Recreation Board ~~of Park Commissioners~~
- B. Civil Service Commission
- C. Commission on Equity
- D. Historical Commission
- E. Law Enforcement Officers & Fire Fighters (Disability Board)
- F. Library Board
- G. Planning Commission
- H. Youth Council
- I. Lodging Tax Committee
- J. Ad hoc advisory boards or task forces created by the ~~Lacey City~~ Council

This program does not apply to ~~City~~ Councilmembers or current City employees serving on any of the above listed advisory boards.

Stipends Amounts

Advisory board members must opt-in to the program to receive the following stipends:

- A. \$50 per meeting attended per person, whether virtually or in-person.
- B. Lacey Youth Council members serving as Youth Representatives to the Library Board, Commission on Equity, Parks, Culture and Recreation Board, and Historical Board will receive \$50.00 per Library Board, Commission on Equity, Parks, Culture and Recreation Board, and Historical Board attended, whether virtually or in-person.
- C. No advisory board member may receive more than \$500.00 annually (from January to December) as part of this program.

The City shall provide stipends to advisory board members at an interval determined by the City Manager's Office, but distributed no fewer than four (4) times annually. All stipends will comply with applicable federal tax requirements.

Benchmarks

The City shall determine reporting metrics for this program and provide an annual review of the program to the ~~Lacey City~~ Council. Due to advisory board term lengths and various term limits, impacts of the program may not be discernable immediately.

Implementation

The City Manager's Office will work with the City Clerk's Office, advisory board staff liaisons, and the Finance Department to establish a reporting process for the program, including the development of an attendance verification system to document meeting attendance.

~~Amendments: August 19, 2021~~

- ~~Resolution No. 1107~~
 - ~~Section 2.16 – Lacey Youth Council~~
 - ~~Section 5.13 – Naming of Public Parks, Trails, Parkways, etc.~~
 - ~~Section 5.14 – Naming of Historical Building~~

~~Amendments: March 2, 2023~~

- ~~Resolution No. 1120~~
 - ~~Section 2.14 Advisory Boards and Commissions~~
 - ~~Section 2.15 Appointments to Council Advisory Boards and Commissions~~
 - ~~Section 2.16 Lacey Youth Council~~

~~Amendments: October 5, 2023~~

- ~~Resolution No. 1138~~
 - ~~Section 2.17 Advisory Board Stipend Program~~

CHAPTER 3

Administrative Support to the Council

3.01 Staff/Clerical Support

The City Manager's office provides administrative support to members of the Council. Administrative support includes, but is not limited to:

- scheduling of appointments
- receipt of telephone messages and ~~citizen~~community member requests
- processing mail, travel, and training arrangements
- managing correspondence
- copying and printing as needed

Sensitivity to the workload of support staff members is appreciated. If requested tasks require significant time commitments, Councilmember's should direct their requests to the City Manager.

The City Manager's office manages the Mayor's calendar and coordinates invitations and requests for the Mayor's attendance at ceremonial functions and events.

3.02 Office Equipment

Councilmembers have access to the use of City equipment for City-related business. Computers, copiers, printers and faxes are available for use. All City policies related to information services shall apply.

3.03 Information Technology

The Information Services (IS) division provides technical support in a limited capacity for ~~the computer/printer in the Council workroom, and to assist with accessing email on the City server.~~ Council tech-related equipment.

3.04 Meeting Rooms

The Council Workroom, located in the City Manager's area, provides a quiet working environment and meeting area for Councilmembers. ~~The room is equipped with a printer, telephone and reference materials.~~ The Council Chambers is the official meeting room of the Council and is located adjacent to the Council lobby. Regular Council Meetings, and Worksessions ~~and Committee Meetings~~ are primarily held in the Council Chambers.

3.05 Mail and Deliveries

The City Manager's office coordinates the delivery of mail to the Council. Individual mailboxes are located in the Council workroom, and Council is encouraged to check their mailboxes regularly. ~~Staff delivers uncollected mail to Council each Thursday at the Council Meeting or~~

~~Council Worksession.~~ If information is time sensitive, staff notifies Council using a prompt means of delivery (e.g., via email, phone, or text messages.).

Electronic meeting packets for Regular Council Meetings, and Worksessions ~~and Committee Meetings~~ are posted on the City's website by 4:00 pm the Friday before a meeting. In some limited cases, this timeline may be extended by the City Manager. Staff notifies Council ~~by email~~ when the meeting packets are available electronically.

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CHAPTER 4

Financial Matters

4.01 Budget

The City prepares annual operating and capital budgets on a calendar year basis. The operating budget is prepared each year. With Council approval, the City Manager may, submit a biennial budget. There are several phases in the City's budget cycle:

June through September - Development and Preparation

1. The City Manager and Finance Director issue a *Call to Budget* to Department Directors.
2. Each department develops and submits their budget requests to a Budget Review Team, composed of the City Manager, Assistant City Manager, and Finance Director.
3. The Budget Review Team balances projected revenue and projected expenses, and develops the City Manager's proposed budget.
4. The Budget Review Team briefs the ~~Finance Committee~~Council during this process.

October and November - Review

1. The City Manager presents the Annual Operating Budget to the Council no later than the first Tuesday in November.
2. The Council reviews the City Manager's proposed budget, holds a public hearing, and makes budget adjustments.
3. The public hearing occurs in November to receive public input on the proposed budget.

December - Adoption

1. The Council adopts the annual budget for the next fiscal year.
2. The Council must balance and adopt the Annual Operating Budget prior to December 31 of the preceding year.

Implementation

After adoption of the Annual Operating Budget, the City immediately implements services approved for funding in the next fiscal year.

Monitoring

The City Manager and Finance Director monitor revenues and expenditures throughout the year to ensure that funds are used appropriately. The Finance Director submits a Quarterly Financial Report to the City Manager, ~~the Finance Committee~~, Council and Department Directors.

Evaluation

The State Auditor performs audits on specific topics at their discretion. The State Auditor's Office conducts financial and compliance audits. The Finance Department produces Comprehensive Annual Financial reports.

4.02 Council Compensation

The Council establishes rates of compensation that are subject to certain Washington state laws. Compensation helps fund expenses that Councilmembers may incur in the course of fulfilling their duties. The compensation for each Councilmember elected to office from 2007 to present is \$1,025 per month. On each calendar year, the monthly sum increases by \$50. The Mayor receives an additional \$225 per month. The Deputy Mayor receives an additional \$115 per month ([LMC 2.10](#)).

4.03 Financial Disclosure

Candidates for the office of Councilmember must file a financial disclosure statement with the State Public Disclosure Commission within two weeks of filing a nomination paper. When appointed to fill a vacancy on the Council, the appointee must file a financial disclosure statement with the Commission, covering the preceding 12-month period, within two weeks of appointment. Councilmembers must file a financial disclosure statement with the Commission on an annual basis after January 1 and before April 15 of each year covering the previous calendar year. Councilmembers whose terms expire on December 31 shall file the statement for the year that ended on December 31. Statements filed in any of the above cases will be available for public inspection. Failure to file or filing a false incomplete financial disclosure statement, if done knowingly, is a Class I misdemeanor ([RCW 42.17A.750](#)).

4.04 Council Professional Development and Training

The City's annual operating budget includes appropriations for expenses necessary for Councilmembers to undertake official City business. Funding provided includes membership in professional organizations, attendance at conferences, or educational seminars, and purchase of publications and office supplies. The City Manager's office processes purchases, subscriptions and registrations. (Refer to Chapter 4, [ParagraphSection 4.07 – Allocation of Annual City Council Travel and Training Budget](#).)

4.05 Gift of Public Funds

Article 8, section 7 of the Washington constitution prohibits the City from giving money or property, or lending money or credit, except for the necessary support of the poor and infirm. Most commonly referred to as "the gift clause," it reads as follows:

No county, city, town or other municipal corporation shall give any money, or property, or loan its money, or credit to or in aid of any individual, association, company or corporation, except for the necessary support of the poor and infirm, or become directly or indirectly the owner of any stock in or bonds of any association, company or corporation.

Staff and ~~elected officials~~Councilmembers must carefully scrutinize transactions in which the City allocates funds, gives property or lends money or credit in light of the restrictions concerning the gift of public funds.

4.06 Fiscal Policies

The stewardship of public funds, their safe-keeping, proper use and management, is one of the greatest responsibilities entrusted to officials and managers of the City. The establishment and maintenance of wise fiscal policies enables City officials to protect public interests and ensure public trust.

This document defines financial practices and policies to be used by the City to meet its obligations and operate in a financially prudent manner.

The fiscal policies of the City are to provide a sufficient financial base and the resources necessary to sustain a high level of municipal services to ensure public health, safety, and welfare while maintaining its physical infrastructure and promoting the social well-being of the ~~citizens of the City. (Refer to Attachment 4.06A, Fiscal Policies.)~~community members of the City. (Refer to Resolution 945.)

4.07 Allocation of Annual Council Travel and Training Budget

It is the intent of the Council that each member takes advantage of training and professional development opportunities to broaden their understanding of municipal government and enhance their role as an elected City official. To that end, funds are budgeted annually to accommodate reasonable travel for conferences, seminars, workshops, and other training opportunities for each Councilmember. Councilmembers are encouraged to attend events sponsored by Association of Washington Cities (AWC), National League of Cities (NLC), or similar local government associations, including conferences, seminars, legislative meetings, and training programs. (Refer to Chapter 4, Paragraph Section 4.04.)

Funds allocated to Council travel and training shall be distributed equally by Council position to adequately allow a Councilmember to attend two conferences annually. In addition, adequate funds will be budgeted annually to accommodate travel by the Mayor or other selected Councilmember to meet with the City's congressional delegation to discuss community needs.

Councilmembers shall determine which conferences they wish to attend during the calendar year, as well as a good faith estimate of total training and travel costs by the first Council Worksession of March. If a Councilmember's travel request is lower than their budgeted funds, their remaining funds will be distributed to other Councilmembers whose travel requests are higher than their budgeted funds. Any remaining funds not allocated towards training and travel during the March Worksession shall be held in reserve to cover additional training or travel requests from Councilmembers.

If a Councilmember wishes to attend additional conferences or trainings during the calendar year, they must present their proposal ~~to the General Government Committee for recommendation to be approved by the Council~~ consideration. Approval is granted by a majority vote of the Council.

If there are not adequate funds for each Councilmember to attend two conferences, the Council may propose a budget amendment to cover the additional costs.

The City Manager's office coordinates registration and travel arrangements for the Mayor and Councilmembers.

Travel authorization and expenditures for Councilmembers requires approval of the Mayor. Travel authorization for the Mayor requires approval by the Deputy Mayor.

All travel and training are subject to City policy.

~~*(Refer to Attachment 4.07A – Reimbursement for Expenses Incurred in the Conduct of City Business; also refer to Chapter 4, Paragraph 4.04.)*~~

~~*(Refer to Reimbursement for Expenses Incurred in the Conduct of City Business; Refer to Chapter 4, Section 4.04.)*~~

CHAPTER 5

Communications

Perhaps the most fundamental role of a Councilmember is communication. Good communication helps build trust, promotes confidence, improves performance and teamwork, and minimizes surprises.

The Council communicates with the public to assess community opinions and needs, and to share the vision, goals, and priorities for the City. Communication with staff provides policy direction, promotes teamwork and informed decisions, and provides an understanding of the implications of policies.

Since the Council performs as a body (that is, acting based on the will of the majority as opposed to individuals), it is important that general guidelines be understood when speaking for the Council. Equally important, when Councilmembers are expressing personal views and not the position of the Council, the public should be so advised.

5.01 Council Correspondence

The Mayor is typically charged with transmitting the City's position on policy matters to outside agencies on behalf of the Council. The City Manager assists in preparing the correspondence. Individual Councilmembers may occasionally prepare letters for constituents in response to inquiries, or to provide requested information. City letterhead is available for this purpose, and staff can assist in the preparation of such correspondence.

Generally, ~~citizen~~community member concerns addressed to the Council are forwarded to the appropriate staff person to prepare a response and to address the concern where possible. A copy of the initial request will be included with the response and distributed to each Councilmember. Correspondence addressed to one ~~councilmember~~Councilmember will be copied to all Councilmembers.

If any Councilmember receives an email sent directly to ~~his/her~~their address, they are not required to share their response with the full Council. However, if they decide to share the email, they should forward a copy to the generic council email address at council@ci.lacey.wa.us for distribution by the City Clerk~~Manager's office~~ to the full Council.

5.02 Public Communication

On occasion, Councilmembers may wish to share an opinion on an issue on which the Council has yet to take a position, or about an issue for which the Council has no position. In these circumstances, individual Councilmembers should clearly indicate they are not speaking for the Council as a whole, but as individuals. It is not appropriate to use City letterhead or Council titles for personal or political purposes.

5.03 Public Notices and Legal Publications

The City ~~Clerk~~Clerk's office publishes public notices ~~related pursuant to state law, e.g., to public hearings, special council meetings, budget approval, annexations, and street vacations in the legal section of the local paper, and on the City's website at, see: CityofLacey.org under News & Events/Public Notices.~~ <https://cityoflacey.org/public-notice/>.

The City ~~Clerk~~Clerk's office publishes adopted ordinances ~~in the legal section of the local paper pursuant to state law and~~ in compliance with [LMC 1.08](#) ~~on the Monday following Council action.~~ Five business days after publication, the ordinance becomes law.

5.04 Press Releases

The Public Affairs Department is responsible for the majority of press releases issued by the City related to a specific event, action or announcement. The Council receives copies of all City-related press releases. If an issue is time sensitive or of significant importance, Councilmembers will be contacted directly by the City Manager or their designee.

5.05 City Website

The Public Affairs Department ~~and Information Services (IS) division are~~is responsible for the management of the City's website at CityofLacey.org. The website offers another resource for the City to communicate with ~~its citizens community members.~~ Information about council meetings, ordinances, resolutions, minutes, council issues, and contact information is available on the ~~Council~~ homepage. Council meeting agendas and draft minutes are posted on the City's website each Friday afternoon prior to the meeting. Minutes are not official until approved at a subsequent Council meeting.

Each Councilmember has the opportunity to post a biographical page on the City's website. Councilmembers should submit their biographical information and areas of focus to the ~~Assistant City Manager~~Manager's office for review.

The City website will not be used in support of or opposition to a ballot measure or campaign for election of an individual to public office.

5.06 Council Resolution on Public Issues

At times, local ballot measures and state-wide ~~citizen~~ initiatives may be placed on a ballot that affects Council policy. There are restrictions regarding what actions the City may take on ballot measures. Specifically, state statutes prohibit the use of City personnel, equipment, materials, facilities or other resources to influence the outcome of an election. The Council, however, may take a position on certain ballot measures in accordance with Council Policy. ~~(Refer to Chapter 5, Paragraph 5.07, and Attachment 5.07A, Requesting Council Resolution on Public Issues.)~~

~~5.07 Requesting Council Resolution on Public Issues~~

~~As issues arise, individual community members or groups request Council to take official action as Lacey's governing body in support of or in opposition to issues of interest to them. This section establishes policies and procedures for addressing when and under what circumstances the Council will take such official action.~~

—
Council will consider requests to take official action in support of or in opposition to specific issues when:

1. The issue in question has direct financial or policy implications for the City as a governmental organization; or
2. The issue in question has a direct economic or substantive impact on the Lacey community and is of importance and interest to a broad cross-section of Lacey residents; and
3. The issue in question is one that is appropriately addressed by the Council as opposed to another governing body such as the county, state, or federal government; or when the issue is one that is more appropriately addressed in the courts or through public election.

Procedure

1. The individual or group(s) making the request should be Lacey residents. An individual or group making such request should be based in Lacey.
2. It is generally the policy of the Council that actions requested on issues of a controversial, political, or divisive nature are appropriate to address only where there is an important and vital community interest to be served by doing so.
3. The City's determination regarding requests for official positions on ballot measures will be in accordance with RCW 42.17A.555 *(to actually vote upon a motion, proposal, resolution, order, or ordinance, or to support or oppose a ballot proposition so long as (a) any required notice of the meeting includes the title and number of the ballot proposition, and (b) members of the legislative body, members of the board, council, or commission of the special purpose district, or members of the public are afforded an approximately equal opportunity for the expression of an opposing view).*
4. The person(s) making the request must submit a completed *Application Requesting Council Action on a Resolution*, supply a copy of the ballot proposition, and provide supporting documentation, materials, and other pertinent information relative to the action requested of the Council.
5. Requests must be made at least six weeks prior to the requested Council action date, if any, unless waived by the General Government & Public Safety Committee.
6. The correspondence and associated materials will be reviewed by the General Government Committee whose recommendation regarding the request along with all appropriate materials and information will be forwarded to full Council.
7. The City Manager's office will notify the individual or group(s) making the request of the Committee meeting date and time. Where possible and practicable, the Committee strives to obtain information from the opposing point of view, and where appropriate will also invite certain representatives of said opponents to the Committee meeting.

- ~~8. The Committee first reviews the request to determine if it meets the policy requirements and guidelines established in this policy.~~
- ~~9. The Committee then reviews the request along with pertinent materials and information to determine if this is a matter they wish to recommend to the full Council for consideration. If so, a report on the matter, along with the recommendation, will be forwarded to the Council.~~
- ~~10. If the Council decides that it will act on the recommendation, a resolution will be prepared by the City Attorney for consideration at a subsequent Council Meeting. If the Council decides that it is appropriate to officially consider the request, the City Clerk advertises an open public meeting on the matter including the title and number of the ballot proposition.~~
- ~~11. If the Committee determines that it will not recommend official action on the request, the proponents will be so notified, and, a report on the matter will be presented to the Council for their consideration at the next appropriate meeting.~~

~~(Refer to Attachment 5.07A - Application Requesting Council Position on Public Issues; also refer to Chapter 5, Paragraph 5.06.)~~

5.085.07 Council Proclamations

Proclamations are issued by the Mayor as a ceremonial commemoration of an event or issue. Proclamations are not statements of policy and do not require the approval or action of the Council. (Refer to Chapter 5, ~~Paragraph~~Section 5.09, and Attachment 5.09A, Reviewing Public Requests for Proclamations.)

5.09 Reviewing ~~08~~ Public Requests for Proclamations

The Council will consider requests from the public to proclaim certain events or causes, when such proclamations positively impact the community and convey an affirmative message to Lacey community members. Proclamations that are political in nature, that are controversial, or that likely would not enjoy a high level of community interest and support, are discouraged.

Procedure

1. The person(s) or organization making the request should be a Lacey ~~resident(s); community member.~~
2. The request should be made at least four weeks in advance of a regularly scheduled Council meeting.
3. ~~A local citizen~~The person(s) or organization representative should ~~agree to~~ be in attendance to accept the proclamation.
4. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet its requirements, needs, or policy determinations.
5. The City retains the right to decide if the proclamation will be issued or not.

6. The person(s) making the request must submit a completed ~~Application Requesting a City Proclamation~~ and submit a copy of Application Requesting a City Proclamation found on the proposed proclamation. A sample proclamation is attached to the application to provide format suggestions. City's website, CityofLacey.org/government/lacey-city-council/proclamation-request-form/
7. ~~The Mayor,~~ City Manager ~~and/~~ or ~~staff~~ designee, will determine if the proposed proclamation meets the intent of this policy. When there is uncertainty in making this determination, ~~the Mayor~~ City Manager, or designee will consult with the ~~General Government Committee~~ full Council for their guidance.
8. Once approved, the proclamation will be added to the appropriate Council agenda.
9. If not approved, the applicant will be notified of the decision and the reason(s) for the decision.

(Refer to Attachment 5.09A – ~~Application Requesting a City Proclamation~~; Application Requesting a City Proclamation; also refer to Chapter 5, ~~Paragraph~~ Section 5.08.)

5.1009 Public Records Act

The following guidelines are provided to help ensure that communications submitted to and by elected and appointed officials comply with the State Public Records Act, [RCW 42.56](#) and the State Open Meetings Act, [RCW 42.30](#), the following guidelines exist:

General Communications

All letters, memoranda, and electronic communication (e.g., email, text, social media) involving Councilmembers, the subject of which relates to the conduct government or the performance of any governmental function, with few exceptions as stated by the [Public Records Act](#), are public records.

Written Communications

Written letters and memoranda received by the City, addressed to Councilmembers, will be distributed to Council and a copy kept in accordance with the City's Record Retention Schedule.

Electronic Communications

Messages that relate to the functional responsibility of the recipient or sender as a public official constitute a public record. Such records are subject to public inspection and copying.

Electronic communications that are intended to be shared among four or more Councilmembers, whether concurrently or serially must be considered in light of the ~~Open Public Meetings Act~~ Open Public Meetings Act. Electronic communications should be restricted to providing of informational only items, or information such as materials for later

review or notice of a potential new agenda item. Responses to such electronic communications should be limited to ensure that Council business is conducted only at its scheduled meetings. Discussion of City business by a majority of the Council must be conducted in an open meeting. If the intended purpose of the electronic communication is to have a discussion that should be held at an open meeting, the electronic discussion should not occur. The use of electronic communication to form a collective decision of the Council is inappropriate and violates the Open Public Meeting Act.

Electronic communications should be used cautiously when seeking legal advice or to discuss matters of pending litigation or other “confidential” City business. In general, electronic communication is discoverable in litigation. Confidential electronic communications should not be shared with individuals other than the intended recipients, or the attorney-client privilege protecting the document from disclosure may be waived.

City phones and other devices are not appropriate for personal use. Conversely, Councilmembers should not use personal devices to transmit official **electronic** communications. Electronic messages on a Councilmember’s private device pertaining to City business may be considered open to public disclosure, and may not be deleted.

The City Clerk is the City’s official Records Officer, and as such, is available to assist with public records requests. Online public records request forms are available at the City’s website at CityofLacey.org / Popular Forms/Public Records Request.

5.1110 Social Media

This policy establishes a formal process and standards for the use of social media by ~~Elected Officials (Mayor and Councilmembers)~~ in their official capacity. The purpose of social media platforms owned or maintained by the City for ~~Elected Officials~~Councilmembers is to provide a limited forum for ~~Elected Officials~~Councilmembers to communicate with their constituents and members of the public regarding subjects directly related to the City and the Lacey community.

The provisions of this policy shall apply only to social media sites/tools owned or maintained by the City, including sites/tools established by the City for ~~elected officials~~Councilmembers. It is primarily each ~~Elected Official's~~Councilmember's responsibility to ensure compliance with this policy.

It is the city’s preference and intent that ~~elected officials~~Councilmembers only use social media sites/tools owned or maintained by the City to communicate in their official capacity. The use of private social media sites/tools for this purpose is strongly discouraged. ~~The City asks that elected officials~~

The City asks that Councilmembers notify the City Manager, or designee, of social media sites/tools used by Councilmembers as a limited forum to communicate with their constituents and members of the public regarding subjects directly related to the City and the Lacey community. The City Manager, or designee, may request capturing these accounts with City-approved archiving programs to retain potential City records.

The City asks that Councilmembers include the disclaimer in **Exhibit B** on personal social media accounts or pages to avoid confusion and potential violations of open government requirements. The City also asks ~~elected officials~~Councilmembers to include information on any private accounts directing visitors to their official city page for city related business.

Definitions

“Chat” or “Messenger” is a feature that allows instant messages to be sent.

“Comment” is a response to a post, an article, or other social media content submitted by a visitor.

~~“Elected Officials” includes Mayor, Councilmembers, and any staff working on an Elected Official’s behalf to represent them, using a social media platform.~~

“Reacting” is a feature that allows users to show their reaction to specific comments, pictures, wall posts, statuses, or fan pages. The “reaction” button allows users to show a range of responses, such as their appreciation, dislike, or other emotion for content without having to make a written comment.

“Post” is an original entry onto a social media platform.

“Sharing” is to relay a previously created post onto a different social media site.

“Social Media” are third-party hosted online technologies that facilitate social interactions and dialogue. These online technologies are operated by non-city hosted services and may be used by the ~~Elected Officials~~Councilmembers to communicate with the public. Such third party hosted services/tools may include, but are not limited to: ~~social networking sites (Facebook, Linked-In), micro-blogging tools (LinkedIn, Twitter, Instagram, Snapchat), audiovisual networking sites (, YouTube, Vimeo), and blogs (Wordpress, TumblrWordPress, etc-).~~

“Tagging” is a mechanism of linking a person, page, or place to a post.

“Visitor” is a person who views ~~an Elected Official’s~~a Councilmember’s social media site.

General Policy

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts and comments should model the same professional behavior displayed during Council Meetings and community meetings.

Social media are not to be used by ~~Elected Officials~~Councilmembers as mechanisms for conducting official city business other than to informally communicate with the public. Examples of business that may not be conducted through social media include: making policy decisions, official public noticing, and discussing confidential City matters that have not been approved for release to the public. ~~Elected Officials’~~Councilmembers’ social media site(s)

should contain links directing users back to the City's official website for in-depth information, forms, documents, or ~~online~~ services necessary to conduct official city business.

Administration, Enforcement and Dispute Resolution

The City Manager, ¹ or designee, ¹ shall have primary responsibility to administer and enforce the provisions of this policy with respect to social media sites/tools owned or maintained by the City.

The City Manager, ¹ or designee, following consultation with the City Attorney, may cause categories of official City social media applications, tools, or sites to be permanently or temporarily discontinued if they are not or cannot be used in compliance with this policy. The City Manager or designee shall exercise such discretion in a viewpoint-neutral, evenhanded, and non-arbitrary manner.

Content Restrictions—Ethics and Elections Rules of Compliance

All content posted on individual ~~Elected Officials'~~Councilmember's social media sites shall comply with applicable Council Rules of Procedures, City ordinances and administrative rules, and Washington State law regulating public agencies and elected officials.

Social media accounts/platforms owned or maintained by the City shall not contain posts, comments, or links to any content that supports or opposes political candidates or ballot propositions, including, without limitation, links to ~~an Elected Official's~~a Councilmember's campaign site.

For social media accounts that are owned or maintained by the City, no content that promotes or advertises commercial services, entities, or products may be posted.

~~Elected Officials~~Councilmembers will not post or release proprietary, confidential, or sensitive information on social media sites in a manner that violates applicable state law, including, without limitation, [RCW 42.23.070](#) – Prohibited Acts.

Public Records Act Compliance

Content maintained in a social media format, whether on a city-owned account or personal account, that is related to City business, including communication between an individual ~~Elected Official~~Councilmembers and constituents or the general public, and a site's listing of "friends" or "followers," may be considered a public record subject to disclosure under the state Public Records Act.

State and local records retention laws and schedules apply to social media content. All social media content that is required to be retained shall be maintained for the legally required retention period based on the subject matter of the content. Social media accounts owned or maintained by the City, will be retained through the City's archiving system.

Any social media tools used should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act, ~~RCW~~

~~42.56-RCW 42.56.~~ If it is not possible to display this notice prominently on the site, ~~Elected Officials~~~~Councilmembers~~ should notify users by including a link from the site to the Public Records Act notice set out in **Exhibit A**, notify new users via response to posts, and/or periodically notify existing users via broadcast message.

Users of, and visitors to, social media sites shall be notified that public disclosure requests must be directed to the appropriate City Public Records Officer pursuant to the City's Public Records Disclosure Policy.

Councilmembers should avoid using their official city account or page to comment on another social media accounts because those comments may not be captured for public records purposes.

Open Public Meetings Act and Appearance of Fairness Doctrine Compliance

Communication between Councilmembers via social media, as with telephone and email, may potentially constitute a "meeting" under the Open Public Meetings Act, Chapter [42.30 RCW](#).

For this reason, Councilmembers are prohibited from participating in social media discussions/threads regarding City business that involve a quorum of ~~Council Members~~~~Councilmembers~~, and are strongly discouraged from "friending" of "following" other Councilmembers or reacting to other Councilmember's posts.

In addition, receiving or making posts or comments regarding quasi-judicial matters via social media may violate Council Policy and [Chapter 42.36 RCW – the Appearance of Fairness Doctrine](#). To avoid receiving any comments on pending quasi-judicial matters that may violate the Appearance of Fairness Doctrine, Councilmembers are strongly encouraged to maintain social media sites with settings that can restrict users' ability to post content.

Content Guidelines and Restrictions

For social media sites/tools owned or maintained by the City, users and visitors of social media sites who submit comments should be clearly notified that the intended purpose of the site is to serve as a mechanism for informal communication between ~~Elected Officials~~~~Councilmembers~~ and the public regarding the City-related topics discussed. If the public is allowed to post comments to an ~~Elected Official's~~~~Councilmember's~~ site, the Use Policy set out in **Exhibit A** must be displayed or made available by hyperlink.

Councilmembers are not allowed to post links to their personal social media accounts or "cross-post" between personal and official city accounts.

Any content removed in compliance with the Use Policy must be retained, including the time, date, and identity of the poster when available, to the extent required by law. See above Records Act Compliance.

Equal Access

~~Elected Officials~~Councilmembers are discouraged, in their official capacity, from posting or commenting on social media sites that require membership or subscription. When posting information or soliciting feedback on such a site, ~~Elected Officials~~Councilmembers should always provide an alternate source for the same information or mechanism for feedback on the City's public ~~web site~~website, so that those who are not members of the social media site may have equal access.

Exhibit A – Disclaimer for Official City ~~Elected~~Councilmember Official Accounts

- The views expressed represent the views of the author and may not reflect the views of the Lacey Council.
- Responses to this communication by other Councilmembers may be limited by the provisions of the Open Public Meetings Act under which a policy discussion must be held in an open public meeting if a quorum of the Council participates.
- Posts, comments, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act ([RCW 42.56](#)).

The following content will be removed from this site:

- (1) comments not related to the specified topics for discussion;
- (2) posts or comments in support of or opposition to political campaigns or ballot measures;
- (3) profane or obscene language;
- (4) posts or comments espousing or conveying racially, ethnically, religiously, gender-oriented, discriminatory comments;
- (5) solicitations and/or transactions of commerce;
- (6) sexual content or links to sexual content;
- (7) encouragement, promotion or undertaking of illegal activity;
- (8) information that may tend to compromise the safety or security of the public or any City equipment, property or system;
- (9) content that violates a legal ownership interest of any party; and
- (10) posts or comments that would constitute ex parte communications in violation of the Appearance of Fairness Doctrine.

Exhibit B – Disclaimer for Personal Accounts

- This is a personal account; city business should be addressed through a City official account.
- The views expressed represent the views of the author and may not reflect the views of the Lacey Council.
- Responses to this communication by other Councilmembers may be limited by the provisions of the Open Public Meetings Act under which a policy discussion must be held in an open public meeting if a quorum of the Council participates.
- Posts, comments, or other content posted to this site, may be considered public records subject to public disclosure under the Washington State Public Records Act ([RCW 42.56](#)).

5.1211 Flag Policy

The purpose of the policy is to establish guidelines in order to ensure that the flags are used only for government speech and that they reflect the views, values, and goals of the city. The City's flagpoles are not intended to serve as a forum for free expression by the public. The City will not display a ceremonial flag based on a request from a third party, nor will the City use its flagpoles to sponsor the expression of a third party. Flags shall be displayed in conformance with Federal and State laws and policies, as stated in the federal "The Flag" publication of the Congress, Title 4, Chapter, 1 of the United States Code, and the State of Washington Revised Code of Washington [35A.21.180](#) and [RCW 1.20.017](#).

Based on guidance from the Washington Secretary of State, the Washington State flag should be displayed in the highest position of honor after the U.S. flag and the flags of any other nations. The Washington State flag should be displayed in a higher position of honor than the flags of other states, counties, cities, or any other entity. When the U.S. flag should be on top, followed by POW-MIA flag and then the Washington State flag. If there are two poles, the POW/MIA flag should be flown under the U.S. flag while the Washington State flag is on the other pole.

Any flag flown by the City must be purchased and owned by the City.

Alternatives to Displaying the City Flag:

This policy shall apply to all City-owned locations at which the City flag is displayed unless otherwise noted.

Location	# of Flag Poles	Flags Presented
City Hall	3	US Flag POW Flag Washington State City of Lacey
Public Works Shop (Commonly referred to as “the Shop”)	1	US Flag City of Lacey
RAC	1	US Flag City of Lacey
Lacey Civic Plaza	3	US Flag POW Flag Washington State City of Lacey
Woodland Community Center	1	US Flag City of Lacey
Hawks Prairie (near Home Depot)	2	US Flag Washington State (Poles are not tall enough to fly two flags)

The City’s flagpoles are to be used exclusively by the City, where the ~~Lacey City~~ Council may display a commemorative flag as a form of government expression. The Lacey Council may choose to fly a different flag in place of the City flag. Any decision to fly a different flag must be made independently by the Council. The ~~Lacey City council~~Council may request the Commission on Equity to review and provide recommendations on flag displays. The approval to fly a flag in place of the City flag must be made by a majority of the Council at a regular Council meeting. The ~~lacey City~~ Council approval will include a description of the flag to be displayed and the dates for display of the particular flag, including if the flag will be displayed on an annual basis. Flags authorized by the ~~Lacey City~~ Council to be displayed on an annual basis should be incorporated into this policy.

Council Approved Flags

- **Sister City Flag:** The flag of Lacey’s sister city may be flown during the visit of a sister city delegation to City Hall.
- **The Progress Pride Flag:** The Progress Pride Flag will be flown annually from June 1 to June 30, with the exception of when the Juneteenth Flag is flown (see below).
- **The Juneteenth Flag:** The Juneteenth Flag will be flown annually from June 19 to the third weekend of June or the third weekend of June to June 19 depending on which comes first, at City hall and the Regional Athletic Complex.

- **The Nisqually Indian Tribe Flag:** The Nisqually Indian Tribe Flag will be flown annually from November 1 to November 15 provided the City annually receives consent from the Nisqually Indian Tribe.
- **Squaxin Island Tribe Flag:** The Squaxin Island Tribe Flag will be flown annually from November 16 to November 30 provided the City annually receives consent from the Squaxin Island Tribe.

5.1312 Naming of Public Parks, Trails, Parkways, etc.

It is the policy of the City to utilize an established procedure to name public spaces, including public parks, trails, parkways, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and accessories.

In this policy, “person” refers to an individual, corporation, limited liability company, or any other legal or commercial entity.

Eligibility:

To define the criteria and procedures for naming of public spaces.

Criteria:

In the naming of public spaces, consideration shall be primarily given to:

1. Neighborhood, geographic or common name identification.
2. A natural or geological feature.
3. Significant historical events or cultural attributes.
4. A historical figure.
5. A person (living or deceased) that has made a significant land and/or monetary contribution to the park system and has stipulated the name as a condition of the donation.
6. A person that has contributed outstanding civic service to the City of Lacey. Facilities shall not ordinarily be named for living persons, except under the following conditions:
 - a. The person in their lifetime has provided exceptional service to the City of Lacey. This service should be substantial length and leadership.
 - b. Their accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to the parks, culture and recreation movement.
 - c. They fall under the Sponsorship and Naming Rights policy.¹
7. A person that has donated a significant parcel of property or facility, or has provided financing for the acquisition of a public space or provided for significant development of a park and/or element within a park.

8. Naming rights may also be granted to a person for a mutually agreed upon fee pursuant to the policies and procedures outlined in the Parks, Culture and Recreation Sponsorship and Naming Rights Policy.

¹ Sponsorship and Naming Rights policy is an administrative policy of the Parks, Culture and Recreation Department. The full policy can be accessed here: <https://laceyparks.org/sponsor>

Procedure:

1. The naming of public spaces should be approached without preconceived notions and with patience and deliberation.
2. Timing is important in naming public spaces, since temporary designations tend to be retained. During the development, a number or street designation will be used until the formal naming of the public space. Whenever possible, naming will be made upon closing a purchase or construction of the public space.
3. Once a name has been approved, it should be considered permanent.
4. Suggestions for names may be solicited from organizations and/or individuals, including residents surrounding the property to be named, at the request of the Lacey ParkParks, Culture, and Recreation Board or at the discretion of the Council. All written suggestions, solicited or not, shall be acknowledged and recorded for consideration.
5. To avoid duplication, confusing similarity or inappropriateness, the Lacey ParkParks, Culture, and Recreation Board, in considering name suggestions, will review existing names in the park system and surrounding area.
6. The Council, following public review and/or recommendation by the Lacey ParkParks, Culture, and Recreation Board, shall designate names for parks, culture and recreation facilities. The Lacey Council will have the prerogative of accepting or rejecting all proposals.
7. All portions of a public space will have, as a general rule, the same name as the entire park, trail or facility. However, elements within a public space may be named separately as long as the name does not detract from the intended identity. Thus, the two names can be used in combination, i.e., Beaver Park's Cleaver Field or Riverfront Park's Blooming Arboretum.
8. Public spaces shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.
9. Where appropriate, a "Contributors Corner" may be established to honor those who have made significant contributions to the site.
10. Upon approval of the name, the name will be filed with the Fire Department, 911, the Lacey Police Department or any agency/business that would use names as a reference.

Definitions:

1. Lacey Park Board – Lacey Parks, Culture, and Recreation Board is an appointed board of sixseven members (plus one youth member) representing the citizenscommunity members of the City.
2. Public spaces – all City owned, public parks, parkways, trails, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, and features in the park and recreation system of the City.
3. Memorials – all sculptures, permanent artwork, fountains, memorial gardens, plazas, and exhibits which honor or commemorate a person(s), group or event.
4. Basic park accessories include typical amenities, i.e., benches, picnic tables, equipment, trees, drinking fountains, game equipment and exhibits.

5.1413 Naming of Historical Buildings

It is the policy of the City to utilize the following procedures and selection process for recognizing the community's history, places, and people.

Purpose:

To define the selection criteria and procedures for recognizing buildings, sites, people, organizations and events important to community's heritage. To amplify and clarify procedure outlined in existing City ordinances regarding historical resources. To assure that historical references and recognition are valid, appropriate and timely.

Criteria:

~~City Ordinance No. 531 and Ordinance No. 796~~City Ordinance No. 531 and Ordinance No. 796 identifies the process or recognizing buildings, streets, areas, districts, sites and other activities associated with the City's heritage. The following shall be implemented to augment to existing ordinances:

1. Calendar age will not be a factor in limiting recognition.
2. As an addition to and without alternating the ordinances, recognition may be given to:
 - a. Buildings and sites associated with events important to the City's Heritage.
 - b. Buildings and sites associated with persons important to the City's heritage.
 - c. Significant historical cultural attributes.
 - d. People and organizations that have contributed to the community's history.
 - e. An individual (living or deceased) who has made a significant land and/or monetary contribution to the preservation or enhancement of Lacey's historical resources.
 - f. An individual who has contributed exceptional civic service to the City.
 - i. Recognition is not ordinarily given to living persons, except under the following conditions:

- 1) The individual in his or her lifetime has provided exceptional service to the City. This service should be of substantial length and leadership.
 - 2) His or her accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to the community's history and development.
- g. An individual or organization that has donated a significant parcel of property or facility, or has provided a majority of the financing for the acquisition of a public facility.
- h. An individual or organization that has undertaken significant activities that further the understanding of the community's heritage.

Selection Process

1. Providing recognition of the community's history, places and people should be approached objectively with patience and deliberation.
2. All suggestions, recommendations and applications for recognizing people, organizations, sites and events that are directly related with the community's history shall be reviewed by the Lacey Historical Commission.
3. The Lacey Historical Commission will provide guidance, background data, and advice to the entity originating the recommendation for recognition, and will submit recommendations to the Lacey Council for consideration. The Commission, in considering suggestions for recognition, will review existing data known to the Commission.
4. The Lacey Council will have the prerogative of accepting or rejecting all proposals.
5. Duplicates of recognition may be allowed. Some people or organizations contribute in many ways and can be recognized as appropriate for each action or event.
6. Memorials may be dedicated to the cause for which they were given by an appropriate plaque or sign under the following conditions:
 - a. Requirements are that the building, site, person, organization or event will have met the criteria for recognition.
 - b. The memorials are appropriate for the location and approved by the land owner or City department. The City may, but is not obligated to, replace memorials.
7. Placement of signs or plaques will be considered only on permanent monuments, structures, or facilities.
8. The donations of items associated with the community's heritage will be encouraged with or without donor information. However, the City will not be obligated to replace the identification placed on the item.
9. Where appropriate, a "Contributor's Register" may be established at the Lacey Museum or other City facility to honor those who have made significant contributions to the community.

Definitions

1. Lacey Historical Commission – an appointed board of nine members representing the citizenscommunity members of the City. The Commission's actions and responsibilities are identified in City Ordinance No. 531 and Ordinance No. 796.

Procedure

1. Suggestions for recognizing historical events, places and people shall be solicited from organizations, individuals and City staff, or may be voluntarily submitted by any citizen-community member. All written suggestions, solicited or not, shall be acknowledged and recorded for consideration by the Lacey Historical Commission.
2. The Lacey Historical Commission may act on any recommendation for recognition at a regularly scheduled meeting, special meeting, or telephone poll.
3. The Council, following public review and recommendation by the Lacey Historical Commission, shall provide for the specific recognition.
4. Buildings, sites, and other specific facilities shall be identified by the established name, and signs shall be maintained as a source of identity and civic pride.

5.1514 Naming of Public Facilities and Memorial Roadways

It is the policy of the City of Lacey to utilize an established and consistent procedure to commemoratively name City public facilities and memorial roadways.

Naming policies for parks, trails, parkways, recreation facilities, community buildings, plazas, open space areas, habitat reserves, memorials, park accessories, etc., are specified in Section 40.165.12 Naming of Public Parks, Trails, Parkway, etc.

Naming policies for Historical Buildings are specified in Section 40.175.13 Naming of Historical Buildings.

The commemorative naming and renaming of public facilities and memorial roadways shall only be done in accordance with the procedures and criteria set forth below. Once adopted, commemorative name and memorial roadway changes should occur on an exceptional basis and only at the discretion of the Lacey City Council.

A. Definitions:

1. **City facility accessories** – means all substantial structures or subareas of a building, which includes but is not limited to interior and exterior features such as lobbies, atriums, squares, plazas, foyers, halls, meeting rooms, chambers, corridors, waiting rooms, etc.
2. **City public facilities (“Public Facilities”)** – means, but is not limited to, City-owned buildings, utility facilities, including utility poles, utility boxes, and other utility elements, and other City facility accessories. City-owned streets and rights-of-way will only be considered for commemorative naming as memorial roadways.

3. **Commemorative name** – means a name provided to a City facility through the process outlined in the policy below.
4. **Memorial roadway** – means any public road, street, avenue, boulevard, or associated rights-of-way within City limits provided, or intended to be provided, with a secondary memorial name other than its formal navigational address name, in accordance with this naming policy. A memorial roadway name does not replace a street, road, avenue or boulevard's formal navigational address name. A memorial road may be designated for the entirety of the public roadway or for a segment of a public roadway. The length of the memorial roadway is at the discretion of the **Lacey City Council**.

B. Criteria:

In the commemorative naming of public facilities or memorial roadways, consideration will be primarily given to the following:

1. Neighborhood, geographic or common name identification
2. Natural or geological features
3. Significant historical events or cultural attributes
4. Historical or cultural figures
5. Outstanding individuals in the community
 - a. Outstanding individuals will be considered posthumously. There shall be a lapse of at least thirty-six (36) months between the date of the death of the person(s) or of the event commemorated and the final naming or renaming of the City facility; or at the discretion of the **City Council**. Consideration will be given when:
 - i. the person was exceptionally dedicated or demonstrated excellence in service in ways that made a significant contribution to the community; or
 - ii. the person risked his or her life to save or protect others.
6. Veterans or military units with exceptional service contributions to the nation, state, or community
7. An individual who has made a significant land and/or monetary contribution to the City or greater community and who has stipulated the name as a condition of the donation
8. An individual who has contributed exceptional civic service to the City or greater community
 - a. Facilities shall not ordinarily be named for living persons, except under the following conditions:
 - i. The individual provided exceptional service of substantial length and

leadership to the City.

- ii. The individual's accomplishments must have had a measurable effect upon the quality of life within the community, and be directly related to enhancing public facilities.
9. A business entity or organization that has donated a significant parcel of property or facility, or has provided financing for the acquisition of a public facilities or provided for significant development of a public facility or an element within a public facility

C. Procedure:

The commemorative naming of public facilities and memorial roadways should be approached without preconceived notions and with patience and deliberation. Timing is important in naming public facilities, since temporary designations tend to be retained.

1. During the development of a public facility, a street designation or number will be used until the formal naming of the public facility occurs.
2. Whenever possible, naming of the public facility will be made upon closing a purchase or construction of the public facility.
3. Any group, person, or organization may apply to commemoratively name or re-name a public facility, excluding public roadways.
4. Any group, person, or organization may apply to create a memorial roadway.
5. The commemorative renaming and reconsideration of current names of public facilities and memorial roadways is allowed but discouraged.
6. Name change applications will be subject to a critical review that includes consideration of the original justification for the current name, the monetary value of prior contributors, and the rationale for changing the name. The renaming process would follow all other steps outline below.
7. Applications must contain:
 - a. the full name of the applicant, group, or organization;
 - b. contact information for a main point of contact;
 - c. identification of the public facility to be commemoratively named or renamed or the identification of the roadway to be considered for a memorial roadway;
 - d. the proposed name for the public facility or roadway;
 - e. supporting background information and/or justification describing the accomplishments and/or legitimacy of the name designation and how it is consistent with the naming criteria;
 - f. evidence of demonstrated community support for the proposed name;
 - g. written documentation of approval of the person (if living) or next of kin (if deceased), if available;

- h. identification of interested/impacted stakeholders;
 - i. a description of the location and a map; and
 - j. for renaming proposals of a facility, background information on the current name and the rationale for requesting a new name.
8. All applications should be submitted to the Public Affairs Office.
9. Naming Approval Process
- a. The ~~City~~ Council will be advised based on a transparent process and utilize the following information as guidelines for approval.
 - i. All written suggestions, solicited or not, will be acknowledged and recorded for consideration.
 - ii. To avoid duplication, confusing similarity, or inappropriateness, the City, in considering commemorative names or memorial roadway applications, will review existing names used for public and private facilities in Lacey and the surrounding area.
 - iii. Public facilities may only have one additional commemorative or historical name.
 - iv. Public roadways may only have one additional commemorative or historical name in addition to its formal navigational designation.
 - v. The City will refer all completed applications to Community Relations and Public Affairs Committee for review. The Community Relations and Public Affairs Committee will provide recommendations to the full ~~Lacey City~~ Council.
 - vi. The City shall notify the applicant of the application status once the full ~~City~~ Council has acted to approve the commemorative naming or memorial roadway application by resolution. If the ~~Lacey City~~ Council does not act by resolution on the commemorative naming or memorial roadway application, or the resolution does not receive a majority of the ~~Lacey City~~ Council vote, the application is considered denied. Denial of an application does not prohibit an applicant from submitting a new application for the same public facility or public roadway. Any subsequent applications are subject to the process described in the section above.
10. Any naming of City-owned facilities or memorial roadways may be revoked at the discretion of the ~~Lacey City~~ Council through a resolution.
11. Public facilities shall be identified by the established commemorative name.
12. Plaques, monuments, street signs, or other markers designating the commemorative name of the public facility or memorial roadway shall be maintained as a source of identity and civic pride. The size, material, and location of plaques, monuments, street signs, or other markers designating a commemorative name or memorial roadway are at the sole discretion of the City.

13. Upon approval of the commemorative name or memorial roadway, the name will be filed with the Fire Department, 911, the Lacey Police Department or any agency/business that would use names as a reference.

~~Amendments: May 20, 2021~~

- ~~○ Section 5.15—Naming of Public Facilities and Memorial Roadways~~

~~Amendments: September 15, 2022~~

- ~~● Resolution No. 1120~~
 - ~~○ Section 5.12—Flag Policy~~

~~Amendments: March 2, 2023~~

- ~~● Resolution No. 1126~~
 - ~~○ Section 5.13—Naming of Public Parks, Trails, Parkways, etc.~~

CHAPTER 6

Interaction with City Staff/Officials

6.01 Council Non-participation in Administration

In order to ensure the efficient and effective delivery of City services, the Council is encouraged to work directly with the City Manager when dealing with administrative services of the City. By statute [RCW 35A.13.120](#), Councilmembers are not to direct staff or become involved in or attempt to influence personnel matters that are under the direction of the City Manager. State law also prohibits Councilmembers from being involved in, or influencing, the purchase of any supplies beyond the requirements of the City procurement code/procedures. Except for the purpose of inquiry, Councilmembers should deal with administrative services primarily through the City Manager or designee.

6.02 Council/City Manager Relationship

The employment relationship between the Council and City Manager recognizes the fact that the City Manager is the chief executive officer of the City. All dealings with the City Manager, whether in public or private, should respect the authority of the City Manager in administrative matters. The City Manager respects and is sensitive to the policy responsibilities of the Council and acknowledges that Council holds the final responsibility for establishing the policy direction of the City.

The City Manager is subject to a professional code of ethics as a member of the [International City/County Management Association](#) (ICMA). The code binds the City Manager to certain practices that are designed to ensure actions are in support of the City's best interests. Violations of such principles can result in censure by ICMA.

6.03 Council/City Attorney Relationship

Pursuant to recommendation of the City Manager, the Council makes policy for obtaining legal counsel for the City, either by appointment of a City Attorney on a full time or part time basis, or by any reasonable contractual arrangement for such professional services. ([RCW 35A.13.090](#); [35A.13.100](#)). The City Attorney is similar to other Department Director positions and is appointed by the City Manager. The City Attorney provides legal counsel for the Council, its ~~committees, advisory boards~~~~commissions and boards~~, the City Manager, and all City officers and employees with respect to any legal question involving an official duty or any legal matter pertaining to the affairs of the City. The general legal responsibilities of the City Attorney are to:

- Provide legal assistance necessary for formulation and implementation of legislative policies and procedures;
- Represent the City's interest, as determined by the Council, in litigation, administrative hearings, negotiations, or similar proceedings;
- Prosecute violations of ordinances and other laws of the City;

- Prepare or approve as to form ordinances, resolutions, contracts, and other legal documents to best reflect and implement the purposes and intentions of the Council; and
- Keep Council and staff apprised of court rulings and legislation affecting the legal interest of the City.

The City Attorney does not represent individual members of Council, but rather the City as a whole.

6.04 Council Roles and Information Flow

Council Roles

The full Council retains the authority to accept, reject, or amend staff recommendations on policy matters. Individual Councilmembers are not to intervene in staff decision-making, the development of staff recommendations, scheduling of work, and executing department priorities. All Councilmembers with concerns affecting the City should bring those concerns to the full Council and City Manager before contacting an outside agency.

Access to Information

The City Manager is the information liaison between Council and City staff. Requests for information from Councilmembers that require research, or is solicited because of a **citizen community member concern/complaint**, or Council concern, should be directed to the City Manager and will be responded to promptly. Council requests for routine, readily available information should be directed to the appropriate department director. All Councilmembers will be informed of requests and the staff response where a report is involved.

There are limited restrictions when information cannot be provided. The City is legally bound not to release certain confidential personnel information, or sales tax information on individual businesses. Certain areas of police department affairs, i.e., confidential information related to crimes, also may not be available.

Staff Roles

The Council recognizes the primary functions of staff as executing Council policy, implementing adopted goals and priorities, addressing day-to-day issues and problems, and keeping the Council informed. Staff is obligated to take guidance and direction only from the City Manager or assigned Department Director. This direction follows the policy guidance of the Council as a whole.

City staff makes every effort to respond in a timely and professional manner to all requests for information or assistance made by individual Councilmembers, provided that, in the judgment of the City Manager, the request is not of the significance, either in terms of workload or policy, which would require that it would be more appropriately assigned to staff through the direction of the full Council.

Significant Requests

No Councilmember shall request or direct the City Manager or Department Directors to initiate any action or prepare any report that is significant in nature, or initiate any significant project or study without the consent of a majority of the Council. The City Manager shall determine whether or not the matter is significant.

6.05 Dissemination of Information

The City Manager's open-door policy encourages Councilmembers to meet with the City Manager on an impromptu basis to discuss issues, City operations, intergovernmental issues, ~~citizen~~community member concerns, goals, priorities, and the like.

Councilmembers receive a weekly listing of pending agenda items. ~~The monthly LaceyLife provides information about on-going City activities. The Lantern – the City's monthly employee newsletter, and the Energizer – the City's monthly wellness newsletter, also provide information and updates about happenings in Lacey, as well as copies of other City communications (e.g., LaceyLife, Lantern, and Energizer).~~ In addition, the City Manager and Department Directors provide regular status reports, financial reports, staff reports and other updates, as available and needed.

Council meeting packets are available on the City's website ~~by 4 p.m. the Friday before regular meetings.~~ Staff notifies council by email when the meeting packets are available.

6.06 Staff Relationship to Advisory Bodies

Staff provides support and assistance to advisory boards, ~~commissions and task forces~~. Staff support includes preparation of summary agendas, preparation of reports providing a brief background of the issues, options, alternatives, recommendations, and preparation of minutes of advisory body meetings. Assigned City staff communicate recommendations of the advisory board to the Council as necessary and appropriate.

CHAPTER 7

Council Meetings

In accordance with the Open Public Meetings Act, all Council ~~regular~~Regular and special meetings are open to the public with the exception of Executive Sessions.

7.01 Meetings

Council Meetings

The Council conducts its official business, enacting laws and approving policies during ~~regular~~Regular Council meetings. Regular Council meetings occur the first and third ~~Thursday~~Tuesday of the month. All ~~regular~~Regular Council meetings begin at 6 p.m. in the Council Chambers at Lacey City Hall, 420 College Street SE. There are no regularly scheduled Council meetings on the 5th ~~Thursday~~Tuesday of the month.

Council Worksessions

Worksessions provide an opportunity for the full Council to review and discuss issues in depth without taking official action. Council Worksessions occur on the second and fourth ~~Thursday~~Tuesday of each month. All meetings begin at 6 p.m. in the Council Chambers at Lacey City Hall, 420 College Street SE. Although most formal Council action occurs at ~~regular~~Regular Council ~~Meetings~~meetings, the Council Worksessions may serve as regular meetings, allowing Council to may make decisions and take official action at Council Worksessions.

Council Committees

~~The Council holds committee meetings on a monthly basis to discuss issues related to community affairs, transportation, finance, economic development, land use, environment, utilities, general government, and public safety. Meeting times and dates are posted on the City's website. Staff distribute a weekly schedule of pending agenda items to Council and staff. Three Councilmembers serve on each committee to discuss emerging issues, review City programs and policies, and provide recommendations to the full Council. Committee issues can be forwarded to regular Council Meetings for action or to a Council Worksession or committee meeting for further review. Generally, audience participation is not allowed during committee meetings, unless permitted by the Chair. (Refer to Chapter 2, Paragraph 2.12, and Attachment 2.12A, Council Policies, Organization & Procedures of Lacey Council—Resolutions 620, 842, 893.)~~

(Refer to Chapter 2, Section 2.12)

Special Meetings

- Retreats – The Council meets annually to develop short goals, priorities and policies for the upcoming year, and strategic long-term goals.

- Legislative Meetings – Prior to the state legislative session in January, Councilmembers, City Manager, and/or staff meet with state legislators from the 2nd, 22nd, and 35th Districts to discuss legislative issues of importance to the City.
- Joint Worksessions – The Council meets with the ~~Planning Commission~~Advisory Boards, School Board, and other interjurisdictional bodies ~~are scheduled~~ annually to discuss ~~regional~~ topics and issues.
- Bus Tours – Occasionally, the Council schedules community tours with Advisory Boards to view public works projects, parks, and similar private and public development projects.
- Editorial Board Meetings – Once or twice a year, the City and The Olympian Editorial Board requests a meeting to discuss current City issues. The City Manager and three Councilmembers attend. Council rotates in order to ensure everyone has an opportunity to attend.

7.02 Guidelines for Editorial Board Meeting

In an effort to improve communications and discuss issues of public interest, The Olympian Editorial Board may request quarterly meetings with Lacey Councilmembers. This policy is intended to set forth guidelines for attendance and communication at these meetings.

Procedure

1. In order to ensure conformance with the State Open Meetings Law, no more than three members of the Council should attend each meeting. If more than three Councilmembers plan to attend, the City ~~Clerk~~Clerk's office will provide appropriate notice of the meeting to the public and retain a record of the meeting.
2. Whenever possible, Councilmembers rotate attendance at the quarterly Editorial Board meetings. Variance from this practice may occur where it is anticipated that special knowledge or experience on a particular issue may be necessary or desirable.
3. Whenever possible, the City Manager, or designee, attends the Editorial Board/Councilmember meeting. The City Manager, or designee, participates in discussions and provides supplemental details and information on behalf of the City.
4. When Editorial Board questions arise that involve an expression of a personal opinion or points-of-view opposed to Council decision or policy, Councilmembers and the City Manager, or designee, should carefully distinguish between the two when sharing information and perspectives.
5. At the ~~regular~~Regular Council Meeting immediately following the Editorial Board discussion, the full Council will be briefed regarding the highlights of the meeting.

(Refer to Chapter 7, ~~Paragraph~~Section 7.01.)

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7.03 Public Notice of Meetings and Hearings

The City ~~Clerk~~Clerk's office publishes public notices pursuant to state law, e.g., related to public hearings, special council meetings, budget approval, annexations, and street vacations in the legal section of the local paper, and on the City's website at CityofLacey.org under News & Notices and Public & Legal Notices., see: www.CityofLacey.org/public-notices/

7.04 Special Meetings

Special meetings may be called at any time by the Mayor, a majority of the Council, or the City Manager by delivering personally, by mail, by fax, or by email, a written notice to each member of the Council and the City's official newspaper, and ~~the City's press release list with a written notification request on file~~the City's website at least 24 hours before the time of such meeting specified in the notice. The notice specifies the time and place of the special meeting and the business to be transacted.

The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notices make it impractical.

7.05 Executive Session

When appropriate, the Council may meet Executive Session to privately discuss and consider matters of confidential concern to the City. Executive Sessions are scheduled at the request or concurrence of the Mayor, or by a majority vote of the full Council during a meeting. The Council may hold Executive Sessions during (beginning, middle, or end) a ~~regular~~Regular, Worksession, or ~~special~~Special meeting to consider matters permitted by [RCW. 42.30](#), or other applicable state law. The purposes for which an Executive Session may be held include, but are not limited to:

- Discussion with legal counsel on pending or potential litigation;
- Property acquisition/disposition where public discussion may increase or decrease the price and influence the terms of the sale;
- Matters affecting national security;
- Quasi-judicial matters;
- Complaints or charges brought against a public officer or employee;
- Qualification/performance review of the City Manager;
- Evaluate qualifications of candidates for appointment to elective office;
- Planning or adopting a position to be taken during collective bargaining, professional negotiations, grievance or mediation proceedings, or reviewing proposals made in ongoing negotiations; or
- Receive confidential advice from the City Attorney under the attorney-client privilege.

Before ~~convening~~meeting in Executive Session, the Mayor, or presiding officer, publicly announces the purpose of the Executive Session, the estimated time when the Council will return to open session (e.g., 7:15 p.m.), and whether the Council will ~~reconvene~~meet to take action. An Executive Session may be extended to a later time by announcement of the Mayor or presiding officer ([RCW 42.30.110](#)). The purpose of convening an Executive Session shall be recorded in the meeting minutes.

7.06 Agenda Development

The City Manager coordinates the development of ~~regular Council Meeting, Council~~Regular, Worksession, and ~~committee agendas~~Special Meetings with the Mayor, ~~Department Directors, and Committee Chairs.~~

Advancing Agenda Items

A Councilmember may request an item be considered on a future agenda either by making a request at a ~~regular Council Meeting, Council~~Regular, Worksession, or ~~committee meeting, or~~Special Council Meeting by contacting the Mayor or City Manager. ~~Items may be added to committee meeting agendas by consensus of the Committee.~~

Department Directors and staff may request an item be considered on future agendas by submitting their request to the City Manager. As needed, the City Manager will consult with the Mayor before taking matters to the full Council for consideration.

~~A member of the public~~Community members may request an item be placed on a future agenda while addressing the Council during a ~~regular~~Regular Council meeting and/or by submitting the request in writing to the Council through the City Clerk's office. The Council will decide whether to consider an issue proposed for a future agenda.

In order to allow sufficient time for Council to review and staff to research the issue, the request should be submitted at least 15 working days prior to the meeting for which the item is requested to be placed on the agenda. Once the issue has been approved for placement on an agenda, the City Clerk's office will notify the requestor to invite their attendance.

Emergency items may be added to an agenda in accordance with state law. Emergency items are only those matters immediately affecting the public health, safety and welfare of the community, such as widespread civil disorder, disaster, and other severe emergencies. The reason for adding an emergency item to the agenda shall be announced publicly at the meeting and the issue shall be included in the minutes of the meeting.

Agenda Timeline

The City ~~Clerk's office developed the following~~Manager will determine a timeline to ensure ~~the~~ timely distribution of ~~regular Council Meeting, Council Worksession, and committee meeting packs.~~

- ~~Most agenda items require a Staff Report. Staff Reports must be ready for City Manager's review by 1 p.m. two Wednesdays prior~~materials to Council and the meeting.
- ~~Staff posts agendas and meeting packets on the City's website by 4 p.m. on the Friday prior to a council meeting.~~
- ~~Staff notifies Council by email when the meeting packets are available~~community.

The addition of last-minute agenda items is discouraged, unless of an urgent nature, which will be determined by the City Manager and/or Mayor.

7.07 Order of Business

Council Meetings

The Council agenda sets the order of business for ~~regular council~~ Regular Council meetings.

Call to Order

The Mayor, or in the Mayor's absence, the Deputy Mayor, presides over all meetings of the Council, and after determining a quorum is present, calls the meeting to order. In the absence of the Mayor and Deputy Mayor, a Councilmember is selected from among the body to act as Chair (see 2.07 Absence of the Mayor).

Roll Call, Remote Attendance, and Excused Absences

The Mayor takes roll call, announces any Councilmembers who may be attending remotely, and the excused or unexcused absences of individual Councilmembers.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

Pledge of Allegiance

Those in attendance are asked to join the Council in reciting the Pledge of Allegiance.

Land Acknowledgement:

Refer to Chapter 10, Section 10.08.

Approval of Agenda and Consent Agenda *Items*

The Consent Agenda consists of items that are routine in nature and do not require additional discussion. The Mayor and Council can remove items from the Consent Agenda for further discussion.

Public Recognition and ~~Presentation~~ Presentations

When appropriate, the Council recognizes volunteer service, presents special awards, and receives ~~public~~ presentations from organizations invited by the City.

Proclamations

Proclamations are generally broad statements expressing local government support for particular issues. The Mayor may issue proclamations in declaration or recognition of a special event, organization, or person. The Mayor and Councilmembers read the Proclamation into the record. (Refer to Chapter 10, Section 10.05, and Attachment 10.05A, Council Policies, Reviewing Public Requests for Proclamations.)

Public Comments

Members of the public may address the Council regarding topics scheduled, as well as not scheduled, on the agenda during public comment, with the exception of quasi-judicial matters forthcoming before the City Council and topics that have specified Public Hearings. Individuals who wish to address the Council are encouraged to sign-in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. Each person addressing the Council at the meeting (either in person or remotely) is encouraged to give their name and address for the record, and is asked to limit their address to three minutes, unless City Council permits a longer period. If several people wish to speak to the same issue, the Mayor may limit the total amount of time dedicated to that specific issue. The Mayor may interrupt public comments that continue too long, relate negatively to others, or are otherwise inappropriate.

Provided there is time, the Mayor will offer the opportunity for members of the public that did not pre-register or sign-in to provide Public Comment.

Members of the public may provide written public comment to the Council by mail or email to the City Clerk's office by 4:00 p.m. the day of the meeting.

Comments received by the City Clerk will be provided to the City Council electronically prior to the meeting. Comments will not be addressed during the Council meeting. Comments will be added to the official meeting record.

Public Hearings

Council holds Public Hearings following the adoption of the consent agenda and public comment period. Individuals who wish to address the Council are encouraged to sign in using the sign-in sheet in the Council Chambers or they may preregister to speak remotely using the link provided on the posted agenda. The Mayor opens the Public Hearing and the City Clerk notes the time for the record. Speakers are called forward in the priority in which they signed in, and are required to state their name and address. Comments are limited to the specific matter for which the Public Hearing occurs and are limited to three minutes, unless the Mayor permits a longer period. Written comments are permitted prior to and during the public hearing, and should be submitted to the City Clerk's office before the public hearing closes. The City Clerk enters written documents into the record, but they are not read aloud.

Once the speakers from the pre-registered and sign-in lists complete their comments, the Mayor offers time to any additional members of the public who wish to speak at the Public Hearing. After the Public Hearing closes, members of the public are not permitted to address

the Council or staff on that specific issue during the meeting. Once the Mayor closes the Public Hearing, the City Clerk notes the time for the record.

~~Proclamations~~

~~In response to requests by community members, the Mayor may issue proclamations in declaration or recognition of a special event, organization, or person according to Council Policy. The Mayor and Councilmembers read the Proclamation into the record. (Refer to Chapter 10, Paragraph 10.05, and Attachment 10.05A, Council Policies, Reviewing Public Requests for Proclamations.)~~

~~Referral from Planning Commission~~

~~The nine-member Planning Commission develops recommendations for long-range comprehensive planning goals and policies in the City and areas outside of the City seeking annexation. Issues reviewed by the Planning Commission are forwarded to Council for consideration and adoption.~~

~~Referral from Hearings Examiner~~

~~The Hearings Examiner interprets, reviews, and implements land use regulations. In addition, the Hearings Examiner hears appeals relating to the City's construction codes, as described in LMC Section 14.18.030. The Mayor appoints the Hearings Examiner and any Deputy Examiners, subject to confirmation by the Council (LMC 2.30.020).~~

Resolutions

Resolutions signify the intent of the Council related to specific issues, events, or ballot measures. The City Attorney, or designated City staff, prepare resolutions. The City Attorney approves to form all resolutions. Once approved by the Council, the City ~~Clerk~~Clerk's office archives the resolution as a permanent record. The City ~~Clerk~~Clerk's office posts all adopted resolutions on the [City's website](#). Requests for resolutions are available as a public records request through the City Clerk's office.

Ordinances

Ordinances are the official laws of the City and must be approved by the Council prior to enactment. The City Attorney's office prepares ordinances, which are published by the City Clerk on the Monday following the meeting at which they were approved. An ordinance officially becomes law five business days after publication in the City's official newspaper (The Olympian). The ordinance is codified by the City Clerk's office into the Lacey Municipal Code. The original ordinance is archived as permanent record. Adopted ordinances will be posted on the City's website. Requests for ordinances are available as a public records request through the City Clerk's office.

Mayor's Report

The Mayor reports on ceremonial events, functions, and meetings attended on behalf of the Council. The Mayor may also make announcements, and appoint, with Council approval, community members to Council advisory boards ~~and commissions~~.

City Manager's Report

The Council ~~awards bids, and~~ authorizes the City Manager to sign City agreements and contracts during this section of the meeting. The City Manager, or designated staff, may also make presentations or announcements regarding City operations. ~~In an effort to keep the public informed of City business, initiatives, and to provide education on City operations, staff may provide brief informative presentations to the Council and the public during this time programs.~~

Standing Committee Reports

~~There are six standing Council committees with three Councilmembers appointed to each committee. At this time, Committee Chairs report on the topics discussed, and any recommendations forwarded to full Council for action.~~

Other Business

~~Items and topics that need further discussion may be placed under this agenda item.~~

Intergovernmental Boards & Commission Reports

Councilmembers provide reports and updates of activities and discussions from each of the Intergovernmental Boards ~~and Commissions~~ to which they are appointed. If additional discussion or consensus is required on a regional issue, the topic may be forwarded to a Council Worksession for further review and discussion.

Executive Session

As needed, the Council may meet in Executive Session to privately discuss and consider matters for confidential concern to the City. For more information, refer to 7.05 Executive Session.

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Worksessions

The Worksession agenda sets the order of business for Worksession meetings. Members of the public may provide written public comment to the Council by mail or email to the City Clerk's office by 4:00 p.m. the day of the meeting.

Comments received by the City ~~Clerk~~Clerk's office will be provided to the ~~City~~ Council electronically prior to the meeting. Comments will not be addressed during the Worksession. Comments will be added to the official meeting record.

Call to Order

The Mayor, or in the Mayor's absence, the Deputy Mayor, presides over all meetings of the Council, and after determining a quorum is present, calls the meeting to order. In the absence of the Mayor and Deputy Mayor, a Councilmember is selected from among the body to act as Chair (see 2.07 Absence of the Mayor).

Roll Call, ~~Remote Attendance~~, and Excused Absences

The Mayor ~~Take~~takes roll call, announces any Councilmembers who may be attending remotely, and the excused or unexcused absences of individual Councilmembers.

"Excused" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), receives notification of an absence prior to a meeting.

"Unexcused or absent" is when the Mayor, Presiding Officer, City Manager's office, or staff liaison (for advisory boards), does not receive notification of an absence prior to a meeting.

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Land Acknowledgement

Refer to Chapter 10, Section 10.08.

Approval of Agenda

The Mayor calls for a motion to approve the agenda.

Agenda Items

Each agenda item will be listed under Agenda Items and will include:

- For City staff - the presenter and presenter's title ~~or~~
- For external parties - the presenter, presenter's title, and agency they represent, when available.

Adjourn

The Mayor adjourns the meeting and the City Clerk notes the time of adjournment for the record. All meetings will conclude no later than 10:00 p.m., unless this provision is waived by

a majority of the Council. Consideration of the agenda matter then on the floor is continued beyond 10:00 p.m. by majority vote of the Council. In the event the remaining agenda cannot be concluded at any meeting by 10:00 p.m., the meeting is recessed to a definite time and place, and notice of such continued meeting is given as provided by statute.

7.08 Audio and Video Recordings of Meetings

The City Clerk's office records and makes available online all ~~regular Council Meetings,~~ ~~Council~~Regular, Worksessions, ~~committee and Special Council~~ meetings, ~~and in addition to all regular~~ advisory board and commission meetings, except for those portions of the meeting conducted in Executive Session. Recordings are available under the Public Disclosure Act and archived for six years according to the State Records Retention Schedule.

~~The City contracts with Thurston County Media (TC Media) to provide local television programming of all regular Council meetings on Channel 3 (TCTV). Meetings are rebroadcast on TCTV. Recordings are available by contacting TC Media.~~

Since 2011, the City has streamed Council meetings online to provide greater public access to government operations. The videos are available on the City's website at [Public Meetings - City of Lacey](#)

7.09 General Procedures

Seating Arrangement of the Council

Customarily, the Deputy Mayor sits next to the Mayor, and newly elected Councilmembers sit ~~adjacent to~~ the ~~City Clerk~~ other end of the dais. However, the Mayor with the approval of Council may reorder the seating arrangements for ~~regular~~Regular Council Meetings.

The seating order of the Council dais from left to right is customarily:

- ~~City Clerk~~
 - Newly-elected Councilmembers
 - Current Councilmembers
 - Deputy Mayor
 - Mayor
 - City Manager
 - City Attorney

Department Directors sit at the staff table ~~immediately to the left of the City Clerk.~~

Signing of City Documents

The Mayor, City Clerk and City Attorney sign all ordinances and/or resolutions approved by Council, immediately following the meeting. If the Mayor is unavailable, the Deputy Mayor signs the ordinances and/or resolutions. The City Manager is authorized by the Council to sign ~~all~~ contracts and agreements.

Quorum

Four members of the Council constitute a quorum and are necessary for the transaction of City business. If a quorum is not present, the Council Meeting is cancelled.

Minutes

The City Clerk or designee takes minutes of all ~~regular Council Meetings, Council~~ Regular, Worksessions and committee, Special meetings, ~~and other Council meetings.~~ The City Clerk or designee ~~posts the~~ includes draft minutes ~~on the City website on the Friday prior to the as part of a future Regular Council Meeting agenda packet for Council to review and Council approval.~~ Once Council approves ~~the~~ a meeting's minutes, staff updates the website to reflect that the minutes are approved. ~~Copies of minutes are available upon public records request through the City Clerk's office.~~ Original minutes are archived as permanent records.

~~Corrections to minutes made by Councilmembers will be so noted, and revised minutes will be posted and archived as the City's official record.~~

7.10 Open Public Meeting Act

The Open Public Meeting Act applies to the Council meetings, all quasi-judicial bodies, and all ~~standing or~~ advisory boards, ~~and commissions, and committees.~~ All public meetings ~~of the Council~~ shall be open to the public, except in special instances as provided in RCW 42.30.110. A meeting takes place when a quorum (a majority total number of Councilmembers currently seated on the Council) is present and information concerning City business is received, discussed, and/or acted upon. The only exception to the public meeting requirement is an Executive Session.

Under the Americans with Disabilities Act, the City provides accommodations to provide accessible meetings for people with disabilities. Assisted-listening devices are available for use in the Council Chambers. If special accommodations are required, please contact the City Clerk three days prior to the meeting.

7.11 Remote Participation at Council Meetings

Councilmembers may appear via remote communication, e.g., telephonically or other electronic means, in all or part of a ~~regular, special~~ Regular, Worksession, ~~executive session,~~ or ~~committee~~ Special Council meeting if the following conditions are met:

1. Satisfactory equipment is available, preferably City-provided devices. Satisfactory equipment shall mean any telephone or other device equipped with a microphone function capable of capturing and broadcasting the Councilmember's voice clearly and sufficiently enough to be heard by those in attendance at the meeting. The device must allow the Councilmember to pose and answer questions as posed from time to time.

2. During any meeting that a Councilmember is attending via remote communication, the Presiding officer shall state for the record that a particular Councilmember is attending via remote communication and the reasons for such attendance.
3. Councilmembers appearing via remote communication will participate and vote during the meeting as if they were physically present at the meeting.
4. Councilmembers appearing by remote communication shall comply with all OPMA regulations and the ~~Lacey City~~ Council Policies and Procedures.
5. Any technical difficulties that prevent all Councilmembers participating in the meeting from adequately hearing and speaking to each other shall be addressed immediately. If technical difficulties occur during a vote, the ~~City~~ Council shall proceed with the procedure prescribed in Section 9.12.
6. Remote participation in an executive session shall be conducted in a manner that promotes and protects the confidential nature of the proceeding.

Amendments: December 16, 2023

- ~~Resolution 1112~~
 - ~~Section 7.11—Remote Participation at Council Meetings~~

Amendments: June 2, 2022

- ~~Resolution 1118~~
 - ~~Section 7.05—Executive Session~~
 - ~~Section 7.07—Order of Business~~
- ~~Section 7.08—Audio and Video Recordings of Meetings~~

Chapter 8

Conflicts of Interest, Appearance of Fairness Doctrine, and Liability of Elected Officials

8.01 Conflicts of Interest

Applicability

All City officers, elected and appointed, are subject to the conflict of interest law in [RCW 42.23](#). This includes Councilmembers.

The conflict of interest law is important and complicated. To understand its effect on a Councilmember's actions, Councilmembers should discuss the law and potential conflicts with the City Attorney. It is imperative that Councilmembers identify in advance what their conflicts are.

It is illegal to fail to declare a conflict of interest, or to participate or otherwise be involved in discussions on land use issues, or service or construction contracts where such an interest exists. Violations of the conflict of interest law may result in significant penalties, including criminal prosecution.

In circumstances where only a "remote interest" (see below) exists, after disclosure of the interest to other Councilmembers and in the meeting minutes, the Council may approve the contract to which a Councilmember has a remote interest, absent participation in the voting by the Councilmember with the remote interest, but only if the Councilmember refrains from any attempt to influence other Councilmembers to approve the contract.

Prohibited Acts ([RCW 42.23.070](#))

- No municipal officer may use his or her position to secure special privileges or exemptions for themselves or others.
- No municipal officer may, directly or indirectly, give or receive or agree to receive any compensation, gift, reward, or gratuity from a source except the employing municipality, for a matter connected with or related to the officer's services as such an officer unless otherwise provided for by law.
- No municipal officer may accept employment or engage in business or professional activity that the officer might reasonably expect would require or induce them because of their official position to disclose confidential information acquired by reason of their official position.
- No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer otherwise use such information for his or her personal gain or benefit.

Remote Interests

Remote interests are so minor that they do not constitute illegal conflicts of interest. Remote interests exist when a City official is:

- A non-salaried officer or member of a non-profit corporation doing business or requesting money from the City. Therefore, being such an officer or member would not constitute a conflict.
- The landlord or tenant of a contracting party. For instance, a Councilmember may lease office space to a party which has a private interest in a public matter without it resulting in a conflict of interest.
- The owner of less than 1 percent of the shares of a corporation or a cooperative doing business with the City.
- Reimbursement only for actual and necessary expenses incurred in performance of official duties.

Acts not Constituting a Conflict of Interest

- Receiving municipal services on the same terms and conditions as if not a City official. Thus, when a Councilmember who owns a business within the City votes for or against an increase in the business license fees, a conflict would not exist because this action would apply to all businesses in the corporate limits.
- An officer or employee of another political subdivision or public agency unless it is the same governmental entity being served who is voting on a contract or decision which would not confer a direct economic benefit or detriment upon the officer. Therefore, a Councilmember who is a school teacher may vote to enter into an intergovernmental agreement with the school district, unless such agreement would confer some direct economic benefit, such as a salary increase, upon the Councilmember.
- A member of a trade, business, occupation, profession, or class of persons and has no greater interest than the other members of that trade, business, occupation, or class of persons. A class must consist of at least ten members to qualify the interest as remote. A City official may sell equipment, material, supplies, or services to the City if this is done through an award or contract let after public competitive bidding. An exception to this law permits the Council to approve a policy on an annual basis to allow the City to purchase supplies, materials, and equipment from a member of the Council without going to public competitive bid as long as the single transaction does not exceed \$300 and the annual total of such transactions does not exceed \$1,000.

Declaration of a Conflict

When a substantial interest exists, the City official must:

- Refrain from voting or in any way influencing a decision of the Council; and

- Declare that a conflict of interest exists and make it known in the official records of the City.

Should a situation arise wherein a majority of Councilmembers or a majority of a quorum of those present at a Council meeting have a substantial conflict of interest, state law provides that if the conflict of interest statutes prevents the Council from acting as required by law in its official capacity, such action shall be allowed if the members of the Council with the apparent conflicts of interest make them known.

City Attorney Opinions

A Councilmember's request for an opinion from the City Attorney concerning conflict of interest is confidential. However, formal final opinions are a matter of public record and must be filed with the City Clerk. This filing requirement does not apply to verbal communications between Councilmembers and the City Attorney.

Councilmembers may seek advice from a private attorney, at their own expense, concerning potential conflicts. In such cases, no disclosure policy would apply.

Apparent Conflict of Interest in Litigation Matters

A Councilmember who actively supports a position contrary to an official City action or position, as adopted or ratified by a majority of the Council, must recuse themselves and not participate in any vote, deliberation, executive session, or distribution of confidential information regarding further consideration or action in that matter once litigation has been served or filed regarding the matter. Litigation shall include but is not limited to legal action or appeals of any type including Growth Management Hearings Board appeals.

- The fact a Councilmember voted in opposition or expressed an opinion in opposition to the official action or position prior to the filing or service of litigation shall not, by itself, be sufficient to trigger the need for recusal or non-participation.
- Once litigation has been served or filed, communication regarding the case with anyone other than City staff or legal counsel involved in the litigation of the case is discouraged during the pendency of the litigation.
- Councilmembers shall voluntarily recuse themselves and choose not to participate under the conditions listed above. However, if Councilmembers fail to voluntarily recuse themselves or withdraw from participation, any other Councilmember may challenge the ongoing participation and request the challenged Councilmember to disclose any communication and participation with regard to the pending litigation.
- If the apparent conflict still cannot be resolved voluntarily after such challenge, a majority plus one of the Council as a whole may vote to sanction and remove the challenged Councilmember from further participation with regard to the pending litigation on the basis of an apparent conflict of interest.

Later legislative participation by a previously recused or sanctioned Councilmember, related to the same issue, is not prevented by the provisions of this subsection once the conflict no longer exists or the litigation has terminated.

8.02 Liability

The City must always approach its responsibilities in a manner that reduces risk to all involved. Nevertheless, with such a wide variety of high-profile services (i.e., police, parks, roads, land use), risk cannot be eliminated. To better manage insurance and risk, the City participates in risk- and loss-control activities through the Washington Cities Insurance Authority (WCIA).

Violations of certain laws and regulations by individual members of the Council may result in the member being personally liable for damages which would not be covered by the City's insurance. Examples may include discrimination, harassment, or fraud.

Elected and appointed officials participate in risk management training to reduce liability due to actions taken, especially in the areas of land use.

Chapter 9

Parliamentary Procedures

Parliamentary procedure provides the process for proposing, amending, approving, and defeating legislative motions. Following these procedures potentially reduces Council actions being declared illegal or challenged procedurally. The ~~Lacey~~ Council adopted and ~~follow~~ sfollows Robert's Rules of Order, revised, unless the same is superseded by provisions of the [Lacey Municipal Code](#).

9.01 Order of Discussion

The presiding officer follows the prepared agenda as much as possible. However, for those occasions when deviations are necessary or convenient, the presiding officer clearly announces that the Council has decided to rearrange the agenda. When changing the order of discussion, it must not prevent or deny any member of the public the opportunity to listen to the discussion of any agenda item.

9.02 Obtaining the Floor

A Councilmember addresses the presiding officer and gains recognition prior to making a motion or engaging in debate. The presiding officer recognizes Councilmembers by their last name, such as "Councilmember Jones." Councilmembers address each other as Councilmember, followed by last name, such as "Councilmember Jones." Cross-exchange between Councilmembers and the public should be avoided. This prevents general conversation and keeps the order necessary to maintain decorum and accomplish the business of the Council.

After a member concludes comments and yields the floor, if two or more members are trying to obtain the floor at the same time, the general rule is that the person who addresses the chair first is entitled to be recognized. When a motion is open to debate, however, there are three instances in which the presiding officer assigns the floor to a person who may not have been the first to address the chair. These are:

1. The Councilmember who made the motion currently under debate is entitled to be recognized in preference to other members if that individual is claiming the floor and has not already spoken on the question.
2. No member is entitled to the floor a second time in the meeting on the same motion as long as another member who has not spoken on the motion desires the floor.
3. In instances where the person to be recognized is not determined by (1) or (2) above, and where the presiding officer knows that members who are seeking the floor have opposite opinions on the motion, the chair should let the floor alternate as much as possible between those favoring and those opposing the motion.

9.03 Questions to Staff

After recognition by the presiding officer, a Councilmember may address questions to staff members.

9.04 Interruptions

Once recognized, a Councilmember should not be interrupted while speaking, except to make a point of order or personal privilege. If a Councilmember is called to order while speaking, the individual shall cease speaking until the question order is determined. Upon being recognized by the presiding officer, members of the staff shall hold the floor until completion of their remarks or until recognition is withdrawn by the presiding officer.

9.05 Discussion Limit

A Councilmember should not speak more than once on a particular subject until every other Councilmember has had the opportunity to speak. Councilmembers are encouraged to discuss items during the decision-making process.

9.06 Basic Steps to Conducting Business

Specific requests or proposals that are presented to Council for consideration and possible action must be introduced in the form of a motion. For the proper presentation and disposition of most motions, certain steps are generally required. The basic steps to conducting business include:

The Presiding Officer (Mayor)

- Introduces the item to be considered as presented on the agenda, and if appropriate, asks for a staff presentation;
- If the agenda calls for a public hearing, opens a public hearing;
- Closes the public hearing after receiving comments (if any) from the public; and
- Calls for discussion.

A Councilmember

- Addresses the Mayor;
- Is recognized by the Mayor; and
- Proposes the motion.

A Second Councilmember

- Seconds the motion.

The Presiding Officer (Mayor)

- States the motion;
- Calls for any further discussion or debate; and
- Restates the motion and puts the motion to a vote.

The City Clerk

- Records the vote.

9.07 Making a Motion

Under parliamentary procedure, there are three steps required to bring a motion before the Council for its consideration:

- A Councilmember makes a motion;
- Another Councilmember seconds the motion, and
- The chair states the motion.

Unless the motion can interrupt a speaker as explained in *Robert's Rules of Order*, a member must obtain the floor to make a motion. Once the chair recognizes a Councilmember, the individual makes the motion by saying, "I move that..." or "I move to..." and announces the proposal.

Councilmembers should attempt as much as possible to state motions in the positive form--- that is, "I move to..." rather than "I move not to..." Motions where one must vote "yes" to vote against a proposal are confusing not only for Councilmembers, but also for staff and citizenscommunity members.

If a proposal has only minimal support, a Councilmember might state "I make this motion in order to put it on the floor for discussion. I am not sure of my position on it at the present time."

9.08 Seconding a Motion

After a motion is made, and if it requires a second, another Councilmember who wishes to see the motion considered says, without obtaining the floor, "I second the motion," or simply, "Second." A second implies that the Councilmember agrees that the motion should come before the meeting, not necessarily that the member favors it. If another member of the Council does not second the motion, the chair normally asks, "Is there a second to the motion?" If there is no second, the chair should say, "Since there is no second, the motion is not before this meeting." If seconded, the maker of the motion should then be regarded as having the refusal of the floor in preference to all other members.

The purpose of a second is to prevent time being spent on motions that only one person wants to discuss. After the Council makes a motion, no person shall address the Council without first securing the permission of the Mayor or Council to do so.

9.09 Stating the Question

Under parliamentary procedure, making and seconding a motion does not put it before the Council for consideration. This can be done only by the Chair. The Chair repeats the motion and indicates that the motion is open for debate by stating: "It has been moved and seconded that ... Is there any discussion?"

Right to Withdraw or Modify a Motion

Until the Chair states the question, the maker has the right to modify or withdraw the motion. After the Chair states the motion, however, it can be withdrawn only with the Council's consent. If any objection is made, it will be necessary to obtain leave to withdraw by a motion for that purpose. When a motion is withdrawn, the effect is the same as if it had never been made.

Pending Motions

After the Chair states a motion, it is said to be *pending*. When several motions are pending, the last one stated by the chair, and the first to be disposed of, is called the *immediately pending question*. Thereafter, other pending motions are considered in descending order of rank.

9.10 Amendment of the Main Motion

When the main motion does not exactly suit the members of the Council, it may be changed by means of amendment *before* it is finally voted upon. Once recognized by the chair, a Councilmember may make the motion to amend by stating, "I move to amend the motion by..." ---adding, striking out, inserting, or substituting. An amendment to the main motion requires a second; it is debatable, requires a majority vote, and must be germane---that is, closely related to or having bearing on the subject of the motion to be amended. If the motion on the amendment passes, the chair puts the main motion, as amended, to a vote. If the motion on the amendment fails, the chair puts the main motion, as originally presented, to a vote.

The Councilmember, who offers the motion, *until it is stated by the Chair*, can modify the motion, or withdraw it entirely. After the Chair states the motion, the Councilmember can do not modify or withdraw the motion without the consent of the body (majority). For example, the mover may state, "With the consent of the Council I will modify my motion to state as follows..." If no one objects, it shall be deemed that they have the consent of the Council to modify their motion. When the mover modifies their motion, the one who seconds it can withdraw their second.

9.11 Postponement of Business

Postpone to a Time Certain

Council may delay action on a pending question by making a motion to postpone the item either indefinitely or to a certain time. This motion can be made regardless of how much debate has taken place. The question may be postponed either so that it may be considered at a more convenient time or because debate has shown reasons for delaying a decision.

Postpone Indefinitely

Council may decline to take a position on a pending question by moving to postpone the item indefinitely. Voting to postpone indefinitely ~~kills~~stops the main motion and avoids a direct vote on the question. This motion is useful for disposing of a badly expressed main motion that cannot be either adopted or expressly rejected without possibly undesirable consequences.

Table

Commonly misused in place of a motion to postpone, Council may lay the pending question aside temporarily when some other issue of immediate urgency has arisen. *Lay on the Table* is out of order if the evident intent is to **killstop** or avoid dealing with an item. This motion requires a majority vote and halts consideration of a question immediately and without debate. After a question is laid on the table, it can be taken from the table by a majority vote as soon as the interrupting business is disposed of and when no other question is pending.

9.12 Voting Procedures

Each Councilmember votes on all questions put to the Council, unless a conflict of interest under State law or an appearance of fairness question is present.

If it is determined by majority vote of the Council as a whole, plus one, that a Councilmember has a conflict of interest under State law or would violate the appearance of fairness doctrine by participating in, and/or voting on, a matter coming before the Council, then the member determined to have the conflict of interest or appearance of fairness doctrine violation shall not participate in or vote on said matter. In the event a challenged member or members requests additional time prior to the challenge having been voted on by the Council in order for the Councilmember to present further information to the Council, then the Council's determination with respect to the challenge shall be continued to the next regularly scheduled meeting of the Council, at which time the member or members requesting the additional time shall present such additional information. At the conclusion of the presentation, the Council shall make its determination as provided above. When the debate appears to be over and if no one indicates a desire to continue discussion, the chair puts the motion to a vote by stating, "If there is no further discussion, cast your votes."

Only those ordinances, resolutions, or motions that receive an affirmative vote by the majority of the present and voting members of the Council who also constitute a quorum shall be passed or become effective unless other voting requirements are provided by Washington State law. Pursuant to state law, any ordinance or resolution granting or revoking a franchise or license for authorizing the payment of money shall require an affirmative vote of at least a majority of the whole membership of the Council. In order for an ordinance to take effect immediately, rather than five days after its publication, the ordinance must receive an affirmative vote of a majority plus one of the whole membership of the Council, and designate that the ordinance is a public emergency ordinance necessary for the protection of public health, public safety, public property or the public peace. Such emergency ordinance may not levy taxes, grant, renew or extend a franchise, or authorize the borrowing of money.

A conflict of interest is declared whenever appropriate and in compliance with state law. The affected Councilmember will not participate in the discussion and will abstain from the voting process by leaving the Council Chambers until such time as consideration of the item has been concluded.

Voting Process

Votes will be cast in an audible tone of voice if possible or by casting their vote electronically using a City-approved platform, if available. If any Councilmember is unable to vote by audible

tone of voice, or by voting electronically using a City-approved platform due to technical difficulties or otherwise, votes may be cast by clear hand signal. At the conclusion of the vote, the presiding officer shall summarize the total votes both for and against, and state whether any Councilmember(s) voted by clear hand signal. If the presiding officer is unable to make such determination, then the undermined vote shall not be considered. Only those votes that the presiding officer can determine shall be considered.

A Councilmember who casts their vote electronically using a City-approved platform must have internet connection and use their City-issued device. Votes cast using this method must be displayed publicly to avoid a vote by secret ballot pursuant to [RCW 42.30.060](#).

~~Voting Process when participation by Remote Communication Occurs.~~ City Councilmembers may appear in City Council meetings ~~via remote communication~~remotely pursuant to Section 7.11. During any City Council meeting in which any Councilmember appears ~~via remote communication~~remotely, the City Council meeting voting procedures shall be as follows:

1. For all questions put to ~~the City~~ Council vote, the Presiding Officer will repeat the names of the Councilmembers that presented the motion and the second to the motion.
2. At such time as the Presiding Officer calls for the vote, a Councilmember attending ~~via remote communication~~remotely must provide an audible vote so that any participant may hear their vote or by using a City-approved platform that records electronic votes where votes are displayed publicly. If any Councilmember is unable to vote by audible tone of voice or by voting electronically using a City-approved platform due to technical difficulties or otherwise, votes may be cast by clear hand signal. If the presiding officer is unable to determine a vote, then the undetermined vote shall not be considered. Only those votes that the presiding officer can determine shall be considered.
3. Should technical difficulties arise that prevents any Councilmember ~~appearing via remote communication~~attending remotely from audibly casting their vote, by City-approved electronic voting platform, or by clear hand signal when called upon, including, but not limited to dropped or compromised device connectivity, the following shall occur:
 - a. The Presiding Officer shall pause the meeting for up to ten (10) minutes to allow for resolution to the technical difficulties prior to closing the vote. No other matters shall be discussed by the ~~City~~ Council during any period when the meeting is paused under these circumstances.
 - b. The Councilmember experiencing technical difficulties shall first attempt to rejoin the meeting telephonically to cast a vote by voice.
 - c. Once telephonic connection is established, or if the Councilmember is unable to establish a telephonic connection, the Councilmember experiencing technical difficulties may attempt to rejoin the meeting using other remote communication means. Upon rejoining the meeting by other remote communication means, the Councilmember should mute or end any telephonic connection to minimize audio feedback.

Abstention from Voting

Any member may abstain from voting on any question; provided, at the time of declaring their abstention, they state the reason.

Tie Vote

A tie vote results in a failed motion. The presiding officer may publicly explain the effect of the tie vote for the benefit of the audience.

Reconsideration

Reconsideration of an item may occur by a majority vote of the Council. A member of the prevailing majority must make a motion for reconsideration when the previous vote was taken, and can be made no later than the next ~~regular~~Regular Council meeting after which the previous vote was taken.

9.13 Right of Protest

A Councilmember is never required to state reasons for a dissenting vote; provided, however, that any member of the Council shall have the right to have the reasons for their dissent from, or protest against, any action of the Council entered on the minutes.

9.14 Parliamentarian

The Mayor, or in the absence of the Mayor, the Deputy Mayor, shall serve as parliamentarian for the Council and as such shall decide all questions of parliamentary procedure in accordance with the parliamentary rules contained in *Robert's Rules of Order, Revised*. Before deciding any question of parliamentary procedure, the Mayor may request advice from the City Attorney or designee. In cases where serious errors in procedure are used or contemplated, the City Attorney, or designee, should give advice even when it has not been requested.

~~Amendments: December 16, 2021~~

- ~~• Resolution 1112~~
- ~~• Section 9.12 Voting Procedures~~

CHAPTER 10

Miscellaneous Council Policies

10.01 Guidelines for Use of Washington Center

The City periodically makes the Washington Center available free of charge for events in which the City has a major interest, with the following conditions:

The City has two free days available each year at the Washington Center. One free day is designated for City use, and one free day is designated for non-profit use. If the City decides not to sponsor an event, the second free day could be offered to a non-profit agency/organization.

1. The City accepts applications from January through July to request a free day in a subsequent year. For example, to reserve a date in 2004, an application should be submitted between January and July of 2003.
2. The requesting group must be non-profit in nature.
3. Use of the Center for the event does not occur more frequently than once each year.
4. No group will receive the use of the City's free day on an annual basis, unless no other eligible applications are received by the deadline.
5. The event may be used for fund-raising purposes if approved by the Lacey Council (funds raised in this way would be through admission charges, donation solicitation, or fee assessment).
6. The City determines there is general community interest in the proposed event.
7. The City determines that the activity constitutes a public use that the City is authorized to sponsor.
8. The City will receive formal recognition for its sponsorship, i.e., an announcement during the event, or recognition on a program or flier.
9. The group or individual, using the Center, agrees to hold the City harmless for any claims resulting from use of the Center.
10. Applicant must be willing to meet or comply with all Washington Center rules, regulations, and policies.
11. Applicant agrees to report attendance, participation rate, and other appropriate details in writing.

Procedure

1. Applicant must complete an *Application for Use of the Washington Center* form ~~and return it to~~ the ~~City Manager's office for processing.~~ ~~City's website:~~ www.CityofLacey.org/washington-center-community-use/
2. City Manager's staff will contact the Washington Center to confirm availability of the date requested.
3. The request will be forwarded ~~to the Community Relations and Public Affairs Committee for consideration. Their recommendation will be presented~~ to the full Council for approval.
4. City Manager's staff will notify the Washington Center and applicant of the Council's decision.

~~(Refer to Attachment 10.01A — Application for Use of the Washington Center.)~~

10.02 Waiver of Building Permit and Construction Related Fees

The purpose of this policy is to set forth specific requirements, parameters, and processes wherein the City Manager, or ~~his/her~~ designee, is authorized to waive specified building-related fees to assist low-income families with home ownership and to mitigate construction-related expenses for the Lacey Boys and Girls Club.

The ~~Lacey~~ Council finds that home ownership by low-income people benefits the general welfare of the City and its ~~citizens~~ community members. The Council also finds that waiving the payment of certain building fees will assist low-income families in owning a home. Further, the Council determined it will be beneficial to the youth of the community and the residents of the City to waive certain construction fees for projects which are constructed to carry out the activities of the Lacey Boys and Girls Club.

On October 13, 2005, Council passed Ordinance 1248 creating a policy to waive building, plumbing, electrical, and mechanical permit fees, and, water meter, water construction, traffic mitigation, and plan check fees for low-income home construction projects when all of the following provisions apply:

1. The single-family residential structure is to be owned and occupied by a qualifying low-income family;
2. The single-family residential structure is located within the City limits;
3. The single-family residential structure meets all building code requirements;
4. A qualified and experienced non-profit 501-~~C.(c)~~(3) organization sponsors, coordinates, and constructs the low-income single-family residential structure; and
5. The non-profit organization has a track-record, capacity, qualifying requirements, established policies and procedures, and a program of home construction for low-

income families very similar or equivalent to that offered through the Habitat for Humanity organization.

The Council herein finds that Habitat for Humanity, a non-profit 501.~~C.(c)~~(3) corporation, has a long-standing, positive record and an innovative, effective, and successful program of enabling home ownership for low-income families. The Council further finds that Habitat for Humanity low-income housing projects meet the requirements of this policy and qualify for waiver of the above referenced fees, unless otherwise determined by the City Manager.

On January 27, 2011, the Council approved Ordinance 1362 relating to the provision of services to youth of the community and providing a waiver of certain fees for construction of facilities by the Lacey Boys and Girls Club. The Council therein determined it to be beneficial to the youth of the community and the residents of the City to waive certain construction fees for projects which are constructed to carry out the activities of the Lacey Boys and Girls Club.

Procedure:

1. Habitat for Humanity, the Lacey Boys and Girls Club, or other qualifying organization, submit to the ~~Lacey~~ City Manager a written request for a waiver of fees. The request must include a thorough response to the above provisions, including the location of the project, an estimated timeframe for construction, and the name, e-mail, and telephone number of the person responsible for the project.
2. The waiver of fees does not remove responsibility for obtaining all building and related construction permits and associated inspection services. Habitat for Humanity, the Lacey Boys and Girls Club, or other qualifying organizations, are responsible for obtaining appropriate permits and inspections.
3. The City Manager makes arrangements through Habitat for Humanity, or other qualifying organization, for reimbursement of waived City fees if the home is sold within five years of construction or other time frame consistent with that established by Habitat for Humanity policy.
4. The City Manager is authorized to approve the fee waiver provided all requirements for eligibility are met. The City Manager notifies all involved departments of said waiver.
5. The City Manager notifies the ~~Mayor and~~ Council of a fee waiver and shall include a copy of the request for waiver with such notification.

(Refer to Attachment 10.02A – Ordinance 1248 and Attachment 10.02B – Ordinance 1362.)

10.03 Public Art Policy

The purpose of this policy is to provide a process for selecting and installing public artwork that defines City boundaries and entryways; creates a sense of community identity and character; reflects the City's history, heritage, values, and culture; makes the community more livable and enjoyable; and, celebrates the value, benefit, and contribution of art to our society.

The City will periodically acquire pieces of art to enrich our community, promote art appreciation, and enhance the aesthetics of our City. The Council retains final authority on the selection and placement of all art to be located in public rights-of-way and city-owned properties within Lacey. It is the intent of this policy that all art placed in the public rights-of-way, or placed on City-owned property be tasteful, non-controversial, and non-offensive.

Public art will be funded in part through revenue generated from an annual one dollar (\$1.00) per capita set-aside as outlined in ~~Resolution 1105~~Resolution 1105. Additionally, funds are to be budgeted in accordance with Lacey ~~Ordinance 1022~~Ordinance 1022, which provides that *all appropriations for city construction projects visible and useable by the public, except street and utility projects, which appropriations exceed \$500,000 shall include an amount equal to one-fourth of 1% of the estimated construction cost of such project for works of art.*

1. Selections of public art should accomplish one or more of the following objectives:
 - a. Define City boundaries or entryways into the community
 - b. Create a sense of community, identity, and character
 - c. Reflect Lacey's history, heritage, community values and culture
 - d. Provide interactive opportunities for the general public
 - e. Provide a pleasing living, working, and playing environment
 - f. Enhance economic development and attract visitors
 - g. Provide sustainable maintenance and operation costs
 - h. Create opportunities for civic engagement
 - i. Evoke a sense of fun
2. Themes for public art should reflect one or more of the following ideas:
 - a. The natural beauty of the City as reflected in its trees and lakes
 - b. A history of our community as reflected in historic buildings, founding families, and events of historical significance
 - c. The importance of family and youth in our community
 - d. Northwest artifacts, symbols and signs, including Native American Art, salmon, orcas, fishing, and timber
 - e. Historic reproduction lighting, ornamental poles, landscape furnishings, entry signs, park signs, clocks, bell towers, and fountains
 - f. The rich diversity of the community
 - g. Exceptional military service or the community's military connection

3. Public art should be placed at the following locations to compliment or enhance the surroundings:
 - a. Medians on arterial streets identifying entrances into the City
 - b. Activity hubs such as business districts, commerce centers, and residential areas
 - c. Roundabouts or traffic devices to compliment or enhance the natural landscaping of trees, shrubbery and bushes
 - d. City-owned civic buildings and grounds, such as City Hall, the Community Center, the Lacey Timberland Regional Library, the Lacey Child Care Center, and the Virgil S. Clarkson Senior Center
 - e. Lacey parks, trails, and publicly owned spaces
 - f. Utility structures maintained by the City to include, but not limited to, utility boxes, poles, sidewalks, and maintenance hole covers

Procedure:

1. City staff maintain a catalogue existing art pieces, which identify the artist, the location of the art piece and the purchase cost. The catalogue includes a map representing the locations of existing pieces.
2. City staff maintain a map representing the locations of existing art pieces.
3. City staff develop a list identifying locations to place art pieces over a six-year period and provide revisions to the list as pieces of art are completed.
4. The City solicits for art pieces pursuant to City purchasing policies. ~~The Community Relations Committee performs the initial review on solicitations and recommend art pieces for approval by the Council.~~
5. The full Council ~~review~~reviews and ~~approve~~approves the final purchase and placement of the art installation.

~~(Refer to Attachment 10.03A — Ordinance 1022, Resolution 1105.)~~(Refer to Ordinance 1022, Resolution 1105.)

10.04 Water Utility System

The purpose of this policy is to manage the City's water resources in a manner which protects environmental quality, provides for the public health, protects fish and other aquatic habitat, provides for a vibrant local economy, and accounts for anticipated growth mandated by the State Growth Management Act.

In response to limited water resources and despite the City's efforts described below, the Lacey Council passed ~~Resolution No. 917~~Resolution No. 917 on December 21, 2006, creating policies limiting the availability of water for future water customers. To address limited water resources, the City's previously:

1. Set goals for reducing per capita water usage by adopting a tiered water rate schedule, mandating limitations on summer watering schedules, providing for the use of reclaimed water, providing water conservation services and water audits to its customers and establishing a leak detection program.
2. Promoted water quality by acquiring land along the Woodland Creek corridor, consistently expending funds for habitat enhancement along Woodland Creek.
3. Entered into a lengthy process to eliminate untreated discharges of stormwater into service water bodies within the City's jurisdiction.
4. Adopted a low impact development ordinance and engaging in other activities designed to enhance water quality and salmon restoration.
5. Participated actively in the preparation and implementation of the WRIA 11 Nisqually River Watershed Management Plan and the planning efforts of the WRIA 13 Deschutes River Watershed Management Plan.
6. Partnered with LOTT Alliance for a Water Conservation Coordination Plan.
7. Supported the efforts of the interjurisdictional Stream Team and Project Green.
8. Cooperated with the City of Olympia for joint mitigation of potential impacts of water supply production.
9. Filed applications with the Washington State Department of Ecology for additional water rights and water right transfer.
10. Engaged jointly with the Cities of Olympia and Tumwater in an attempt to acquire and transfer for municipal use existing water rights formerly held by the Brewery located in the City of Tumwater.
11. Secured over one-half of its existing water rights by purchase from private parties with and adjacent to the City's water service area, however, the availability of additional rights to purchase is nearly exhausted.

Since the City was unable to secure water rights and water to provide for the health and safety of an expanding population mandated by the Washington State Growth Management Act, the Council instituted the following policies limiting the availability of water for future water customers:

1. The City shall only commit to future water services pursuant to Subsection B of this Section; provided, however, water services to properties located within the City shall be provided if both water rights and water production is available at the time that buildings located upon such properties are connected to the City's system.
2. Commitments for future water services shall be made by the City only if one of the following conditions applies:

- a. Sufficient water production is available and the owner or developer of the property provides water rights to the City sufficient to serve such property and the transfer of such water rights for municipal use is approved by the State Department of Ecology.
 - b. The owner or developer of the property provides water rights to the City and facilitates an acceptable water supply agreement with another qualified water purveyor for furnishing to the City sufficient water to serve the subject property.
 - c. The owner or developer of the property enters into an agreement acceptable to the City which commits such owner or developer to use reclaimed water for all irrigation and toilet flushing within the development and, in addition, where feasible and allowed by State law and regulation, use for other purposes within the development. The City shall not approve such an agreement unless a sufficient supply of reclaimed water beyond that needed for water right mitigation is available in the area in question and the agreement makes provision for the installation or advanced payment for the infrastructure necessary to store, distribute, and convey such reclaimed water from LOTT reclaimed water facilities to the development.
3. The City Manager is authorized to enter into such agreements as may be necessary pursuant to the Coordinated Water System Plan for Thurston County for providing of temporary water service by other public water purveyors or water purveyors meeting the requirements of the Washington State Department of Health and regulated by the Washington State Utilities and Transportation Commission to properties which are located within the City's service area but cannot currently be served by the City under the policies adopted.

~~(Refer to Attachment 10.04A – Resolution 917.)~~

(Refer Resolution 917)

10.05 Spirit of Lacey Award

The Spirit of Lacey Award program provides the Council a formalized means of recognizing individuals, organizations, and businesses who make significant contributions to the betterment of the greater community, or, whose acts of heroism, courage, selflessness, or exceptional volunteerism are worthy of special recognition.

Eligibility

1. Individuals
2. Organizations – private, public, and not-for-profit
3. Businesses

Criteria

1. Exceptional contributions that promote the betterment of the community (e.g., long-term extraordinary individual or group volunteerism that meets a special need in the community or provides a service not otherwise provided)
2. Actions that provide long-term value and benefit for future generations (e.g., initiating a major new program with broad community-wide benefit and that fills a critical need)
3. Acts of heroism and selflessness (e.g., saving a life, by risking one's own life)
4. Exceptional environmental stewardship (e.g., a major land donation that protects and preserves sensitive environmental property)
5. Extraordinary generosity or investment in the community (e.g., a major cash or land donation valued that helps address an important community need and enhances the overall community)

Frequency

1. As merited.

Note: The *Spirit of Lacey Award* recognizes 'exceptional' and 'out-of-the-ordinary' contributions to the community. It is intended to be awarded sparingly and on a limited basis so as not to diminish its significance and the extraordinary contributions of recipients.

Nomination Process

1. ~~Nominations can be made by submitting a nomination form in writing at any time to the Council Community Relations Committee, 420 College Street, Lacey, WA, 98509, or via e-mail to council@ci.lacey.wa.us, on the City's website.~~
 1. Individuals, businesses, and organizations are welcome to submit nominations. Nomination forms should document in detail the significant and extraordinary contributions of the proposed recipient.
2. Information about the *Spirit of Lacey Award*, including this program outline, is available on the ~~City's website~~[City's website](#) for general public access and to encourage submittal of nominations.

Selection Process

1. ~~The Lacey Council Community Relations Committee schedules time at a regularly scheduled meeting to determine if there are any businesses, individuals, or organizations that qualify for the *Spirit of Lacey Award*.~~
- 2.1. Nominations received during the course of the year will be considered along with other recommendations, if any.

~~3.2.~~ The ~~Community Relations Committee~~Council reviews and deliberates on the merits of each nomination utilizing the criteria and principles established herein.

- a. If the ~~Committee~~Council determines the nomination meets the criteria, ~~their recommendation they will be forwarded to the Council with documentation supporting the exceptional actions or extraordinary contributions of the individual, business, or organization~~recognize the nomination at a future Regular Council Meeting.
- b. If the ~~Committee~~Council determines the nomination does not meet the criteria, the ~~nomination will not be forwarded to the Council. For those that are not forwarded to the Council, the Committee will determine~~Council may discuss the appropriate level of recognition and acknowledgment based on the information received as part of the Spirit of Lacey nomination process.

Award and Presentation:

1. *Spirit of Lacey Awards* will be presented to recipients by the Mayor at ~~regularly scheduled and televised~~a Regular Council meetingsMeeting.



2. Recipients of the Award will be acknowledged on the City's official website, provided permission is granted.

Historical Record:

1. A record of all *Spirit of Lacey Award* recipients will be maintained ~~by~~on the ~~City Manager's Office and will be made available to the Community Relations Committee as a means of ensuring nominations meet the high standard of exceptional and extraordinary contribution to the community~~City's website.

~~(Refer to Attachment 10.05A — Spirit of Lacey Award Nomination Form)~~(Refer to Spirit of Lacey Award Nomination Form)

10.06 Annexation Policy

The Annexation policy serves as the framework from which specific annexation requests can be reviewed and evaluated.

Guiding Principles

1. The City ensures that annexations are processed in accordance with State annexation laws in a timely and efficient manner.
2. The City insures that annexations include the participation of the annexation area residents through either the petition or election methods of annexation.
3. The City collaborates on annexations with affected jurisdictions in order to accomplish an orderly transfer of contiguous lands within the urban growth area into the City (county wide policy).

Process and Review Criteria

The City utilizes standard criteria, empirical data, and best practices to evaluate annexation requests to ensure they best meet the service delivery, health and safety, quality of life, financial goals, and policies of the City.

1. The City evaluates all annexations on the basis of their short and long-term community impact. Prior to annexation, the City will perform a study of the annexation area as suggested in the MRSC annexation handbook, which at a minimum, includes the following information:
 - a. Statistical data
 - b. Maps
 - c. Existing public services, level of service, and cost
 - d. Crime statistics
 - e. Roadway condition analysis
 - f. Traffic management deficiencies
 - g. Capital improvement requirements
 - h. Utility assessment
 - i. Water, wastewater, and storm water system assessment
 - j. Environmental assessment
 - k. Urban service needs
 - l. Service requirement costs
 - m. Estimated revenues
 - n. Social and economic characteristics
 - o. Impact on existing inter-local agreements
 - p. Special issues, if any
 - q. Amount of bonded indebtedness to be assumed by the annexation area.
2. The City considers expanding or contracting the area of a proposed annexation when such an expansion or contraction would serve to make City boundaries more regular, where the area to be served is a logical extension of City service capabilities, or where the best interests of the city are an overriding consideration.

3. Annexation of land should be directly dependent upon the City's ability to provide, acquire, operate and maintain services for public works (streets, stormwater, water, and sewer), police protection, parks and recreation, code enforcement, and related municipal services. Annexation should be considered only after the City is satisfied that these services a) can be made available in a manner cost effective to the City, b) are not detrimental to existing services provided Lacey residents, and, c) the annexation is in the best interest of the City.
4. Private streets, facilities, and/or utilities located in an annexation area will not be assumed by the City as a result of annexation unless requested and the private streets, facilities and/or utilities meet the City's current standards for construction and maintenance and, it is in the interest of the City to assume this additional responsibility.
5. An area proposed for annexation will assume its prorated share of the City's bonded indebtedness existing at the time of annexation.
6. The City evaluates proposed annexations based on the following criteria:
 - a. The ability of the City to provide public services at a level equal to or better than that available from current service providers;
 - b. The ability of the City to provide public services at the City's current levels of service;
 - c. Whether the annexation will cause a financial burden or a reduction in level of service to the City or existing ~~citizens~~community members;
 - d. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island(s);
 - e. Whether the annexation would follow logical boundaries, such as streets, subdivisions, waterways, or substantial topographic changes;
 - f. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery;
 - g. The relative costs and affordability to serve the proposed annexation versus the revenue to be derived from annexation;
 - h. The proposed annexation is consistent with the Growth Management Act and the adopted Comprehensive Plan; and
 - i. The capital cost and affordability to the City of making required infrastructure improvements and/or addressing infrastructure deficiencies.
7. In order to accomplish the above, the City will support the following annexation procedures:
 - a. The City Manager designates the Community Development Department and/or other staff to perform the following:
 - i. Receive and process annexation requests.
 - ii. Furnish the public and City officials with annexation procedure information
 - iii. Coordinate the preparation of annexation studies, technical studies and assessments on the impacts from annexation

- b. The City reviews the zoning of the annexation area to ensure consistency with the adopted comprehensive plan. The annexation request will be referred to the Planning Commission if a comprehensive plan amendment or rezone is warranted.
- c. Prior to any annexation, the City confers with affected special districts and other jurisdictions to assess the impact of annexation.
- d. The City should follow the provisions of [RCW Chapter 35A.13](#) regarding its relationship to water districts when annexation takes place.
- e. The City creates, updates, refines, and maintains a City annexation brochure and other informational resources relating to annexation.
- f. The City develops a standardized matrix and evaluation process for conducting fiscal feasibility studies to determine the economic impact of proposed annexations.
- g. The City develops a priority list of annexations based on the development potential of land within the planning area and the “squaring” up of boundaries for service enhancement. Annexations processed at the request of property owners will be prioritized as they are received.

Utilities

The City should support the extension of City utilities into the unincorporated Urban Growth Area, provided the utilities extension meets City standards, is consistent with current City utility policies, and the residents to be served commit to annexation into the City when the City deems annexation is appropriate.

1. Unincorporated, undeveloped land which is immediately adjacent to the City boundary should be required to annex to the City at the time development is proposed in order to receive the full range of urban services. Provided, the policies and requirements of this document are satisfactorily met.
2. Unincorporated and undeveloped land, which is located within the Urban Growth Area but is not adjacent to the City boundary and is not practical to annex at the time of development may be developed subject to compliance with the Comprehensive Plan and implementation ordinances, standards and guidelines. Connection to utilities should not occur unless public improvements are constructed to City standards and the properties served commit to annexation into the City when the City deems annexation is appropriate.
- ~~3. Until adequate water rights are obtained as determined by the City, annexation of undeveloped properties will be considered only if the terms of Resolution 917 are met, summarized below: (Resolution 917)~~
3. Until adequate water rights are obtained as determined by the City, annexation of undeveloped properties will be considered only if the terms of Resolution 917 are met, summarized below: (Resolution 917)

- a. Sufficient water production is available and the owner or developer of the property provides water rights to the City sufficient to serve such property and the transfer of such water rights for municipal use is approved by the Department of Ecology.
 - b. The owner or developer of the property provides water rights to the City and facilitates an acceptable water supply agreement with another qualified water purveyor for furnishing to the City sufficient water to serve the subject property.
 - c. The owner or developer of the property enters into an agreement acceptable to the City which commits such owner or developer to use reclaimed water for all irrigation and toilet flushing within the development and, in addition, where feasible and allowed by state law and regulation, use for other purposes within the development. The City shall not approve such an agreement unless a sufficient supply of reclaimed water beyond that needed for water right mitigation is available in the area in question and the agreement makes provision for the installation or advanced payment for the infrastructure necessary to store, distribute and convey such reclaimed water from LOTT reclaimed water facilities to the development.
4. The City may, by Council approval, coordinate the extension of City utilities and services to developed and undeveloped properties to encourage and guide needed and desirable urban growth, provided that ~~(Resolution 541):~~(Resolution 541):
- a. The owners of lands to be served by such water and/or sewer service agree to participate financially by formation of local improvement district or other means, to the extent and in the manner agreeable to the City, in capital improvements taking or projected to take place.
 - b. The area and property owners served by water and/or sewer are subject to a contractual arrangement wherein it is agreed all utility improvements meet City standards and residents of the area agree to annex to the City at such time the City deems appropriate.
 - c. The owners of lands to be served by such water and/or sewer service, provide when requested by Local Improvement District or other non-City funds, specified water and/or sewer supply, transmission, distribution and storage facilities, intertied with City systems. Ownership and control of such facilities shall be transferred to the City following construction, inspection and acceptance.

~~Inter-local~~Interlocal Agreements

1. The City where appropriate, collaborates with adjacent jurisdictions in the creation of ~~inter-local~~interlocal agreements to provide technical and financial support for the extension and improvement of public services and facilities within in the City's Urban Growth Area.
2. The City supports the Memorandum of Understanding between the Lacey, Olympia Tumwater and Thurston County relating to Urban Growth Area Zoning and

Development Standards establishing uniform adoption and implementation of comprehensive plan, zoning and development standards within the Urban Growth Boundary.

The City participates in the planning for areas outside its boundaries but within its urban growth area to ensure that land uses are compatible with the City and Thurston County Land Use Plan for the Lacey Urban Growth Area, goals, policies and land use designations.

(Refer to Attachment 10.06A through 10.06E – Growth & Annexation Policies.)

10.07 Interlocal Agreements Approval Process

Policy

The following policy is established for Interlocal Agreements approved by the ~~Lacey~~ Council.

Definition

Interlocal Agreements are authorized through the Interlocal Cooperation Act, ~~Chapter 39.34 RCW~~Chapter 39.34 RCW. The act provides for public agencies to contract with one or more other public agencies to perform governmental activities or services which each agency is authorized by law to perform individually. This means a city may contract with another city, the county, a special purpose district, or an agency of the state or federal government.

Procedure

1. Determine classification category for the interlocal agreement.
 - a. Routine
 - i. Any Interlocal Agreement that requires a City commitment of equal to or less than \$25,000; or
 - ii. Any agreement previously established that is set for renewal or amendment that does not include any significant language changes or increase in level of City support.
 - b. Substantial or Significantly Modified
 - i. Any Interlocal Agreement that requires a City commitment of more than \$25,000; or
 - ii. Any agreement previously established that is set for renewal or amendment that **includes** significant language changes or increase in level of City support.

2. Each category must follow its respective approval process for Interlocal Agreements.

a. Routine Category

- i. The City Manager is authorized to execute Interlocal Agreements categorized as "Routine."
- ii. The City Manager will report on approved Routine Interlocal Agreements during the City Manager's Report.

b. Substantial or Significant Category

- i. Any Interlocal Agreement categorized as "Substantial" or "Significantly Modified" should be presented to the ~~respective~~ Council Committee for consideration.
- ii. ~~After committee review, the Interlocal Agreement should then be forwarded to the full Council for consideration.~~

10.08 Land Acknowledgement

The purpose of this policy is to establish a City of Lacey Land Acknowledgment and provide guidance for City of Lacey employees, volunteers, appointed officials, and elected officials on its use. This policy is subject to change.

Land Acknowledgements

Land Acknowledgements are rooted in many Indigenous people's practices and cultural protocols in order to recognize other Indigenous peoples whose land one is a guest on.

"It is important to note that this kind of acknowledgement is not a new practice developed by colonial institutions. Land acknowledgement is a traditional custom dating back centuries for many Native communities and nations. For non-Indigenous communities, land acknowledgement is a powerful way of showing respect and honoring the Indigenous Peoples of the land on which we work and live. Acknowledgement is a simple way of resisting the erasure of Indigenous histories and working towards honoring and inviting the truth..."

Duwamish Tribe webpage

A land acknowledgement is a formal statement that recognizes, pays tribute to, expresses gratitude and respect for, affirms the ongoing relationship between indigenous people and the land, and helps raise awareness of the Indigenous histories, perspectives, and experiences — past, present, and future. In addition, Land Acknowledgements:

- Express support for Indigenous communities.
- Raise awareness of histories that led to past and current development of area, including history of dispossession, displacement, colonialization, cultural erasure, broken treaties, etc.
- Recognize the positive impacts of indigenous history and culture on the greater community.
- Are a first step to inspire more action and better relationships indigenous people.
- Are not intended to be a performative act.
- Are ceremonial in nature and do not carry any legal authority.

The City's Land Acknowledgement was reviewed by members of the Nisqually Indian Tribe. In adopting a local land acknowledgement, the City is not taking a position on the status of federal recognition for any tribe. The City recognizes that land acknowledgements are powerful statements and that these statements are most meaningful when paired with authentic and sustained relationships with Indigenous communities.

City of Lacey Land Acknowledgement

We acknowledge the ancestral land we are on today as the traditional territory of the Tribal People of the Treaty of Medicine Creek, signed in 1854, including the Nisqually Indian Tribe and Squaxin Island Tribe.

We acknowledge, remember, and must not forget those Tribal People that are named but not recognized today, and who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here.

We acknowledge, Indigenous People who called the land home before the arrival of settlers and have been here Since Time Immemorial.

We recognize the relationship that exists between Indigenous People and their traditional territories, which include the religious significance, self-determination, identity, and economic factors. The relationship helps all people heal from the past and learn how not to inflict new wounds today.

We recognize and respect Indigenous People as traditional stewards of this land, and acknowledge the Tribal Governments and their role today in taking care of these lands.

We recognize that this land acknowledgement, and the Nisqually-Lacey Accord of 2011, are small steps toward true allyship. We commit to partnering with the Tribal People of the Treaty of Medicine Creek to continue to uplift the voices, experience, and histories of indigenous people of this land and beyond.

We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today.

We recommend that community members read the Medicine Creek Treaty of 1854.

City of Lacey Abbreviated Land Acknowledgement

We [or insert object, e.g., "This Marker is"] are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today. We recommend that community members read the Medicine Creek Treaty of 1854.

Land Acknowledgement Use

The above Land Acknowledgements may be used:

- 1.3. To open City meetings, events, or programming;
- 2.4. As part of City plans, reports and other adopted documents; and
- 3.5. On City signage, markers, maps, and other materials.

Guidelines for use of the Land Acknowledgment is provided below. Please contact the City Manager's Office if you are planning to use the Land Acknowledgement for uses #2 and #3.

1. City Meetings, Events or Programming

For City Council meetings, the full or abbreviated Land Acknowledgement should:

- 1. Be printed on every ~~regular~~Regular and ~~special~~Special Council meeting agenda, and
- 2. Read out loud at Council meetings where appropriate, as determined by the Mayor or presiding officer.

Additionally, the Land Acknowledgement may be used at the beginning of meetings or other events hosted by the City. Such meetings could include, but are not limited to:

- 3. City staff meetings;
- 4. City Advisory Board or Commission meetings;
- 5. Community meetings hosted by the City, such as town halls, open houses, focus groups, or similar;
- 6. Ceremonial events, such as ribbon-cuttings; and
- 7. City events, such as large-scale Parks, Culture, and Recreation events.

It is not recommended to assert or suggest using the Land Acknowledgement for meetings or events hosted by other organizations.

Recommendations for Use at City Meetings or Events:

1. The full or abbreviated Land Acknowledgement should be read at the beginning of meetings or events.
2. Keep the introduction of the Land Acknowledgement simple and direct:
"To start this meeting/event, I would like to read the City's adopted Land Acknowledgment statement..."
3. Best practice guidance from Indigenous People is that you speak from your heart when reading the Land Acknowledgement, do not make the reading performative.
4. Do not include other announcements about social, political, or City initiatives alongside the Land Acknowledgement. The Land Acknowledgement should be and feel separate from any other announcements.

If anyone at a City meeting or event has a question or concern about the use of the Land Acknowledgement, they can refer to the City's website www.CityofLacey.org/LandAcknowledgement and/or the City's Manager Office.

2. City Plans, Reports and Other Adopted Documents

The full text of the Land Acknowledgement can be added to the beginning of City Plans, Reports and Other Adopted Documents. In this context, "Adopted Documents" is defined as policy documents that are adopted by the City-Council.

For such documents, the full text of the Land Acknowledgement should be used with the footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

As some documents have pages that are intentionally left blank, the Land Acknowledgement should appear on the first page that has text after the cover page. The Land Acknowledgement should appear before all other text elements. No visual or graphics should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author's discretion.

3. Signage, Markers, Maps, and Other Materials.

The full or abbreviated Land Acknowledgement can be added to printed City signage, markers, maps, and other materials.

For such a use, when possible, the full Land Acknowledgement should be used, with the following footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

With projects with space limitations that prevent the use of the full Land Acknowledgement, the abbreviated Land Acknowledgement should be used, with the following footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

No visual or graphic should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author's discretion.

Land Acknowledgement on City Webpages

A link to the Land Acknowledgement webpage should be made available on the top banner of the City website and other City operated websites. Given the presence of this link, there is no need to include the Land Acknowledgement on specific projects, programs, or other webpages. A link to the Medicine Creek Treaty of 1854 will be provided on the Land Acknowledgement page.

Amendments: September 21, 2023

- ~~Resolution No. 1137~~
 - ~~Section 10.08 Land Acknowledgement~~

DRAFT

Attachments

~~2.12A Resolution 1071 Relating to the Organization and Procedures of the City Council~~

~~2.12A Resolution 893 Relating to the Responsibilities of Council Committees and Modifying the Provisions of Resolution 842~~

~~2.12A Resolution 842 Relating to the Organization and Procedures of the City Council~~

~~2.12A Resolution 620 Relating to the Organization and Procedures of the City Council~~

~~2.15A Application for Appointment to Lacey City Council Boards & Commissions~~

~~4.06A Resolution 945 Approving and Adopting the Fiscal Policies of the City~~

~~4.06A City of Lacey Fiscal Policies~~

~~4.07A Finance Policy:~~

LINKS

Resolution 1071 Relating to the Organization and Procedures of the City Council

Resolution 842 Relating to the Organization and Procedures of the City Council

Resolution 620 Relating to the Organization and Procedures of the City Council

Application for Appointment to Lacey City Council Advisory Boards

Resolution 945 Approving and Adopting the Fiscal Policies of the City (includes: Reserve Fund Policies, Budget – Revenue and Expenditure Policies, Enterprise Fund Policies, Cash Management and Investment Policies, Accounting, Financial Reporting, and Auditing Policies, Debt Management Policies, and Capital Maintenance and Replacement Policies)

Finance Policy: Reimbursement for Expenses Incurred in Conduct of City Business

~~5.07A~~ Application Requesting Council Action on a Resolution

~~5.09A~~ Application to Request City Proclamation

~~5.12A~~ Resolution 1120 Updating the City of Lacey's Flag Policy

~~7.05A~~ Resolution 1118 Updating Executive Session

~~7.07A~~ Resolution 1118 Updating Public Comment and Public Hearing

~~7.08A~~ Resolution 1118 Updating Audio and Video Recordings of Meetings

~~10.01A~~ Application for Use of the Washington Center

~~10.02A~~ Ordinance 1248 Relating to Home Ownership by Low Income Families, Certain Fees for the Construction of Such Homes and Adopting a Summary for Publication

~~10.02B~~ Ordinance 1362 Relating to the Providing of Services to Youth of the Community...

~~10.03A~~ Ordinance 1022 Relating to Public Art

~~10.04A~~ Resolution 917 Relating to the Providing of Services by the City's Water Utility System

~~10.05A~~ Spirit of Lacey Award Nomination Form

~~10.06A~~ Resolution 541 Growth and Annexation Policies

~~10.06B~~ Lacey Growth Policy

~~10.06C~~ Annexation Policy

~~10.06D~~ Memorandum of Understanding on Urban Growth Management

~~10.06E~~ Lacey Extraterritorial Planning Issues and Approach **Application to Request City**

Proclamation

Resolution 1120 Updating the City of Lacey's Flag Policy

Resolution 1118 Updating Executive Session

Resolution 1118 Updating Public Comment and Public Hearing

Resolution 1118 Updating Audio and Video Recordings of Meetings

Application for Use of the Washington Center

Ordinance 1248 Relating to Home Ownership by Low Income Families, Certain Fees for the Construction of Such Homes and Adopting a Summary for Publication

Ordinance 1362 Relating to the Providing of Services to Youth of the Community

Ordinance 1022 Relating to Public Art

Resolution 917 Relating to the Providing of Services by the City's Water Utility System

Spirit of Lacey Award Nomination Form

Resolution 541 Growth and Annexation Policies (includes Lacey Growth Policy, Annexation Policy, Memorandum of Understanding on Urban Growth Management, and Lacey Extraterritorial Planning Issues and Approach)



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Appointment of Hearings Examiner Pro Tempore

RECOMMENDATION: Confirm Mayor Ryder's appointment of Trebucket Legal Consulting, LLC (TLC Law) as Hearings Examiner Pro Tempore pursuant to Section 2.30.020 Lacey Municipal Code.

STAFF CONTACT: Rick Walk, City Manager *RW*
Grant Beck, Planning & Development Services Manager *[Signature]*

ORIGINATED BY: Community & Economic Development Department

ATTACHMENTS: None

FISCAL NOTE: The adopted budget identifies funding for Hearing Examiner Services

WORK PLAN GOAL AND STRATEGY: Coordinated & Collaborative Planning - (B)(2)
Review Development Regulations
Ongoing Services

OTHER POLICY DOC. ALIGNMENT: Comprehensive Plan Economic Development Element (1)(B)
Ensure Lacey's development process remains clear, predictable, timely, and efficient.

COMMUNICATIONS PLAN: None

HOUSING ACTION PLAN: Many goals reference a streamlined permitting process.

PRIOR REVIEW: None

BACKGROUND:

In 1997, the City entered into a contract for Hearings Examiner Services with the firm Driscoll & Hunter. In 2007 an amendment to the contract was approved that changed certain terms and costs and acknowledged the change of the firm name to Sound Law Center.

The Attorney appointed by Sound Law Center to provide Hearings Examiner Services to the City of Lacey has been Andrew Reeves. Mr. Reeves has recently left Sound Law and is with the firm Trebucket Legal Consulting, LLC (TLC Law).

On October 25, 2023, Sound Law Center issued a notice of termination of services to the City leaving the City without a Hearings Examiner or Hearings Examiner Pro Tempore.

CURRENT SITUATION:

The Community & Economic Development Department is currently reviewing an application for subdivision, which is a quasi-judicial land use permit application where the Hearings Examiner would conduct an open record public hearing after which they will make a recommendation for action to the City Council.

The applicant has indicated that delay of hearing may adversely impact the ability of the project to move forward.

The Council is also considering amendments updating Chapter 2.34 Lacey Municipal Code – Hearings Examiner. Prior to Sound Law Center's termination of the Hearings Examiner contract, the Department intended to issue a request for qualifications for Hearings Examiner services after the code amendments were approved by Council. It is still the intention to issue an RFQ and go through the process for the Mayor to appoint and the Council to confirm an Examiner, but the appointment of a Hearings Examiner Pro Tempore until a regular Examiner is appointed will allow land use applications under review to continue without being delayed.

OPTIONS:

1. Confirm the Mayor's appointment of TLC Law as Hearings Examiner Pro Tempore. This option will allow development applications to proceed through the process until such time as the City can issue a Request for Qualifications for Hearings Examiner's services and the Mayor appoints and the Council confirms a Hearings Examiner pursuant to Chapter 2.30 LMC.
2. Do not confirm the appointment of a Hearings Examiner Pro Tempore. This option would allow the City go through the full and complete process to appoint a regular Hearings Examiner, but would require the delay of pending development applications.



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: 2023 Well Rehabilitation Project

RECOMMENDATION: Motion: Award Lacey Contract number PW 2023-42 to low bidder Empire Well Drilling LLC from Wenatchee, WA in the amount of \$399,237.00.

STAFF CONTACT: Rick Walk, City Manager *RW*
Scott Egger, Public Works Director *SE*
Scott Devlin, Operations Manager *SD*
Ed Andrews, Water Supervisor *EA*
Tyson Poeckh, Project Admin *TP*
Brandon McAllister, Utility Engineer *BM*

ORIGINATED BY: Public Works Department

ATTACHMENTS: NONE

FISCAL NOTE: NONE

WORK PLAN GOAL AND STRATEGY: Quality Transportation & Infrastructure - (H)

WATER SYSTEM PLAN: Infrastructure Rehabilitation

PRIOR REVIEW: Council approved the Water Capital Funds as part of the 2023 Budget. Well rehabilitation for wells S07, S24, and S29 are all listed as projects in the 2023 Water Capital Fund programs, goals, and priorities. Funding for the project is provided through the fund source WA2229, WA23W7, and WA2324; 410-3418-534.90.

BACKGROUND:

The City's well rehabilitation program is designed to provide for recurring maintenance efforts at the City's 20 drinking water wells. This program provides for the cleaning and refurbishment of each well on a 10-year interval or when specific capacity has declined by 10% or more. Work performed during rehabilitation typically consists of scrubbing of the screens, removal of sedimentation, and inspection/replacement of the pumping equipment. Each well is unique in its water chemistry and aquifer characteristics, which can lead to some wells requiring more frequent rehabilitation and some less. Staff continually monitors the performance of each site to determine the appropriate schedule for each well and to quickly react to unexpected changes. This program is essential to maintaining the reliability and longevity of the City's drinking water sources.

The wells selected for rehabilitation as part of this project are S07, S24, and S29. Well S07, located near the intersection of Pacific Ave and Bowker St., is among the City's top producers regularly delivering 2 million gallons or more per day to Lacey customers. Originally constructed in 1976, this well requires more frequent rehabilitation due to its age, water chemistry, and aquifer sediments. Despite rehabilitation efforts in late 2020, this well's efficiency has continued to decline, necessitating follow-up work.

Well S24, located near the Nisqually River on 6th Ave, provides roughly 1/3rd of the water needed to serve the Nisqually valley. Despite its relatively small capacity of 80 gallons per minute, it is an important asset and provides water reliably and predictably. Well S24 was last rehabilitated in 2012 and is beginning to show declines in efficiency.

The third well included in this round of rehabilitation is S29. It is situated near the intersection of Marvin Rd and 31st Ave in the Hawks Prairie area. Originally constructed in 2005, this well has never been rehabilitated and has reliably contributed 1,000 gallons per minute to the City's water system for the last 18 years. This well is critical to meeting summer water demand and its gradual decline in efficiency over the last 2 years shows that it is ready for its first ever cleaning.

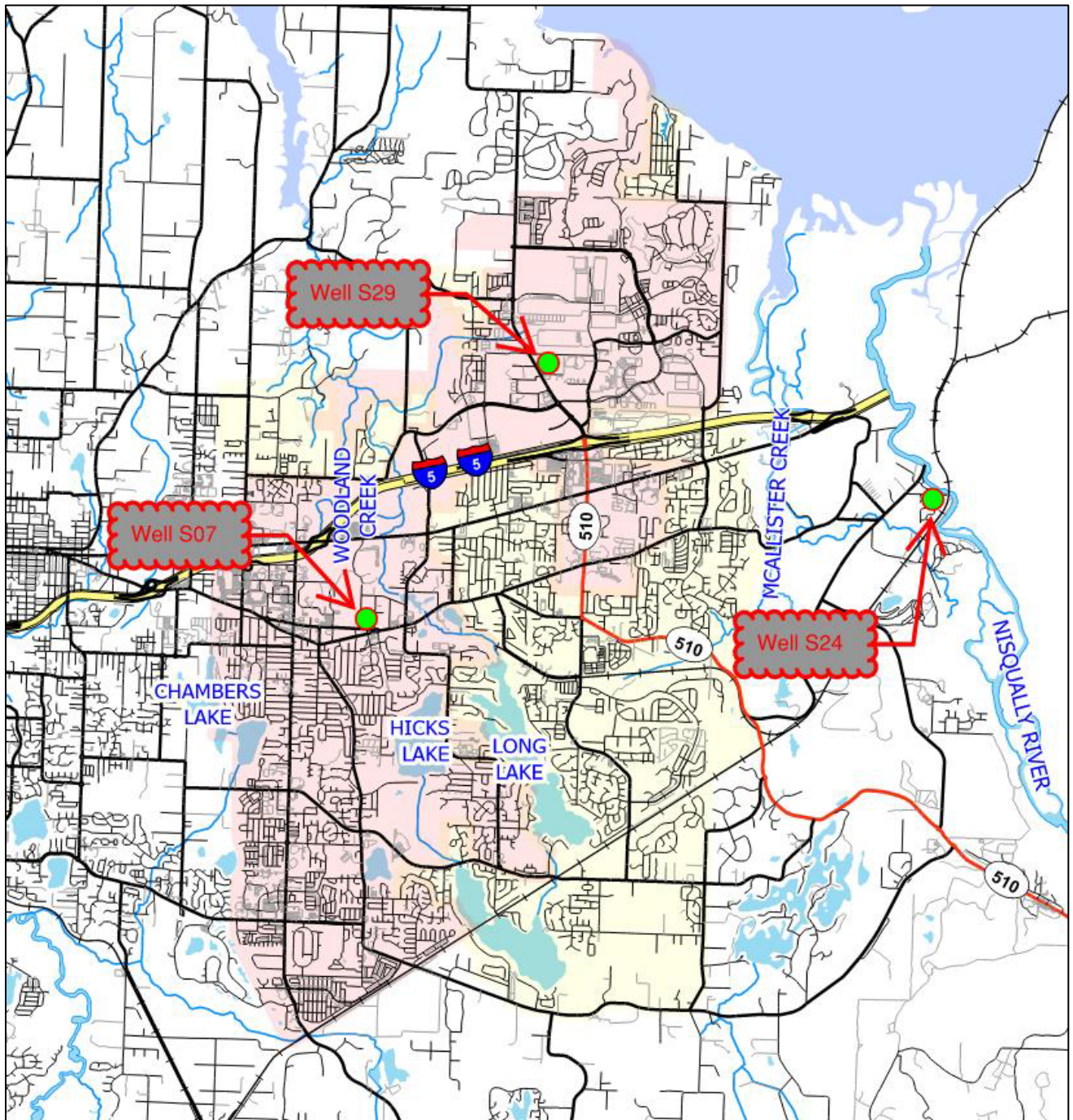
The 2023 Well Rehabilitation project was advertised for 2 weeks and bids were opened November 8, 2023. Two (2) bids were received, a low number of bids is generally expected for well drilling and rehabilitation work. One bid was rejected due to errors in the bid proposal. Regardless of the errors, the other bid from Empire Well Drilling LLC from Wenatchee, WA was the lowest received in the amount of \$399,237.00. The Engineer's Estimate is \$369,234.00. A Bid Summary Sheet is below.

Empire Well Drilling is qualified and capable of performing the work. Work is anticipated to start in January and there are 90 working days allotted.

BID SUMMARY TABLE

City of Lacey 2023 WELL REHABILITATION PW 2023-42		
Contractor	Bid Amount	Pos
Empire Well Drilling LLC	\$399,237.00	1
Holt Services, Inc	Rejected	
Engineer's Estimate: \$369,234.00		

PROJECT LOCATION MAP





CITY COUNCIL MEETING
December 7, 2023

SUBJECT: Interlocal Agreement with Thurston County for the Pacific Ave SE Pavement Preservation Project

RECOMMENDATION: Motion: Authorize the City Manager to sign the Interlocal Agreement with Thurston County for the Pacific Avenue Pavement Preservation Project

STAFF CONTACT: Rick Walk, City Manager *RW*
Scott Egger, Public Works Director *SE*
Aubrey Collier, City Engineer *AC*
Martin Hoppe, Transportation Manager *MH*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. Interlocal Agreement with Exhibits A-C
2. Project Vicinity Map

FISCAL NOTE: Thurston County received a 100% Federal Grant to overlay Pacific Avenue. Proportionately, this equates to \$1,337,700 of work within the current City Limits. It is not anticipated that any additional funds will be needed unless bids are higher than expected or a change order is needed that would exceed the grant. If additional funds are needed Transportation Benefit District collected funds are available.

WORK PLAN GOAL AND STRATEGY: Quality Transportation & Infrastructure

PRIOR REVIEW: Public Works stakeholders and the City Attorney have reviewed the ILA.

BACKGROUND:

Prior to the Lake Lois Pacific Avenue Annexation, Thurston County received a federal grant to overlay Pacific Avenue from Lacey City limits to Union Mills Road. Upon notice of the annexation Thurston County approached the City to partner on the project to maintain the original scope. As noted above the scope of work within the city limits equates to \$1,337,700. It is not anticipated that any additional funds will be needed unless bids are higher than expected or a change order is needed that would exceed the grant. If project costs exceed the estimated \$1,337,700, Transportation Benefit District (TBD) are available in the event actual cost exceed the project cost estimate. TBD funds are allowed to fund this project because the scope of work is pavement rehabilitation as opposed to new street construction and improvements.

City staff worked Thurston County to develop the plans for this project. The project is expected to be advertised late 2023, with construction beginning early/mid 2024.

NEXT STEPS:

- Option 1:** Approve a motion to authorize the City Manager to sign the Interlocal Agreement Between the City of Lacey and Thurston County for the Pacific Avenue Pavement Preservation Project. , This option is recommended by staff.
- Option 2:** Modify and then approve the City Manager signing the Interlocal Agreement. Doing so will require approval by Thurston County and would result in delay and possibly jeopardize grant funding for the project.
- Option 3:** Do not approve the City Manager signing the Interlocal Agreement. Doing so will cause the funding for the project to be put in jeopardy.

AGREEMENT TO PERFORM GOVERNMENTAL ACTIVITIES
Between
THURSTON COUNTY
And
CITY OF LACEY

THIS AGREEMENT is entered into duplicate originals between Thurston County, hereinafter “County,” and the City of Lacey, hereinafter “City.”

WHEREAS, the County is planning a road project entitled Pacific Ave Pavement Preservation, CP# 98408, hereinafter “County Project;” and

WHEREAS, the County Project will include improvements to the roadway corridor along Pacific Ave SE within the City Right of Way (between Carpenter Rd SE and Kinwood St SE) and a portion of the City of Lacey property, hereinafter “City Road Work”; and

WHEREAS, the City Road Work shall include all materials, equipment, labor, administration and any other efforts required to perform the construction of the City Road Work; and

WHEREAS, the City is solely responsible for all costs associated with the City Road Work beyond the \$1,337,700 funded through Washington State Department of Transportation (WSDOT) Local Programs; and

WHEREAS, the County and the City have negotiated the Scope of Work and Cost Estimate for the City Road Work to be included in the County Project as set forth in this Agreement; and

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in the County Project, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, it is deemed to be in the best public interest for the County to include the items of the City Road Work in the County’s Project;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED BY THE COUNTY AND THE CITY AS FOLLOWS:

1. PLANS AND SPECIFICATIONS

1.1. The County, through its selected Contractor, agrees to perform the City Road Work, in accordance with the Scope of Work set out in Exhibit A, Cost Estimate set out in Exhibit B, and Plans and

Specifications set out in Exhibit C, all of which are attached hereto and by this reference incorporated into this Agreement.

- 1.2. The plans and specifications for the County Project have been prepared by the County and approved by the County Engineer and include the plans and specifications for the City Road Work which has been reviewed and approved by the City.

2. CONSTRUCTION, INSPECTION, AND WORK ACCEPTANCE

- 2.1. The County shall contract with a contractor to provide equipment, staff and materials to perform the work in accordance with the included City approved and County Engineer approved plans and specifications for Pacific Ave Pavement Preservation, CP# 98408.
- 2.2. The County shall provide for all materials testing and inspection per the approved project specifications. The Contractor and the County will not provide the City with any warranty. Acceptance of the work is based on preapproval of the source of materials, laboratory testing and field testing of placement of materials.
- 2.3. The County shall follow all industry standards for safe work practices in the performance of County responsibilities for performing the work set forth in the Contract, both for its employees and for the traveling public.
- 2.4. The County shall promptly notify the City in writing when the City Road Work is started and completed.
- 2.5. The City shall, within twenty-eight (28) calendar days of being notified that the City Road Work is completed perform a final walkthrough of the City Road Work and (a) deliver a letter of acceptance to the County which shall include a release and waiver of all future claims or demands, of any nature, resulting from the County's performance of the City Road Work under this Agreement, or (b) deliver to the County a written punch list of items to be completed and/or fixed prior to issuance of the letter of acceptance listed above.
- 2.6. If the City does not respond within twenty-eight (28) calendar days, the City Road Work will be deemed accepted by the City, and the County shall be released from all future claims and demands resulting from its performance of the City Road Work under this Agreement.
- 2.7. The City and the County will respond in writing within five (5) business days to each other's written inquiries and requests, unless otherwise specified in Exhibit A.

3. COST LIABILITY AND PAYMENT

- 3.1. The City agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the City Road Work that are not covered by the federal grant. The cost for the City Road Work as shown in the attached Plans is 100% federally funded up to the current Cost Estimate of **\$1,337,700**, as provided in Attachment A. The County and the City agree to comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the tasks to be performed under this Agreement.

- 3.2. The City agrees that it is responsible for the bid price for the City Road Work beyond that covered by the federal funds, including, but not limited to, any increased costs resulting from differing site conditions, delays, inaccurate utility location information, and other circumstances beyond the control of either the County or the Contractor. If the Contractor has a right to additional compensation under the Contract as it relates to the City Road Work, the City is responsible for payment of the additional compensation not covered by the federal funds.
- 3.3. The City agrees to pay 100% of costs incurred for the City Road Work beyond the estimated \$1,337,700, including unanticipated bid prices, change orders and any increased costs.
- 3.4. The County shall invoice the City on a monthly basis and provide supporting documentation therefore, and the City agrees to make payment to the County within thirty (30) days of receipt of an invoice. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 3.5. Should bid prices come in above the anticipated costs, both the City and County reserve the right to reject bids and proceed as deemed necessary. The City will provide written notification after the bid opening authorizing the County to proceed with the City work included in the plans and specifications using contract unit bid prices. If either Party decides to reject the bids, formal notice in writing shall be received by the other Party within 5 business days of opening of the bids.
- 3.6. Should the City fail to make payment according to the terms of this Agreement, the County has the right to terminate this Agreement and charge the City for all associated costs of termination, including non-cancellable items, associated Project delays, and Contractor claims.

4. RIGHT OF ENTRY; OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR

- 4.1. The City hereby grants to the County and its Contractor a right of entry upon all land in which the County has an interest for the purposes of performing the City Road Work.
- 4.2. Upon physical completion of the County Project, all ownership, operation, maintenance, and repair of the City's facilities (roadway improvements) shall be the sole responsibility of the City at the sole cost of the City and without expense to the County.
- 4.3. The County shall ensure the City has access to the City Road Work during construction.

5. RELATIONSHIP OF THE PARTIES

- 5.1. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This agreement is for the benefit of the Parties, and no third party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

6. DURATION

- 6.1. This Agreement shall commence upon its date of execution and shall continue until the County Project is completed and the City Road Work is completed and accepted, unless terminated sooner by the City or the County.

7. INDEMNIFICATION AND HOLD HARMLESS

- 7.1. The City and the County shall indemnify and hold harmless one another and their officers, officials, and employees from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the City and (b) the County, their officers, officials, and/or employees, or involves those actions covered by RCW 4.24.115, this indemnity and hold harmless provision shall be valid and enforceable only to the extent of the negligence of the City or the County; and provided further, that nothing herein shall require the City or the County to hold harmless or defend the other or its officers, officials, and/or employees from any claims arising from that Party's sole negligence or that of its officers, officials, and/or employees. The terms of this section shall survive the termination of this Agreement and completion of the City Road Work. This indemnification and hold harmless provision only applies to third party claims.

8. GENERAL PROVISIONS

- 8.1. Dispute Resolution: Should disputes arise between the County and the City, the County Engineer and the City Engineer shall meet to resolve said disputes. This dispute resolution clause is not intended to waive any right either Party may have to pursue redress in the courts.
- 8.2. Governance: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to those laws and shall be governed by those laws as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington. Each Party shall be responsible for its own attorneys' fees and costs.
- 8.3. Termination: This Agreement may be terminated upon sixty (60) days written notice given by either the City or the County. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the County shall be reimbursed for all actual direct and related indirect expenses and costs, including construction engineering, contract administration and overhead costs incurred up to the date of termination, as well as the cost of non-cancellable obligations and/or Contractor claims relating to the termination of the City Road Work incurred by the County or its Contractor.
- 8.4. Records and Audit: During the progress of the City Road Work and for a period of not less than seven (7) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the City Road Work and shall make them available for inspection and audit by the other Party and/or Federal Government, and copies of all records, accounts, documents or other data pertaining to the City Road Work will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the seven-year retention period.

- 8.5. Amendment: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 8.6. Waiver: A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 8.7. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 8.8. Entire Agreement: This Agreement, together with those documents incorporated herein by reference, sets forth all terms and conditions agreed upon by the City and the County and supersede any prior agreements oral or otherwise with respect to the subject matter addressed herein.
- 8.9. Recording: Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.
- 8.10. Notice: Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service:
- | | |
|--|---|
| <p>CITY OF LACEY
 Attention: City Engineer
 420 College St SE
 Lacey, WA 98503</p> | <p>THURSTON COUNTY
 Attention: County Engineer
 9605 Tilley Rd Suite C
 Olympia, WA 98512</p> |
|--|---|
- 8.11. Preamble: The preamble to this Agreement is not a mere recital of facts but consists of binding and agreed upon statements that form the basis of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last authorizing signature below.

Board of County Commissioners
 Thurston County, Washington

City of Lacey

 Chair

 City Manager

 Date: _____

Vice-Chair

Commissioner

Commissioner

Commissioner

Date: _____

ATTEST:

Clerk of the Board

Approved as to Form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

ATTEST:

Clerk of City of Lacey

Approved as to form:

By: _____
City Attorney

EXHIBIT A – SCOPE OF WORK

CITY ROAD WORK

The City Road Work shall consist of the roadway improvement work shown and detailed in the project plans and specifications between Carpenter Rd SE and Kinwood St SE. Work includes the planning and paving of asphalt along the roadway corridor, sidewalk, driveway, and curb ramp replacement, as well as additional associated improvements shown on the County Project plans.

CITY RESPONSIBILITIES

1. Any direction the City wishes to give the Contractor shall be relayed only to the County Project Manager or County inspector. The County will consult with the City to determine the appropriate action to be taken with the Contractor.
2. The City agrees it shall be responsible for all costs associated with City Road Work if ineligible for reimbursement by Washington State Department of Transportation (WSDOT) Local Programs Office, including, but not limited to:
 - A. Accessibility Improvements along pedestrian corridors to meet the current Public Right of Way Accessibility Guidelines (demolition and replacement of existing driveway accesses, curb ramps, and crossings) and all associated work to complete such improvements and repair impacted locations back to existing conditions.
 - B. Planing and Paving of the existing asphalt roadway approximately 2.5" below existing grade and all associated work to complete such improvements.
 - C. Construction of roadway delineation and channelization improvements required to meet City standards.
 - D. All costs for materials and compaction testing and acceptance attributable to the installation of the City Road Work together with all compaction and materials testing.
3. The City shall work with the County on the City Road Work to establish dates of "substantial completion," "physical completion," and "completion date" as defined in the County Project contract documents.
4. The City shall prepare punch list items for all walk throughs in a timely manner.
5. The City shall provide a direct contact for responding to citizens' questions and requests for information that is related to the City Road Work.

COUNTY RESPONSIBILITIES

1. The County will seek instruction from the City Inspector on any questions the Contractor or County may have on the City Road Work. The County will apprise the City Inspector of any issue involving the City Road Work upon the County becoming aware of the issue.

2. The County will prepare a single bid packet for the County Project that includes the City Road Work and will be responsible for bidding and award of the County Project.
3. The County will submit the County Project Plans, Specifications, and the Cost Estimate to the City for review and approval prior to finalizing the bid documents.
4. The County will enter into a Contract with a Contractor for construction of the County Project that includes the City Road Work and will administer the Contract with the Contractor.
5. The County will invite the City to all construction meetings and to all substantial completion and final completion walk throughs. The County will incorporate City punch list comments in an overall County Project punch list, as appropriate for each schedule of the County Project.
6. The County will include in the bid documents that the Contractor will be responsible for obtaining all applicable permits.

GENERAL PROVISIONS APPLICABLE TO BOTH CITY AND COUNTY

1. Change Orders

The County will advise the City of any proposed change order to City Road Work as soon as possible and will provide the City with an opportunity to review and approve the change order as provided below. The City and County recognize two types of change orders: (A) Required and (B) Elective.

A. *Required* change orders involve such changes in the work, work methods, working days, or quantities necessary to satisfactorily complete the scope of the advertised Project. All other change orders shall be considered elective. The County reserves the right to direct the Contractor prior to City approval of a required change order when, in the opinion of the County, direction is needed to address an emergency, there is a safety issue, or when the failure to make an immediate decision will result in undue added Contract costs. Required change orders require the prior written approval of the City before execution unless one or more of the conditions listed above apply. In such cases written concurrence from the City may be obtained after execution.

B. *Elective* change orders are anything other than required change orders that impact City costs and/or City Road Work. Elective change orders require the prior written approval of the City before execution.

2. Progress Reports, Pay Estimates, and Invoicing

A. Monthly Progress Updates. The County will provide the City with three week look ahead updates to the construction schedule.

B. Monthly Pay Estimates/Review. The County will prepare a monthly Pay Estimate and will provide a copy to the City Inspector for review. For City Road Work, the Pay Estimate will identify the estimated costs attributed to City Road Work and County Project. The Pay Estimate will show the estimated material quantities and the actual material quantities. The City will have five (5) business days to review the Pay Estimate before the County processes it. If the City

and/or Contractor have issues with the City's portion of the Pay Estimate, the County will facilitate a discussion. Any dispute shall be resolved according to the Dispute Resolution provision of the Agreement.

C. Monthly Invoicing. The County shall invoice the City on a monthly basis and provide supporting documentation if there are any costs deemed ineligible for reimbursement by WSDOT Local Programs Office. Supporting documentation shall include a breakdown of City costs, County costs to be reimbursed by the City, and costs reimbursable through Local Programs. The City agrees to make payment to the County within thirty (30) days of receipt of an approved invoice.

Exhibit B

Thurston County Public Works ENGINEER'S ESTIMATE

PROJECT: Pacific Ave Pavement Preservation

CP #: 98408
DATE: 08/09/2023

Schedule A

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>PREPARATION</u>					
1	MOBILIZATION	L.S.	1.00	\$202,600.00	\$202,600.00
2	REMOVING CEMENT CONC. PAVEMENT	S.Y.	34 00	\$80.00	\$2,720.00
3	REMOVING CEMENT CONC. SIDEWALK	S.Y.	700.00	\$75.00	\$52,500.00
4	REMOVING CEMENT CONC. CURB AND GUTTER	L.F.	1,050.00	\$30.00	\$31,500.00
5	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	510.00	\$30.00	\$15,300.00
6	PAVEMENT REPAIR EXCAVATION INCL. HAUL	S.Y.	100.00	\$100.00	\$10,000.00
7	CRACK SEALING - FA	EST.	1.00	\$30,000.00	\$30,000.00
8	SAWCUT ASPHALT AND CONC. PAVEMENT	L.F.	1,700.00	\$170.00	\$289,000.00
<u>GRADING</u>					
9	ROADWAY EXCAVATION INCL. HAUL	C.Y.	73 00	\$200.00	\$14,600.00
<u>STORM SEWER</u>					
10	ADJUST MANHOLE	EACH	15 00	\$1,000.00	\$15,000.00
<u>STRUCTURE</u>					
11	SEALING ASPHALT JOINT	L.F.	400.00	\$60.00	\$24,000.00
<u>SURFACING</u>					
12	CRUSHED SURFACING TOP COURSE	TON	25 00	\$70.00	\$1,750.00
<u>HOT MIX ASPHALT</u>					
13	PLANING BITUMINOUS PAVEMENT	S.Y.	30,200.00	\$5.00	\$151,000.00
14	HMA CL. 1/2 IN. PG 58V-22 - FIBER REINFORCED	TON	5,000.00	\$130.00	\$650,000.00
15	ASPHALT COST PRICE ADJUSTMENT	CALC	1.00	\$50,000.00	\$50,000.00
16	COMMERCIAL HMA	TON	89 00	\$350.00	\$31,150.00
<u>EROSION CONTROL AND PLANTING</u>					
12	SEEDING, FERTILIZING, AND MULCHING	S.Y.	78 00	\$50.00	\$3,900.00
18	INLET PROTECTION	EACH	38 00	\$140.00	\$5,320.00
19	EROSION/WATER POLLUTION CONTROL	EST.	1.00	\$10,000.00	\$10,000.00
<u>TRAFFIC</u>					
20	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,050.00	\$80.00	\$84,000.00
21	CEMENT CONC. PEDESTRIAN CURB	L.F.	65 00	\$75.00	\$4,875.00
22	EXTRUDED CURB	L.F.	35 00	\$75.00	\$2,625.00
23	PAINT LINE	L.F.	16,800.00	\$1.00	\$16,800.00
24	PLASTIC CROSSHATCH MARKING	L.F.	580.00	\$25.00	\$14,500.00
25	PLASTIC CROSSWALK LINE	S.F.	1,744.00	\$15.00	\$26,160.00
26	PLASTIC STOP LINE	L.F.	285.00	\$30.00	\$8,550.00
27	PLASTIC TRAFFIC ARROW	EACH	26 00	\$300.00	\$7,800.00
28	PLASTIC BICYCLE LANE SYMBOL	EACH	10 00	\$225.00	\$2,250.00
29	PLASTIC DRAINAGE MARKING	EACH	59 00	\$75.00	\$4,425.00
30	PLASTIC TRAFFIC LETTER	EACH	8.00	\$150.00	\$1,200.00
31	PAINTED WIDE LANE LINE	L.F.	200.00	\$3.00	\$600.00
32	RAISED PAVEMENT MARKER TYPE 2	HUND	27 00	\$400.00	\$10,800.00
33	RECESSED PAVEMENT MARKER	HUND	1.00	\$2,000.00	\$2,000.00
34	TEMPORARY PAVEMENT MARKING	L.F.	25,100.00	\$0.60	\$15,060.00
35	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	5.00	\$5,000.00	\$25,000.00
36	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	L.S.	1.00	\$5,000.00	\$5,000.00
37	FLAGGERS	HR	720.00	\$75.00	\$54,000.00
38	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00	\$40,000.00	\$40,000.00
39	CONSTRUCTION SIGNS CLASS A	S.F.	505.00	\$30.00	\$15,150.00
40	OTHER TRAFFIC CONTROL LABOR	HR	360.00	\$75.00	\$27,000.00
41	CONTRACTOR PROVIDED UNIFORMED POLICE OFFICER	HR	400.00	\$140.00	\$56,000.00
<u>OTHER ITEMS</u>					
42	SURVEY MONUMENT	EACH	8.00	\$500.00	\$4,000.00
43	CEMENT CONC. SIDEWALK	S.Y.	130.00	\$150.00	\$19,500.00
44	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	4.00	\$9,000.00	\$36,000.00
45	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	EACH	1.00	\$10,000.00	\$10,000.00
46	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	490.00	\$100.00	\$49,000.00
47	ADJUST CATCH BASIN	EACH	3.00	\$710.00	\$2,130.00
48	ADJUST VALVE BOX	EACH	29 00	\$830.00	\$24,070.00
49	TRAINING	HR	400.00	\$10.00	\$4,000.00
50	MINOR CHANGE	CALC	1.00	\$60,000.00	\$60,000.00
51	SPCC PLAN	L.S.	1.00	\$500.00	\$500.00
52	MAILBOX SUPPORT TYPE	EACH	5.00	\$1,000.00	\$5,000.00
53	WORK ZONE SAFETY CONTINGENCY	F.A.	1.00	\$25,000.00	\$25,000.00
TOTAL/SUBTOTAL					\$2,253,335.00

Contingency	10%	\$225,615.00
Total after Contingency		\$2,478,950.00
Construction Management	10%	\$250,000.00
Total after Construction Management		\$2,728,950.00
State		\$10,000.00
TOTAL		\$2,738,950.00
TOTAL PROJECT COST		\$2,738,950.00
Total Project Length (miles)		0.81
City Road Work Length (miles)		0.40
City Road Work Length (percentage)		49%
ESTIMATED CITY ROAD WORK COST (nearest \$100)		<u>\$1,337,700.00</u>



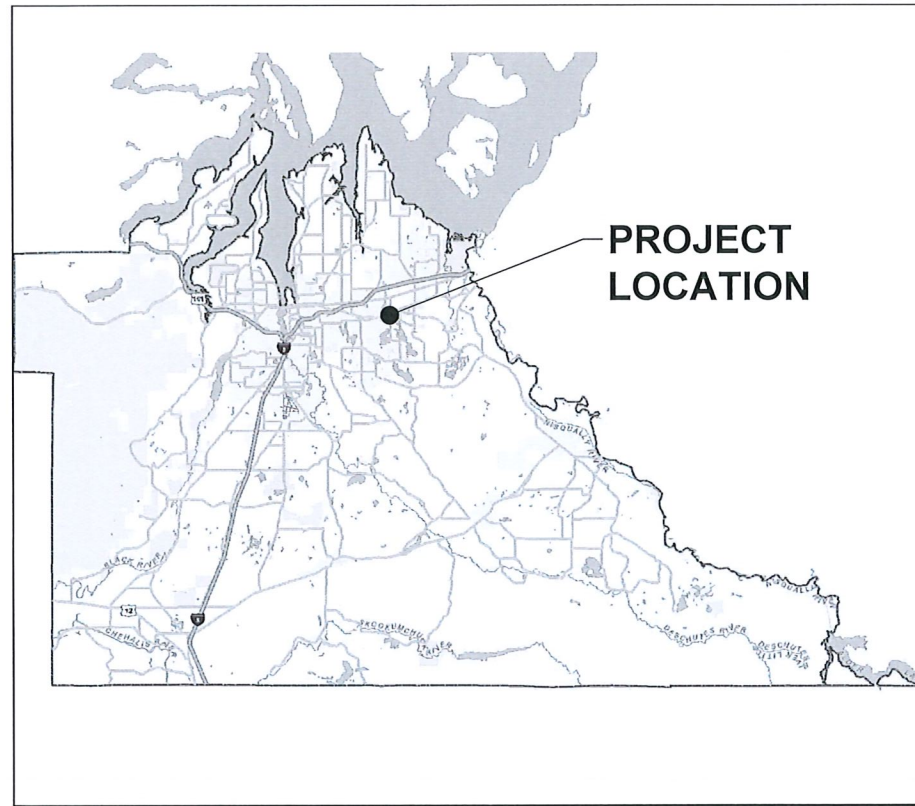
EXHIBIT C: PLANS AND SPECIFICATIONS

The final approved project plans and specifications will be kept in the office of the Thurston County Engineer.

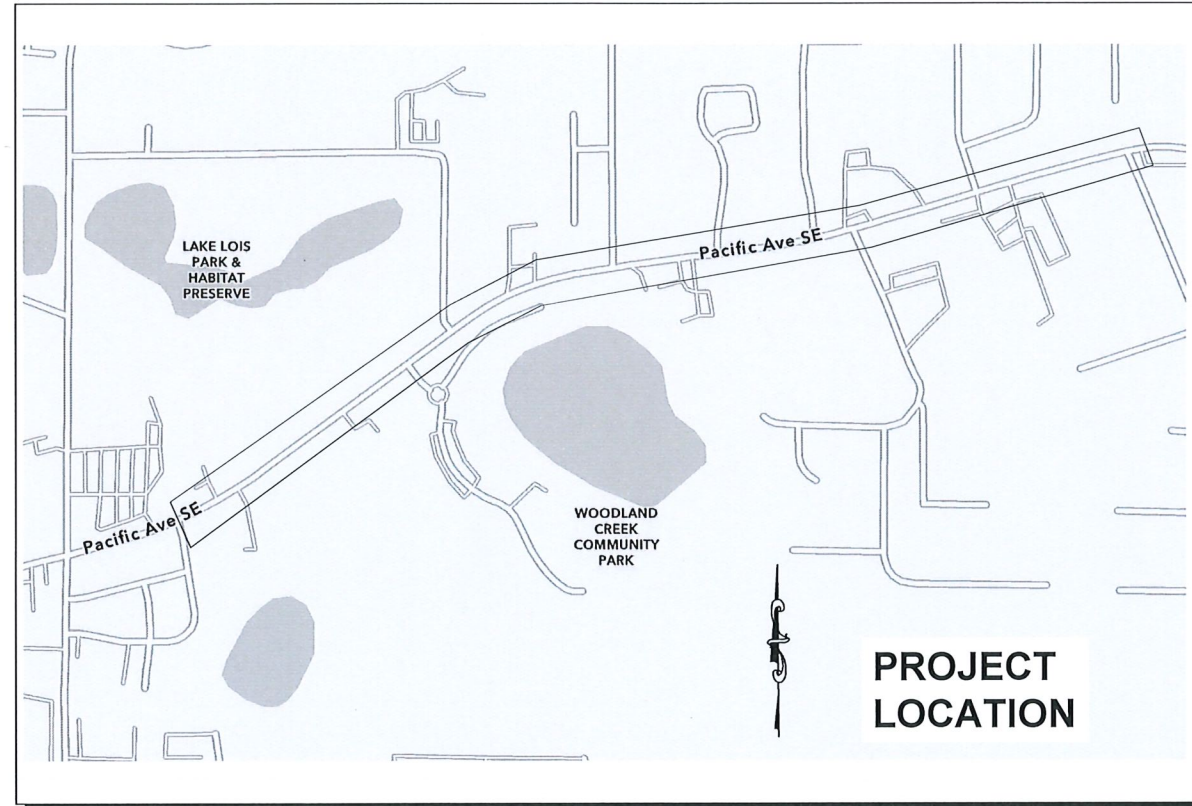


PACIFIC AVE. PAVEMENT PRESERVATION

T.18 N. R.1 W. SEC. 22,15



VICINITY MAP
NO SCALE



VICINITY MAP
NO SCALE

THURSTON COUNTY

CP# 98408

FA# NHPP-5282(007)

APPROVED BY:


THURSTON COUNTY ENGINEER

10/27/23
DATE

INDEX OF SHEETS

Sheet Number	Sheet Title
1	COVER SHEET
2	LEGEND
3	DETAILS AND CROSS SECTIONS
4	OVERALL SITE PLAN
5	ROADWAY PLAN 1
6	ROADWAY PLAN 2
7	ROADWAY PLAN 3
8	ROADWAY PLAN 4
9	ROADWAY PLAN 5
10	ROADWAY PLAN 6
11	ROADWAY PLAN 7
12	ROADWAY PLAN 8
13	CURB RETURNS
14	DRIVEWAY PLAN 1
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16	DRIVEWAY PLAN 3
17	DRIVEWAY PLAN 4
18	CHANNELIZATION PLAN 1
19	CHANNELIZATION PLAN 2
20	CHANNELIZATION PLAN 3
21	CHANNELIZATION PLAN 4
22	CHANNELIZATION PLAN 5
23	CHANNELIZATION PLAN 6
24	CHANNELIZATION PLAN 7
25	CHANNELIZATION PLAN 8
26	LACEY DET 1
27	LACEY DET 2
28	LACEY DET 3
29	TCP1
30	TCP2
31	TCP3
32	TCP4
33	TCP5

PREPARED BY:

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360) 867-2300

GENERAL NOTES

1. LOCATE LAWS TO BE FOLLOWED. CALL 811 BEFORE DIGGING AND CONSTRUCTION.
2. EXISTING SIGNS WITHIN RIGHT OF WAY TO BE MAINTAINED DURING CONSTRUCTION.
3. CONSTRUCTION SURVEYING SHALL BE PERFORMED BY COUNTY SURVEY CREWS. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING REQUESTS AS NECESSARY.
4. COORDINATE CONSTRUCTION ACTIVITIES AND SCHEDULE WITH LOCAL UTILITIES PRIOR TO AND DURING RELOCATION WORK REQUIRED TO CONSTRUCT ROAD IMPROVEMENTS.
5. NEW ASPHALT FINISHED GRADE SHALL MATCH EXISTING GRADE AT ALL LIMITS, INCLUDING BUT NOT LIMITED TO GUTTERS, CATCH BASINS, DRIVEWAYS, AND CROSSROADS.
6. ALL HMA REMOVAL AND REPLACEMENT WORK SHALL BE PERFORMED PRIOR TO GRIND AND OVERLAY.
7. ALL UTILITIES WITHIN ROADWAY SHALL BE PROTECTED UNLESS OTHERWISE NOTED.
8. EXISTING LOW POINT CATCH BASIN LOCATIONS SHALL REMAIN LOW POINT OF FINISH GRADE SURFACE.
9. CONTRACTOR SHALL VERIFY QUANTITIES AND THE FOLLOWING ELEMENTS OF VALVE BOX, CATCH BASINS, AND MANHOLE COVERS TO BE ADJUSTED PRIOR TO PAVING WORK.
10. CONTRACTOR SHALL RESTORE ALL IMPACTED LANDSCAPING TO ORIGINAL OR ENGINEER APPROVED IMPROVED CONDITIONS.
11. CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS UNLESS OTHERWISE SHOWN ON PLANS OR DIRECTED BY THE ENGINEER. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS AND WORK ASSOCIATED WITH RESTORING MONUMENTS AND/OR BE ADJUSTED BY THURSTON COUNTY. CONTRACTOR TO VERIFY LOCATIONS AND "O" PRIOR TO PAVING WORK.
12. PAVEMENT REPAIR AREAS MAY REQUIRE EXTRA EXCAVATION AS DIRECTED BY THE ENGINEER.
13. ALL LANE DELINEATION AND CHANNELIZATION SHALL MATCH EXISTING CHANNELIZATION AND DELINEATION AT ALL CROSSROADS AND AS DIRECTED BY ENGINEER.
14. CONTRACTOR MUST HAVE A CERTIFIED EROSION AND SEDIMENT CONTROL LEAD ON SITE THROUGHOUT THE DURATION OF CONSTRUCTION. PROPER BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AND MAINTAINED AT THE DIRECTION OF THE CESCL. ALL EXISTING WATER COURSES SHALL BE MAINTAINED BY THE CONTRACTOR THROUGHOUT THE DURATION OF THE PROJECT.
15. PROVIDED TRAFFIC CONTROL PLANS AND LAYOUT ARE INTENDED TO BE A GUIDE FOR GENERAL PROJECT TYPES. DESIGNATED TRAFFIC CONTROL SUPERVISOR SHALL DETERMINE TRAFFIC CONTROL LAYOUT AND SPACING IN FIELD APPROPRIATE FOR SITE CONDITIONS.
16. ALL SPEED LIMIT SIGNS TO BE BAGGED DURING TRAFFIC CONTROL SPEED REDUCTIONS.
17. ALL THERMOPLASTIC PAVEMENT MARKINGS SHALL BE TYPE B - PRE-FORMED FUSED THERMOPLASTIC PER WSDOT SPEC. 9-34.3(2).

LEGEND:

EXISTING UTILITIES	EXISTING SURVEY MARKERS	EXISTING UTILITY/STRUCTURE CALLOUT
TELEPHONE RISER	PROPERTY CORNER	EXISTING BURIED POWER
TELEPHONE VAULT	STREET MONUMENT	EXISTING CABLE TV
WATER METER		EXISTING GAS LINE
WATER VALVE	EXISTING TOPOGRAPHIC	EXISTING FIBER OPTIC
FIRE HYDRANT	TREE/BUSH LINE	EXISTING BURIED TELEPHONE
POWER VAULT	TREE	EXISTING CMP CULVERT
POWER POLE	VEGETATION	EXISTING WATER LINE
POWER BOX		EXISTING CONCRETE CULVERT
GUY POLE		EXISTING, APPROXIMATE DRAIN FIELD LOCATION
GUY ANCHOR		
CATV RISER		
GAS VALVE		
SANITARY SEWER MANHOLE		
SANITARY SEWER CLEANOUT		
STORM SEWER CATCHBASIN		
STORM SEWER MANHOLE		
CULVERT		
SIGN		
COMMUNICATIONS MANHOLE		

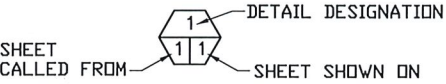
CONSTRUCTION: (PROPOSED)

TRAFFIC SIGN	
SILT FENCE	
APPROX LOCATION FOR PROPOSED POWER POLE (PSE)	
EDGE OF PAVEMENT	
RIGHT OF WAY	
DITCH LINE	
CUT LINE	
FILL LINE	
SURVEY MONUMENT	

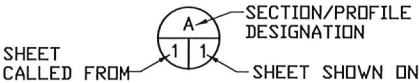
SANITARY AND STORM SEWER (PROPOSED)

CATCH BASIN TYPE 1	
CATCH BASIN TYPE 2	
CULVERT PIPE	
CLEAN OUT	

SHEET SYMBOLS



DETAIL CALLOUT



SECTION / PROFILE CALLOUT

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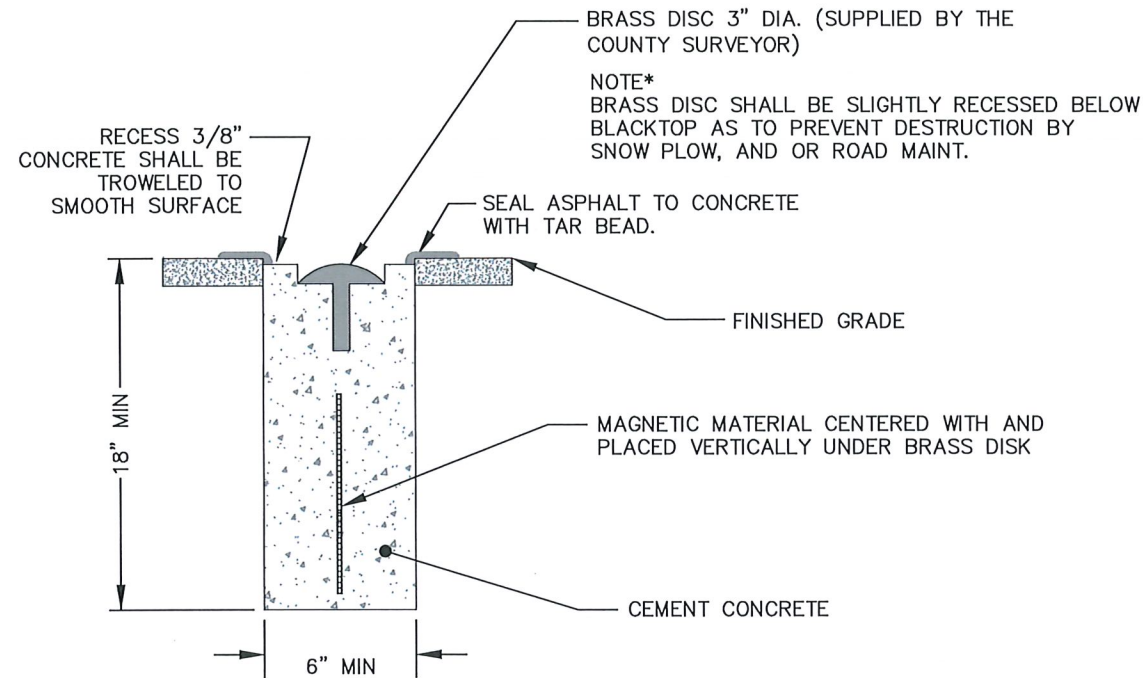
PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

LEGEND

Sheet

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1. CONCRETE FOR SURVEY MONUMENT SHALL BE CLASS 4000 WITH AN APPROVED FAST SET ACCELERATOR.
2. COUNTY WILL DESIGNATE THE LOCATION OF THE MONUMENT. CONTRACTOR SHALL CO-ORDINATE WITH COUNTY ON TIMING OF WORK.
3. CONTRACTOR SHALL CORE THE MONUMENT HOLE AS SHOWN IN DETAIL, REMOVE THE PAVEMENT, SOIL, AND ALL LOOSE MATERIAL TO A DEPTH OF 18" MINIMUM SO THAT THE CONCRETE WILL BE PLACED ON FIRM, UNDISTURBED EARTH. CONTRACTOR SHALL SUPPLY THE CONCRETE WITH AN APPROVED FAST SET ACCELERATOR ADMIXTURE.
4. THE COUNTY WILL SUPPLY THE BRASS DISC AND MAGNETIC MATERIAL. THE COUNTY WILL INSTALL THE BRASS DISC AND MAGNETIC MATERIAL AND THE CONCRETE SUPPLIED BY THE CONTRACTOR. COUNTY WILL FINISH THE CONCRETE.
5. THE CONTRACTOR SHALL SUPPLY AN APPROVED CONE TO BE PLACED ON THE MONUMENT AFTER INSTALLATION AND SHALL PROTECT THE MONUMENT UNTIL THE CONCRETE HAS SET.
6. CONTRACTOR SHALL SEAL THE SEAM AROUND THE CONCRETE WITH ASPHALT SEALANT.
7. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL DURING THE ENTIRE MONUMENT INSTALLATION PROCESS

SURVEY MONUMENT

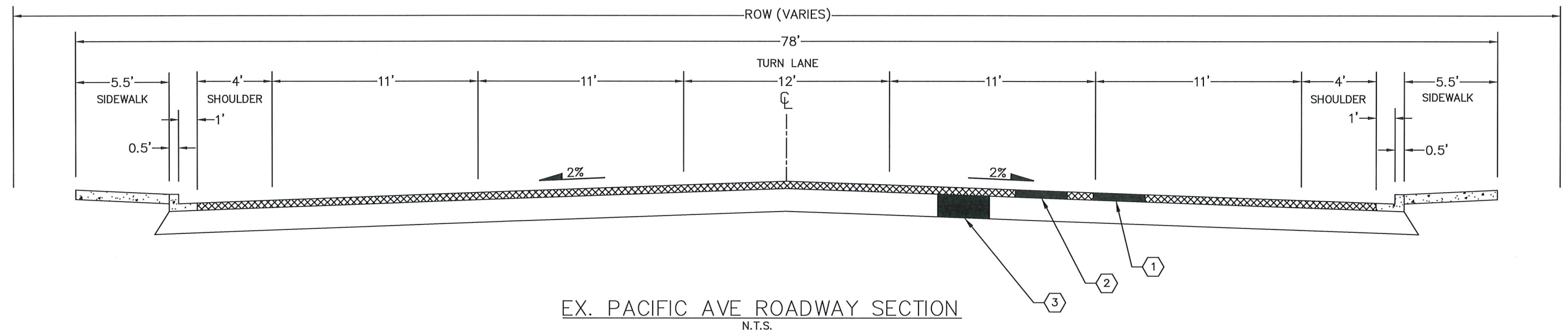
N.T.S.

Schedule A NHPP-5282(007)

ITEM NO.	ITEM DESCRIPTION	UNIT	TOTAL QUANTITY
PREPARATION			
1	MOBILIZATION	L.S.	1.00
2	REMOVING CEMENT CONC. PAVEMENT	S.Y.	34.00
3	REMOVING CEMENT CONC. SIDEWALK	S.Y.	700.00
4	REMOVING CEMENT CONC. CURB AND GUTTER	L.F.	1,050.00
5	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	610.00
6	PAVEMENT REPAIR EXCAVATION INCL. HAUL	S.Y.	100.00
7	CRACK SEALING - FA	EST.	1.00
GRADING			
9	ROADWAY EXCAVATION INCL. HAUL	C.Y.	73.00
STORM SEWER			
10	ADJUST MANHOLE	EACH	15.00
STRUCTURE SURFACING			
12	CRUSHED SURFACING TOP COURSE	TON	25.00
HOT MIX ASPHALT			
13	PLANING BITUMINOUS PAVEMENT	S.Y.	30,200.00
14	HMA CL. 1/2 IN. PG 58V-22 - FIBER REINFORCED	TON	5,000.00
15	ASPHALT COST PRICE ADJUSTMENT	CALC	1.00
16	COMMERCIAL HMA	TON	89.00
EROSION CONTROL AND PLANTING			
12	SEEDING, FERTILIZING, AND MULCHING	S.Y.	78.00
18	INLET PROTECTION	EACH	38.00
19	EROSION/WATER POLLUTION CONTROL	EST.	1.00
TRAFFIC			
20	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	1,050.00
21	CEMENT CONC. PEDESTRIAN CURB	L.F.	65.00
22	EXTRUDED CURB	L.F.	35.00
23	PAINT LINE	L.F.	16,800.00
24	PLASTIC CROSSHATCH MARKING	L.F.	569.00
25	PLASTIC CROSSWALK LINE	S.F.	1,744.00
26	PLASTIC STOP LINE	L.F.	285.00
27	PLASTIC TRAFFIC ARROW	EACH	26.00
28	PLASTIC BICYCLE LANE SYMBOL	EACH	10.00
29	PLASTIC DRAINAGE MARKING	EACH	59.00
30	PLASTIC TRAFFIC LETTER	EACH	8.00
31	PAINTED WIDE LANE LINE	L.F.	200.00
32	RAISED PAVEMENT MARKER TYPE 2	HUND	27.00
33	RECESSED PAVEMENT MARKER	HUND	1.00
34	TEMPORARY PAVEMENT MARKING	L.F.	25,100.00
35	PORTABLE CHANGEABLE MESSAGE SIGN	EACH	5.00
36	OTHER TEMPORARY TRAFFIC CONTROL DEVICES	L.S.	1.00
37	FLAGGERS	HR	720.00
38	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00
39	CONSTRUCTION SIGNS CLASS A	S.F.	505.00
40	OTHER TRAFFIC CONTROL LABOR	HR	360.00
41	CONTRACTOR PROVIDED UNIFORMED POLICE OFFICER	HR	400.00
OTHER ITEMS			
42	SURVEY MONUMENT	EACH	8.00
43	CEMENT CONC. SIDEWALK	S.Y.	130.00
44	CEMENT CONC. CURB RAMP TYPE PARALLEL A	EACH	4.00
45	CEMENT CONC. CURB RAMP TYPE PERPENDICULAR	EACH	1.00
46	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	490.00
47	ADJUST CATCH BASIN	EACH	3.00
27	CEMENT CONC. DRIVEWAY ENTRANCE TYPE 1	S.Y.	#REF!
48	ADJUST VALVE BOX	EACH	28.00
49	MINOR CHANGE	CALC	1.00
50	SPCC PLAN	L.S.	1.00
51	MAILBOX SUPPORT TYPE	EACH	5.00

ROADWAY SECTION SCHEDULE

- ① 2.5" PLANING FULL ROADWAY WIDTH ③ REMAINING ROADWAY
- ② 2.5" HMA CL. 1/2 IN. PG 58V-22 FIBER REINFORCED PLANING LIMITS



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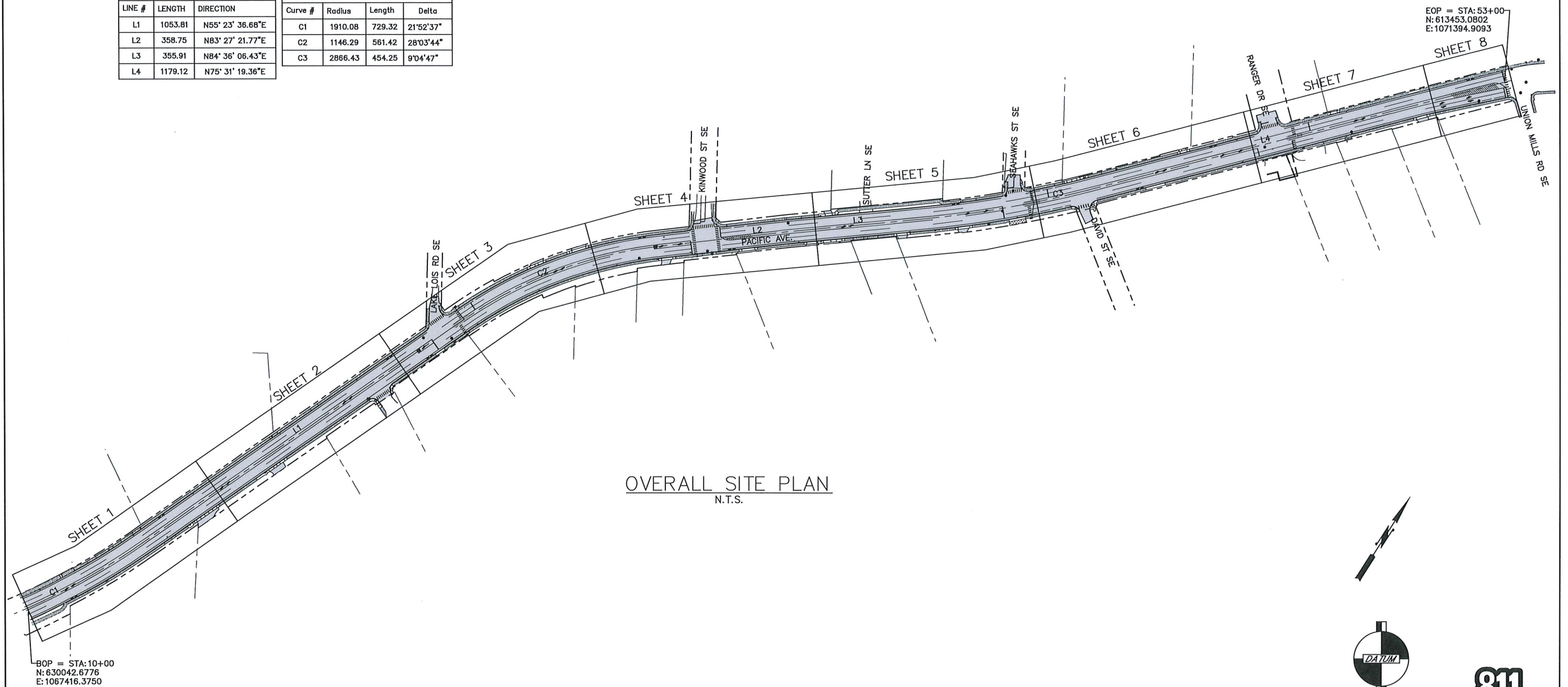
DETAILS AND CROSS SECTIONS

Sheet
3 of 33

LAT:47.041042 LONG:-122.790682

Curve #	Radius	Length	Delta
C1	1910.08	729.32	21°52'37"
C2	1146.29	561.42	28°03'44"
C3	2866.43	454.25	9°04'47"

EOP = STA: 53+00
N: 613453.0802
E: 1071394.9093



OVERALL SITE PLAN
N.T.S.



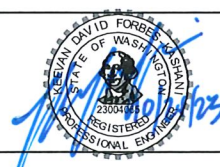
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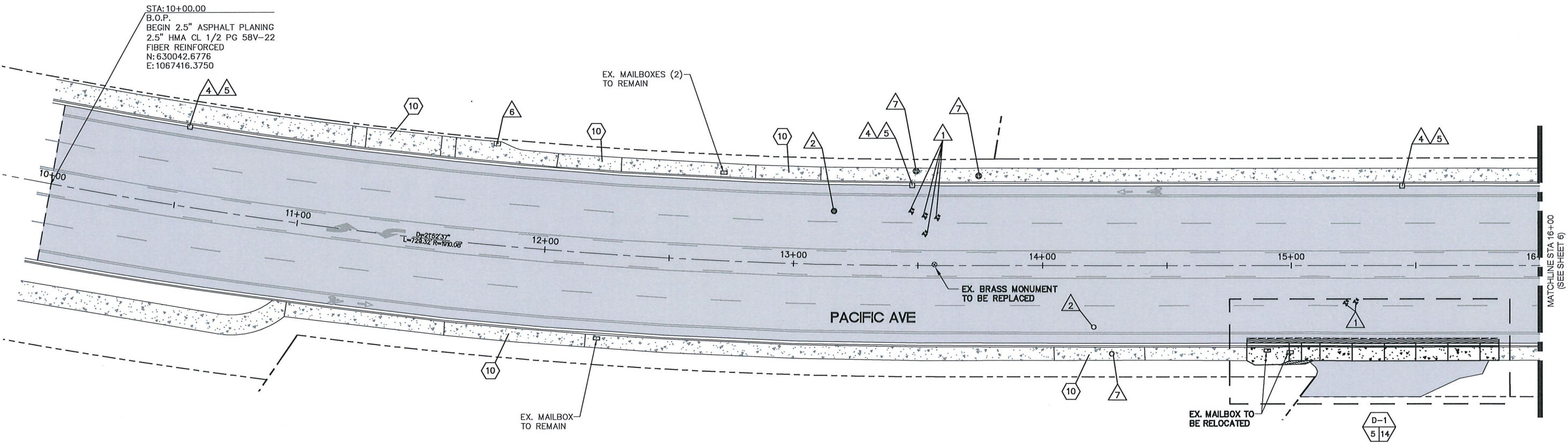
CP No. 98408 FA No. NHPP-5282(007)

OVERALL SITE PLAN

Sheet

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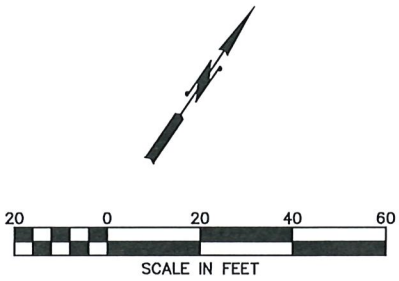


CONSTRUCTION NOTES

- 1 SAWCUT 2'-0" FROM FACE OF CURB. REPAVE REMOVED PAVEMENT. MIN 4" THICK ASPHALT.
- 2 CONSTRUCT CEMENT CONCRETE TRAFFIC CURB AND GUTTER. UTILIZE WSDOT STD. PLAN F-10.12 FOR WORK WITHIN THURSTON COUNTY. UTILIZE LACEY DETAIL 4-14 ON SHEET 27 FOR WORK WITHIN LACEY CITY LIMITS.
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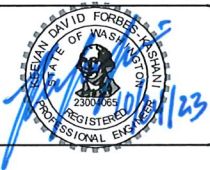
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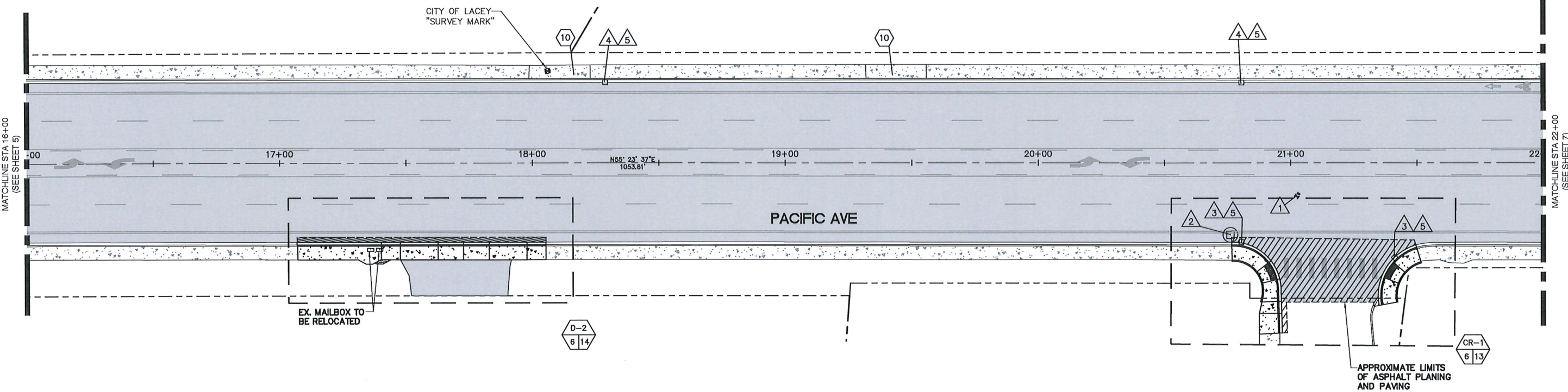
PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

ROADWAY PLAN 1

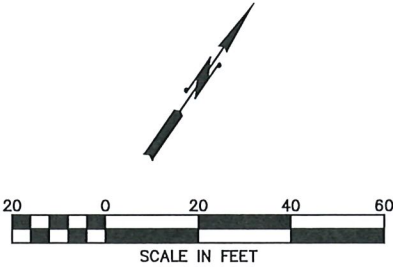
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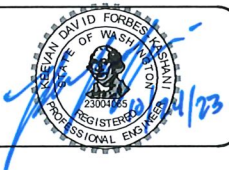
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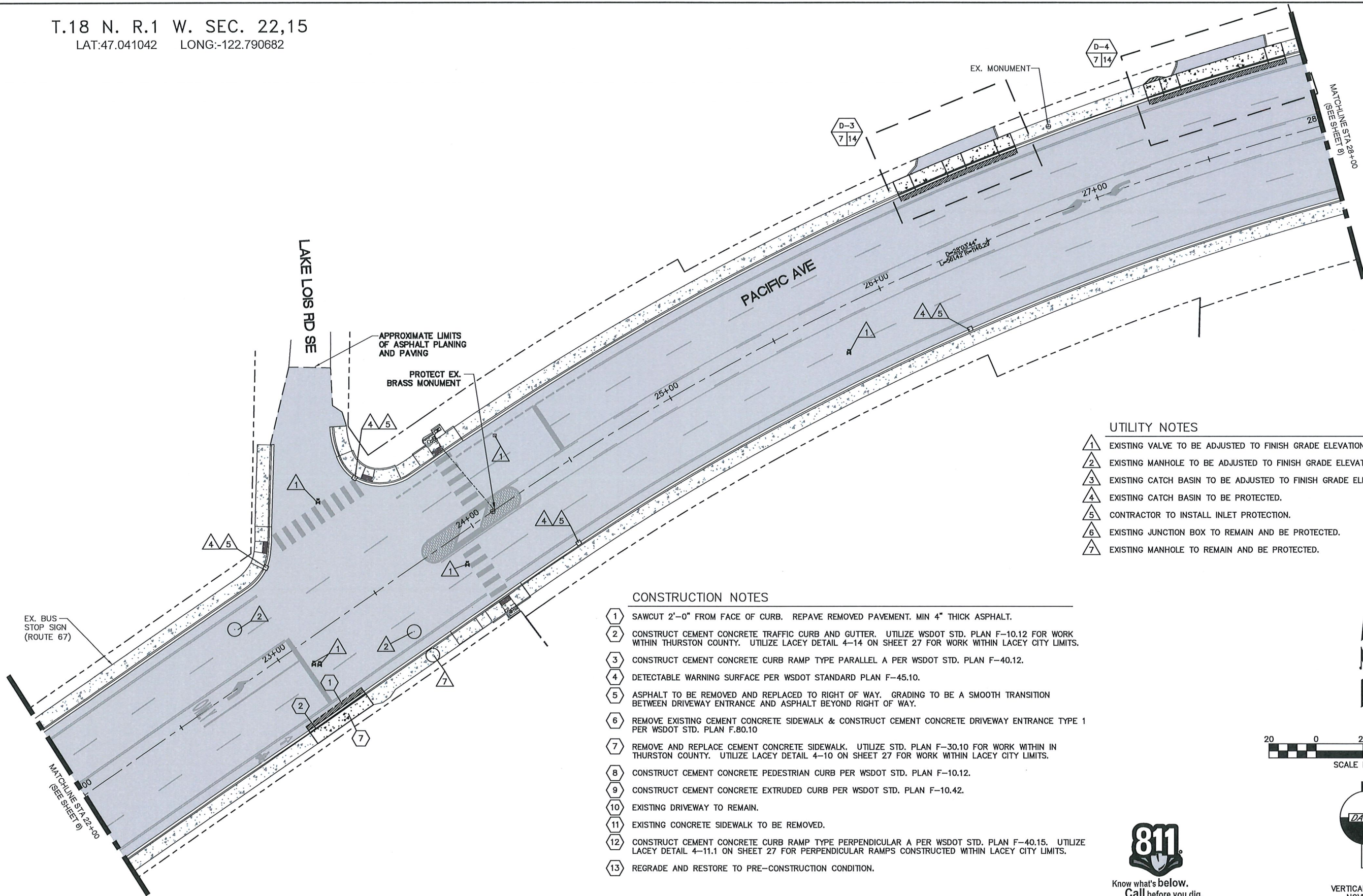
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ROADWAY PLAN 2

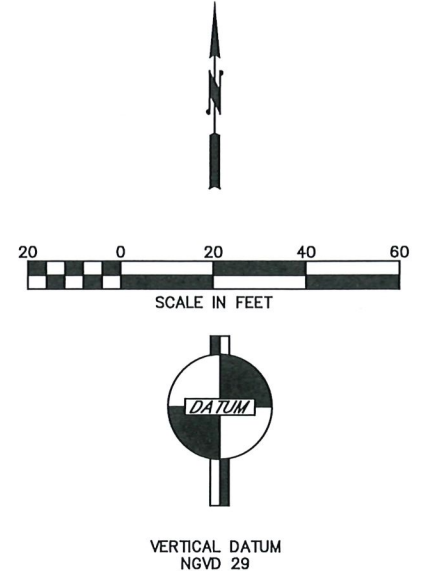
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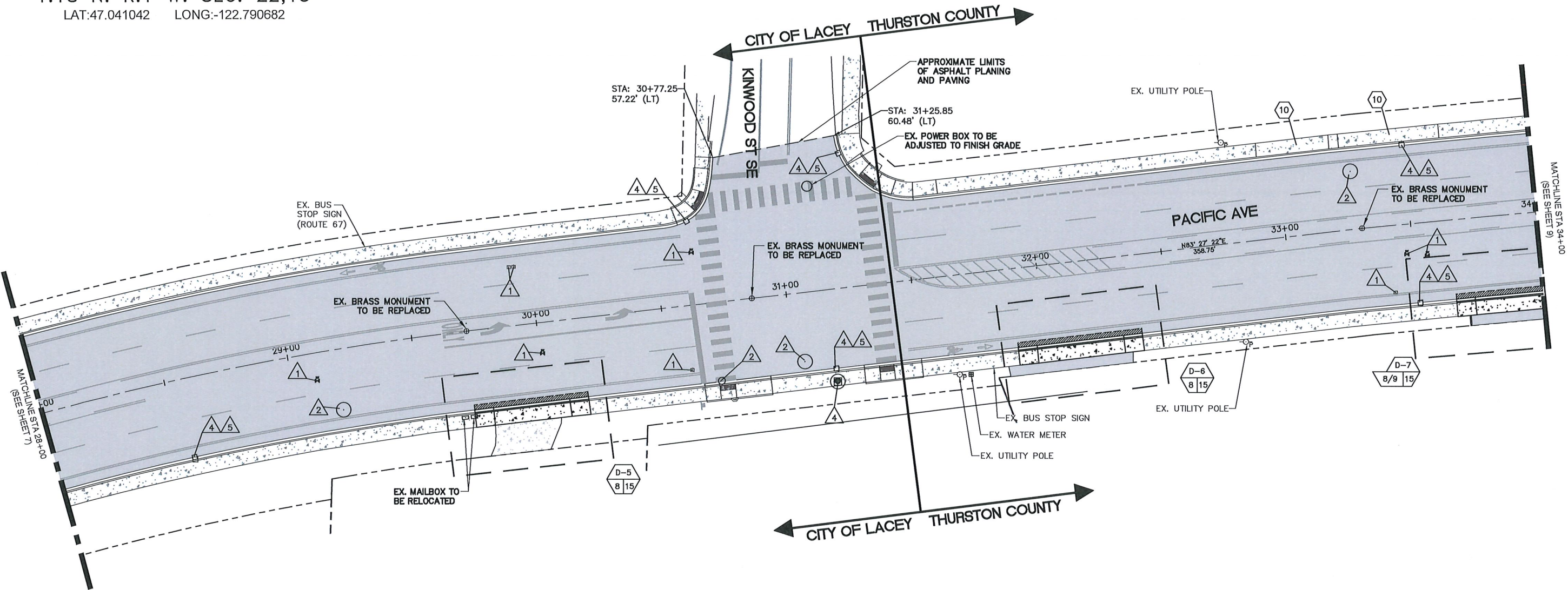
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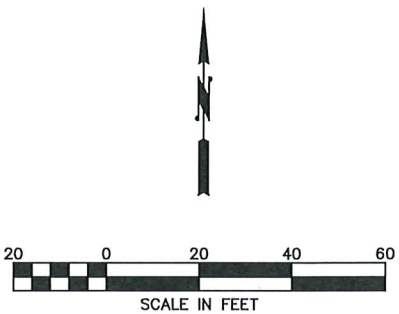


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Revisions	Date

PACIFIC PAVEMENT PRESERVATION

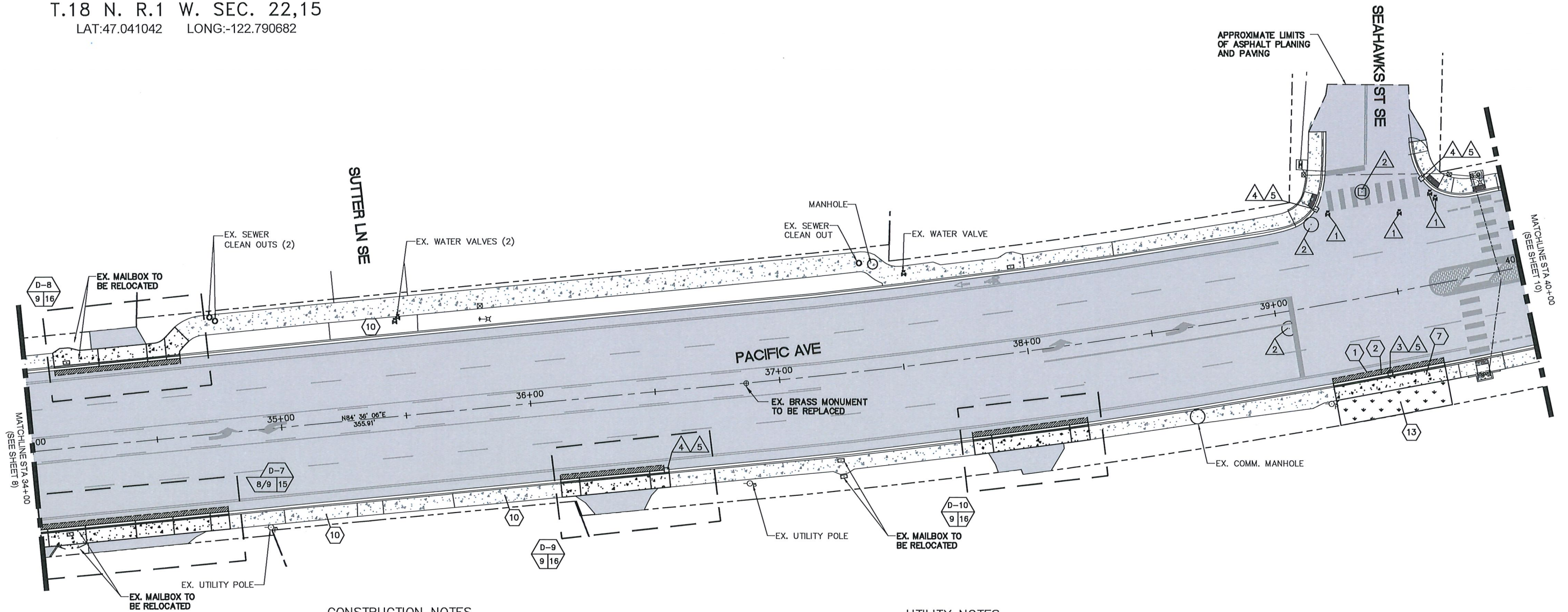
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ROADWAY PLAN 4

Sheet

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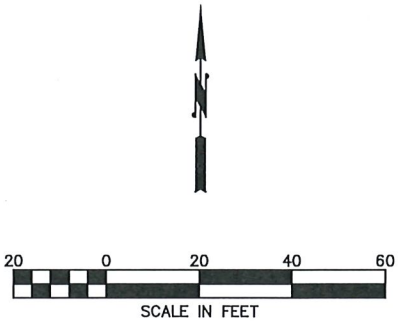


CONSTRUCTION NOTES

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- 2 EXISTING MANHOLE TO BE ADJUSTED TO FINISH GRADE ELEVATION.
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PACIFIC PAVEMENT PRESERVATION

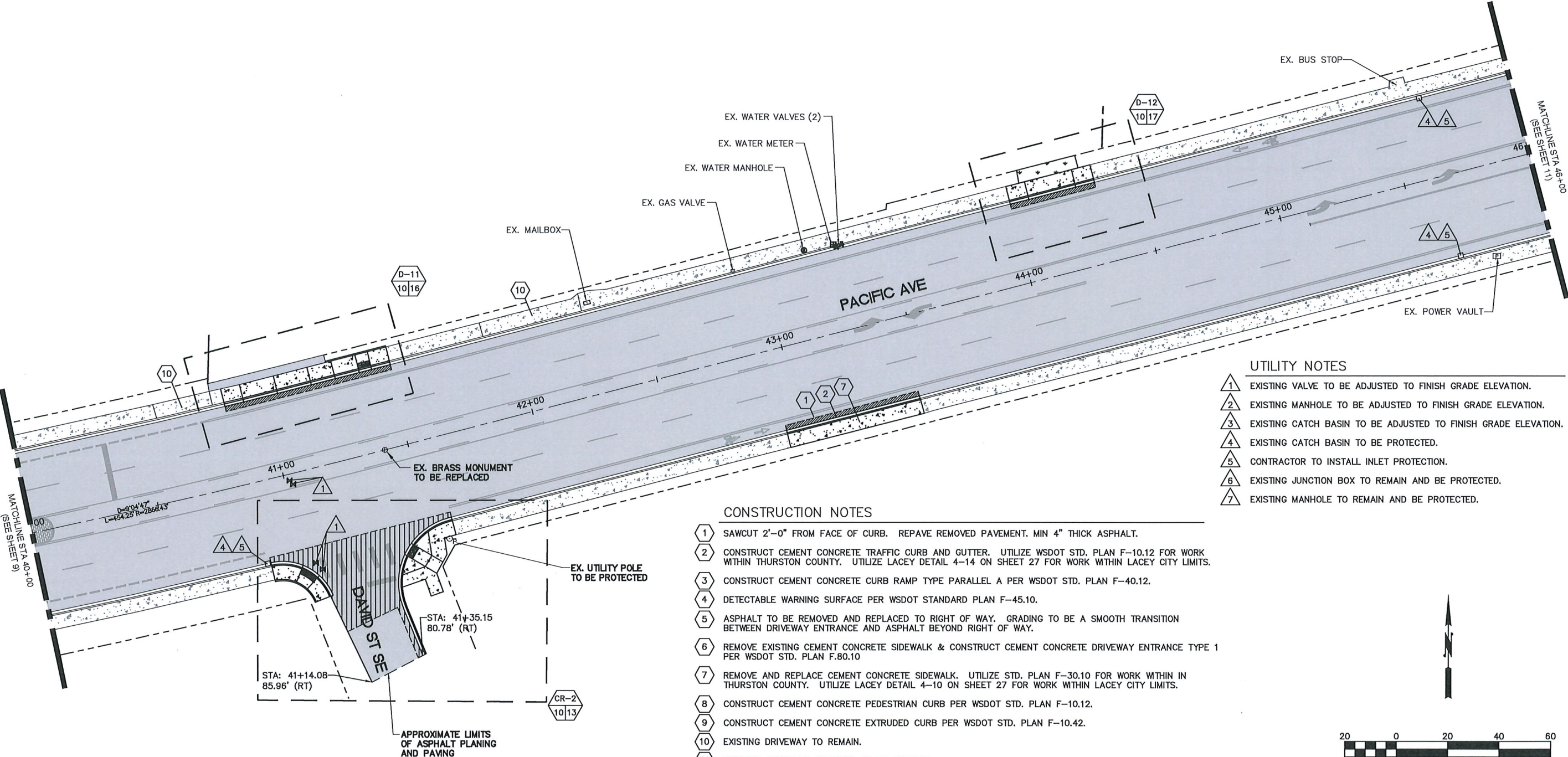
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ROADWAY PLAN 5

Sheet

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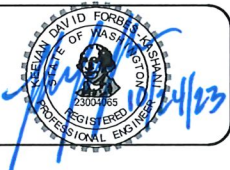
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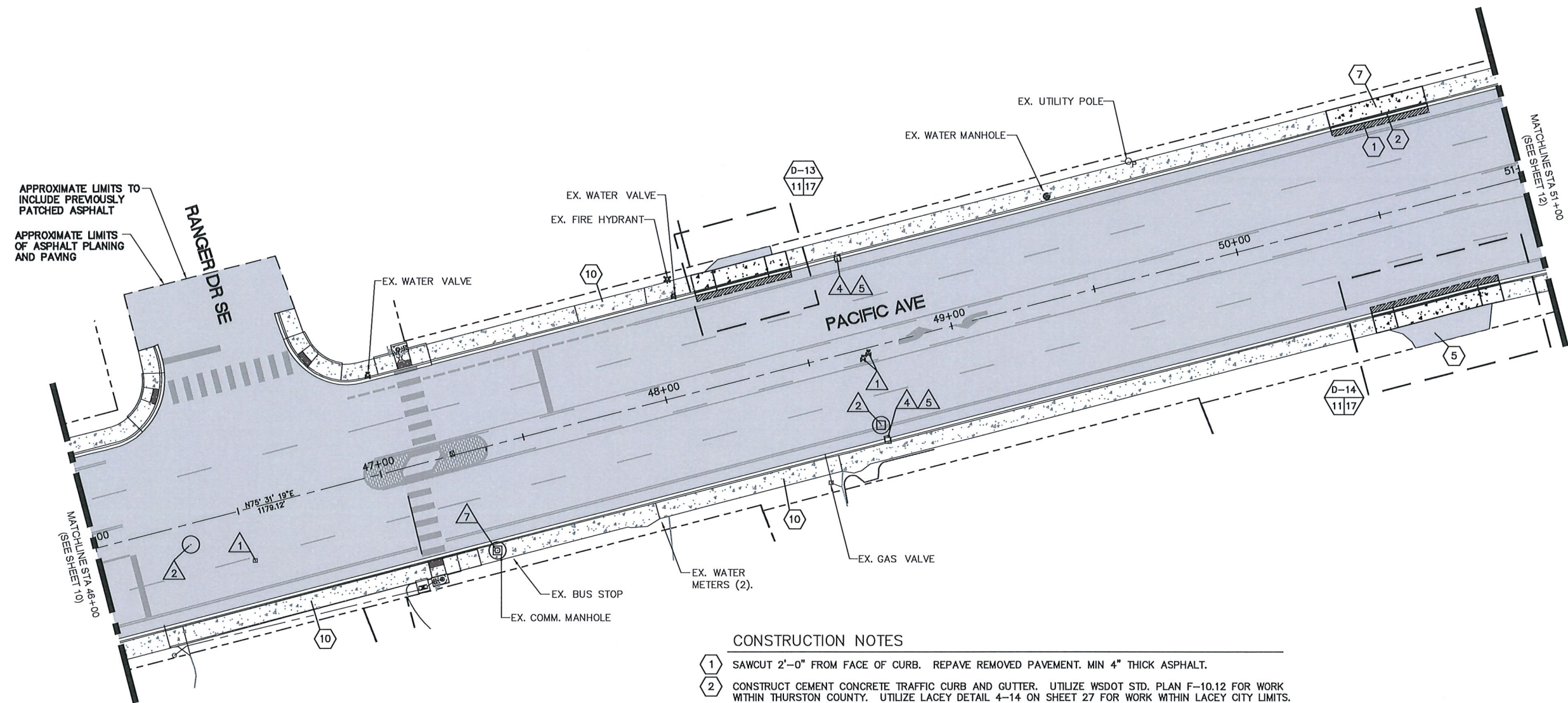
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ROADWAY PLAN 6

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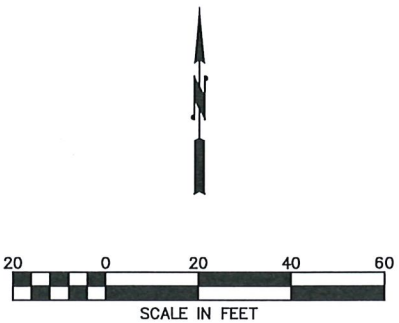


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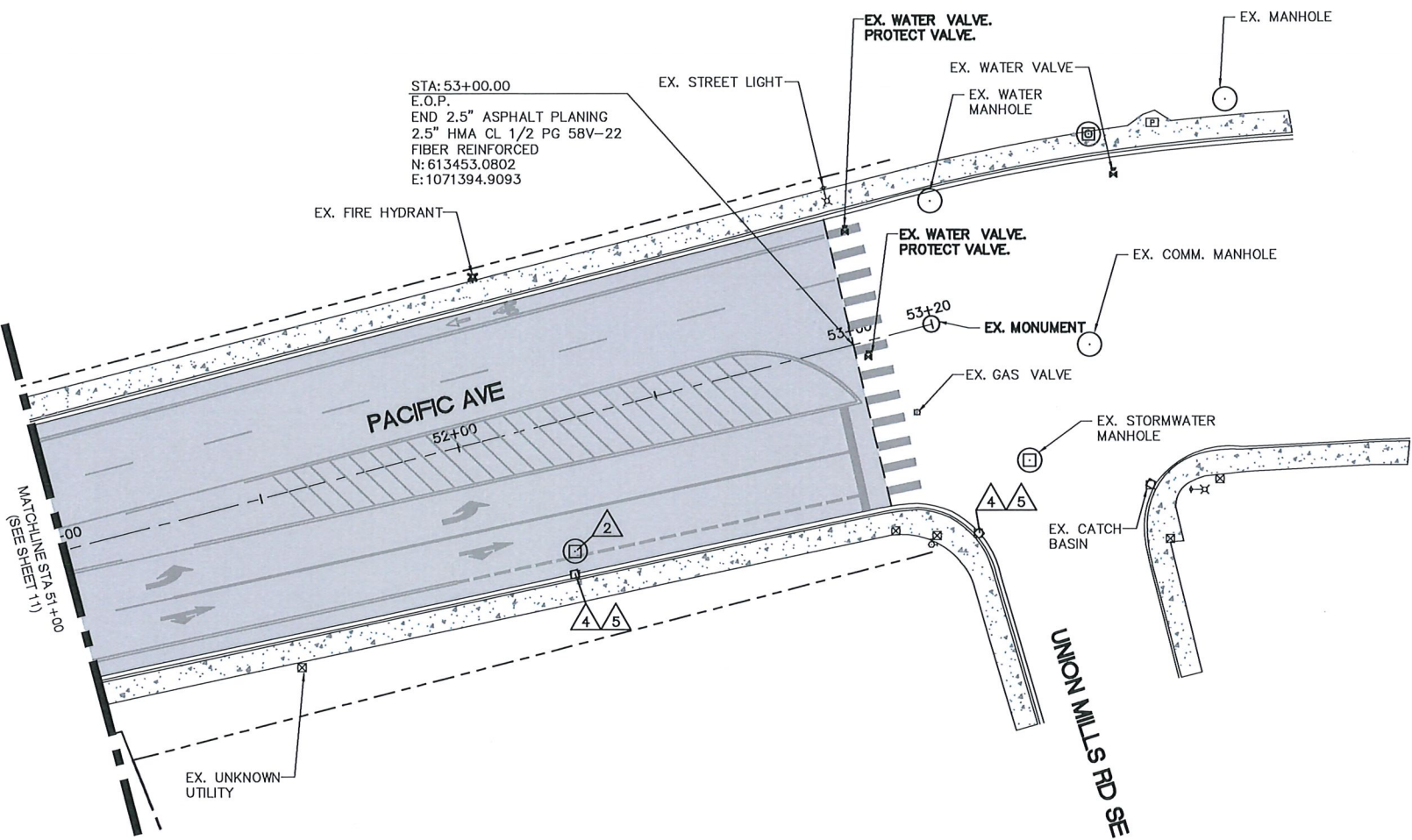
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ROADWAY PLAN 7

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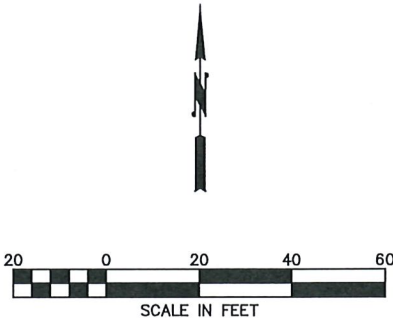


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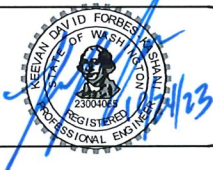
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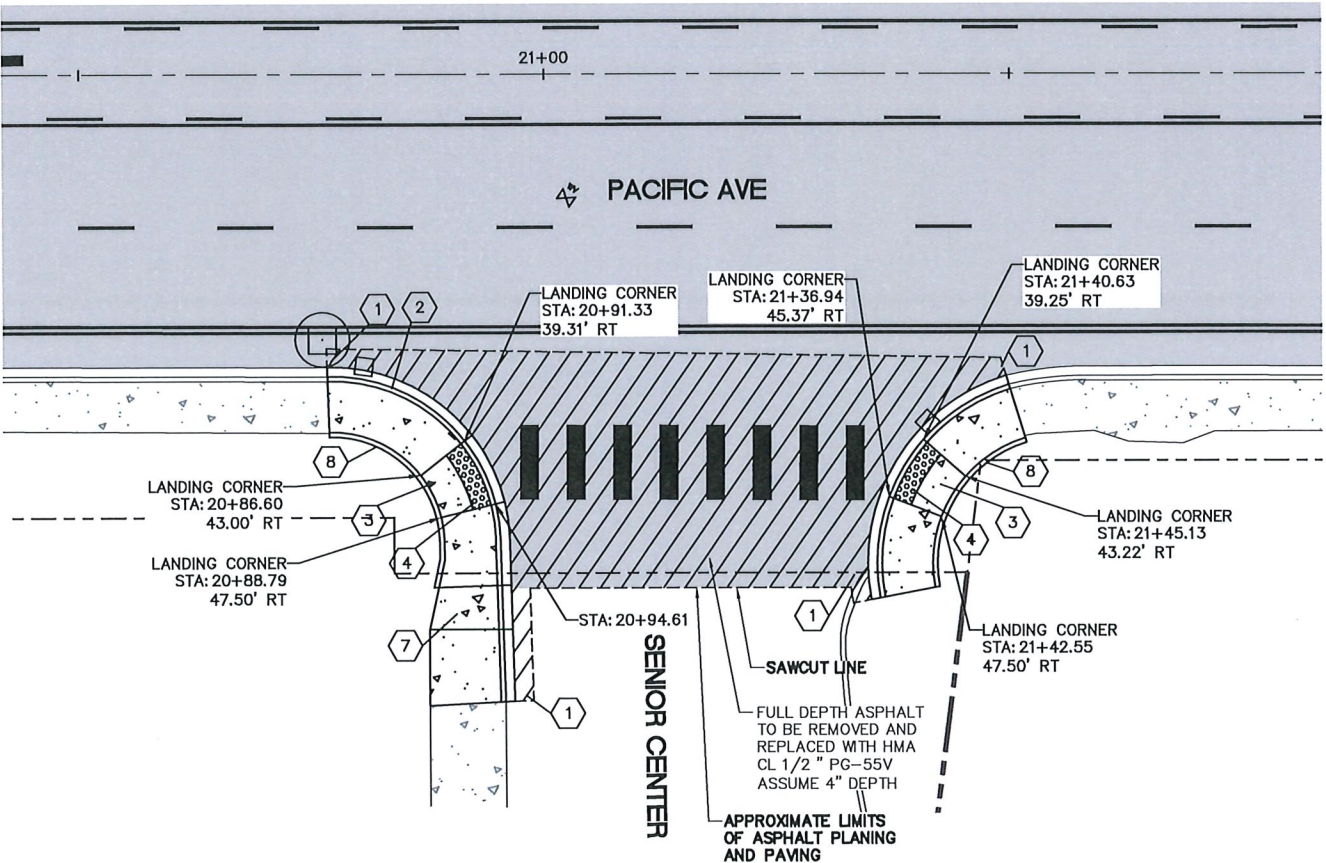
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ROADWAY PLAN 8

Sheet
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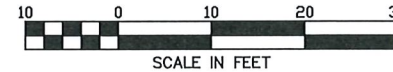
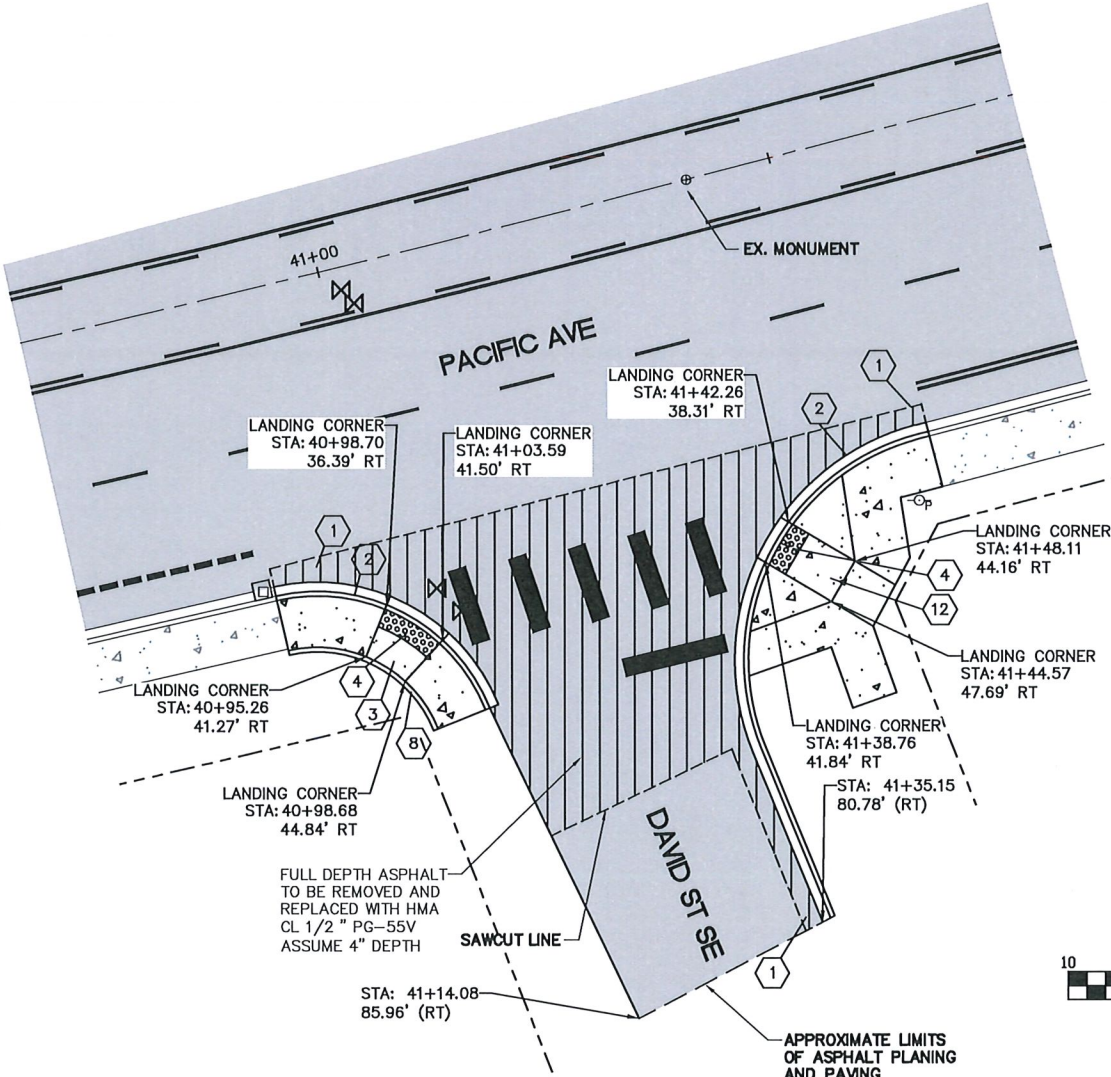
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CR-1 CURB RETURN SITE 1
6/13 HORIZONTAL SCALE: 1"=10'

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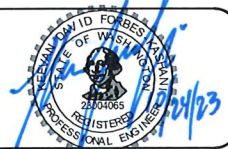
CR-2 CURB RETURN SITE 2
10/13 HORIZONTAL SCALE: 1"=10'

NOTES:
1. CONTRACTOR TO DETERMINE PEDESTRIAN PATHWAY, LENGTH AND SLOPE TO BE IN COMPLIANCE WITH CURRENT PUBLIC RIGHT OF WAY ACCESS GUIDELINES.



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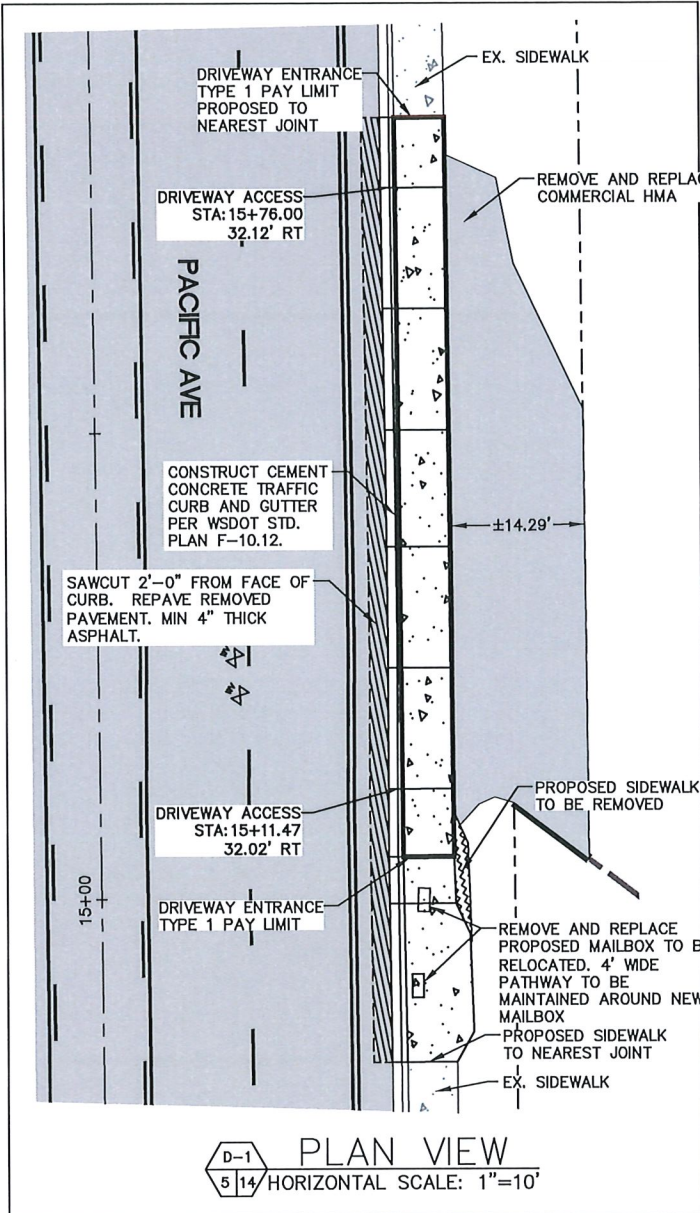
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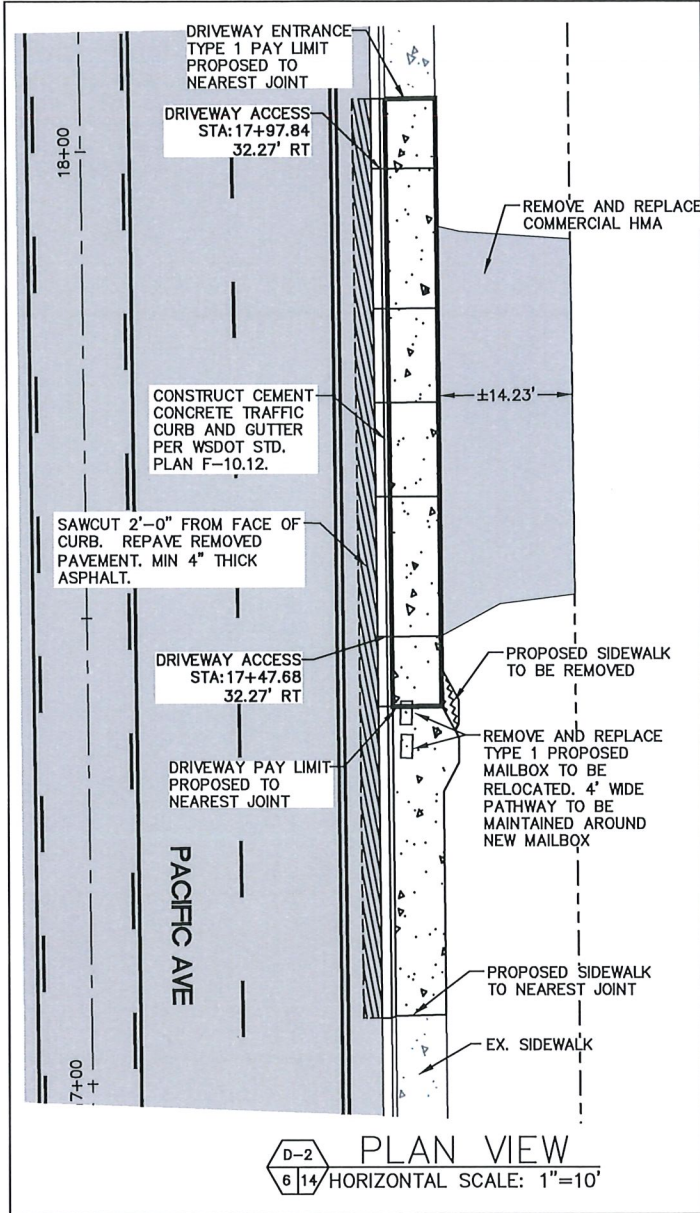
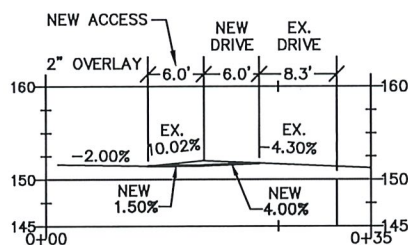
CURB RAMP PLAN

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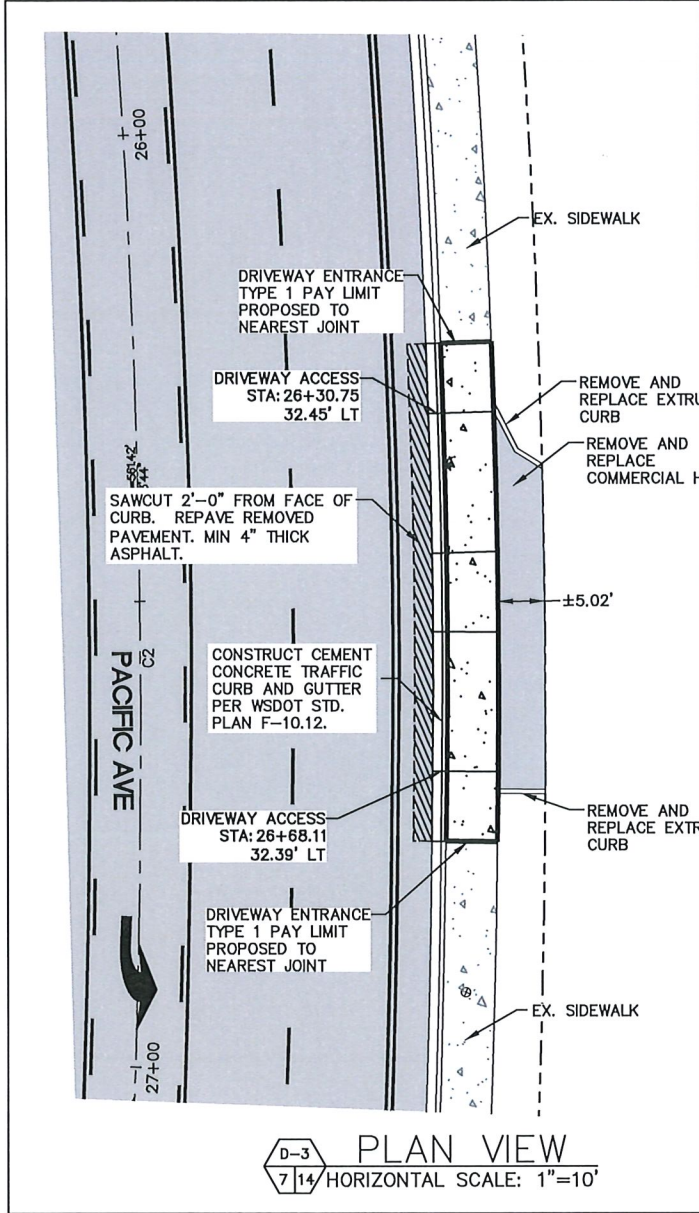
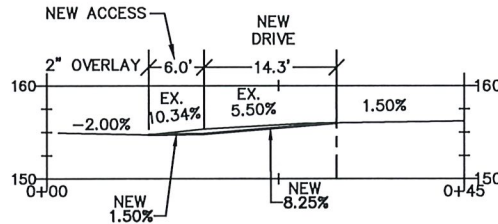
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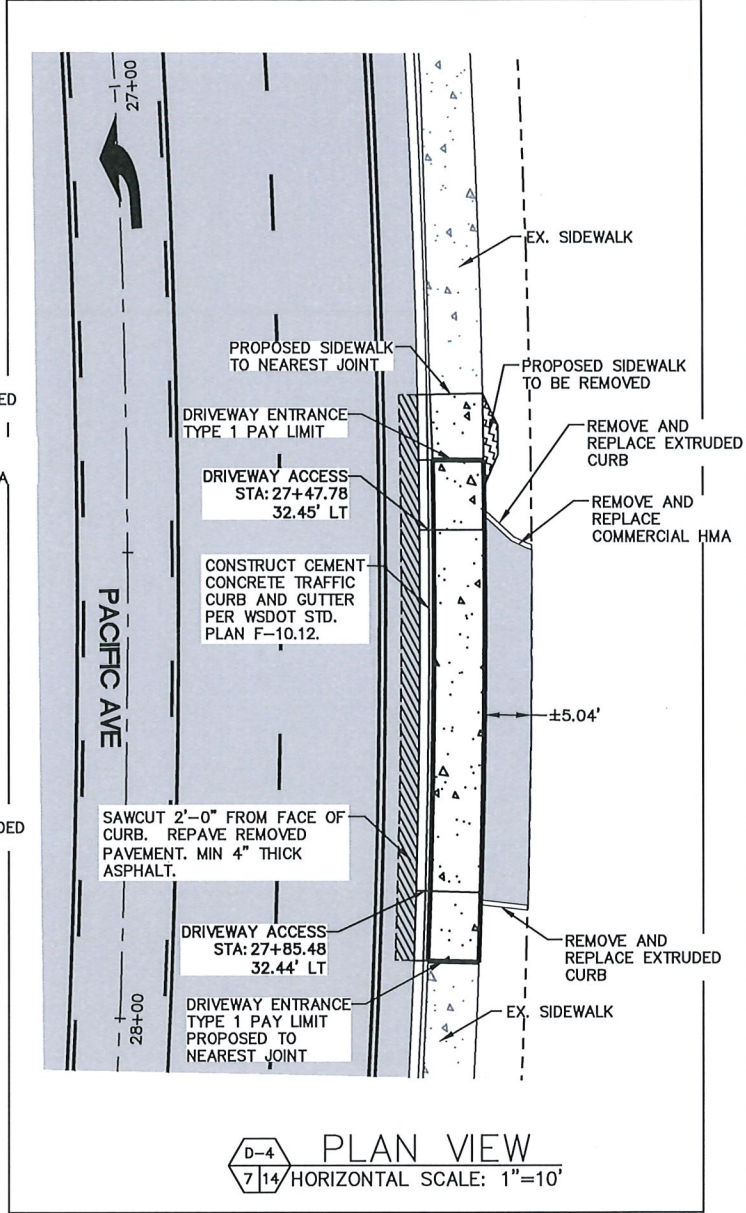
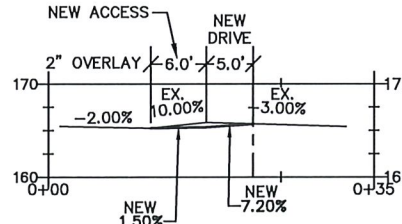
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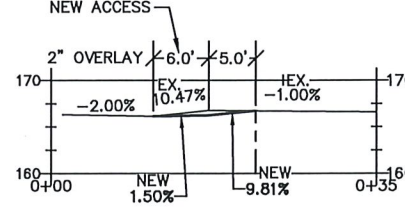
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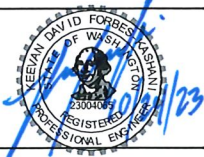
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NOTE: ALL GRADES ARE APPROXIMATE AND BASED ON FIELD MEASUREMENTS

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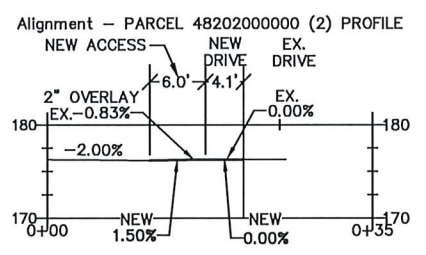
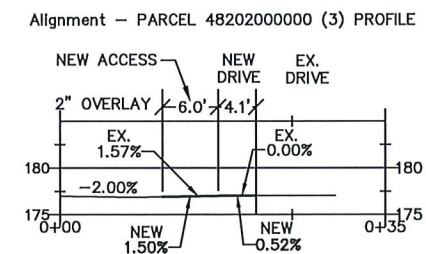
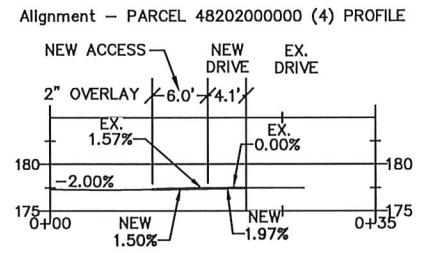
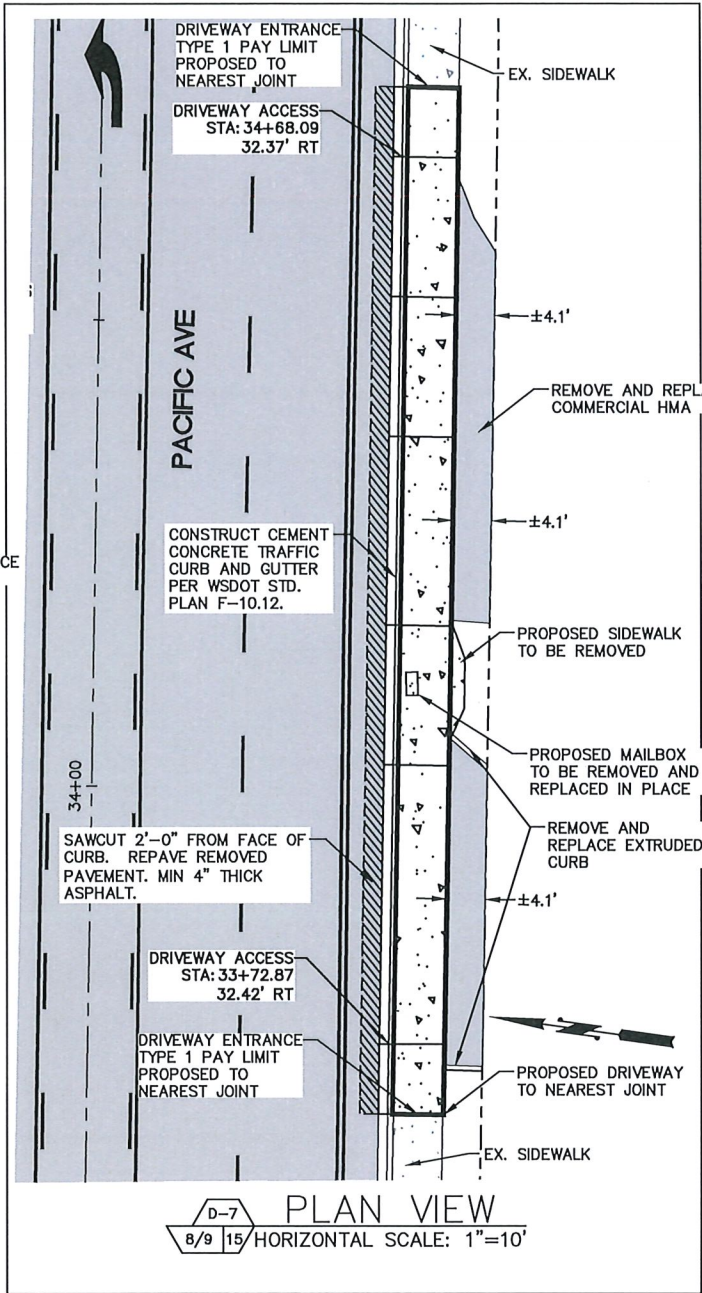
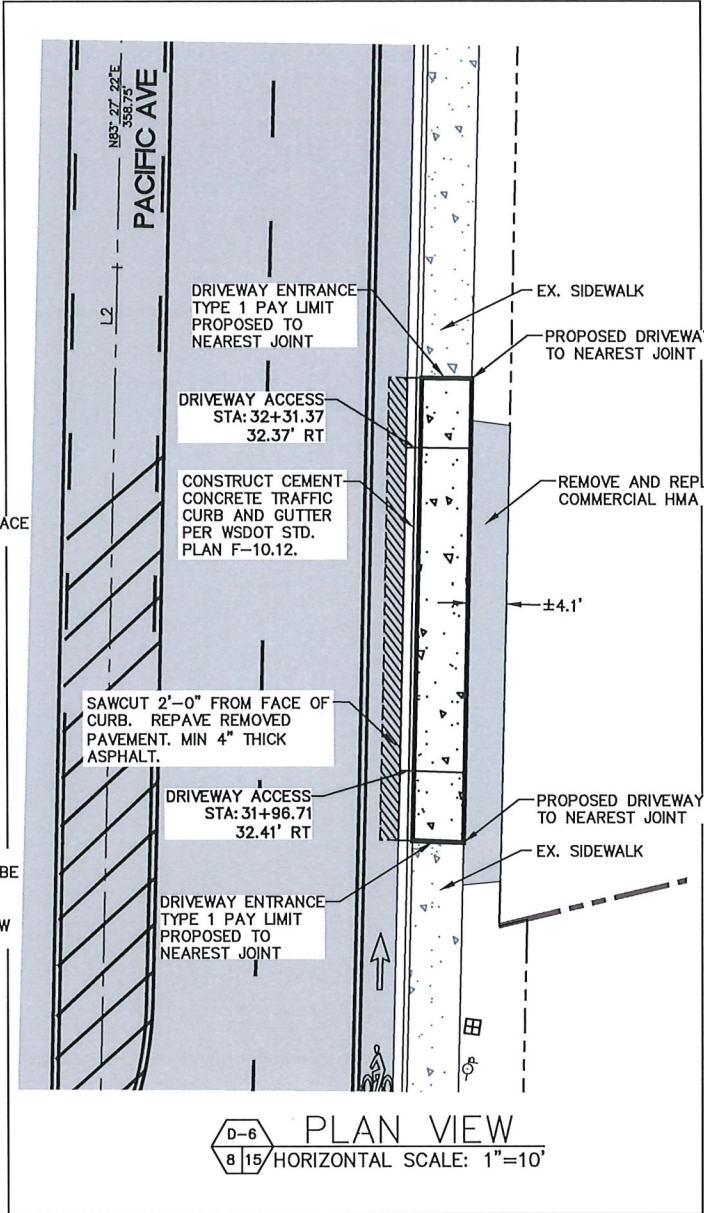
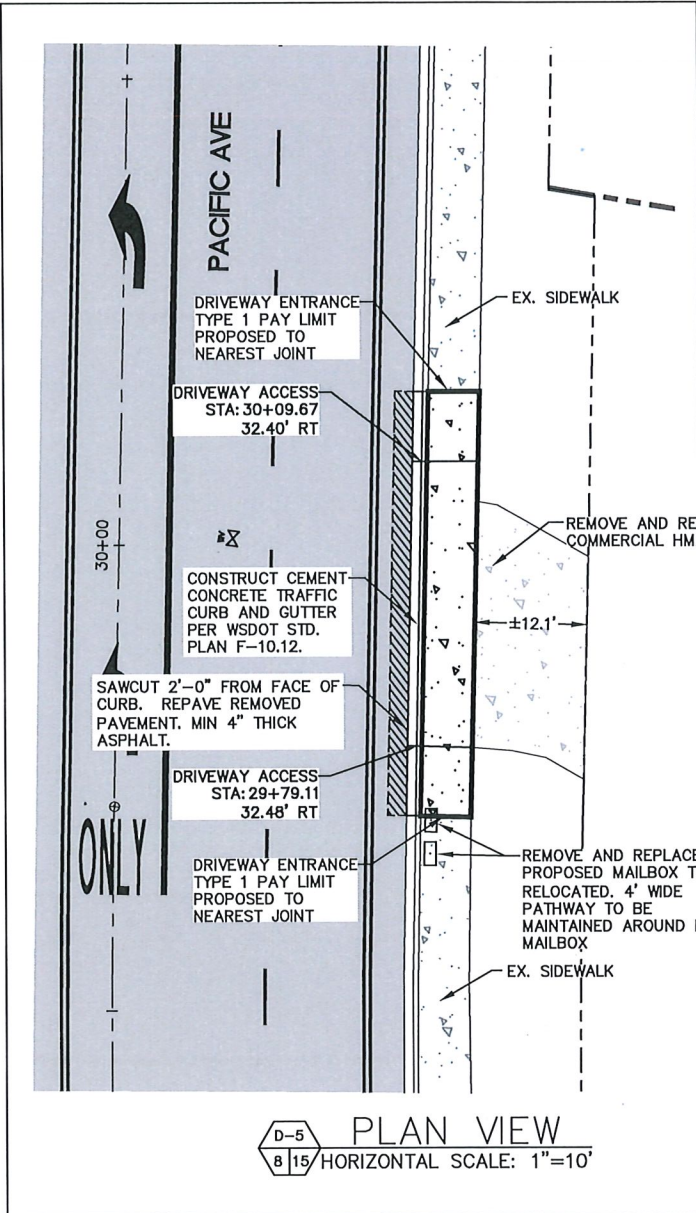
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DRIVEWAY PLAN 1

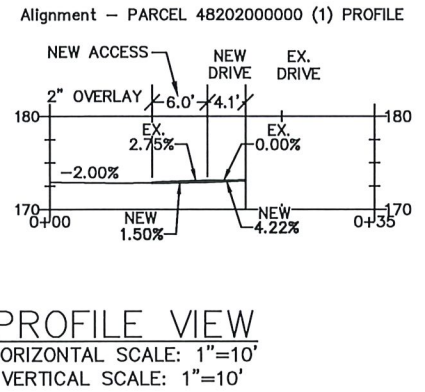
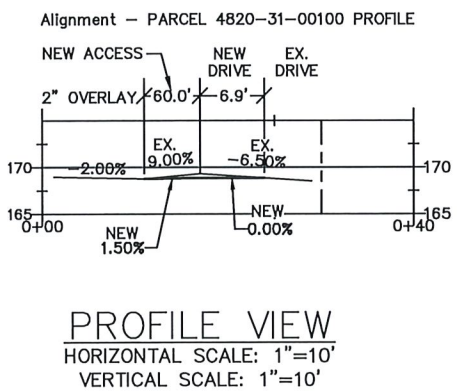
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PROFILE VIEW
HORIZONTAL SCALE: 1"=10'
VERTICAL SCALE: 1"=10'



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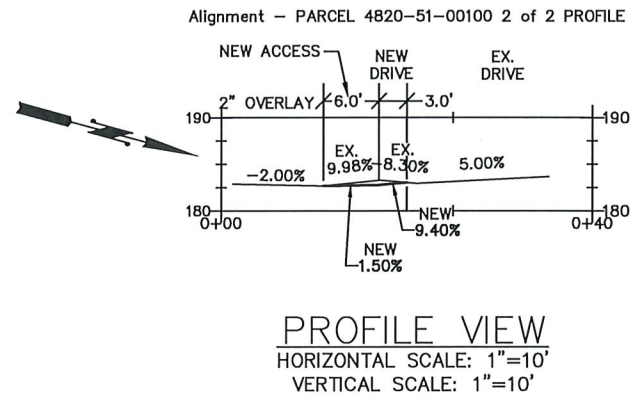
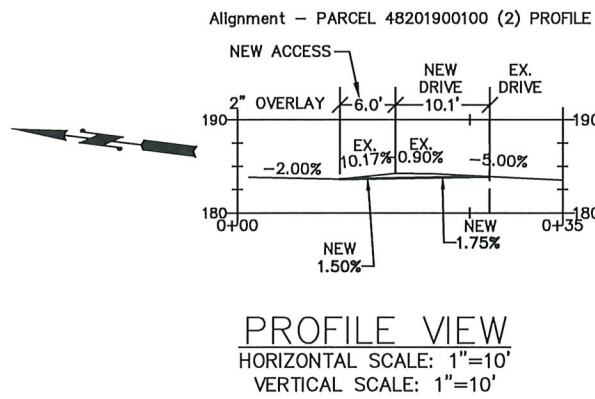
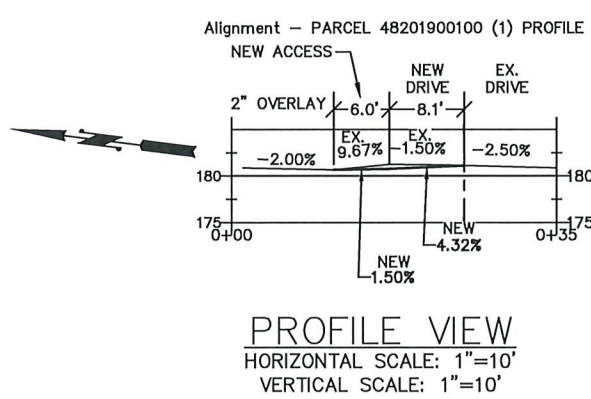
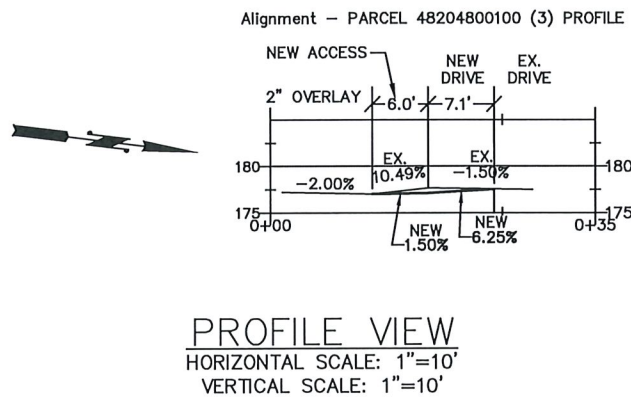
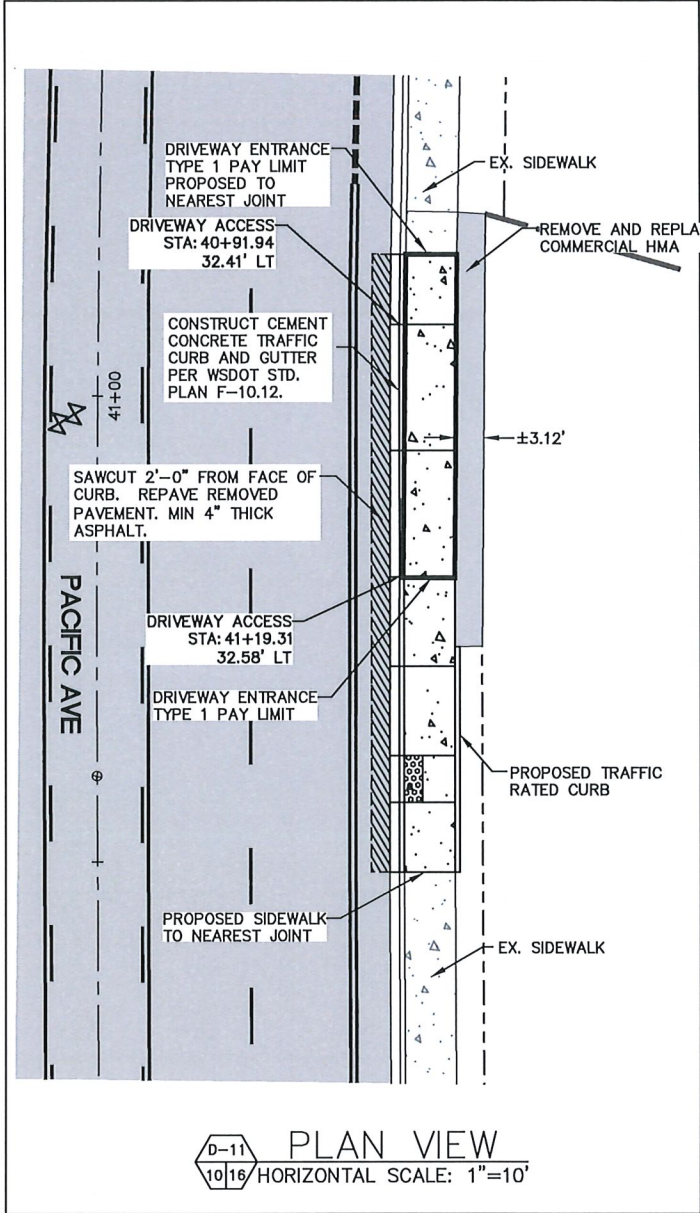
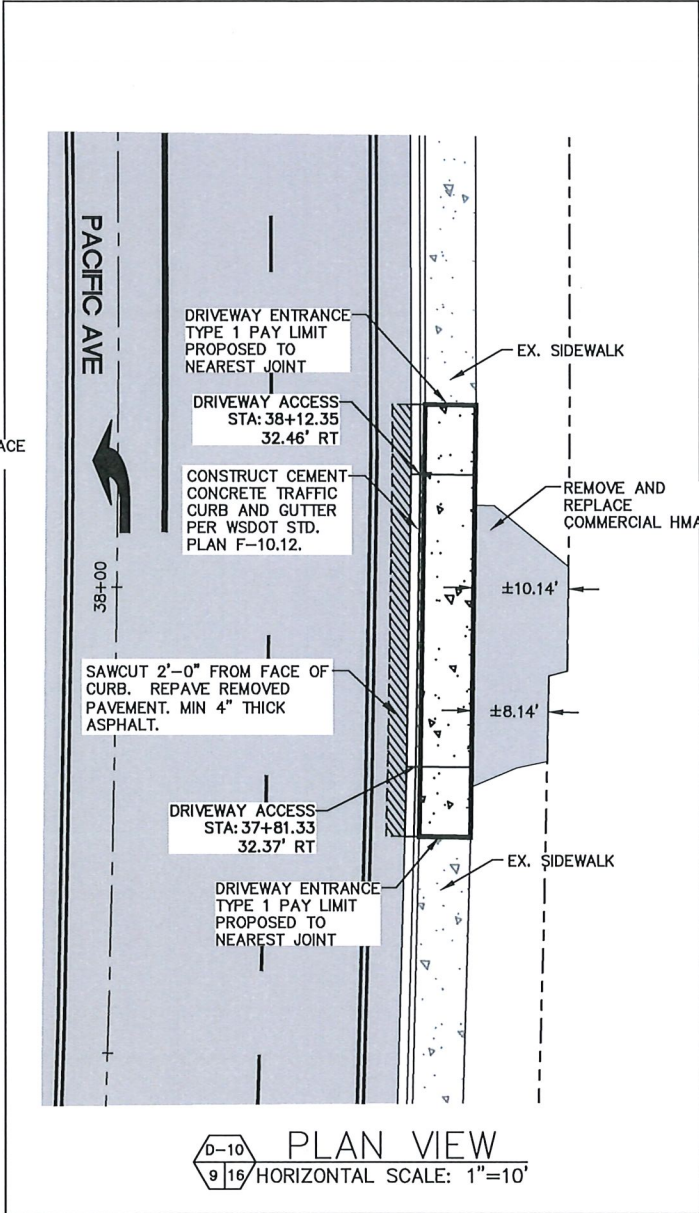
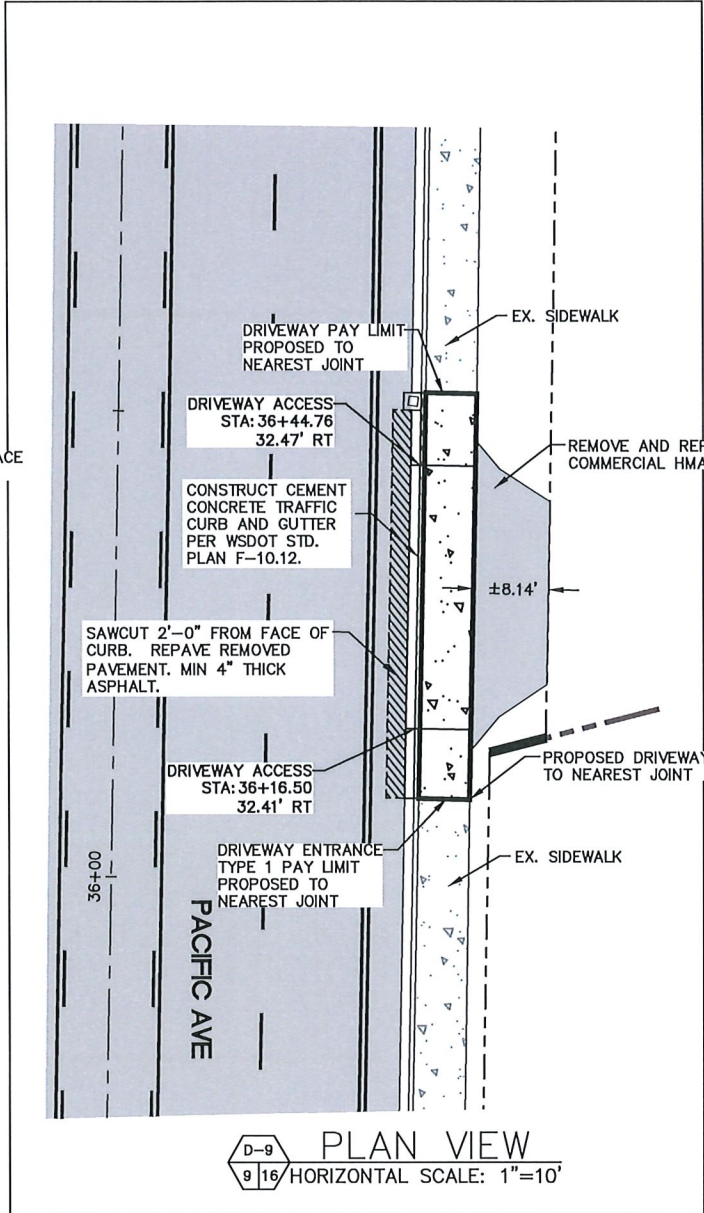
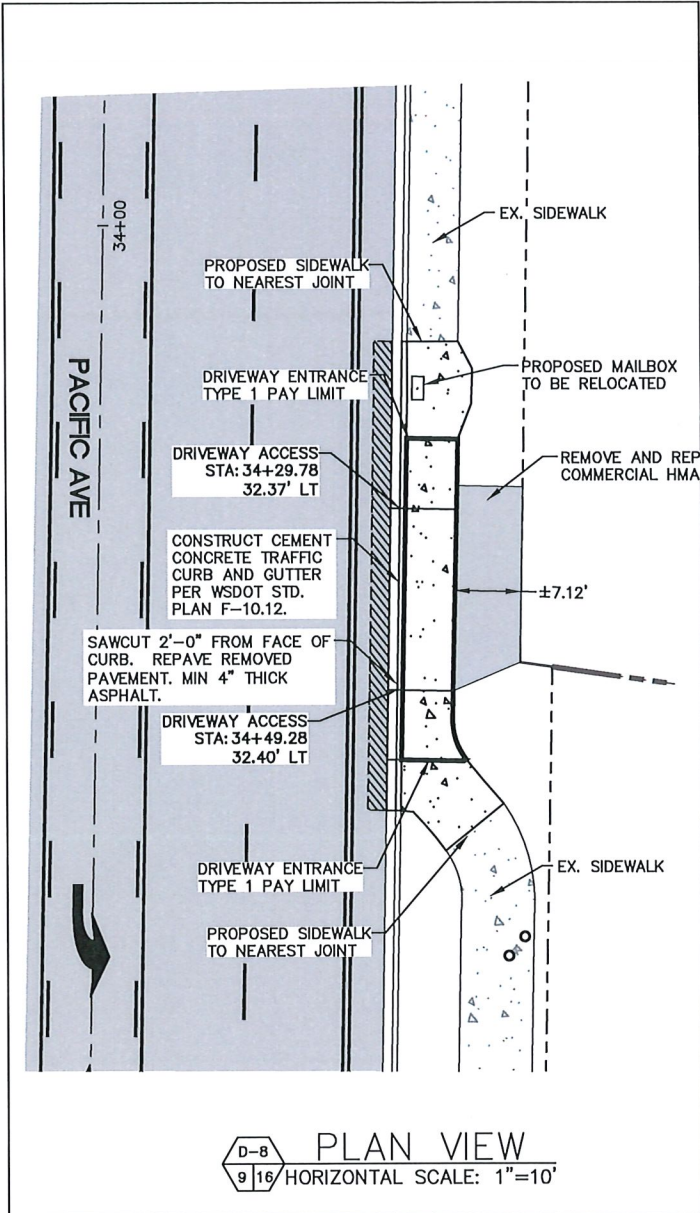
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PACIFIC PAVEMENT PRESERVATION
CP No. 98408 FA No. NHPP-5282(007)

DRIVEWAY PLAN 2

Sheet
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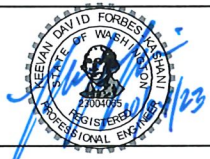
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LAT:47.041042 LONG:-122.790682



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NOTE: ALL GRADES ARE APPROXIMATE AND BASED ON FIELD MEASUREMENTS

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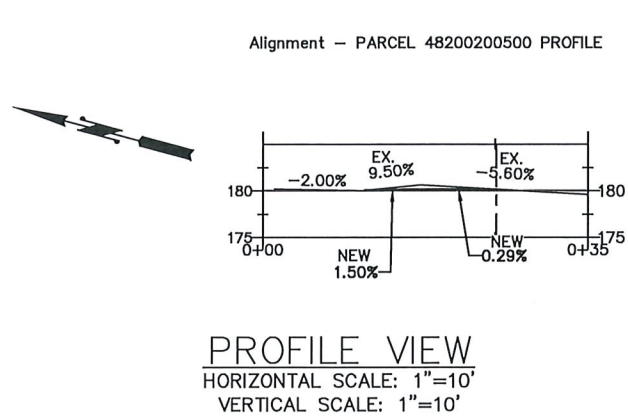
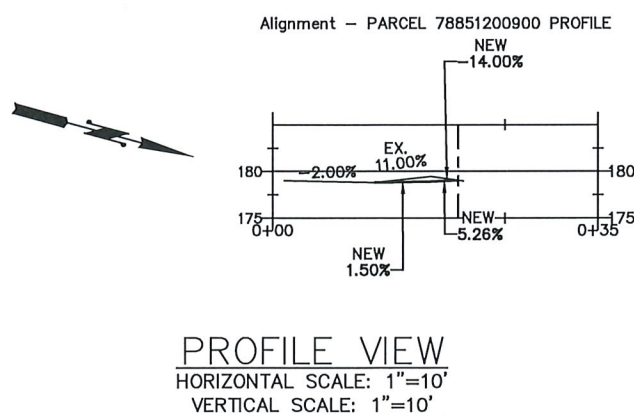
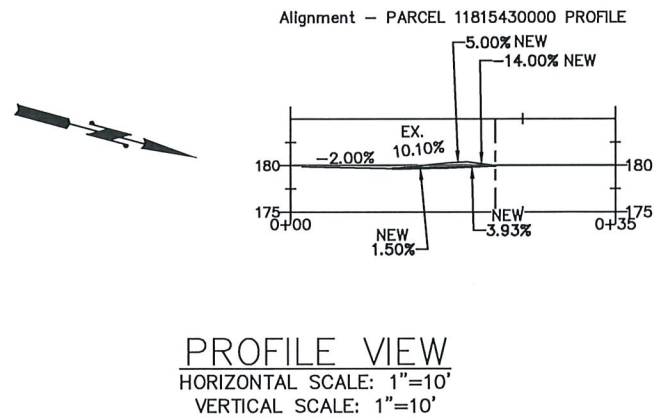
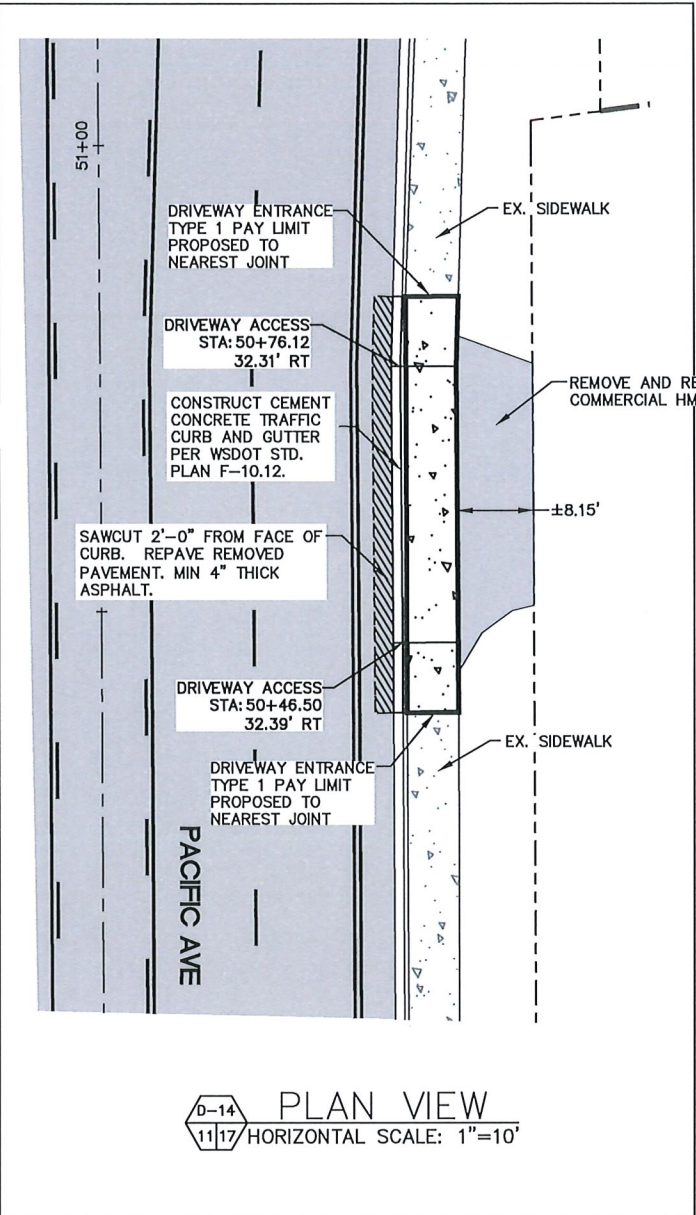
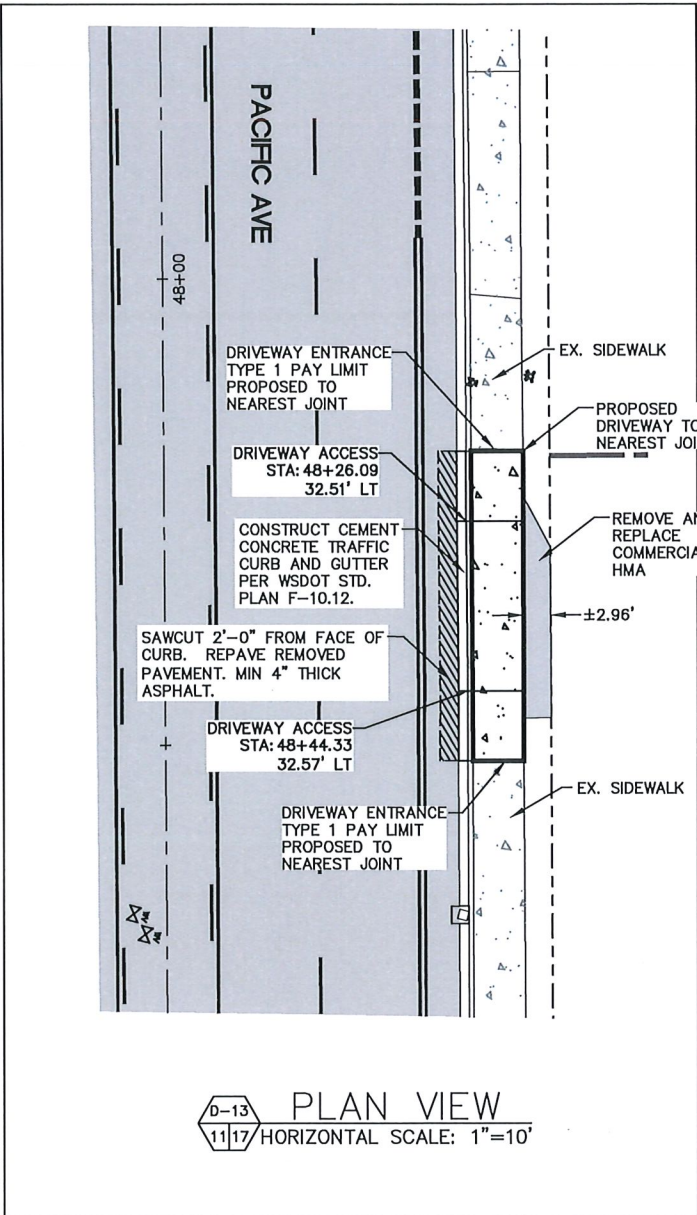
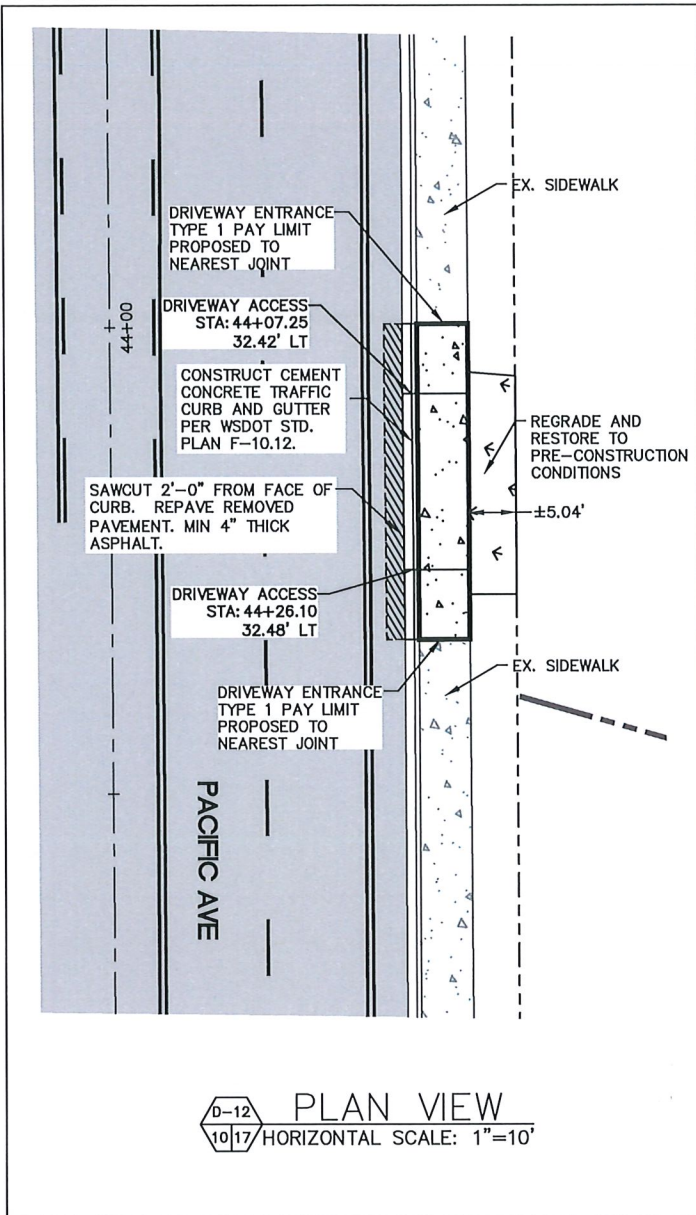
PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

DRIVEWAY PLAN 3

Sheet

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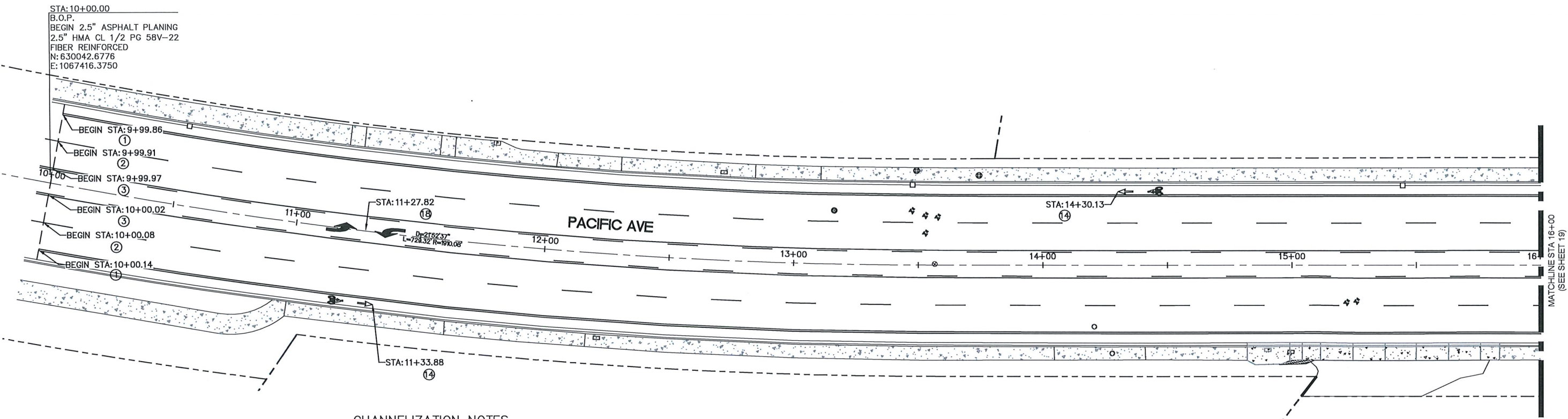
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DRIVEWAY PLAN 4

Sheet

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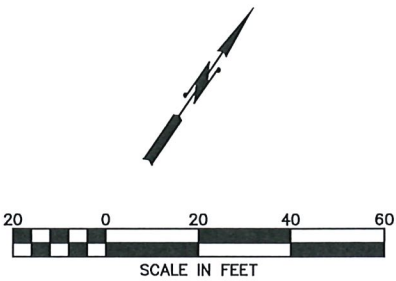


CHANNELIZATION NOTES

- ① BUFFERED BIKE LANE LINE PER DETAIL ON SHEET 26.
- ② LANE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
- ③ TWO-WAY LEFT TURN STRIPE PER LACEY DETAIL 4-27 AND 4-28.5 ON SHEET 26.
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- ⑨ LANE LINE PER WSDOT STD. PLAN M-20.10.
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- ⑬ TYPE 2SL TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40.
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- ⑮ TYPE 3SR TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40.
- ⑯ CROSSWALK LINES PER WSDOT STD. PLAN M-15.10.
- ⑰ STOP LINE PER WSDOT STD. PLAN M-15.10.
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- ㉒ GORE STRIPING PER DETAIL THIS SHEET.
- ㉓ WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10.

NOTES:

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PACIFIC PAVEMENT PRESERVATION

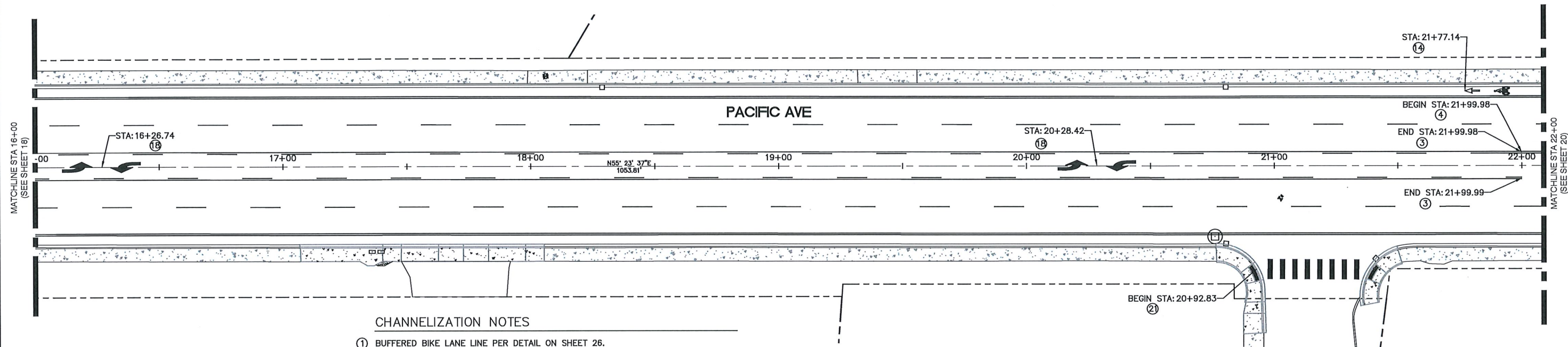
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CHANNELIZATION PLAN 1

Sheet

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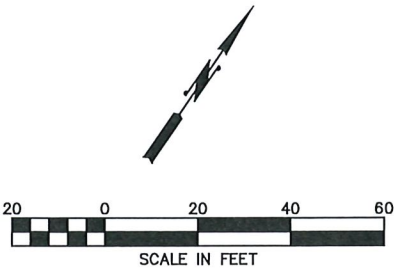


CHANNELIZATION NOTES

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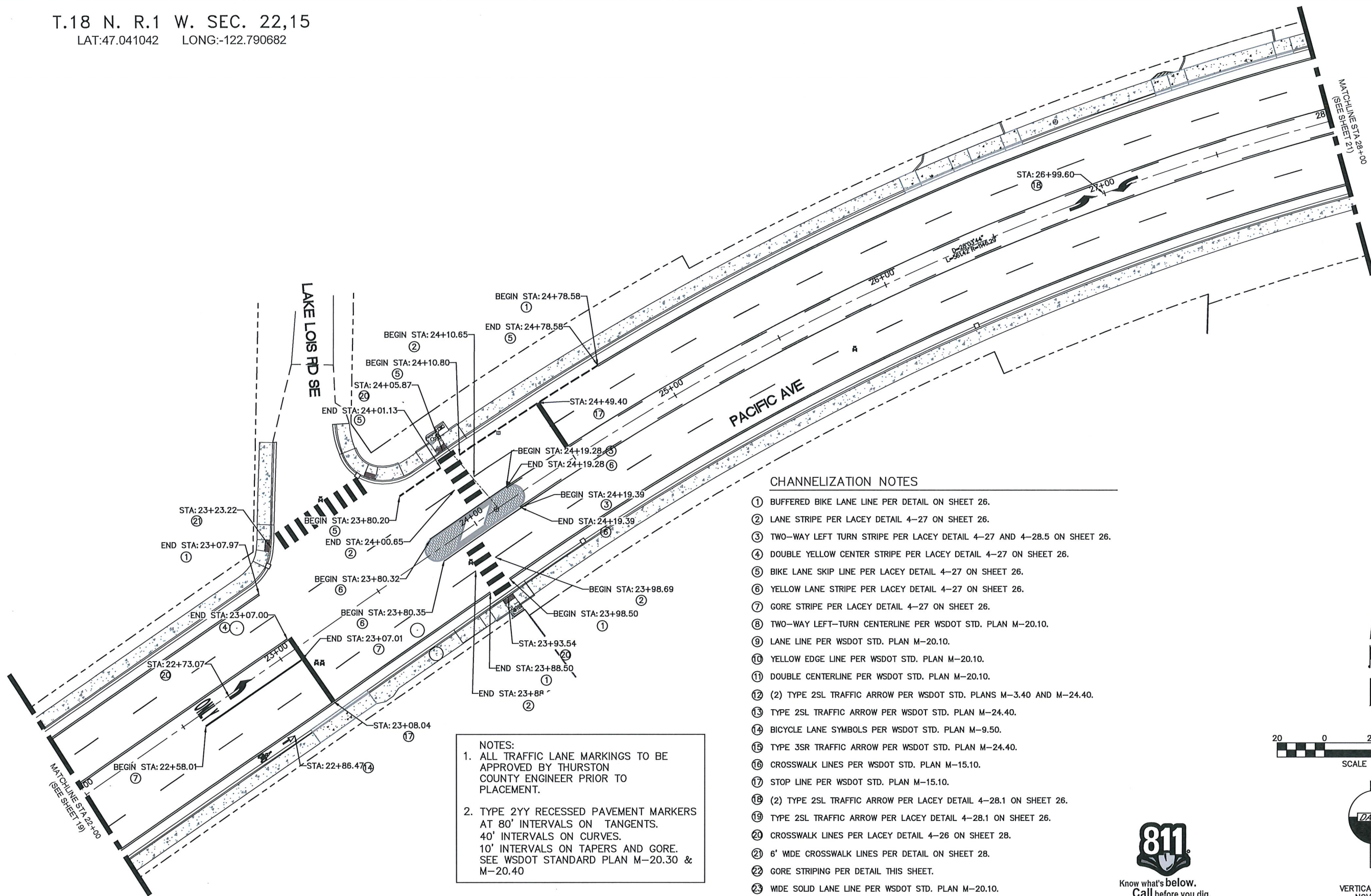
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CHANNELIZATION PLAN 2

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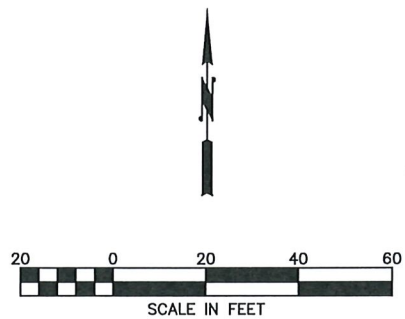
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CHANNELIZATION NOTES

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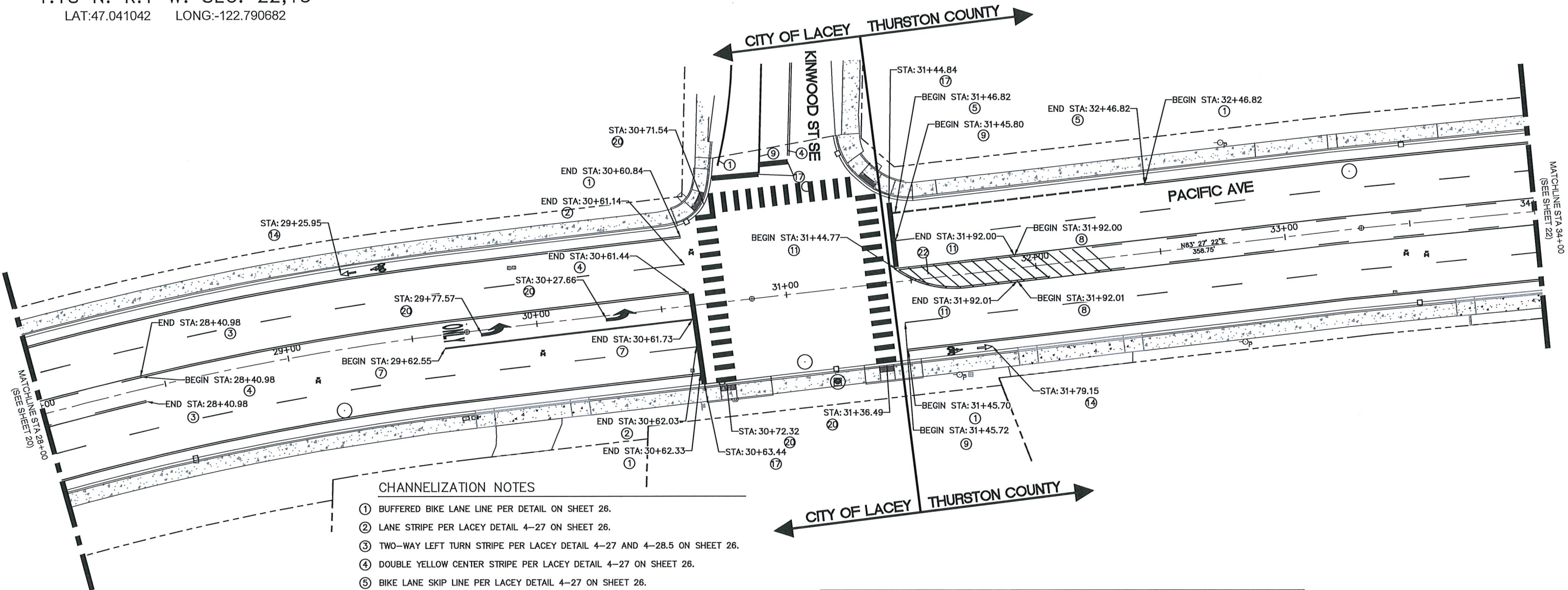
PACIFIC PAVEMENT PRESERVATION

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CHANNELIZATION PLAN 3

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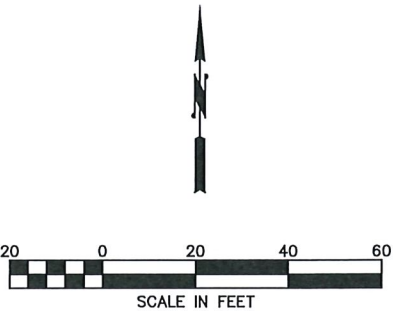
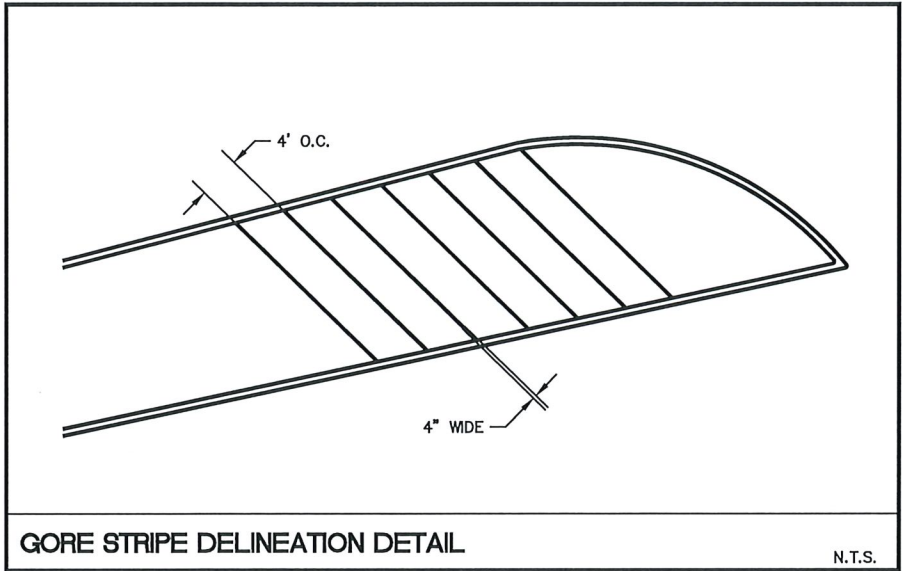


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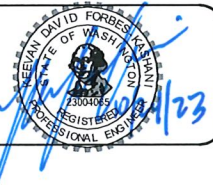


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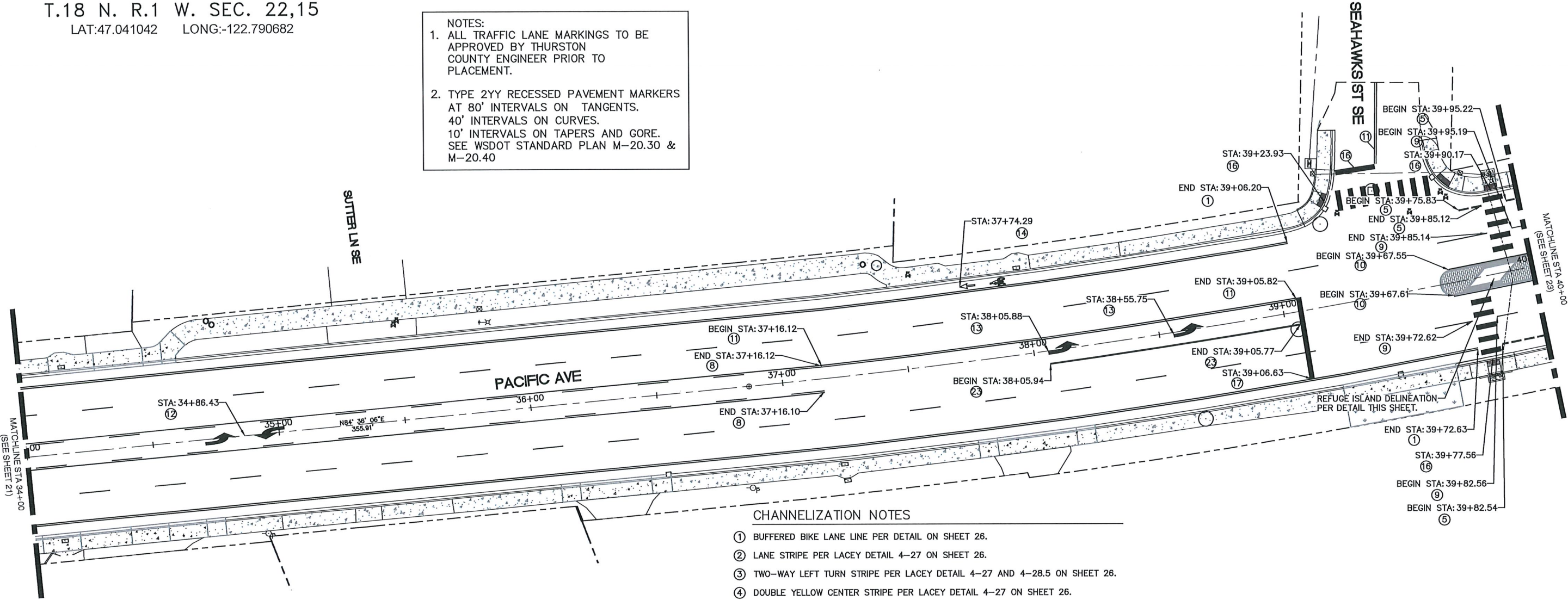
CHANNELIZATION PLAN 4

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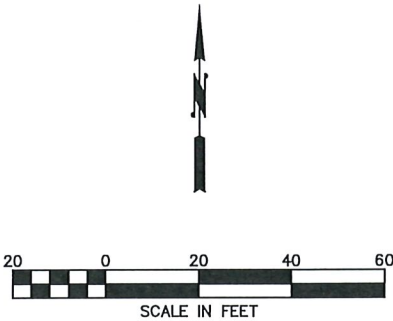
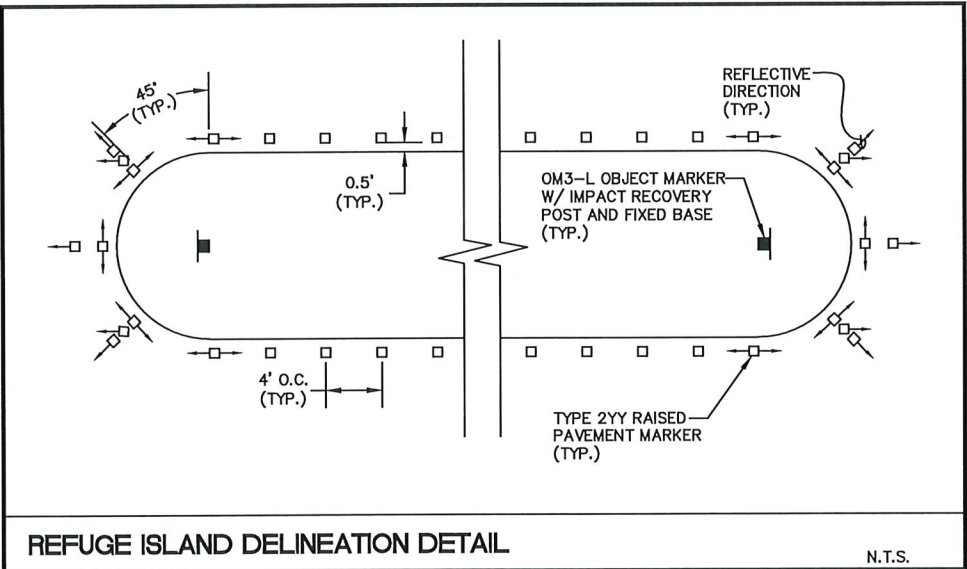
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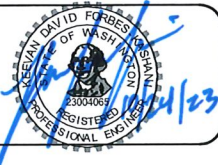
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PACIFIC PAVEMENT PRESERVATION

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CHANNELIZATION PLAN 5

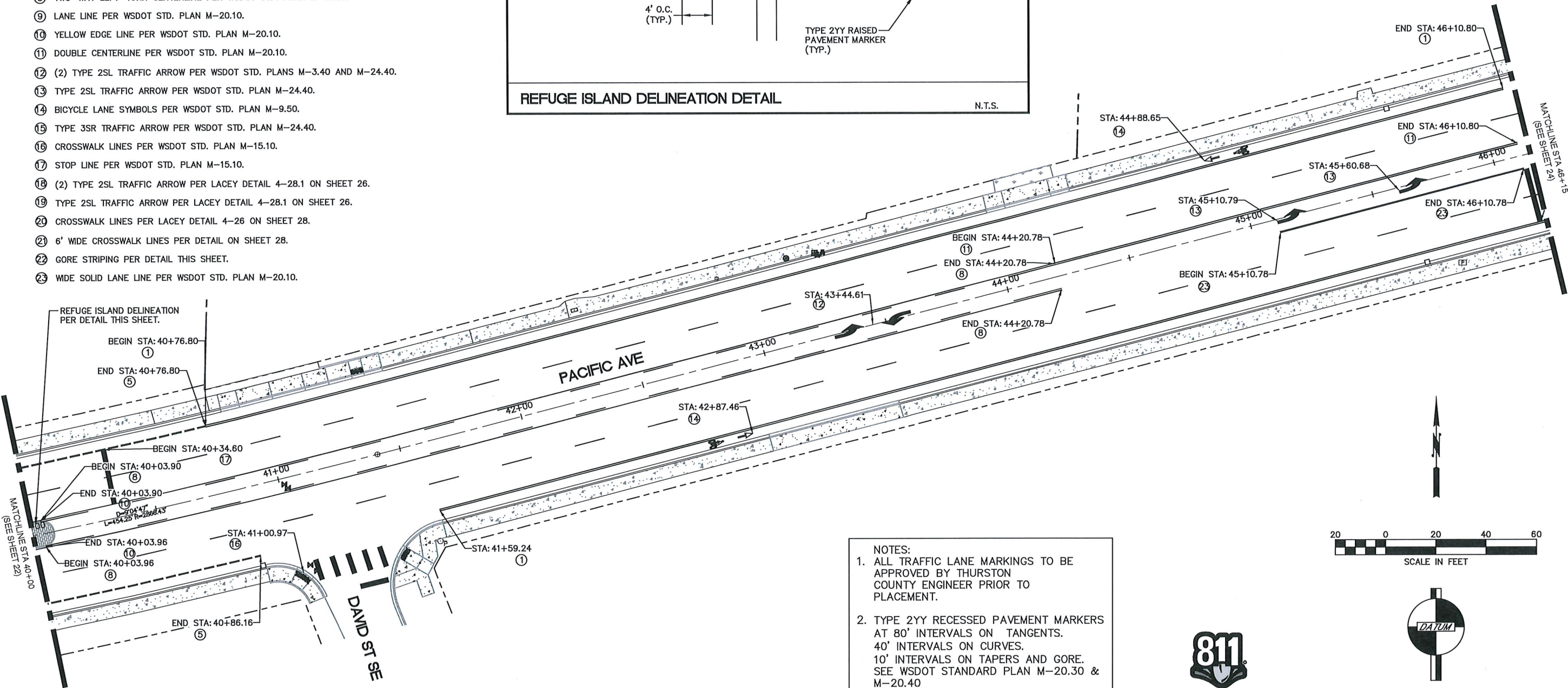
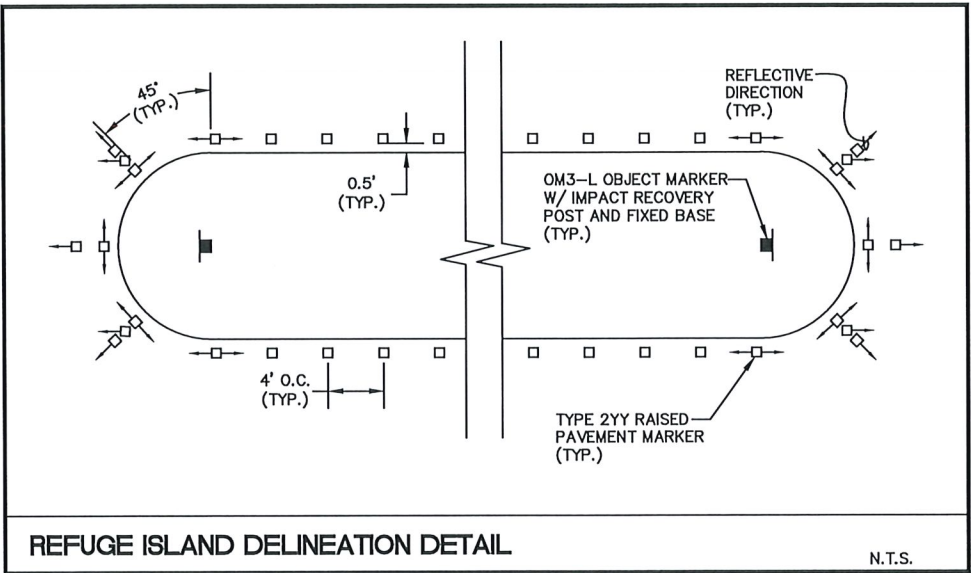
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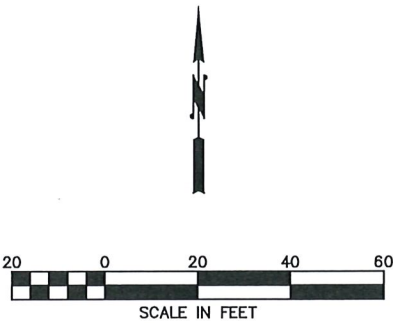
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- ⑰ STOP LINE PER WSDOT STD. PLAN M-15.10.
- ⑱ (2) TYPE 2SL TRAFFIC ARROW PER LACEY DETAIL 4-28.1 ON SHEET 26.
- ⑲ TYPE 2SL TRAFFIC ARROW PER LACEY DETAIL 4-28.1 ON SHEET 26.
- ⑳ CROSSWALK LINES PER LACEY DETAIL 4-26 ON SHEET 28.
- ㉑ 6' WIDE CROSSWALK LINES PER DETAIL ON SHEET 28.
- ㉒ GORE STRIPING PER DETAIL THIS SHEET.
- ㉓ WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10.



- NOTES:
- 1. ALL TRAFFIC LANE MARKINGS TO BE APPROVED BY THURSTON COUNTY ENGINEER PRIOR TO PLACEMENT.
 - 2. TYPE 2YY RECESSED PAVEMENT MARKERS AT 80' INTERVALS ON TANGENTS, 40' INTERVALS ON CURVES, 10' INTERVALS ON TAPERS AND GORE. SEE WSDOT STANDARD PLAN M-20.30 & M-20.40



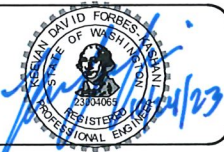
VERTICAL DATUM
NGVD 29



Know what's below.
Call before you dig.

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Drafted: HDC
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PACIFIC PAVEMENT PRESERVATION

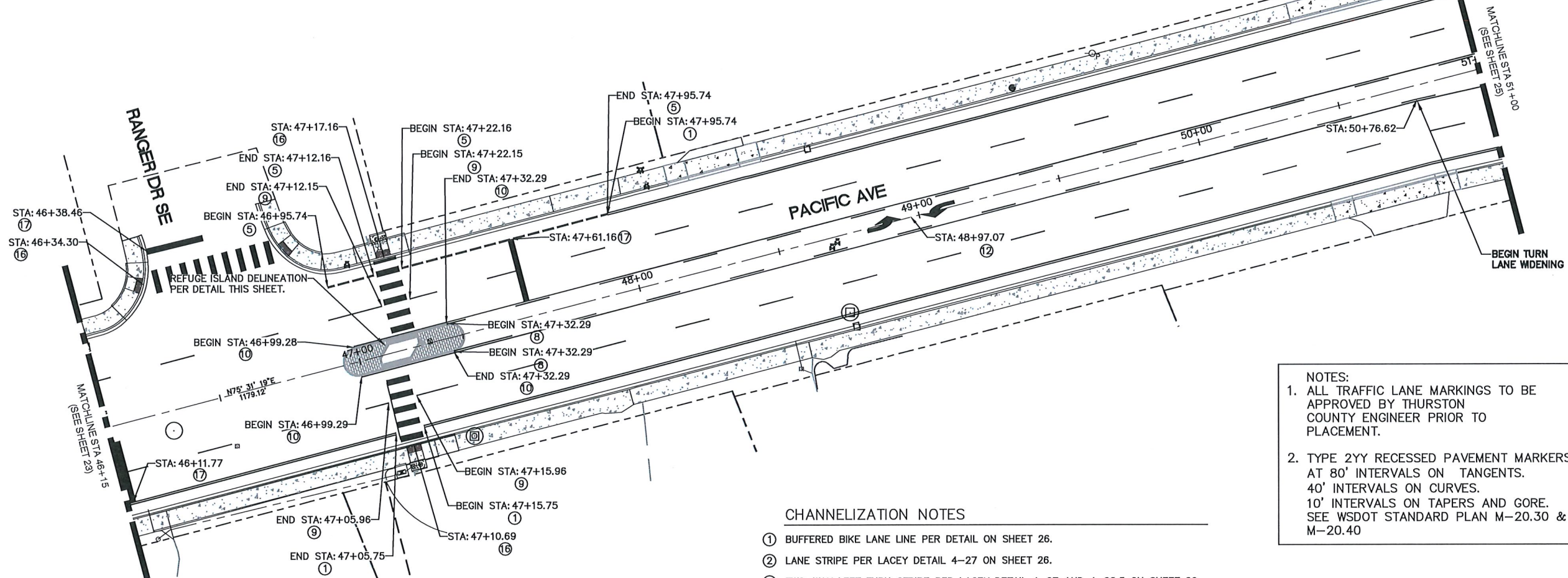
CP No. 98408 FA No. NHPP-5282(007)

CHANNELIZATION PLAN 6

Sheet

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of
33

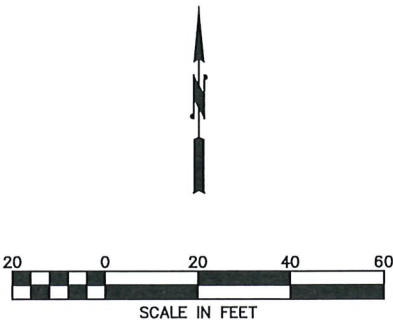
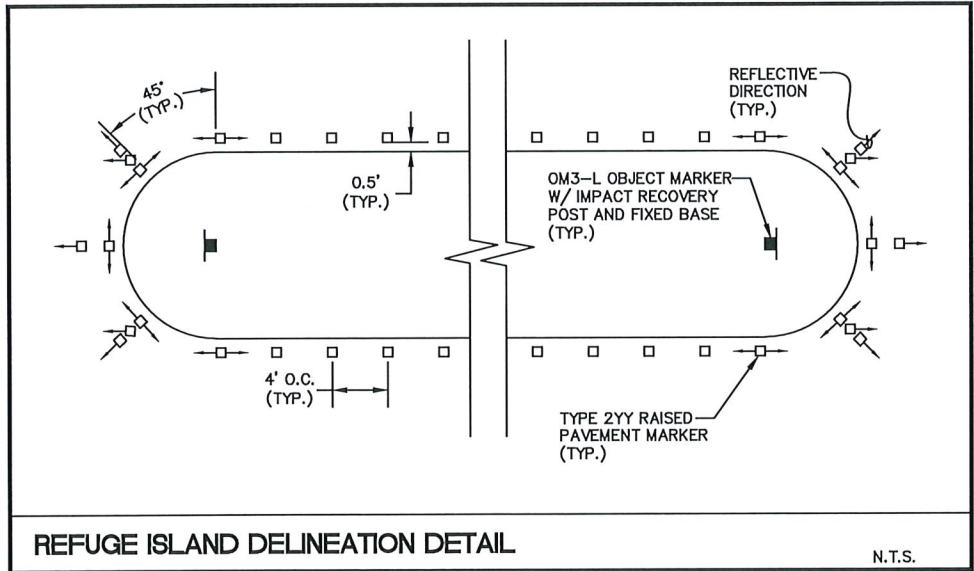
T.18 N. R.1 W. SEC. 22,15
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- NOTES:
1. ALL TRAFFIC LANE MARKINGS TO BE APPROVED BY THURSTON COUNTY ENGINEER PRIOR TO PLACEMENT.
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CHANNELIZATION NOTES

- 1 BUFFERED BIKE LANE LINE PER DETAIL ON SHEET 26.
- 2 LANE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
- 3 TWO-WAY LEFT TURN STRIPE PER LACEY DETAIL 4-27 AND 4-28.5 ON SHEET 26.
- 4 DOUBLE YELLOW CENTER STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
- 5 BIKE LANE SKIP LINE PER LACEY DETAIL 4-27 ON SHEET 26.
- 6 YELLOW LANE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
- 7 GORE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
- 8 TWO-WAY LEFT-TURN CENTERLINE PER WSDOT STD. PLAN M-20.10.
- 9 LANE LINE PER WSDOT STD. PLAN M-20.10.
- 10 YELLOW EDGE LINE PER WSDOT STD. PLAN M-20.10.
- 11 DOUBLE CENTERLINE PER WSDOT STD. PLAN M-20.10.
- 12 (2) TYPE 2SL TRAFFIC ARROW PER WSDOT STD. PLANS M-3.40 AND M-24.40.
- 13 TYPE 2SL TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40.
- 14 BICYCLE LANE SYMBOLS PER WSDOT STD. PLAN M-9.50.
- 15 TYPE 3SR TRAFFIC ARROW PER WSDOT STD. PLAN M-24.40.
- 16 CROSSWALK LINES PER WSDOT STD. PLAN M-15.10.
- 17 STOP LINE PER WSDOT STD. PLAN M-15.10.
- 18 (2) TYPE 2SL TRAFFIC ARROW PER LACEY DETAIL 4-28.1 ON SHEET 26.
- 19 TYPE 2SL TRAFFIC ARROW PER LACEY DETAIL 4-28.1 ON SHEET 26.
- 20 CROSSWALK LINES PER LACEY DETAIL 4-26 ON SHEET 28.
- 21 6' WIDE CROSSWALK LINES PER DETAIL ON SHEET 28.
- 22 GORE STRIPING PER DETAIL THIS SHEET.
- 23 WIDE SOLID LANE LINE PER WSDOT STD. PLAN M-20.10.



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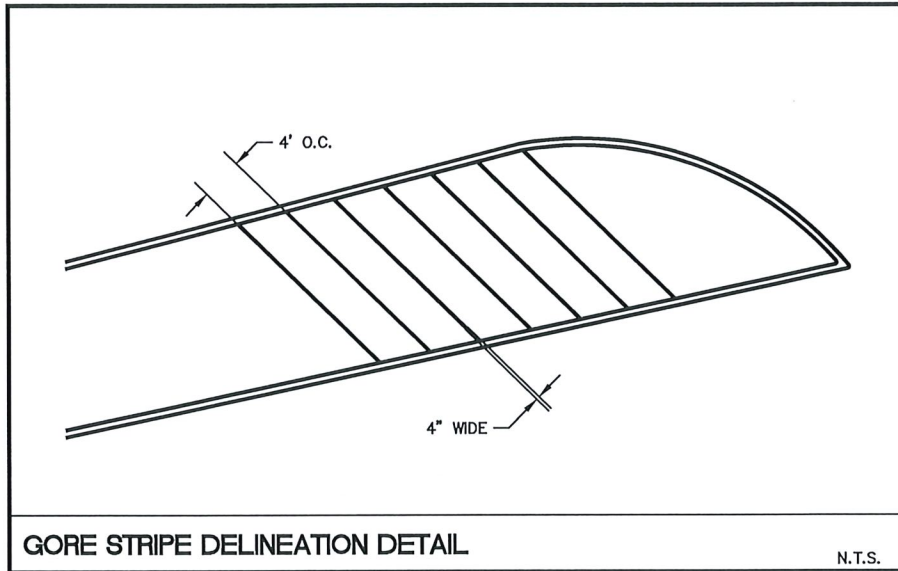
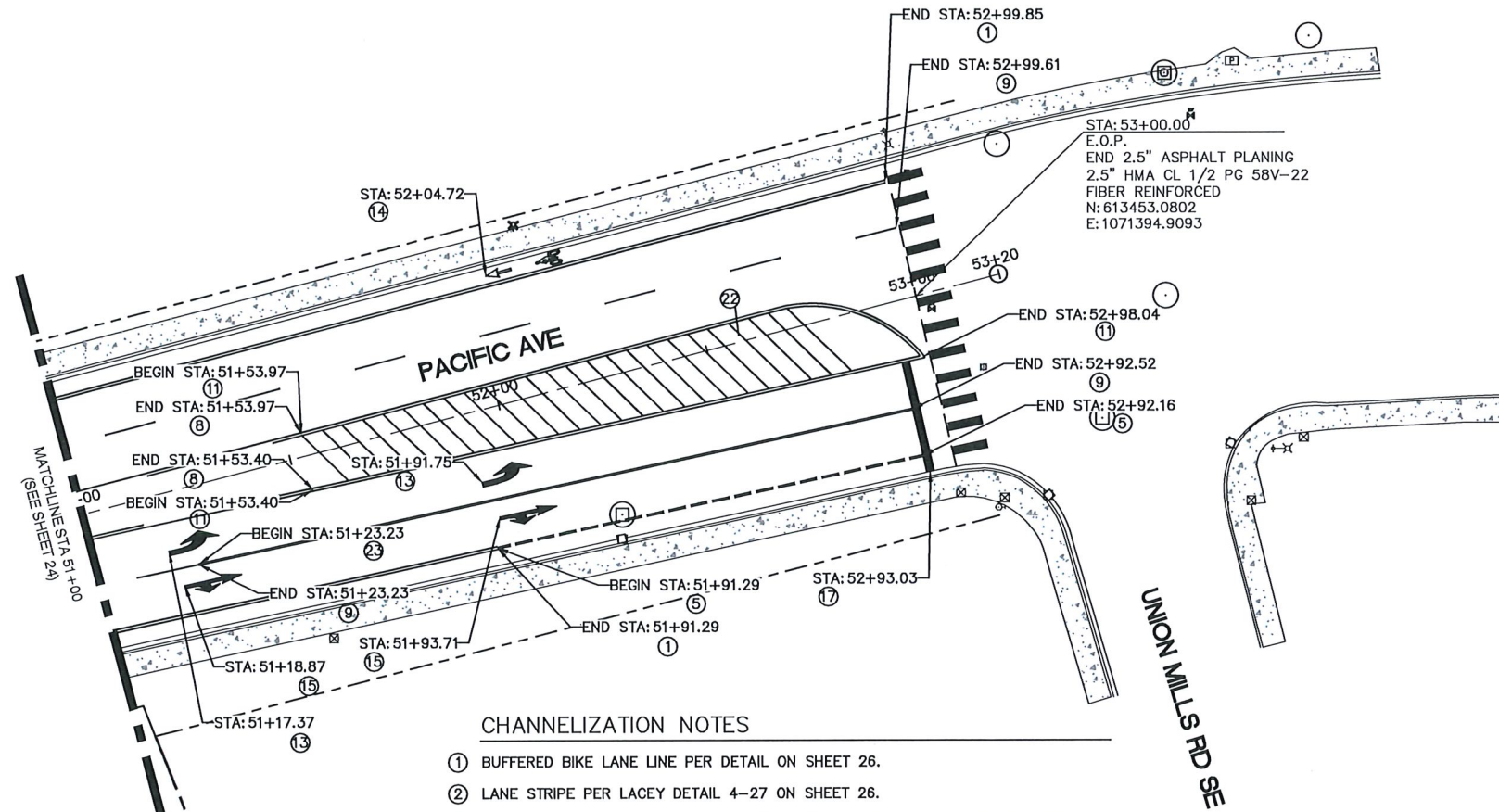
Revisions	Date

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CP No. 98408 FA No. NHPP-5282(007)

CHANNELIZATION PLAN 7

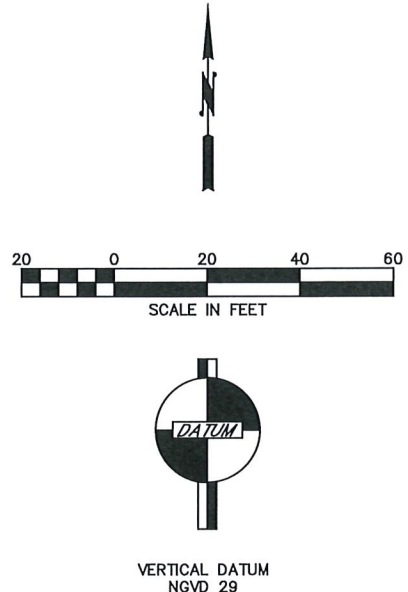
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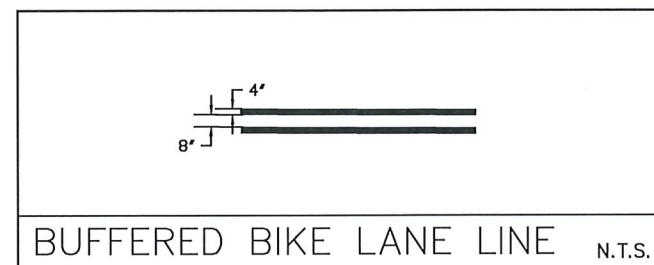
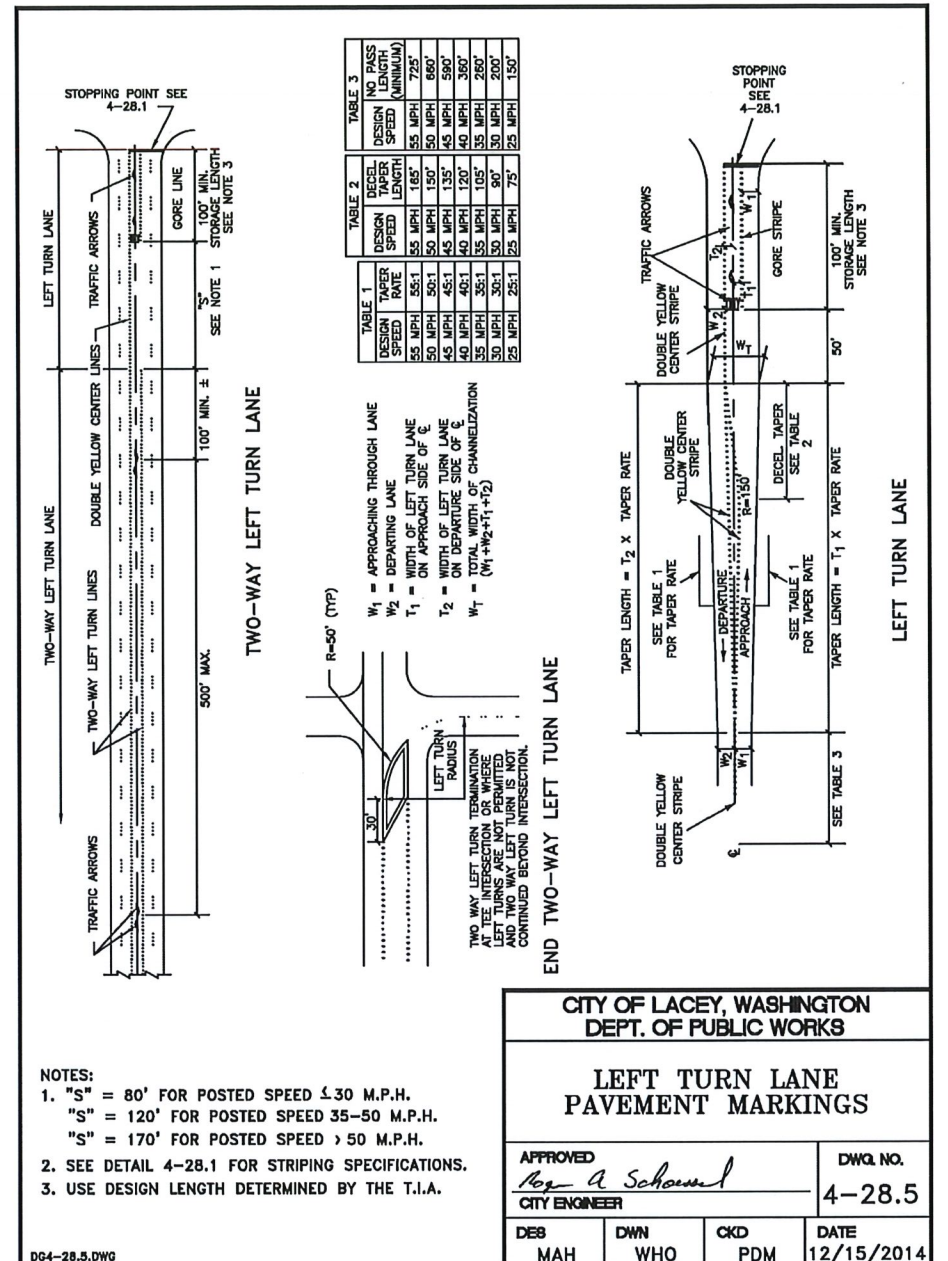
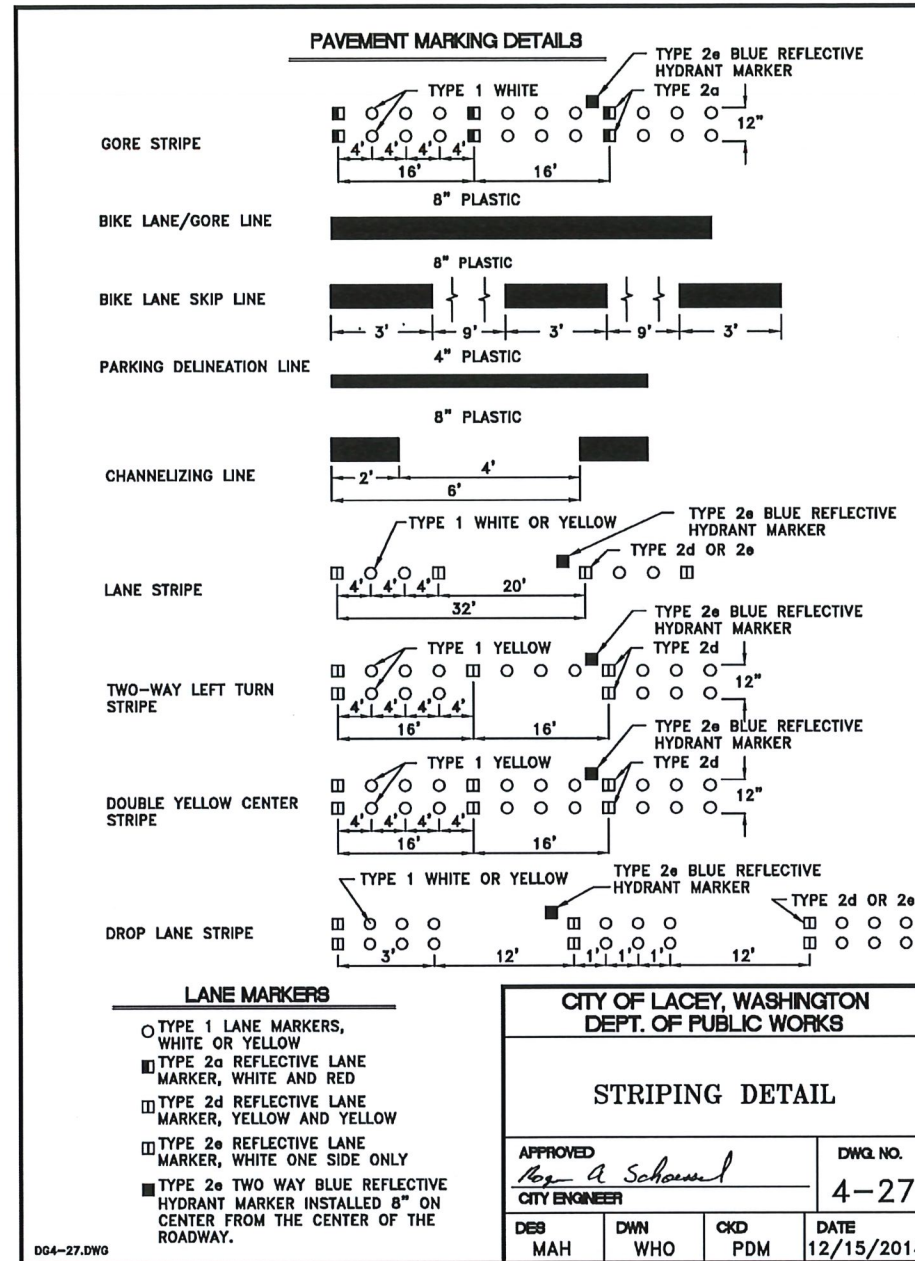
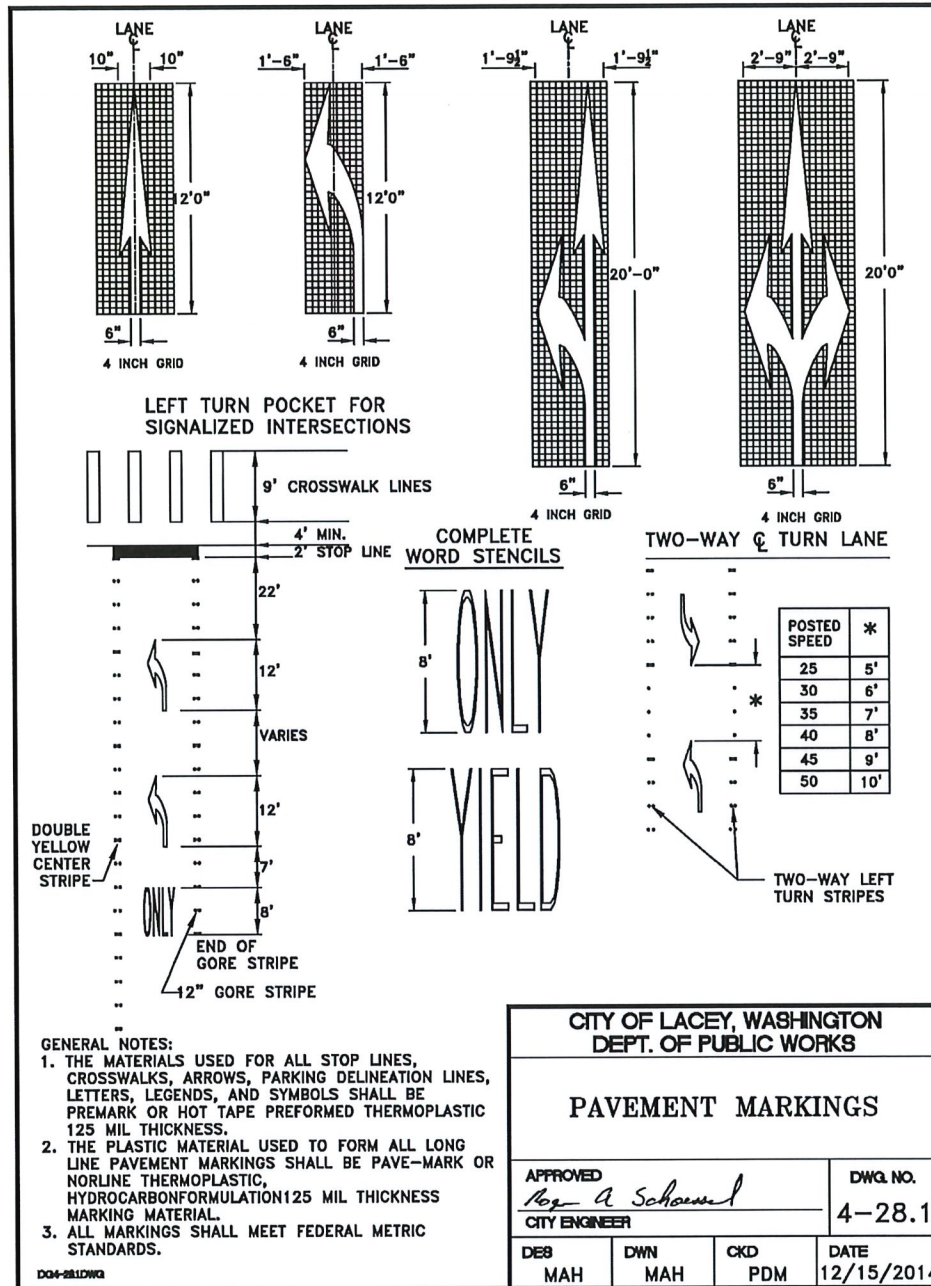


- CHANNELIZATION NOTES
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 - 5 BIKE LANE SKIP LINE PER LACEY DETAIL 4-27 ON SHEET 26.
 - 6 YELLOW LANE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
 - 7 GORE STRIPE PER LACEY DETAIL 4-27 ON SHEET 26.
 - 8 TWO-WAY LEFT-TURN CENTERLINE PER WSDOT STD. PLAN M-20.10.
 - 9 LANE LINE PER WSDOT STD. PLAN M-20.10.
 - 10 YELLOW EDGE LINE PER WSDOT STD. PLAN M-20.10.
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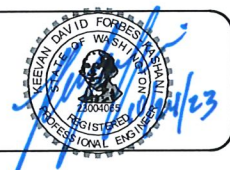


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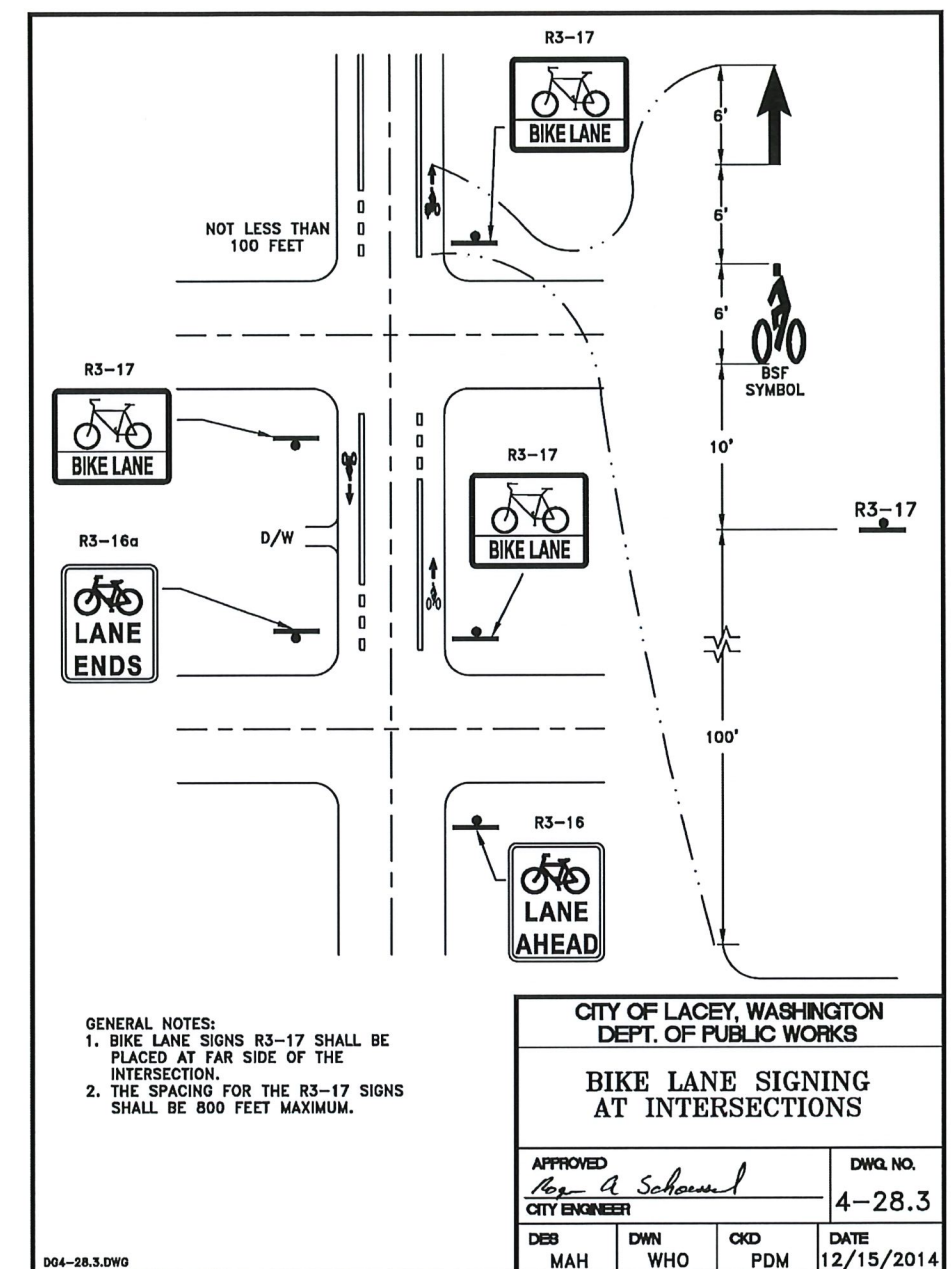
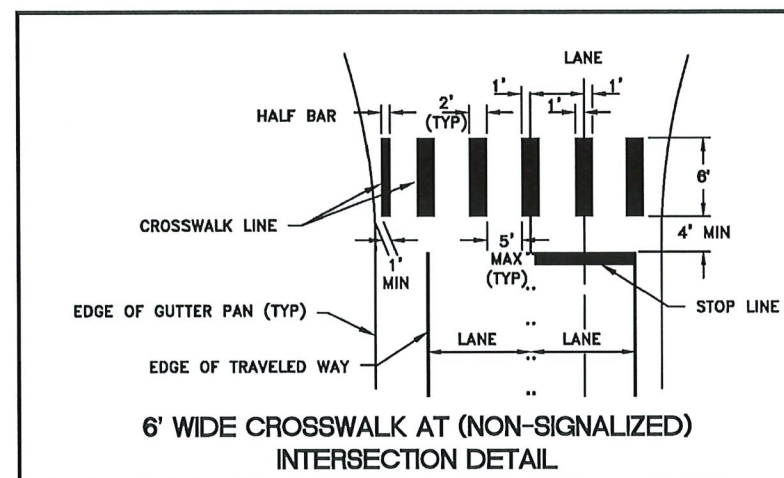
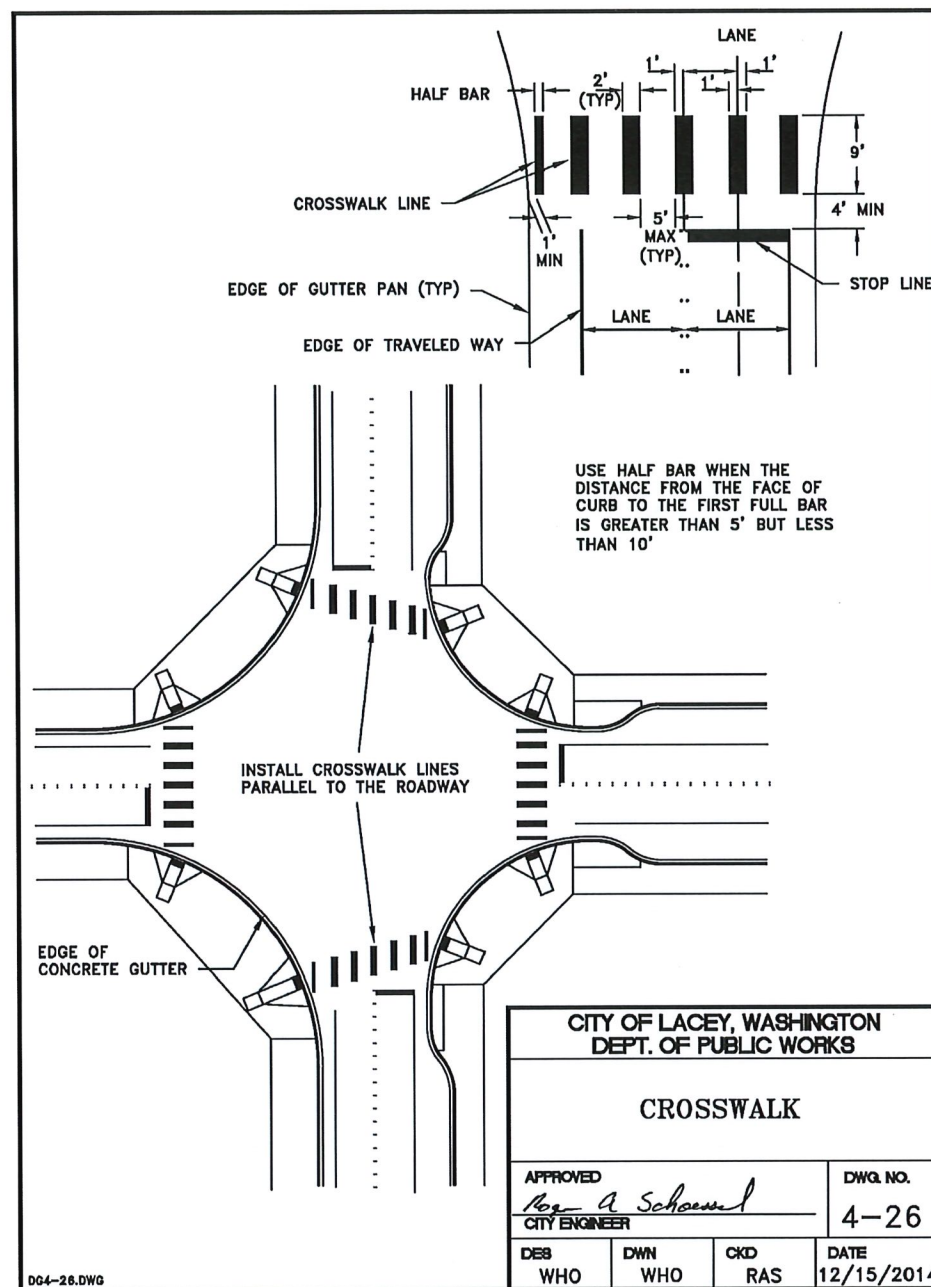
Revisions Date

PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

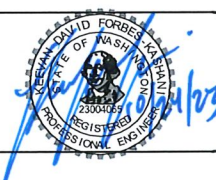
LACEY DET 1

Sheet
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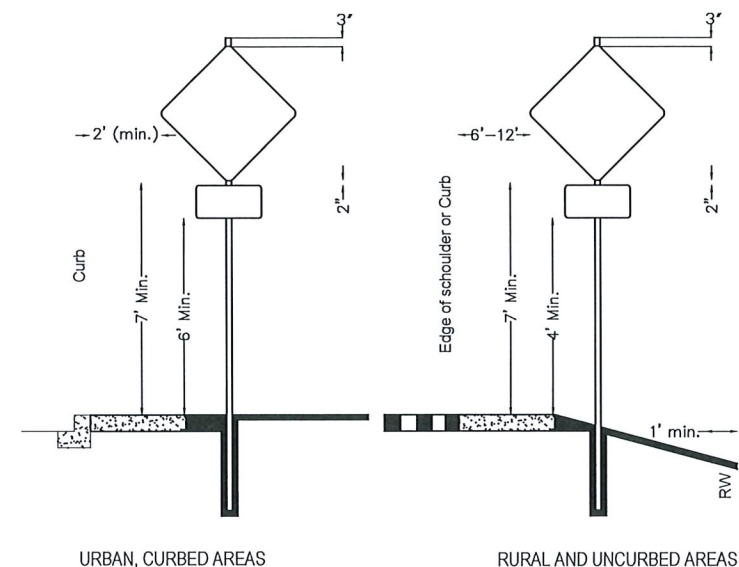
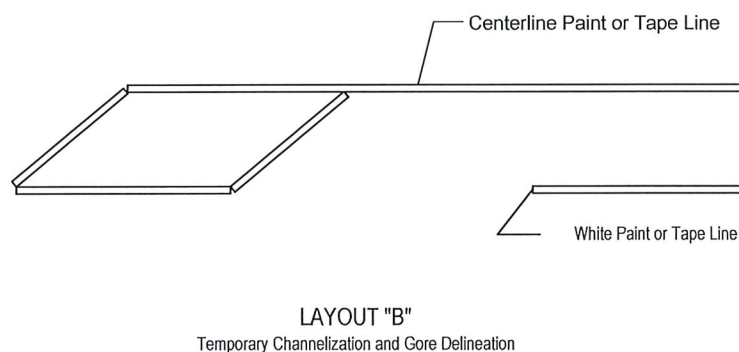
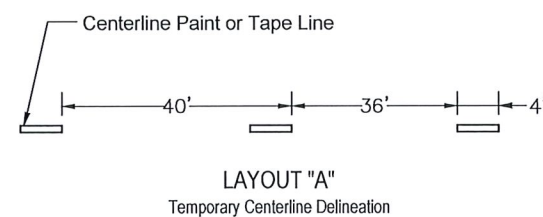
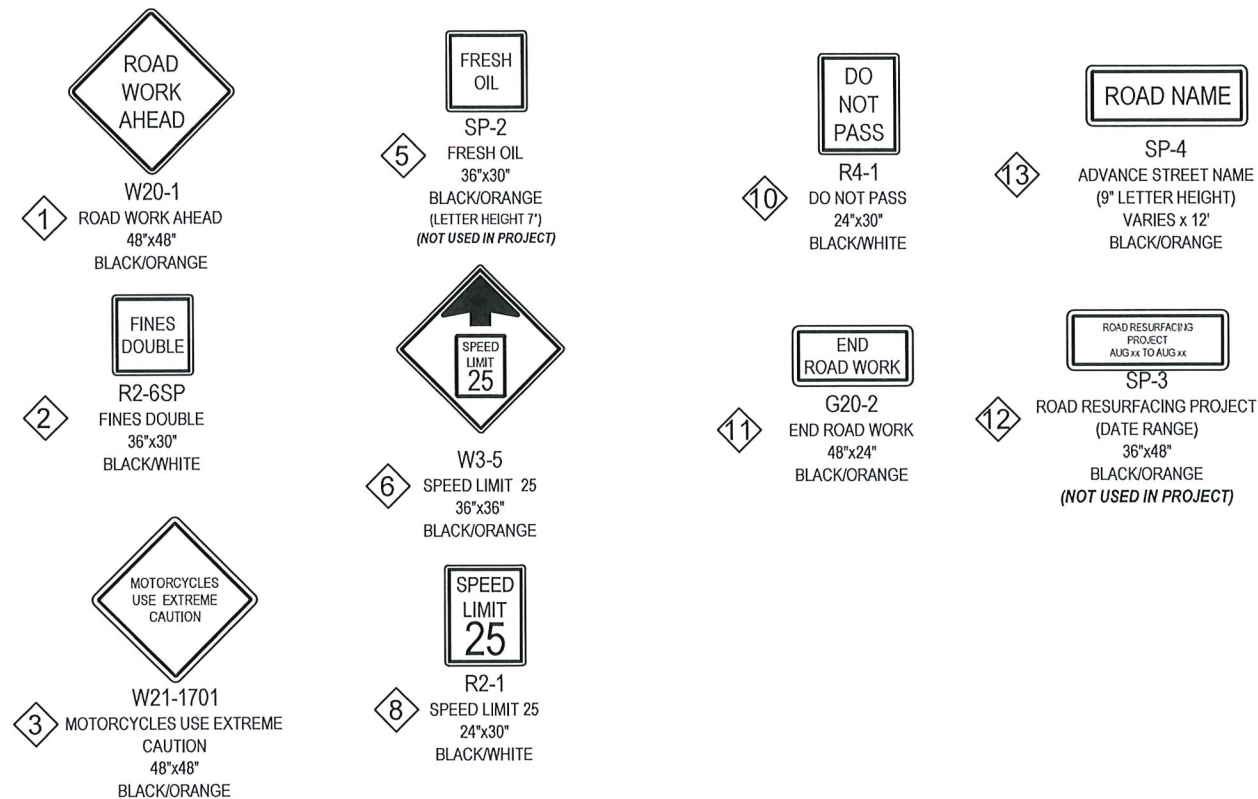
PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

LACEY DET 3

Sheet

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TEMPORARY SIGN PLACEMENT

CONSTRUCTION NOTES:

- All Signs are Class A unless otherwise noted
- All Signs shall have black legend on an orange background unless otherwise noted
- All Signs shall use Type 4 high intensity prismatic sheeting or higher
- Regulatory signs are not a substitute for work zone signing. Speed limit signs shall remain in place as long as the reduced speed condition applies
- Motorcycle warnings signs are required per Washington Administrative Code (WAC) 47.48
- Closing a road and restricting traffic shall conform to Revised Code of Washington (RCW) 47.48 and the Thurston County Road Standards.
- All signs shall be manufactured in accordance with the WSDOT Sign Fabrication Manual unless noted otherwise.
- Class A signs "25 mph" (R2-1), "Loose Gravel" (W8-7), shall be covered as per Standard Specification 8-21.3(3) when not applicable. When ordered by the Project Engineer signs must be covered within 24 hrs at no additional cost to the County and shall remain covered until Project Engineer determines it is no longer necessary.
- All sign designations or codes are from the WSDOT Sign Fabrication Manual and or the 2009 MUTCD
- The provided Traffic Control Plan sheets are intended as a guide for the general project sign types, order, minimum spacing and size requirements for Class A Construction Signs. It is up to the Contractors Traffic Control Supervisor to determine the actual layout and spacing of signs in the field appropriate for the existing conditions.
- Additional "Construction Signs Class A" may be required depending on the actual field conditions during the time of work. Additional signs shall be paid at the unit bid price up to 25% of the original bid quantity.
- The contractor is required to call in and obtain locates by calling 811 prior to installing Class A Construction Signs in accordance with RCW 19.122.

CONSTRUCTION NOTES (Cont.):

- All other project locations not specified in these plans for Class A Construction signs shall perform Traffic Control using Class B Construction signs per the appropriate WSDOT Standard Plans for Temporary Traffic Control.
- The Project Engineer may order all Contractor work stop at any time at no cost to the County if it is determined that traffic control devices are stolen, missing or improperly installed. Contractor work may not resume until the deficiencies are corrected to the satisfaction of the Project Engineer.
- If weather or other influences cause the Class B signs to be in place longer than three (3) days, approval must be requested from the Engineer in order to leave the signs in place until replacement with Class A.
- Class B signs shall be used by the Contractor in all situations that are not designated as Class A signs on the traffic control plans and where work can be completed within three (3) days weather permitting.
- When it is convenient for the Contractor to place a larger than required sign on the road, this is permissible however no additional payment will be made above the minimum size required for the road it is placed on. Please see the Traffic Control Plans for additional information.
- Upon removal of Construction Signs Class A, the post shall be removed. Any hole left in the ground is to be filled with soil or crushed rock and compacted to the surrounding/existing ground elevation within twenty (20) calendar days of substantial completion.
- It is anticipated that four (4) Portable Changeable Message Signs (PCMSs) will be required for this project. PCMSs shall be placed in locations determined by Contractor for a duration determined by the Engineer.
- If the work is not completed by the Contractor during the notification dates displayed on the PCMSs for any reasons other than unfavorable weather, the hours displaying an incorrect message will not be compensated by the Agency and will be at the expense of the Contractor.

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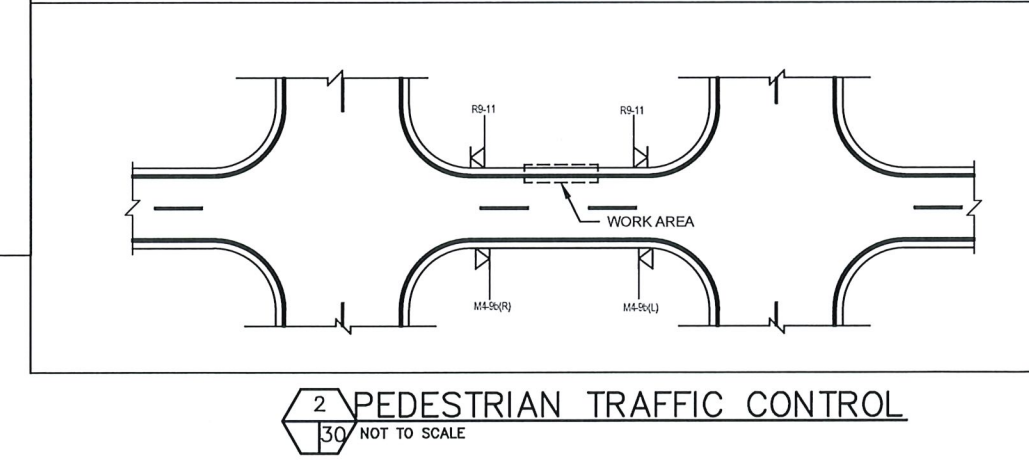
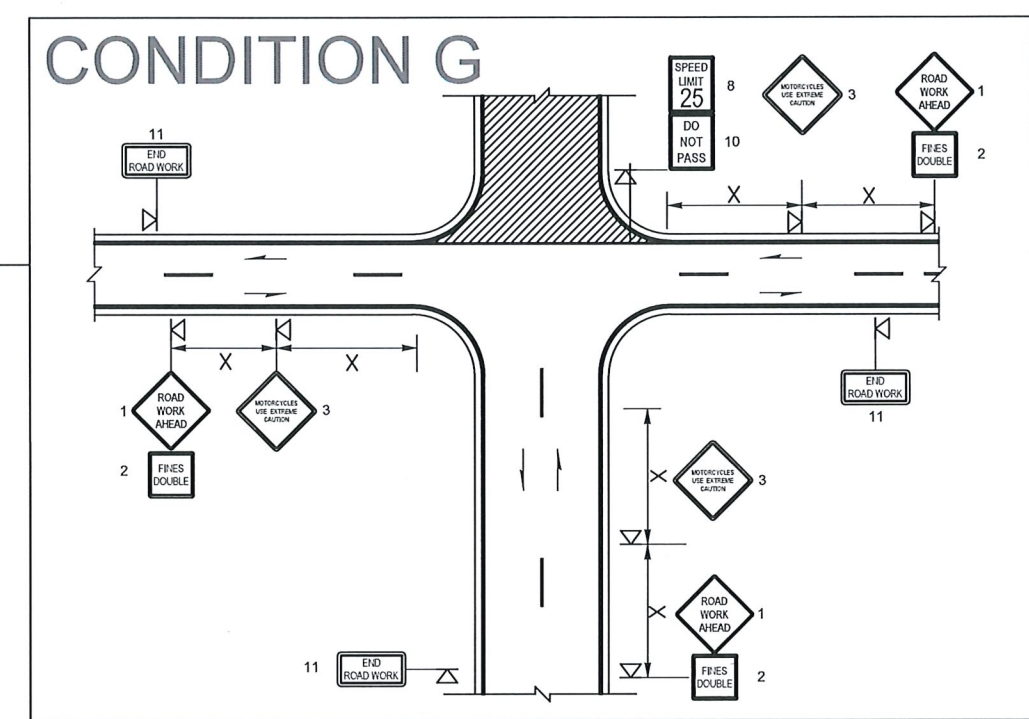
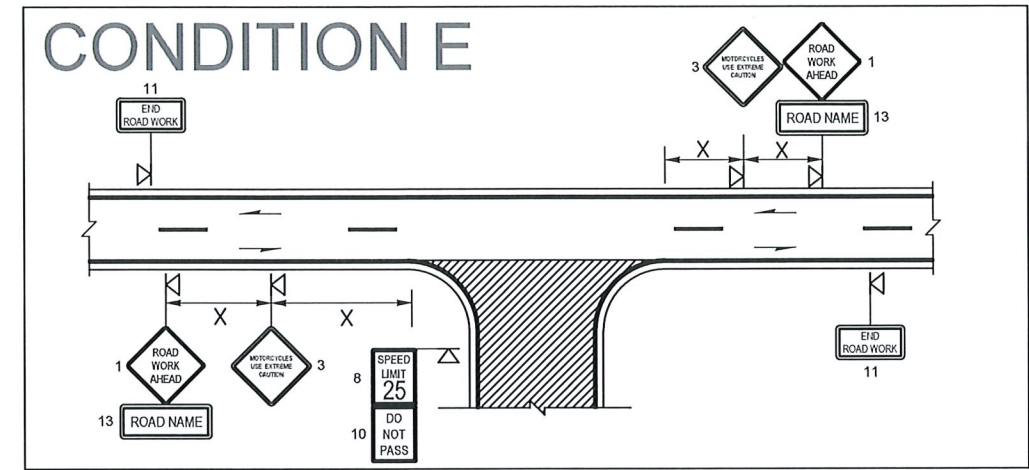
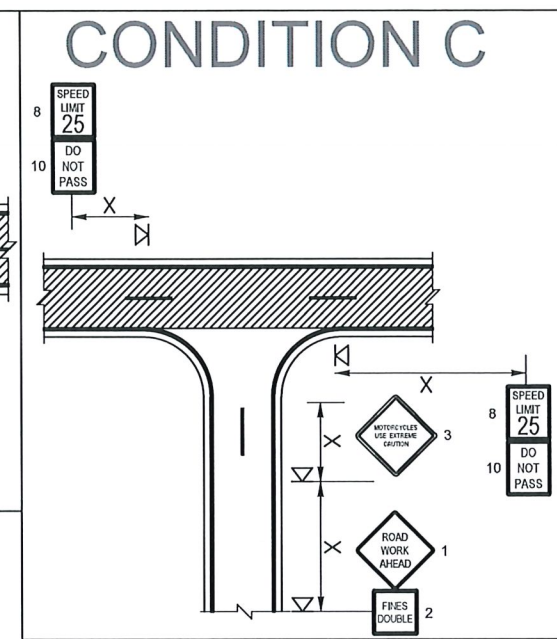
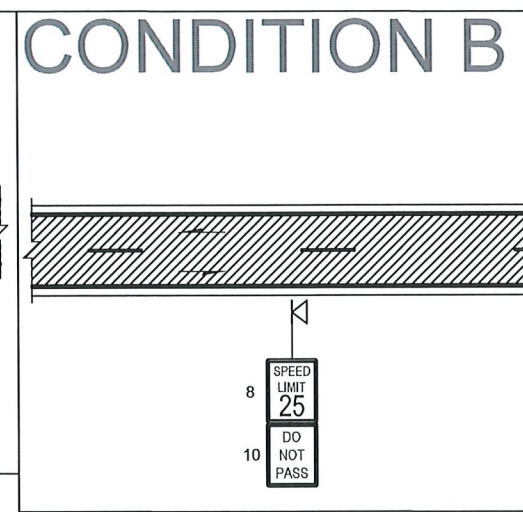
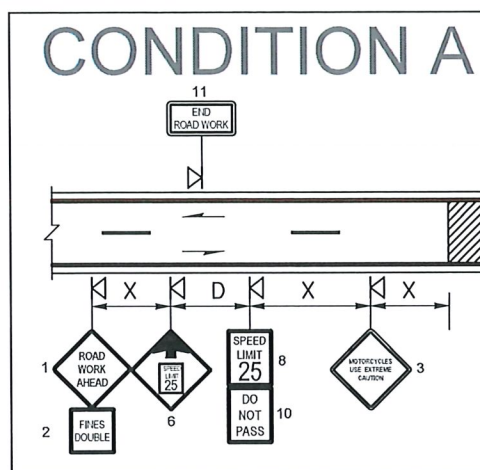
PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

TCP1

Sheet

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SIGN SPACING = X (1)

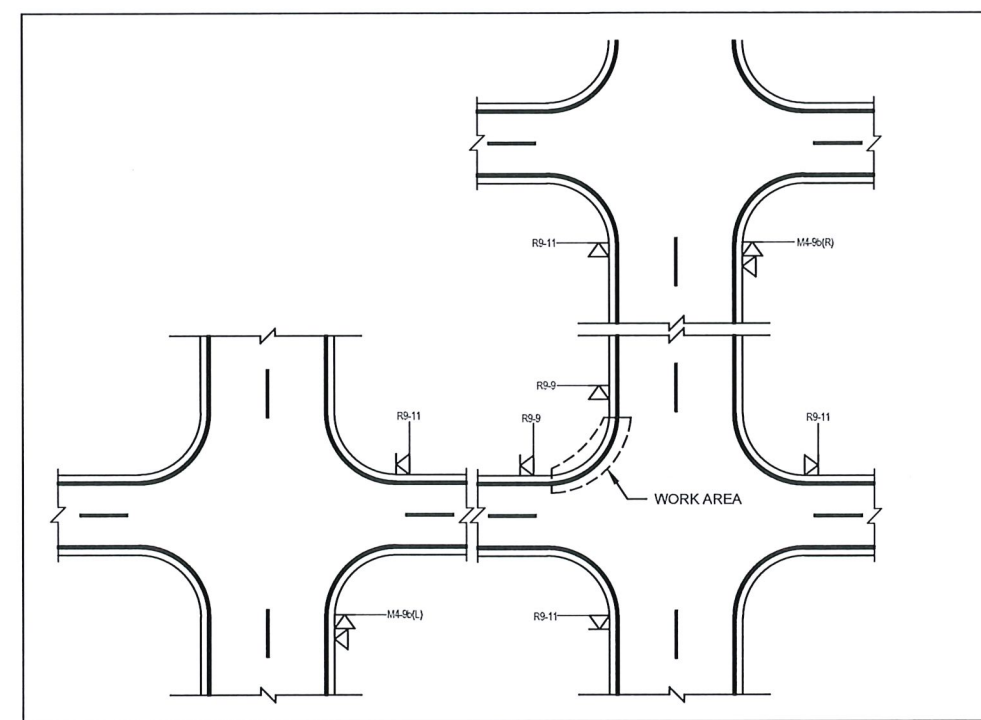
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE

- (1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE AT-GRADE INTERSECTIONS AND DRIVEWAYS.
- (2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

DECELERATION LENGTH = D (MIN.)

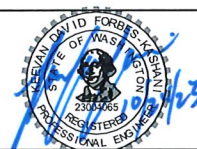
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65	425	400	350	275	175	
60	350	300	250	175		
55	275	225	175	100		
50	200	150	100			
45	125					



1 PEDESTRIAN TRAFFIC CONTROL
30 NOT TO SCALE

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TCP2

Sheet
30 of 33



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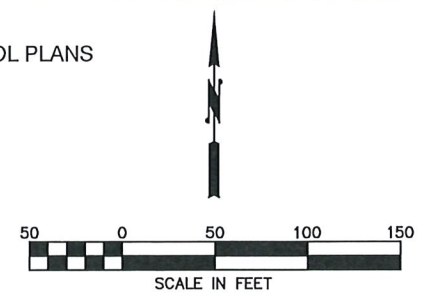
CEMENT CONCRETE CONSTRUCTION TRAFFIC CONTROL

- 1 SHOULDER CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 5. PEDESTRIAN TRAFFIC CONTROL PER DETAIL 2, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.
- 2 INTERSECTION LANE CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 15. PEDESTRIAN TRAFFIC CONTROL DETAIL 1, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.

PLANING, PAVING, AND CHANNELIZATION TRAFFIC CONTROL

	CONSTRUCTION AREA
	TRAFFIC CONTROL LOCATIONS
	TRAFFIC CONTROL SIGNAGE CONDITION

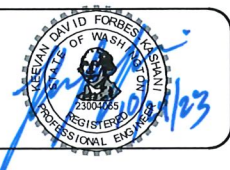
NOTE: PLANING, PAVING, AND CHANNELIZATION LANE CLOSURE AND FLAGGING SHALL FOLLOW WSDOT WORK ZONE TYPICAL TRAFFIC CONTROL PLANS



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NOTE: SEE TRAFFIC CONTROL CONDITIONS ON SHEET 30

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TCP3

Sheet
 31 of 33



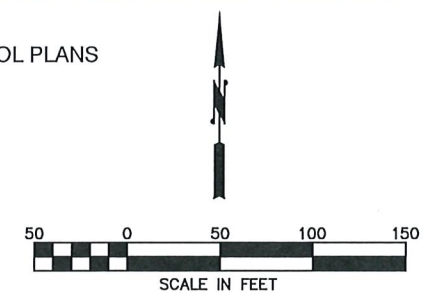
CEMENT CONCRETE CONSTRUCTION TRAFFIC CONTROL

- ① SHOULDER CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 5, PEDESTRIAN TRAFFIC CONTROL PER DETAIL 2, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.
- ② INTERSECTION LANE CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 15, PEDESTRIAN TRAFFIC CONTROL DETAIL 1, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.

PLANING, PAVING, AND CHANNELIZATION TRAFFIC CONTROL

- CONSTRUCTION AREA
- TRAFFIC CONTROL LOCATIONS
- TRAFFIC CONTROL SIGNAGE CONDITION

NOTE: PLANING, PAVING, AND CHANNELIZATION LANE CLOSURE AND FLAGGING SHALL FOLLOW WSDOT WORK ZONE TYPICAL TRAFFIC CONTROL PLANS



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NOTE: SEE TRAFFIC CONTROL CONDITIONS ON SHEET 30

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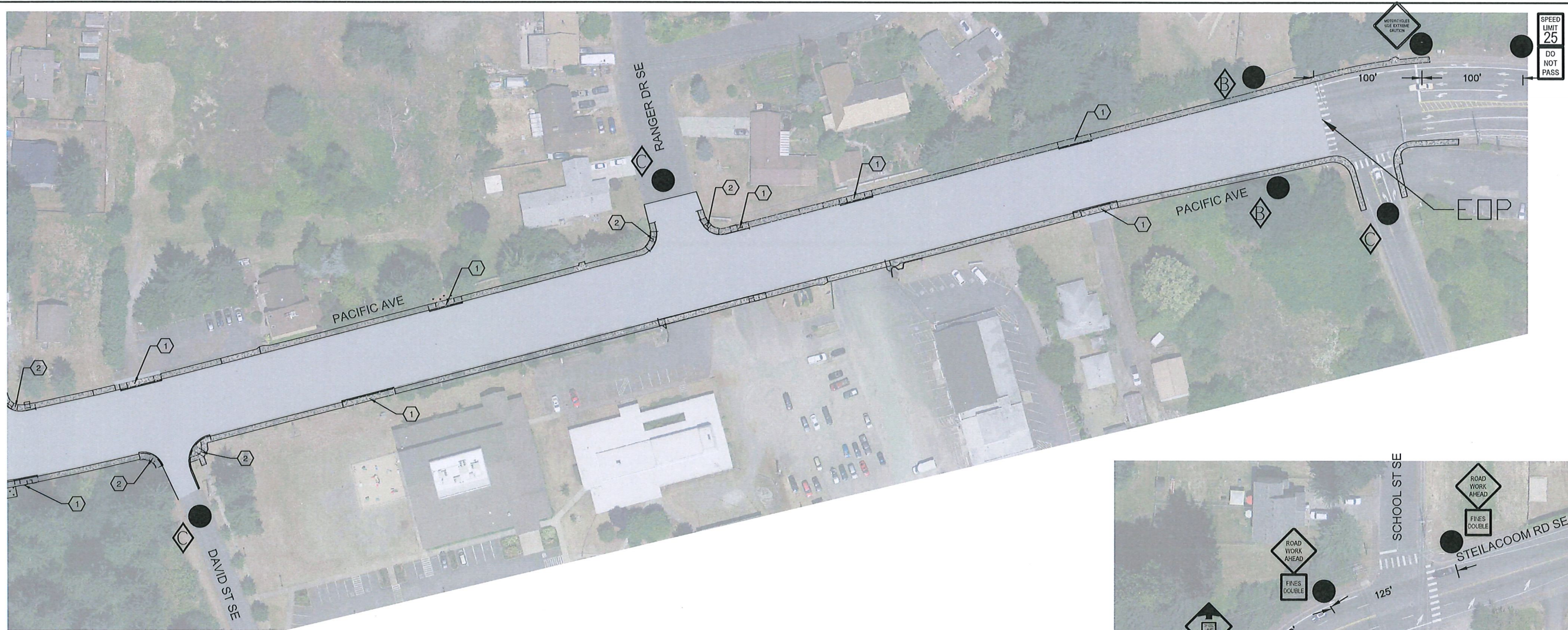
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PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

TCP4

Sheet
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CEMENT CONCRETE CONSTRUCTION TRAFFIC CONTROL

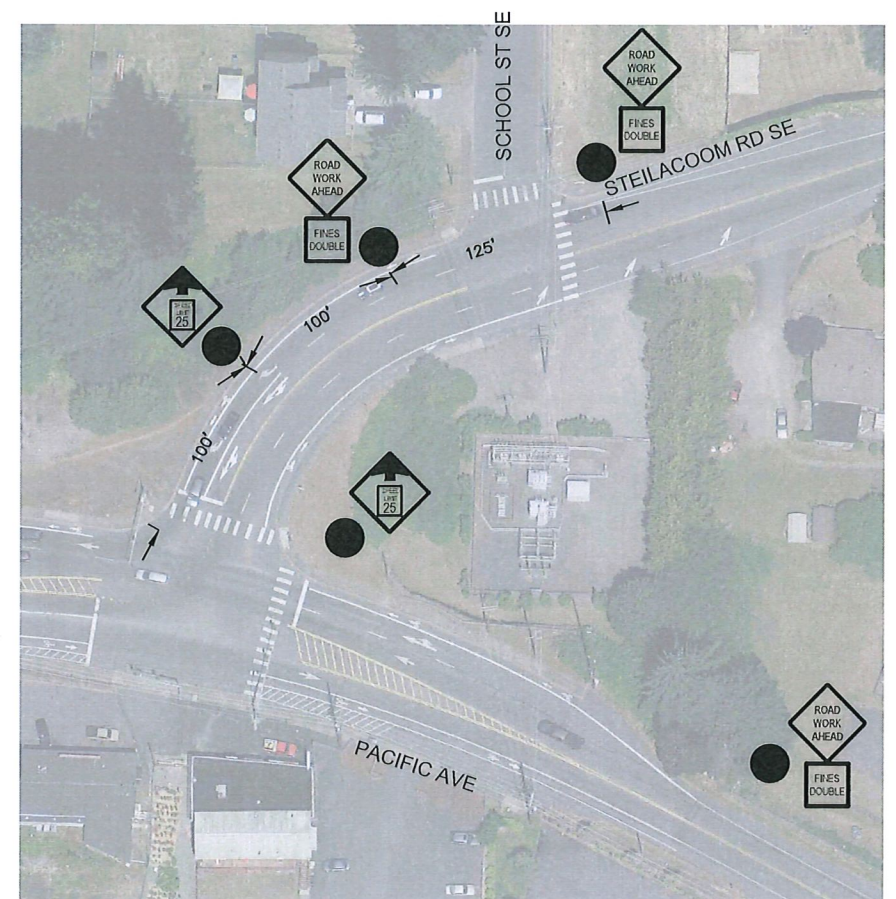
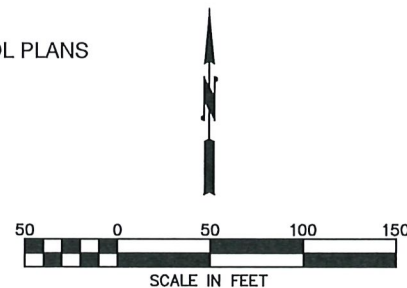
- 1 SHOULDER CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 5. PEDESTRIAN TRAFFIC CONTROL PER DETAIL 2, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.
- 2 INTERSECTION LANE CLOSURE PER WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 15. PEDESTRIAN TRAFFIC CONTROL DETAIL 1, SHEET 30, OR WSDOT WORK ZONE TRAFFIC CONTROL PLAN TC 16.

PLANING, PAVING, AND CHANNELIZATION TRAFFIC CONTROL

- CONSTRUCTION AREA
- TRAFFIC CONTROL LOCATIONS
- TRAFFIC CONTROL SIGNAGE CONDITION

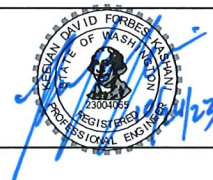
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NOTE: SEE TRAFFIC CONTROL CONDITIONS ON SHEET 30



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Revisions	Date

PACIFIC PAVEMENT PRESERVATION

CP No. 98408 FA No. NHPP-5282(007)

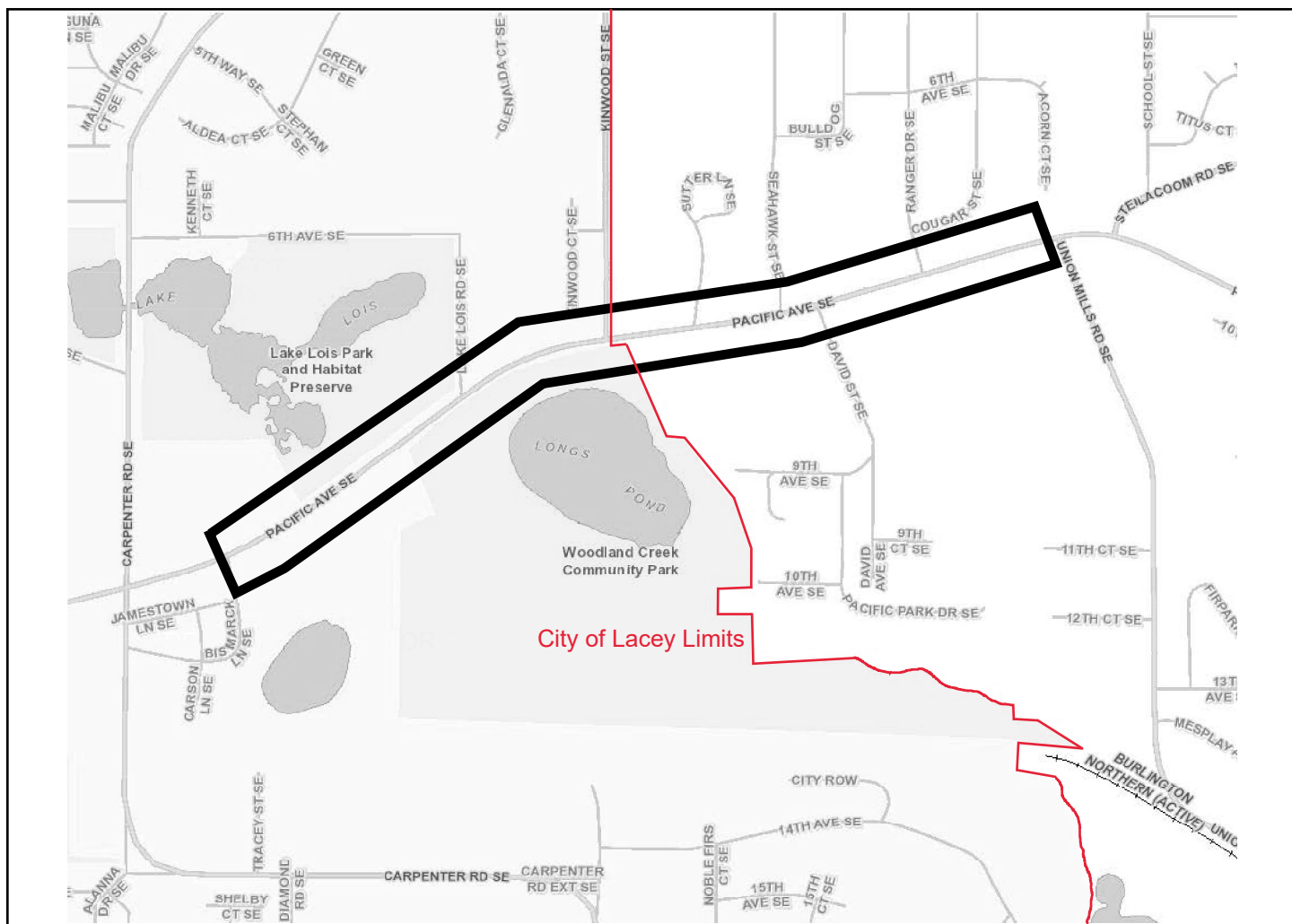
TCP5

Sheet

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T.18 N. R.1 W. SEC.22,15



VICINITY MAP

PACIFIC AVE PAVEMENT PRESERVATION

CP# 98408



CITY COUNCIL MEETING December 7, 2023

SUBJECT: Interlocal Agreement with Thurston County for the Marvin Road Reconstruction Project

RECOMMENDATION: Motion: Authorize the City Manager to sign the Interlocal Agreement with Thurston County for the Marvin Road Reconstruction Project.

STAFF CONTACT: Rick Walk, City Manager *RW*
Scott Egger, Public Works Director *SE*
Peter Brooks, Water Resources Manager *PCB*
Teri O'Neal, Senior Utility Engineer *TSO*
Ryan Jewell, Utility Engineer *RJ*

ORIGINATED BY: Public Works Department

ATTACHMENTS: 1. Interlocal Agreement with Exhibits A-C
2. Project Vicinity Map

FISCAL NOTE: No budget amendment required. The total City contribution to this construction contract is estimated at \$1,680,000. It is not anticipated that any additional funds will be needed unless bids are higher than expected or a change order is needed. Council approved the 2023 Water and Wastewater Capital Funds as part of the 2023 Budget. The Marvin Road Water Relocation and Marvin Road Sewer Relocation projects are listed as Water and Wastewater Capital Funds projects.

WORK PLAN GOAL AND STRATEGY: Quality Transportation & Infrastructure

PRIOR REVIEW: Public Works stakeholders and the City Attorney have reviewed the ILA.

BACKGROUND:

The City has partnered with Thurston County on the Marvin Road Intersection Improvements project, with the County as the lead agency. The project location is Marvin Road, from the 22nd Ave SE to Union Mills Road (Attachment 2). This project includes

reconstructing Marvin Road, improving the intersection of Marvin Road and 19th Avenue to a roundabout, relocating utilities in Marvin Road, 19th Avenue, and Union Mills Road, and upsizing the S.T.E.P main in Union Mills Road. The total City contribution for this contract is an estimated \$1,680,000.00. The entirety of this contribution will be used for utility relocation. The County will completely fund the roadway improvements. The City contributions have been planned and budgeted and this interlocal agreement finalizes the partnership. To maintain grant funding, the County must bid this project by the end of 2023. Construction is anticipated to begin in early 2024.

NEXT STEPS:

- Option 1:** Approve a motion to authorize the City Manager to sign the Interlocal Agreement Between the City of Lacey and Thurston County for the Marvin Road SE Reconstruction Project, This option is recommended by staff.
- Option 2:** Modify and then approve the City Manager signing the Interlocal Agreement. Doing so will require approval by Thurston County and would result in delay and possibly jeopardize grant funding for the project.
- Option 3:** Do not approve the City Manager signing the Interlocal Agreement. Doing so will cause the funding for the project to be put in jeopardy.

AGREEMENT TO PERFORM GOVERNMENTAL ACTIVITIES
Between
THURSTON COUNTY
And
CITY OF LACEY

THIS AGREEMENT is entered into in duplicate originals between Thurston County, hereinafter “County,” and the City of Lacey, hereinafter “City.”

WHEREAS, the County is planning a road project entitled Marvin Rd Upgrade Phase 1 (22nd Ave to Union Mills Rd), CP# 61478, hereinafter “County Project;” and

WHEREAS, within the limits of the County Project, the City desires the County to include certain utility work, including water and sewer main installation and other associated appurtenances, hereinafter “Utility Work”; and

WHEREAS, the Utility Work shall include all materials, equipment, labor administration and any other efforts required to perform the construction of the Utility Work; and

WHEREAS, the City is solely responsible for all costs associated with the Utility Work; and

WHEREAS, the County and the City have negotiated the Scope of Work and Cost Estimate for the Utility Work to be included in the County Project as set forth in this Agreement; and

WHEREAS, it is to the mutual advantage of the County and the City to cooperate in the County Project, as described herein, in order to make the most efficient use of their powers to provide services and facilities needed by the citizens residing within their respective jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental activity that each public agency is authorized by law to perform; and

WHEREAS, it is deemed to be in the best public interest for the County to include the items of Utility Work in the County’s Project;

NOW, THEREFORE, pursuant to chapter 39.34 RCW and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof,

IT IS MUTUALLY AGREED BY THE COUNTY AND THE CITY AS FOLLOWS:

1. PLANS AND SPECIFICATIONS

- 1.1. The County, through its selected contractor, agrees to perform the Utility Work, in accordance with the Scope of Work set out in Exhibit A, Cost Estimate set out in Exhibit B, and Plans and Specifications set out in Exhibit C, all of which are attached hereto and by this reference incorporated into this Agreement.
- 1.2. The Plans and Specifications for the Utility Work have been prepared by the City and reviewed and approved by the City and stamped by the City. The County will incorporate these Plans and Specifications in the County Project.

2. CONSTRUCTION, INSPECTION, AND WORK ACCEPTANCE

- 2.1. The County shall require its contractor to construct the Utility Work in accordance with the City approved and City stamped Work Plans and Specifications.
- 2.2. The City shall furnish an inspector for the Utility Work. The inspector shall be available during the entire construction phase of the Utility Work. Any costs for such inspections shall be borne solely by the City. The City agrees to follow the inspection process as provided in Exhibit A.
- 2.3. The County shall promptly notify the City in writing when the Utility Work is started and completed.
- 2.4. The City shall, within ninety (90) calendar days of being notified that the Utility Work is completed: (a) deliver a letter of acceptance to the County which shall include a release and waiver of all future claims or demands, of any nature, resulting from the County's performance of the Utility Work under this Agreement, or (b) deliver to the County written notification, listing all reasons for withholding acceptance.
- 2.5. If the City does not respond within ninety (90) calendar days, the Utility Work will be deemed accepted by the City, and the County shall be released from all future claims and demands resulting from its performance of the Utility Work under this Agreement.
- 2.6. The City and the County will respond in writing within five (5) business days to each other's written inquiries and requests, unless otherwise specified in Exhibit A.

3. COST LIABILITY AND PAYMENT

- 3.1. The City agrees that it shall be responsible for the actual direct and related indirect costs, including contract administration and overhead costs, associated with the Utility Work. The Cost Estimate for the Utility Work is \$1,693,636.50, as provided in Exhibit B. The County and the City agree to comply with all federal, state and local laws, ordinances, regulations, and rules applicable to the tasks to be performed under this Agreement.
- 3.2. The City agrees that the Cost Estimate is an estimate only and summarizes the anticipated costs for both the County and the contractor and may not be sufficient to complete the Utility Work.

- 3.3. The City agrees that it is responsible for the bid price for the Utility Work, including, but not limited to, any increased costs resulting from differing site conditions, delays, inaccurate utility location information, and other circumstances beyond the control of either the County or the Contractor. If the Contractor has a right to additional compensation under the contract as it relates to the Utility Work, the City is responsible for payment of the additional compensation.
- 3.4. The City shall be responsible for any damages incurred or costs incurred by the County resulting from Project delay claims by the Contractor due to issues pertaining to the Utility Work.
- 3.5. The City, in consideration of the faithful performance of the Utility Work to be done, agrees to pay the County the bid price for the Utility Work, including any change orders and any increased costs as provided in section 3.3. The County shall invoice the City on a monthly basis and provide supporting documentation therefore, and the City agrees to make payment to the County within thirty (30) days of receipt of an invoice. The Parties agree that any payment will not constitute agreement as to the appropriateness of any item and that, at the time of final invoice, the Parties will resolve any discrepancies.
- 3.6. Should the City fail to make payment according to the terms of this Agreement, the County shall have right to terminate this Agreement, charging the City for all associated costs of termination, including non-cancellable items, as well as associated Project delay and contractor claims.

4. FRANCHISE

- 4.1. The City shall apply for and work in good faith to execute a franchise, in accordance with chapter 36.55 RCW, to use County right-of-way for City water and sewer facilities.

5. RIGHT OF ENTRY; OWNERSHIP, OPERATION, MAINTENANCE AND REPAIR

- 5.1. The City hereby grants to the County and its Contractor a right of entry upon all land in which the City has an interest for the purposes of performing the Utility Work.
- 5.2. Upon physical completion of the County Project, all ownership, operation, maintenance, and repair of the City's facilities (water and sewer improvements) shall be the sole responsibility of the City at the sole cost of the City and without expense to the County.
- 5.3. The County shall ensure the City has access to the Utility Work during construction.

6. RELATIONSHIP OF THE PARTIES

- 6.1. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This agreement is for the benefit of the Parties, and no third party beneficiary relationship is intended unless specifically set forth herein. No separate legal entity is created by this Agreement. No joint organization is created. No common budget is to be established. No personal or real property is to be jointly acquired or held.

7. DURATION

- 7.1. This Agreement shall commence upon its date of execution and shall continue until the County Project is completed and the Utility Work is completed and accepted, unless terminated sooner by the City or the County.

8. INDEMNIFICATION AND HOLD HARMLESS

- 8.1. The City and the County shall indemnify and hold harmless one another and their officers, officials, and employees from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages (both to persons and/or property), or costs, of whatsoever kind or nature, brought against the one Party arising out of, in connection with, or incident to the other Party's performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the City and (b) the County, their officers, officials, and/or employees, or involves those actions covered by RCW 4.24.115, this indemnity and hold harmless provision shall be valid and enforceable only to the extent of the negligence of the City or the County; and provided further, that nothing herein shall require the City or the County to hold harmless or defend the other or its officers, officials, and/or employees from any claims arising from that Party's sole negligence or that of its officers, officials, and/or employees. The terms of this section shall survive the termination of this Agreement and completion of the Utility Work. This indemnification and hold harmless provision only applies to third party claims.

9. GENERAL PROVISIONS

- 9.1. Dispute Resolution: Should disputes arise between the County and the City, the County Engineer and the City Engineer shall meet to resolve said disputes. This dispute resolution clause is not intended to waive any right either Party may have to pursue redress in the courts.
- 9.2. Governance: This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington. The provisions of this Agreement shall be construed to conform to those laws, and shall be governed by those laws as to interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington. Each Party shall be responsible for its own attorneys' fees and costs.
- 9.3. Termination: This Agreement may be terminated upon sixty (60) days written notice given by either the City or the County. If this Agreement is so terminated prior to the fulfillment of the terms stated herein, the County shall be reimbursed for all actual direct and related indirect expenses and costs, including construction engineering, contract administration and overhead costs incurred up to the date of termination, as well as the cost of non-cancellable obligations and/or contractor claims relating to the termination of the Utility Work incurred by the County or its contractor.
- 9.4. Records and Audit: During the progress of the Utility Work and for a period of not less than seven (7) years from the date of final payment, both Parties shall maintain the records and accounts pertaining to the Utility Work and shall make them available for inspection and audit by the other

Party and/or funding agencies, and copies of all records, accounts, documents or other data pertaining to the Utility Work will be furnished upon request. If any litigation, claim or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim or audit continues past the seven-year retention period.

- 9.5. Amendment: This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless put in writing and signed by persons authorized to bind each of the Parties.
- 9.6. Waiver: A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party.
- 9.7. Severability: If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
- 9.8. Entire Agreement: This Agreement, together with those documents incorporated herein by reference, sets forth all terms and conditions agreed upon by the City and the County and supersede any prior agreements oral or otherwise with respect to the subject matter addressed herein.
- 9.9. Recording: Prior to its entry into force, this Agreement shall be filed in accordance with RCW 39.34.040.
- 9.10. Notice: Any notice required under this Agreement shall be to the Party at the address listed below and shall become effective three (3) days following the date of deposit in the United States Postal Service:

CITY OF LACEY
Attention: City Engineer
420 College St SE
Lacey, WA 98503

THURSTON COUNTY
Attention: County Engineer
9605 Tilley Rd Suite C
Olympia, WA 98512

- 9.11. Preamble: The preamble to this Agreement is not a mere recital of facts, but consists of binding and agreed upon statements that form the basis of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date of the last authorizing signature below.

Board of County Commissioners
Thurston County, Washington

City of Lacey

Chair

City Manager

Vice-Chair

Date: _____

Commissioner

Commissioner

Commissioner

Date: _____

ATTEST:

ATTEST:

Clerk of the Board

Clerk of City of Lacey

Approved as to Form:

Approved as to form:

JON TUNHEIM
PROSECUTING ATTORNEY

By: _____
Deputy Prosecuting Attorney

By: _____
City Attorney

EXHIBIT A – SCOPE OF WORK

CITY UTILITY WORK

The Utility Work shall consist of the water and sewer work shown and detailed in the project plans and specifications. Work includes installation of new water and sewer mains, laterals and services as well as abandonment of portions of existing mains, laterals and services.

CITY RESPONSIBILITIES

1. Any direction the City wishes to give the Contractor shall be relayed only to the County Project Manager or County Inspector. The County will consult with the City to determine the appropriate action to be taken with the Contractor.
2. The City will have an inspector available at all times during the construction of the Utility Work, and the County will consult with the inspector on said Work. The City Inspector will be provided an opportunity to review the County Inspector's Individual Daily Report form on a daily basis. The City's Inspector will be given the opportunity to provide additional written comments. The City will provide the County with the opportunity to examine and provide additional written comments on City's inspection documentation. The City will apprise the County Inspector of any issue involving the Utility Work upon the City becoming aware of the issue.
3. The City Inspector will work with the County Inspector to develop weekly quantity calculations for Utility Work that will be used to calculate the monthly pay estimate to generate the monthly payment to the Contractor.
4. The City agrees that it shall be responsible for all costs associated with Utility Work:
 - A. Trench restoration for water and sewer construction including, but not limited to, pipe bedding, trench backfill, excavation, and necessary road reconstruction up to and including the asphalt leveling course of the road, and all other work necessary for a complete installation, including traffic control.
 - B. Permanent hot mix asphalt trench patch and/or temporary asphalt and its maintenance for temporary roads or temporary trench patches to keep traffic flowing through the work zone due to the Utility Work and relocations of new and/or existing water and sewer utilities for the final road improvements.
 - C. All costs for materials and compaction testing and acceptance attributable to the installation of the Utility Work together with all trench compaction and materials testing.
5. The City shall work with the County on the Utility Work to establish dates of "substantial completion," "physical completion," and "completion date" as defined in the County Road Project contract documents.
6. The City shall prepare punch list items for all walk throughs in a timely manner.
7. The City shall provide a direct contact for responding to citizens' questions and requests for information that is related to the Utility Work.

COUNTY RESPONSIBILITIES

1. The County will seek instruction from the City Inspector on any questions the Contractor or County may have on the Utility Work. The County will apprise the City Inspector of any issue involving the Utility Work upon the County becoming aware of the issue.
2. The County will prepare a single bid packet for the County Road Project that includes the Utility Work and will be responsible for bidding and award of the County Road Project.
3. The County will submit the County Road Project Plans, Specifications, and the cost Estimate to the City for review and approval prior to finalizing the bid documents.
4. The County will enter into a contract with a contractor for construction of the County Road Project that includes the Utility Work and will administer the contract with the contractor.
5. The County will invite the City to all construction meetings and to all substantial completion and final completion walk throughs. The County will incorporate City punch list comments in an overall County Road Project punch list, as appropriate for each schedule of the County Road Project.
6. The County Inspector will give copies of the Individual Daily Reports and weekly quantity calculations for the Utility Work to the City Inspector.
7. The County will include in the bid documents an item for a one-year warranty covering materials and workmanship for the Utility Work.
8. The County will include in the bid documents that the Contractor will be responsible for obtaining all applicable permits.
9. The County shall keep construction red line drawings for the Utility Work and provide them to the City for record drawing creation. All costs associated with work provided by the County for creation of record drawings shall be paid by the City.

GENERAL PROVISIONS APPLICABLE TO BOTH CITY AND COUNTY

1. Change Orders

The County will advise the City of any proposed change order to the Utility Work soon as possible and will provide the City with an opportunity to review and approve the change order as provided below. The City and County recognize two types of change orders: (A) Required and (B) Elective.

A. *Required* change orders involve such changes in the work, work methods, working days, or quantities necessary to satisfactorily complete the scope of the advertised Project. All other change orders shall be considered elective. The County reserves the right to direct the Contractor prior to City approval of a required change order when, in the opinion of the County, direction is needed to address an emergency, there is a safety issue, or when the failure to make an immediate decision will result in undue added contract costs. Required change orders shall require the prior written approval of the City before execution unless one or more of the

conditions listed above apply. In such cases, written concurrence from the City may be obtained after execution.

B. *Elective* change orders are anything other than required change orders that impact City costs and/or Utility Work. Elective change orders shall require the prior written approval of the City before execution.

2. Progress Reports, Pay Estimates, and Invoicing

A. Monthly Progress Updates. The County will provide the City with three week look ahead updates to the construction schedule.

B. Monthly Pay Estimates/Review. The County will prepare a monthly Pay Estimate and will provide a copy to the City Inspector for review. For Utility Work, the Pay Estimate will be broken into separate schedules for sewer and for water, with unit bid items. The Pay Estimate will show the estimated material quantities and the actual material quantities. The City will have five (5) business days to review the Pay Estimate before the County processes it. If the City and/or Contractor have issues with the City's portion of the Pay Estimate, the County will facilitate a discussion. Any dispute shall be resolved according to the Dispute Resolution provision.

C. Monthly Invoicing. The County shall invoice the City on a monthly basis and provide supporting documentation. Supporting documentation shall include a breakdown of City costs, County costs to be reimbursed by the City, and costs reimbursable through the Transportation Improvement Board (TIB). The City agrees to make payment to the County within thirty (30) calendar days of receipt of an approved invoice.

EXHIBIT B - COST ESTIMATE

CITY OF LACEY Marvin Road Utility Relocation 2023



Project Construction Estimate

Lacey Contract Number: PW 2023-24

Prepared By: Ryan Jewell

Federal Aid Project Number:

Engineer: Ryan Jewell

WSDOT Contract Number:

Bid Date: 12/12/2023

TIB Contract Number:

B Sewer

Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
35000	MC	104-010	Minor Change	\$1.00	\$35,000.00
1	LS	105-010	Record Drawing	\$2,500.00	\$2,500.00
1	LS	109-010	Mobilization	\$50,000.00	\$50,000.00
1	LS	110-010	Project Temporary Traffic Control	\$37,500.00	\$37,500.00
750	HR	110-040	Flaggers	\$72.00	\$54,000.00
1440	HR	110-070	Portable Changeable Message Sign	\$4.50	\$6,480.00
1	LS	202-510	Removal of Structures and Obstructions	\$30,000.00	\$30,000.00
1	LS	205-510	Trench Safety System	\$7,500.00	\$7,500.00
37	CY	209-080	Controlled Density Fill	\$215.00	\$7,955.00
1	FA	214-506	Dewatering	\$15,000.00	\$15,000.00
171	TN	404-010	Crushed Surfacing Base Course	\$65.00	\$11,115.00
43	TN	404-020	Crushed Surfacing Top Course	\$65.00	\$2,795.00
38	TN	504-011	HMA Cl. 1/2" PG 58H-22	\$450.00	\$17,100.00
86	TN	504-110	Commercial HMA	\$275.00	\$23,650.00
1	EA	705-960	Low Point Drain 60-Inch Diam	\$15,000.00	\$15,000.00
707	TN	708-610	Bank Run Gravel for Trench Backfill	\$25.00	\$17,675.00
386	TN	708-620	Imported Pipe Bedding	\$25.00	\$9,650.00
20	HR	708-810	Utility Potholing	\$250.00	\$5,000.00
100	LF	708-918	18 Inch Pipe Encasement	\$250.00	\$25,000.00
3	EA	709-960	Pipe Abandonment	\$3,500.00	\$10,500.00
4	EA	712-910	Adjust Valve Box	\$550.00	\$2,200.00
1	EA	717-660	2 Inch Air and Vacuum Release Valve - Sewer	\$3,500.00	\$3,500.00
5	LF	717-702	2 Inch Diameter Force Main Sewer Pipe	\$250.00	\$1,250.00
22	LF	717-704	4 Inch Diameter Force Main Sewer Pipe	\$300.00	\$6,600.00
169	LF	717-708	8 Inch Diameter Force Main Sewer Pipe	\$175.00	\$29,575.00
1135	LF	717-710	10 Inch Diameter Force Main Sewer Pipe	\$250.00	\$283,750.00
1	EA	717-750	Pig Launch Port Assembly	\$8,500.00	\$8,500.00

Lacey Contract Number: PW 2023-24

Prepared By: Ryan Jewell

Federal Aid Project Number:

Engineer: Ryan Jewell

WSDOT Contract Number:

Bid Date: 12/12/2023

TIB Contract Number:

1	EA	717-804	4 Inch Plug Valve	\$3,000.00	\$3,000.00
11	EA	717-810	10 Inch Plug Valve	\$3,500.00	\$38,500.00
1	EA	717-852	Side Sewer Connections - Force Main	\$3,500.00	\$3,500.00
2	EA	717-856	Side Sewer Stub - Force Main	\$5,000.00	\$10,000.00
1	EA	717-862	2 Inch Ball Valve	\$500.00	\$500.00
5	EA	717-960	Connect to Existing Sanitary Sewer Force Main	\$5,000.00	\$25,000.00
1	LS	723-510	Bypass Pumping	\$50,000.00	\$50,000.00
1	LS	801-680	Erosion/Water Pollution Control	\$2,500.00	\$2,500.00
1	LS	805-510	Lawn and Landscape Restoration	\$5,000.00	\$5,000.00
4	SY	814-510	Cement Conc. Sidewalk	\$350.00	\$1,400.00
1	LS	850-792	Project Closeout	\$2,500.00	\$2,500.00
				Schedule B Subtotal:	\$860,695.00
				Schedule B Tax Rate (%) : 9.50 Tax:	\$81,766.03
				Schedule B Total:	\$942,461.03

Lacey Contract Number: PW 2023-24

Prepared By: Ryan Jewell

Federal Aid Project Number:

Engineer: Ryan Jewell

WSDOT Contract Number:

Bid Date: 12/12/2023

TIB Contract Number:

C Water

Quantity	Unit	Item ID	Item Description	Unit Price	Extended Price
35000	MC	104-010	Minor Change	\$1.00	\$35,000.00
1	LS	105-010	Record Drawing	\$2,500.00	\$2,500.00
1	LS	109-010	Mobilization	\$50,000.00	\$50,000.00
1	LS	110-010	Project Temporary Traffic Control	\$37,500.00	\$37,500.00
750	HR	110-040	Flaggers	\$72.00	\$54,000.00
1440	HR	110-070	Portable Changeable Message Sign	\$4.50	\$6,480.00
1	LS	202-510	Removal of Structures and Obstructions	\$30,000.00	\$30,000.00
1	LS	205-510	Trench Safety System	\$7,500.00	\$7,500.00
1	FA	214-506	Dewatering	\$15,000.00	\$15,000.00
88	TN	404-010	Crushed Surfacing Base Course	\$65.00	\$5,720.00
22	TN	404-020	Crushed Surfacing Top Course	\$65.00	\$1,430.00
46	TN	504-110	Commercial HMA	\$275.00	\$12,650.00
1	EA	705-405	Adjust Manhole	\$1,250.00	\$1,250.00
253	TN	708-610	Bank Run Gravel for Trench Backfill	\$25.00	\$6,325.00
242	TN	708-620	Imported Pipe Bedding	\$25.00	\$6,050.00
20	HR	708-810	Utility Potholing	\$250.00	\$5,000.00
100	LF	708-924	24 Inch Pipe Encasement	\$500.00	\$50,000.00
35	LF	709-507	6 Inch D.I. Water Main	\$250.00	\$8,750.00
178	LF	709-509	8 Inch D.I. Water Main	\$350.00	\$62,300.00
278	LF	709-512	12 Inch D.I. Water Main	\$650.00	\$180,700.00
8	EA	709-950	Connect to Existing Water Main	\$4,500.00	\$36,000.00
3	EA	709-960	Pipe Abandonment	\$2,500.00	\$7,500.00
2	EA	712-512	12 Inch Gate Valve	\$5,000.00	\$10,000.00
2	EA	712-556	6 Inch Tapping Valve with Tapping Sleeve	\$8,000.00	\$16,000.00
1	EA	712-610	2 Inch Air and Vacuum Release Valve	\$6,500.00	\$6,500.00
7	EA	712-910	Adjust Valve Box	\$550.00	\$3,850.00
2	EA	714-510	Hydrant Assembly	\$9,500.00	\$19,000.00
2	EA	715-510	5/8 Inch Single Meter Service Connected to Existing Water Main	\$2,000.00	\$4,000.00
1	LS	801-680	Erosion/Water Pollution Control	\$2,500.00	\$2,500.00
1	LS	850-792	Project Closeout	\$2,500.00	\$2,500.00
Schedule C Subtotal:					\$686,005.00
Schedule C Tax Rate (%) : 9.50 Tax:					\$65,170.48
Schedule C Total:					\$751,175.48

Lacey Contract Number: PW 2023-24

Prepared By: Ryan Jewell

Federal Aid Project Number:

Engineer: Ryan Jewell

WSDOT Contract Number:

Bid Date: 12/12/2023

TIB Contract Number:

Project Summary

Contract Subtotal: \$1,546,700.00

Contract Total Tax: \$146,936.50

Contract Total: \$1,693,636.50

Preliminary Engineering: \$108,269.00

Construction Engineering: \$123,736.00

Contingencies: \$0.00

City Furnished Materials: \$0.00

Other: \$0.00

Project Total: \$1,925,641.50

EXHIBIT C - PLANS AND SPECIFICATIONS

The final approved project plans and specifications will be kept in the office of the Thurston County Engineer.

EXHIBIT A – SCOPE OF WORK

CITY UTILITY WORK

The Utility Work shall consist of the water and sewer work shown and detailed in the project plans and specifications. Work includes installation of new water and sewer mains, laterals and services as well as abandonment of portions of existing mains, laterals and services.

CITY RESPONSIBILITIES

1. Any direction the City wishes to give the Contractor shall be relayed only to the County Project manager or County inspector. The County will consult with the City to determine the appropriate action to be taken with the Contractor.
2. The City will have an inspector available at all times during the construction of the Utility Work, and the County will consult with the inspector on said Work. The City inspector will be provided an opportunity to review the County Inspector's Individual Daily Report form on a daily basis. The City's Inspector will be given the opportunity to provide additional written comments. The City will provide the County with the opportunity to examine and provide additional written comments on City's inspection documentation. The City will apprise the County inspector of any issue involving the Utility Work upon the City becoming aware of the issue.
3. The City Inspector will work with the County inspector to develop weekly quantity calculations for Utility Work that will be used to calculate the monthly pay estimate to generate the monthly payment to the contractor.
4. The City agrees that it shall be responsible for all costs associated with Utility Work:
 - A. Trench restoration for water and sewer construction including, but not limited to, pipe bedding, trench backfill, excavation, and necessary road reconstruction up to and including the asphalt leveling course of the road, and all other work necessary for a complete installation, including traffic control.
 - B. Permanent hot mix asphalt trench patch and/or temporary asphalt and its maintenance for temporary roads or temporary trench patches to keep traffic flowing through the work zone due to the Utility Work and relocations of new and/or existing water and sewer utilities for the final road improvements.
 - C. All costs for materials and compaction testing and acceptance attributable to the installation of the Utility Work together with all trench compaction and materials testing.
5. The City shall work with the County on the Utility Work to establish dates of "substantial completion," "physical completion," and "completion date" as defined in the County Road Project contract documents.
6. The City shall prepare punch list items for all walk throughs in a timely manner.
7. The City shall provide a direct contact for responding to citizens' questions and requests for information that is related to the Utility Work.

COUNTY RESPONSIBILITIES

1. The County will seek instruction from the City inspector on any questions the contractor or County may have on the Utility Work. The County will apprise the City inspector of any issue involving the Utility Work upon the County becoming aware of the issue.
2. The County will prepare a single bid packet for the County Project that includes the Utility Work and will be responsible for bidding and award of the County Project.
3. The County will submit the County Project Plans, Specifications, and the cost Estimate to the City for review and approval prior to finalizing the bid documents
4. The County will enter into a contract with a contractor for construction of the Project that includes the Utility Work, and will administer the contract with the contractor.
5. The County will invite the City to all construction meetings and to all substantial completion and final completion walk throughs. The County will incorporate City punch list comments in an overall County Project punch list, as appropriate for each schedule of the County Project.
6. The County Inspector will give copies of the Individual Daily Reports and weekly quantity calculations for the Utility Work to the City Inspector.
7. The County will include in the bid documents an item for a one-year warranty covering materials and workmanship for Utility Work.
8. The County will include in the bid documents that the contractor will be responsible for obtaining all applicable permits.
9. The County shall keep construction red line drawings for Utility Work and provide them to the City for record drawing creation. All costs associated with work provided by the County for creation of record drawings shall be paid by the City.

GENERAL PROVISIONS APPLICABLE TO BOTH CITY AND COUNTY

1. Change Orders

The County will advise the City of any proposed change order to Utility Work soon as possible and will provide the City with an opportunity to review and approve the change order as provided below. The City and County recognize two types of change orders: (A) Required and (B) Elective.

(A) *Required* change orders involve such changes in the work, work methods, working days, or quantities necessary to satisfactorily complete the scope of the advertised Project. All other change orders shall be considered elective. The County reserves the right to direct the contractor prior to City approval of a required change order when, in the opinion of the County, direction is needed to address an emergency, there is a safety issue, or when the failure to make an immediate decision will result in undue added contract costs. Required change orders shall require the prior written approval of the City before execution unless one or more of the conditions listed above apply. In such cases written concurrence from the City may be obtained after execution.

(B) *Elective* change orders are anything other than required change orders that impact City costs and/or Utility Work. Elective change orders shall require the prior written approval of the City before execution.

2. Progress Reports, Pay Estimates, and Invoicing

A. Monthly Progress Updates. The County will provide the City with three week look-a-head updates to the construction schedule.

B. Monthly Pay Estimates/Review. The County will prepare a monthly Pay Estimate and will provide a copy to the City inspector for review. For Utility Work, the Pay Estimate will be broken into separate schedules for sewer and for water, with unit bid items. The Pay Estimate will show the estimated material quantities and the actual material quantities. The City will have five (5) business days to review the Pay Estimate before the County processes it. If the City and/or Contractor have issues with the City's portion of the Pay Estimate, the County will facilitate a discussion. Any dispute shall be resolved according to the Dispute Resolution provision.

C. Monthly Invoicing. The County shall invoice the City on a monthly basis and provide supporting documentation. Supporting documentation shall include a breakdown of City costs, County costs to be reimbursed by the City, and costs reimbursable through TIB. The City agrees to make payment to the County within thirty (30) days of receipt of an approved invoice.

Thurston County Public Works
ENGINEER'S ESTIMATE

PROJECT: Marvin Rd Upgrade Phase 1 (22nd AVE to Union Mills RD)

90% DRAFT

CP #: 61478
DATE: 11-15-2023

SCHEDULE A - ROAD IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
<u>PREPARATION</u>					
1	MOBILIZATION	L.S.	1.00	\$286,740.00	\$286,740.00
2	CLEARING AND GRUBBING	ACRE	2.49	\$30,000.00	\$74,700.00
3	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	EST	1.00	\$10,000.00	\$10,000.00
4	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1.00	\$30,000.00	\$30,000.00
5	REMOVING CEMENT CONC. SIDEWALK	S.Y.	970.00	\$25.00	\$24,250.00
6	REMOVING ASPHALT CONC. PAVEMENT	S.Y.	1,110.00	\$15.00	\$16,650.00
7	SAWCUT ASPHALT CONC. PAVEMENT	L.F.	350.00	\$6.00	\$2,100.00
<u>GRADING</u>					
8	ROADWAY EXCAVATION INCL. HAUL	C.Y.	6,420.00	\$25.00	\$160,500.00
9	GRAVEL BORROW INCL. HAUL	C.Y.	100.00	\$40.00	\$4,000.00
10	EMBANKMENT COMPACTION	C.Y.	3,380.00	\$10.00	\$33,800.00
<u>DRAINAGE</u>					
11	STREAMBED COBBLES 4 IN.	TON	60.00	\$80.00	\$4,800.00
12	STREAMBED COBBLES 6 IN.	TON	60.00	\$80.00	\$4,800.00
13	STREAMBED COBBLES 8 IN.	TON	60.00	\$80.00	\$4,800.00
14	STREAMBED COBBLES 10 IN.	TON	60.00	\$80.00	\$4,800.00
15	STREAMBED BOULDER THREE MAN	EACH	6.00	\$400.00	\$2,400.00
16	STREAMBED BOULDER FOUR MAN	EACH	4.00	\$400.00	\$1,600.00
17	STREAMBED BOULDER SIX MAN	EACH	4.00	\$450.00	\$1,800.00
18	QUARRY SPALLS	TON	50.00	\$150.00	\$7,500.00
<u>STORM SEWER</u>					
19	TREATMENT DEVICE SITE 2	EACH	1.00	\$30,000.00	\$30,000.00
20	TREATMENT DEVICE SITE 1	EACH	1.00	\$30,000.00	\$30,000.00
21	INFILTRATION GALLERY	L.F.	825.00	\$300.00	\$247,500.00
22	ADJUST MANHOLE	EACH	10.00	\$800.00	\$8,000.00
23	CATCH BASIN TYPE 1	EACH	25.00	\$1,700.00	\$42,500.00
24	CATCH BASIN TYPE 2 48 IN. DIAM.	EACH	8.00	\$3,200.00	\$25,600.00
25	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	2,150.00	\$60.00	\$129,000.00
<u>SURFACING</u>					
26	CRUSHED SURFACING BASE COURSE	TON	4,350.00	\$50.00	\$217,500.00
27	CRUSHED SURFACING TOP COURSE	TON	1,270.00	\$50.00	\$63,500.00
<u>HOT MIX ASPHALT</u>					
28	PULVERIZING EXISTING PAVEMENT	S.Y.	11,445.00	\$3.00	\$34,335.00
29	PLANING BITUMINOUS PAVEMENT	S.Y.	280.00	\$17.00	\$4,760.00
30	FIBER REINFORCED HMA CL. 1/2 IN. PG 70-22ER	TON	3,010.00	\$130.00	\$391,300.00
31	COMMERCIAL HMA	TON	580.00	\$160.00	\$92,800.00
<u>IRRIGATION AND WATER DISTRIBUTION</u>					
32	IRRIGATION SYSTEM	L.S.	1.00	\$60,000.00	\$60,000.00
<u>EROSION CONTROL AND PLANTING</u>					
33	TOPSOIL TYPE A	S.Y.	3,330.00	\$50.00	\$166,500.00
34	TOPSOIL TYPE C	S.Y.	305.00	\$25.00	\$7,625.00
35	ESC LEAD	DAY	1.00	\$10,000.00	\$10,000.00
36	SEEDING, FERTILIZING, AND MULCHING	ACRE	3.00	\$5,000.00	\$15,000.00
37	INLET PROTECTION	EACH	33.00	\$50.00	\$1,650.00
38	SILT FENCE	L.F.	3,090.00	\$6.00	\$18,540.00
39	EROSION/WATER POLLUTION CONTROL	EST.	1.00	\$40,000.00	\$40,000.00
40	PSIPE	EACH	1.00	\$4,500.00	\$4,500.00
41	ROOT BARRIER	L.F.	2,760.00	\$15.00	\$41,400.00
42	PSIPE- COMPACT OREGON-GRAPE #1 CONT/ 6-12" HT.	EACH	18.00	\$20.00	\$360.00
43	PSIPE- BLUE FESCUE 'ELIJAH BLUE' #1 CONT. 6-12" HT.	EACH	780.00	\$20.00	\$15,600.00
44	PSIPE- CRIMSON SPIRE OAK 1 1/2 IN. CAL.	EACH	3.00	\$500.00	\$1,500.00
45	PSIPE- ROCKY MOUNTAIN MAPLE	EACH	60.00	\$500.00	\$30,000.00
46	PSIPE- SNOWGOOSE FLOWERING CHERRY	EACH	5.00	\$450.00	\$2,250.00
47	SOIL AMENDMENT	S.Y.	430.00	\$65.00	\$27,950.00
48	SEEDDED LAWN INSTALLATION	S.Y.	5,110.00	\$3.00	\$15,330.00
49	HIGH VISIBILITY SILT FENCE	L.F.	1,085.00	\$8.00	\$8,680.00
<u>TRAFFIC</u>					
50	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	EACH	4.00	\$2,000.00	\$8,000.00
51	CEMENT CONC. TRAFFIC CURB AND GUTTER	L.F.	4,380.00	\$45.00	\$197,100.00
52	CEMENT CONC. TRAFFIC CURB	L.F.	1,340.00	\$45.00	\$60,300.00
53	DUAL-FACED CEMENT CONC. TRAFFIC CURB	L.F.	75.00	\$60.00	\$4,500.00

54	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	L.F.	170.00	\$100.00	\$17,000.00
55	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	L.F.	265.00	\$60.00	\$15,900.00
56	PAINT LINE	L.F.	3,870.00	\$1.50	\$5,805.00
57	PLASTIC LINE	L.F.	880.00	\$1.50	\$1,320.00
58	PLASTIC WIDE LINE	L.F.	490.00	\$2.50	\$1,225.00
59	PLASTIC CROSSWALK LINE	S.F.	700.00	\$10.00	\$7,000.00
60	PLASTIC TRAFFIC ARROW	EACH	15.00	\$200.00	\$3,000.00
61	PEDESTRIAN TRAFFIC CONTROL	L.S.	1.00	\$70,000.00	\$70,000.00
62	PLASTIC DRAINAGE MARKING	EACH	29.00	\$80.00	\$2,320.00
63	PLASTIC YIELD LINE SYMBOL	EACH	5.00	\$50.00	\$250.00
64	PERMANENT SIGNING	L.S.	1.00	\$52,500.00	\$52,500.00
65	ILLUMINATION SYSTEM	L.S.	1.00	\$150,000.00	\$150,000.00
66	FLAGGERS	HR	8,960.00	\$60.00	\$537,600.00
67	TRAFFIC CONTROL SUPERVISOR	L.S.	1.00	\$40,000.00	\$40,000.00
68	CONSTRUCTION SIGNS CLASS A	S.F.	280.00	\$30.00	\$8,400.00
69	OTHER TRAFFIC CONTROL LABOR	HR	1,280.00	\$60.00	\$76,800.00
70	PORTABLE CHANGEABLE MESSAGE SIGN	HR	2,160.00	\$4.00	\$8,640.00
71	CEMENT CONC. SIDEWALK	S.Y.	1,230.00	\$60.00	\$73,800.00
72	CEMENT CONC. CURB RAMP TYPE	EACH	12.00	\$2,000.00	\$24,000.00
73	CEMENT CONC. DRIVEWAY ENTRANCE TYPE	S.Y.	560.00	\$85.00	\$47,600.00
74	PLASTIC DOTTED CIRC. (DASHED WIDE) LANE LINE	L.F.	140.00	\$4.00	\$560.00
75	STAMPED COLORED CEMENT CONC.	S.F.	5,230.00	\$160.00	\$836,800.00
<u>OTHER ITEMS</u>					
76	SURVEY MONUMENT	EACH	10.00	\$1,000.00	\$10,000.00
77	UTILITY POTHOLES	EACH	30.00	\$250.00	\$7,500.00
78	PROJECT STAGING	L.S.	1.00	\$100,000.00	\$100,000.00
79	STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	2,000.00	\$8.00	\$16,000.00
80	SHORING OR EXTRA EXCAVATION CLASS B	L.S.	1.00	\$30,000.00	\$30,000.00
81	WATER	MGAL	20.00	\$1,000.00	\$20,000.00
82	TRIMMING AND CLEANUP	L.S.	1.00	\$5,000.00	\$5,000.00
83	MINOR CHANGE	CALC	1.00	\$100,000.00	\$100,000.00
84	SPCC PLAN	L.S.	1.00	\$2,000.00	\$2,000.00
85	FIELD OFFICE BUILDING	L.S.	1.00	\$25,000.00	\$25,000.00
86	MAILBOX SUPPORT TYPE 1	EACH	1.00	\$900.00	\$900.00
87	REIMBURSEMENT FOR THIRD PARTY DAMAGE	EST.	1.00	\$40,000.00	\$40,000.00

SCHEDULE A SUBTOTAL		\$5,065,740.00
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Contingency	10%	\$506,574.00
Material Testing		\$50,000.00
Construction Management	16%	\$810,518.40
TOTAL		\$6,432,832.40

SCHEDULE B - SEWER IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MINOR CHANGE	MC	35000.00	\$1.00	\$35,000.00
2	RECORD DRAWING	L.S.	1.00	\$2,500.00	\$2,500.00
3	SPCC PLAN	L.S.	1.00	\$500.00	\$500.00
4	MOBILIZATION	L.S.	1.00	\$50,000.00	\$50,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$37,500.00	\$37,500.00
6	FLAGGERS	H.R.	750.00	\$72.00	\$54,000.00
7	PORTABLE CHANGEABLE MESSAGE SIGN	H.R.	1440.00	\$4.50	\$6,480.00
8	CLEARING AND GRUBBING	L.S.	1.00	\$5,000.00	\$5,000.00
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1.00	\$30,000.00	\$30,000.00
10	TRENCH SAFETY SYSTEM	L.S.	1.00	\$7,500.00	\$7,500.00
11	CONTROLLED DENSITY FILL	C.Y.	37.00	\$215.00	\$7,955.00
12	DEWATERING	FA	1.00	\$15,000.00	\$15,000.00
13	CRUSHED SURFACING BASE COURSE	TON	171.00	\$65.00	\$11,115.00
14	CRUSHED SURFACING TOP COURSE	TON	43.00	\$65.00	\$2,795.00
15	HMA CL. 1/2" PG 58H-22	TON	38.00	\$450.00	\$17,100.00
16	COMMERCIAL HMA	TON	86.00	\$300.00	\$25,800.00
17	LOW POINT DRAIN 60-INCH DIAM.	E.A.	1.00	\$15,000.00	\$15,000.00
18	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	707.00	\$25.00	\$17,675.00
19	IMPORTED PIPE BEDDING	TON	386.00	\$25.00	\$9,650.00
20	UTILITY POTHOLING	H.R.	20.00	\$250.00	\$5,000.00
21	18 INCH PIPE ENCASEMENT	L.F.	60.00	\$250.00	\$15,000.00
22	PIPE ABANDONMENT	E.A.	2.00	\$5,000.00	\$10,000.00
23	ADJUST VALVE BOX	E.A.	4.00	\$55.00	\$220.00
24	2 INCH AIR AND VACUUM RELESE VAVLE - SEWER	E.A.	1.00	\$3,500.00	\$3,500.00
25	2 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	5.00	\$250.00	\$1,250.00
26	4 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	22.00	\$300.00	\$6,600.00
27	8 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	169.00	\$175.00	\$29,575.00
28	10 INCH DIAMETER FORCE MAIN SEWER PIPE	L.F.	1135.00	\$250.00	\$283,750.00
29	PIG LAUNCH PORT ASSEMBLY	E.A.	1.00	\$8,500.00	\$8,500.00
30	4 INCH PLUG VALVE	E.A.	1.00	\$3,000.00	\$3,000.00
31	10 INCH PLUG VALVE	E.A.	11.00	\$3,500.00	\$38,500.00
32	SIDE SEWER CONNECTION - FORCE MAIN	E.A.	1.00	\$3,500.00	\$3,500.00
33	SIDE SEWER STUB - FORCE MAIN	E.A.	2.00	\$5,000.00	\$10,000.00
34	2 INCH BALL VALVE	E.A.	1.00	\$500.00	\$500.00
35	CONNECT TO EXISTING SANITARY SEWER FORCE MAIN	E.A.	5.00	\$5,000.00	\$25,000.00
36	EROSION/WATER POLLUTION CONTROL	L.S.	1.00	\$2,500.00	\$2,500.00
37	TOPSOIL A	C.Y.	20.00	\$40.00	\$800.00
38	BARK OR WOOD CHIP MULCH	C.Y.	20.00	\$40.00	\$800.00
39	LAWN AND LANDSCAPE RESTORATION	L.S.	1.00	\$5,000.00	\$5,000.00
40	CEMENT CONC. SIDEWALK	S.Y.	4.00	\$350.00	\$1,400.00
41	PROJECT CLOSEOUT	L.S.	1.00	\$2,500.00	\$2,500.00
SCHEDULE B SUBTOTAL					\$807,465.00
SCHEDULE B TAX RATE - 9.5%					\$76,709.18
SCHEDULE B TOTAL					\$884,174.18

SCHEDULE C - WATER IMPROVEMENTS

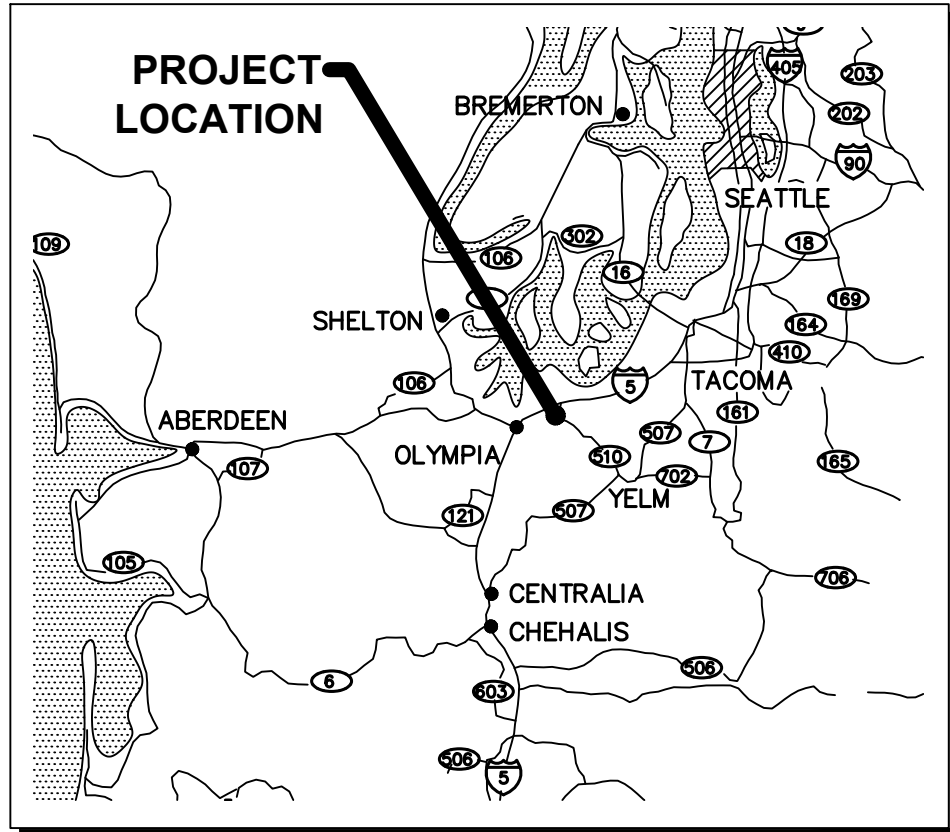
ITEM NO.	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	MINOR CHANGE	MC	35000.00	\$1.00	\$35,000.00
2	RECORD DRAWING	L.S.	1.00	\$2,500.00	\$2,500.00
3	SPCC PLAN	L.S.	1.00	\$500.00	\$500.00
4	MOBILIZATION	L.S.	1.00	\$50,000.00	\$50,000.00
5	PROJECT TEMPORARY TRAFFIC CONTROL	L.S.	1.00	\$37,500.00	\$37,500.00
6	FLAGGERS	H.R.	750.00	\$72.00	\$54,000.00
7	PORTABLE CHANGEABLE MESSAGE SIGN	H.R.	1440.00	\$4.50	\$6,480.00
8	CLEARING AND GRUBBING	L.S.	1.00	\$5,000.00	\$5,000.00
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.	1.00	\$30,000.00	\$30,000.00
10	TRENCH SAFETY SYSTEM	L.S.	1.00	\$7,500.00	\$7,500.00
11	DEWATERING	F.A.	1.00	\$15,000.00	\$15,000.00
12	CRUSHED SURFACING BASE COURSE	TON	88.00	\$65.00	\$5,720.00
13	CRUSHED SURFACING TOP COURSE	TON	22.00	\$65.00	\$1,430.00
14	COMMERCIAL HMA	TON	36.00	\$300.00	\$10,800.00
15	ADJUST MANHOLE	E.A.	1.00	\$1,250.00	\$1,250.00
16	BANK RUN GRAVEL FOR TRENCH BACKFILL	TON	253.00	\$25.00	\$6,325.00
17	IMPORTED PIPE BEDDING	TON	242.00	\$25.00	\$6,050.00
18	UTILITY POTHOLING	H.R.	20.00	\$250.00	\$5,000.00
19	24 INCH PIPE ENCASEMENT	L.F.	60.00	\$500.00	\$30,000.00
20	6 INCH D.I.WATER MAIN	L.F.	35.00	\$250.00	\$8,750.00
21	8 INCH D.I.WATER MAIN	L.F.	178.00	\$350.00	\$62,300.00
22	12 INCH D.I.WATER MAIN	L.F.	268.00	\$650.00	\$174,200.00
23	CONNECT TO EXISTING SANITARY WATER MAIN	E.A.	8.00	\$4,500.00	\$36,000.00
24	PIPE ABANDONMENT	E.A.	3.00	\$2,500.00	\$7,500.00
25	12 INCH GATE VALVE	E.A.	2.00	\$5,000.00	\$10,000.00
26	6 INCH TAPPING VALVE WITH TAPPING SLEEVE	E.A.	2.00	\$8,000.00	\$16,000.00
27	2 INCH AIR AND VACUUM RELEASE VALVE	E.A.	1.00	\$6,500.00	\$6,500.00
28	ADJUST VALVE BOX	E.A.	7.00	\$550.00	\$3,850.00
29	HYDRANT ASSEMBLY	E.A.	2.00	\$9,500.00	\$19,000.00
30	5/8 INCH SINGLE METER SERVICE CONNECTED TO EXISTING WATER MAIN	E.A.	2.00	\$2,000.00	\$4,000.00
31	EROSION/WATER POLLUTION CONTROL	L.S.	1.00	\$2,500.00	\$2,500.00
32	TOPSOIL A	C.Y.	20.00	\$40.00	\$800.00
33	BARK OR WOOD CHIP MULCH	C.Y.	20.00	\$40.00	\$800.00
34	LAWN AND LANDSCAPE RESTORATION	L.S.	1.00	\$5,000.00	\$5,000.00
35	PROJECT CLOSEOUT	L.S.	1.00	\$2,500.00	\$2,500.00
SCHEDULE C SUBTOTAL					\$669,755.00
SCHEDULE C TAX RATE - 9.5%					\$63,626.73
SCHEDULE C TOTAL					\$733,381.73

SCHEDULE A (ROADWAY IMPROVEMENTS) SUBTOTAL	\$5,065,740.00
SCHEDULE B (SEWER IMPROVEMENTS) SUBTOTAL	\$807,465.00
SCHEDULE C (WATER IMPROVEMENTS) SUBTOTAL	\$669,755.00
CONSTRUCTION CONTRACT SUBTOTAL (NO TAX)	\$6,542,960.00
CONSTRUCTION CONTRACT TOTAL TAX (ON SCHEDULES B & C)	\$140,335.90
CONSTRUCTION CONTRACT TOTAL (W/ TAX)	\$6,683,295.90
10% CONSTRUCTION CONTINGENCY (ALL SCHEDULES)	\$668,329.59
MATERIAL TESTING	\$50,000.00
CONSTRUCTION ENGINEERING SCHEDULES B AND C	\$118,336.00
CONSTRUCTION MANAGEMENT	\$810,518.40
PROJECT TOTAL	\$8,330,479.89

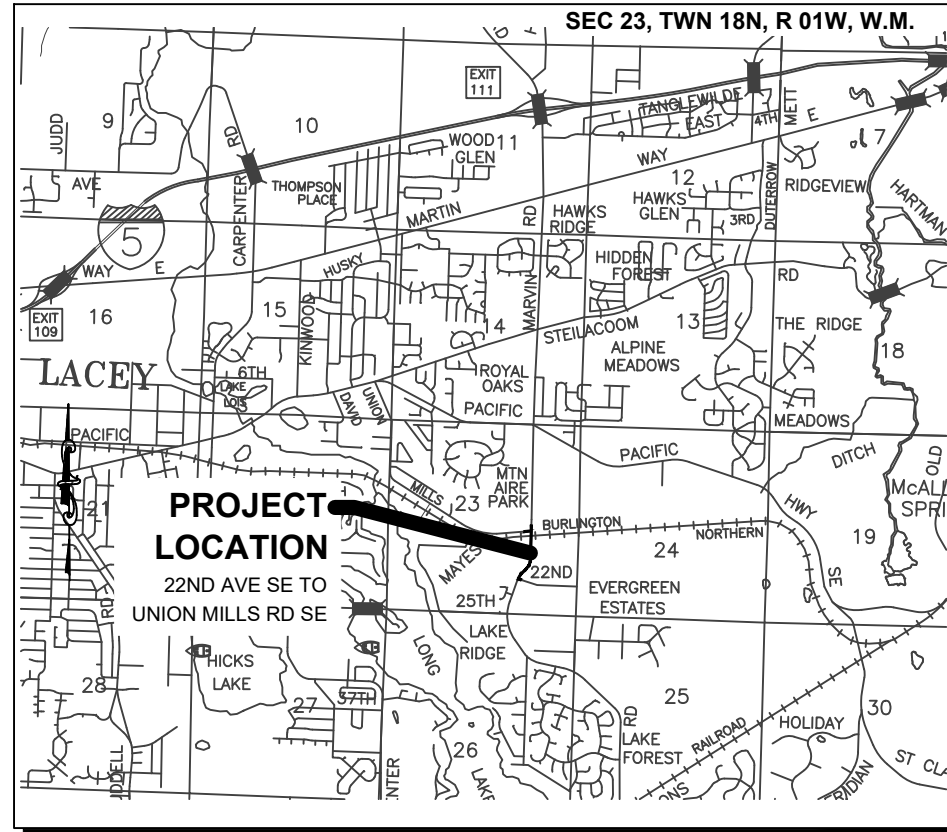


MARVIN RD INTERSECTION IMPROVEMENTS PHASE 1

90% DRAFT



VICINITY MAP
NO SCALE



VICINITY MAP
NO SCALE

THURSTON COUNTY

CP-61478

FA# N/A

APPROVED BY:

THURSTON COUNTY ENGINEER

DATE

PREPARED BY:

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360) 867-2300



11/16/2023

O:\Projects\06_CapitalConst\61478 Marvin Rd - Mullen Rd to SR 510\Design\CADD\Current Design\10134746_COV_PH1.dwg 9/13/2017

Sheet List Table		
Sheet No.	Sheet	Sheet Title
1		COVER AND INDEX
2		LEGEND
3		SUMMARY OF QUANTITIES
4	AL-01	MARVIN RD ALIGNMENT PLAN
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7	EC-02	MARVIN RD EROSION CONTROL PLAN
8	EC-03	MARVIN RD EROSION CONTROL PLAN
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25	GR-02	19TH AVENUE GRADING PLAN TRUCK APRON
26	GR-03	19TH AVENUE GRADING PLAN SOUTHEAST FLOWLINE
27	GR-04	19TH AVENUE GRADING PLAN SOUTHWEST FLOWLINE
28	GR-05	19TH AVENUE GRADING PLAN NORTHWEST FLOWLINE
29	GR-06	19TH AVENUE GRADING PLAN NORTHEAST FLOWLINE
30	GR-07	UNION MILL GRADING PLAN SOUTH FLOWLINE
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45	DW-03	DRIVEWAY PLAN AND PROFILES 06 AND 07
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47	DR-01	MARVIN RD DRAINAGE PLAN AND PROFILE
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59	MK-02	MARVIN RD PAVEMENT MARKING PLAN
60	MK-03	MARVIN RD AND UNION MILLS PAVEMENT MARKING PLAN
61	MK-04	19TH AVE PAVEMENT MARKING PLAN
62	MK-05	PAVEMENT MARKING DETAILS
63	SN-01	MARVIN RD SIGNING PLAN
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66A	SN-04	MARVIN RD AND 19TH AVE SIGNING PLAN
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CITY OF LACEY - MARVIN ROAD UTILITY RELOCATION PLAN SET

SHEET INDEX

SHEET NO.	PAGE NO.	DESCRIPTION
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2	G1	GENERAL NOTES
3 - 7	W1 - W5	WATER PLAN AND PROFILE
8-12	S1-S5	SEWER PLAN AND PROFILE
13-15	D1-D3	DETAIL SHEETS

CONSTRUCTION NOTES

1. LOCATIONS OF UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON CURSORY INVESTIGATIONS BY THE CONTRACTING AGENCY. THE CONTRACTOR SHALL FIELD LOCATE ALL POTENTIAL UTILITY CONFLICTS AND IMMEDIATELY NOTIFY THE CONTRACTING AGENCY OF ANY DISCREPANCY WITH THE LOCATION SHOWN ON THE PLANS.
2. CONTRACTOR SHALL COORDINATE FENCE REMOVAL, IF APPLICABLE, WITH THURSTON COUNTY ENGINEER PRIOR TO CONSTRUCTION ACTIVITIES.
3. CONTRACTOR SHALL CALL 811 BEFORE YOU DIG PRIOR TO CONSTRUCTION ACTIVITIES.
4. CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH LOCAL UTILITIES DURING RELOCATION WORK REQUIRED TO CONSTRUCT ROAD IMPROVEMENTS.
5. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES SHALL RECEIVE A FINAL CLEAN UP OF DEBRIS AND BE HYDROSEEDDED.
6. CONSTRUCTION SURVEYING SHALL BE PERFORMED BY COUNTY SURVEY CREWS.
7. REFER TO TYPICAL SECTIONS AND STORMWATER PLANS TO MEET STORMWATER COLLECTION AND TREATMENT REQUIREMENTS.
8. NEW MAILBOX LOCATIONS SHALL BE APPROVED BY THE POSTAL CARRIER PRIOR TO FINAL PLACEMENT, CONTRACTOR SHALL MAINTAIN MAIL BOXES ON TEMPORARY SUPPORT AS APPROVED BY THE ENGINEER, REFER TO SPECIAL PROVISIONS.
9. HIGH VISIBILITY SILT FENCE IS TO BE INSTALLED PER WSDOT STANDARD PLAN I-10.10-01. CONTRACTOR SHALL FIELD ADJUST HIGH VISIBILITY SILT FENCE LOCATIONS AS REQUIRED OR AS NOTED IN THE PLANS WITH APPROVAL BY THE ENGINEER.
10. CONTRACTOR SHALL BEVEL ALL CULVERT PIPE PER WSDOT STANDARD PLAN B-70.20, CULVERT INVERT ELEVATIONS SHALL RECEIVE QUARRY SPALLS AT INLET AND OUTLET WHERE DIRECTED BY THE ENGINEER.
11. CONTRACTOR SHALL CLEAR AND GRUB BETWEEN CUT AND FILL LINES AS STAKED BY THE COUNTY. ADDITIONAL CLEARING AND GRUBBING REQUESTED OUTSIDE OF THE CUT AND FILL LINES SHALL BE APPROVED BY THE ENGINEER. ADDITIONAL HIGH VISIBILITY SILT FENCE REQUESTED AND NOT SHOWN ON THE PLANS SHALL BE APPROVED BY THE ENGINEER.

LEGEND

UTILITIES: (EXISTING)

TELEPHONE RISER	
TELEPHONE VAULT	
WATER METER	
WATER VALVE	
FIRE HYDRANT	
POWER VAULT	
POWER POLE	
POWER BOX	
GUY POLE	
GUY ANCHOR	
CATV RISER	
GAS VALVE	
SANITARY SEWER MANHOLE	
SANITARY SEWER CLEANOUT	
STORM SEWER CATCHBASIN	
STORM SEWER MANHOLE	
SIGN	
LUMINARE	
GUARDRAIL	
SERVICE POLE	

SURVEY MARKERS:
(EXISTING)

MAILBOX	
FENCE POST	
JUNCTION BOX	
QUARTER CORNER	
SECTION CORNER	
PROPERTY CORNER	
STREET MONUMENT	
IRON PIPE	
BRASS MONUMENT	
REBAR	
HUB AND TACK	
TOPOGRAPHIC: (EXISTING)	
TREE LINE	
TREE	
VEGETATION	

CONSTRUCTION: (PROPOSED)

TRAFFIC SIGN	
LUMINARE	
CHAIN LINK FENCE	
HIGH VISIBILITY SILT FENCE	
GUARDRAIL	
PERMANENT EROSION CONTROL BLANKET	
APPROX LOCATION FOR PROPOSED POWER POLE (PSE)	
EDGE OF PAVEMENT/SIDEWALK	
DITCH LINE	
CUT LINE	
FILL LINE	
SURVEY MONUMENT	
SAWCUT LINE	
RIGHT OF WAY	

SANITARY AND STORM SEWER (PROPOSED)

CATCH BASIN TYPE 1 COMBO INLET	
CLEANOUT	
CATCH BASIN TYPE 2 COMBO INLET	
CATCH BASIN TYPE 2 SOLID LID	
CULVERT PIPE	

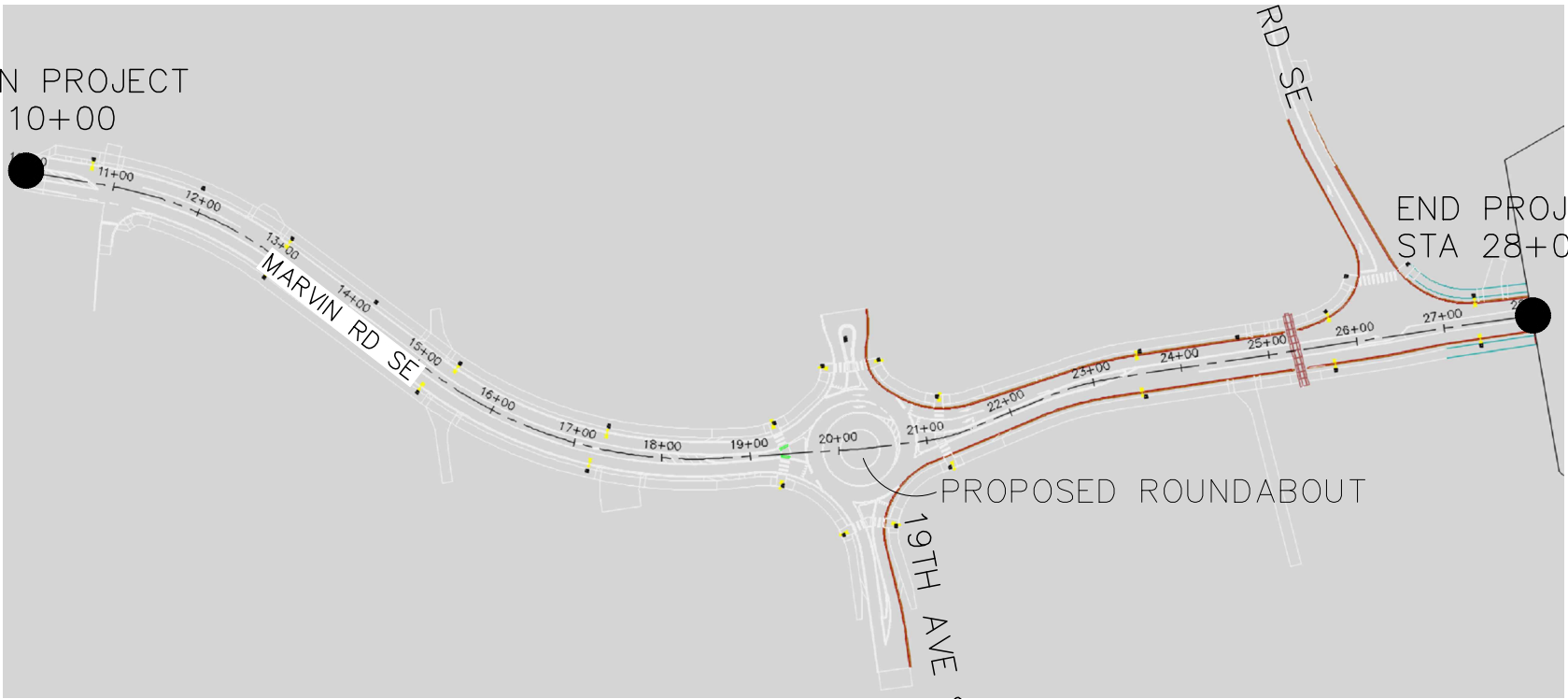
LINETYPES: (EXISTING)

BURIED TELE-CABLE	
WATER LINE	
FORCE MAIN	
BURIED POWER	
GAS LINE	
SEWER	
STORM DRAIN	
FIBER OPTIC	
RIGHT OF WAY	
TEMPORARY CONSTRUCTION EASEMENT	
FENCE LINE	
PROPERTY LINE	
CABLE TV	

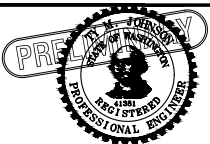
LEGEND – CITY OF LACEY

LINETYPE LEGEND:	
	CONSTRUCTION BASELINE
	EASEMENT
	ROAD CENTERLINE
	BARBED WIRE FENCE
	CHAIN LINK FENCE
	CONCRETE FENCE
	ROCK FENCE
	WIRE FENCE
	WOOD FENCE
	GRAVEL
	TOE OF SLOPE
	TOP OF SLOPE
	DITCH
	STORM (PAINTED)
	PROPOSED STORM (THURSTON COUNTY)
	SEWER (PAINTED)
	NEW SEWER
	RIGHT OF WAY
	OVERHEAD CABLE
	UNDERGROUND CABLE (PAINTED)
	GAS (PAINTED)
	OVERHEAD PHONE
	OVERHEAD FIBER OPTIC
	UNDERGROUND PHONE (PAINTED)
	UNDERGROUND FIBER OPTIC (PAINTED)
	OVERHEAD ELECTRIC
	UNDERGROUND ELECTRIC (PAINTED)
	WATER (PAINTED)
	NEW WATER
	NEW WATER SURFACE
	ABANDON EXISTING UTILITY (SEE PLAN)
	PROPOSED SEWER (WATER SHEETS)
	PROPOSED WATER (SEWER SHEETS)
CONSTRUCTION HATCH TYPES:	
	AREA OF FINAL PAVEMENT REPAIR
	GRAVEL
	CONCRETE

BEGIN PROJECT
STA 10+00



OVERALL PROJECT MAP
N.T.S.



SUMMARY OF QUANTITIES

O:\Projects\06_CapitalConst\61478 Marvin Rd – Mullen Rd to SR 510\Design\CADD\Current Design\10134746_COV_PH1.dwg 11/15/2023

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C
OLYMPIA, WA 98512-9140
(360)867-2300



Designed: ***
Drafted: ***
Checked: ***
Scale: AS NOTED

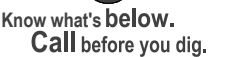
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	Date
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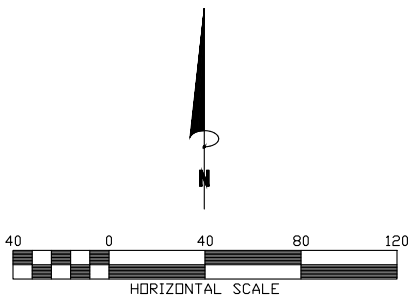
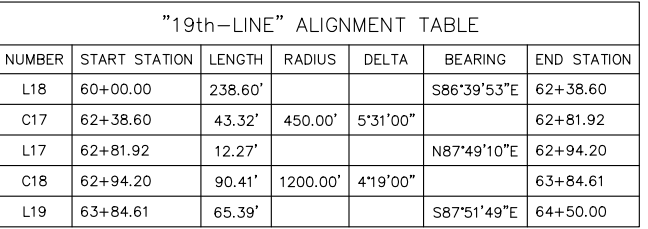
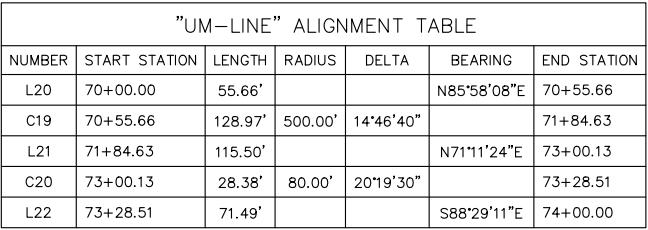
MARVIN RD INTERSECTION
IMPROVEMENTS
CP No. 61478 FA No. N/A

SUMMARY OF QUANTITIES



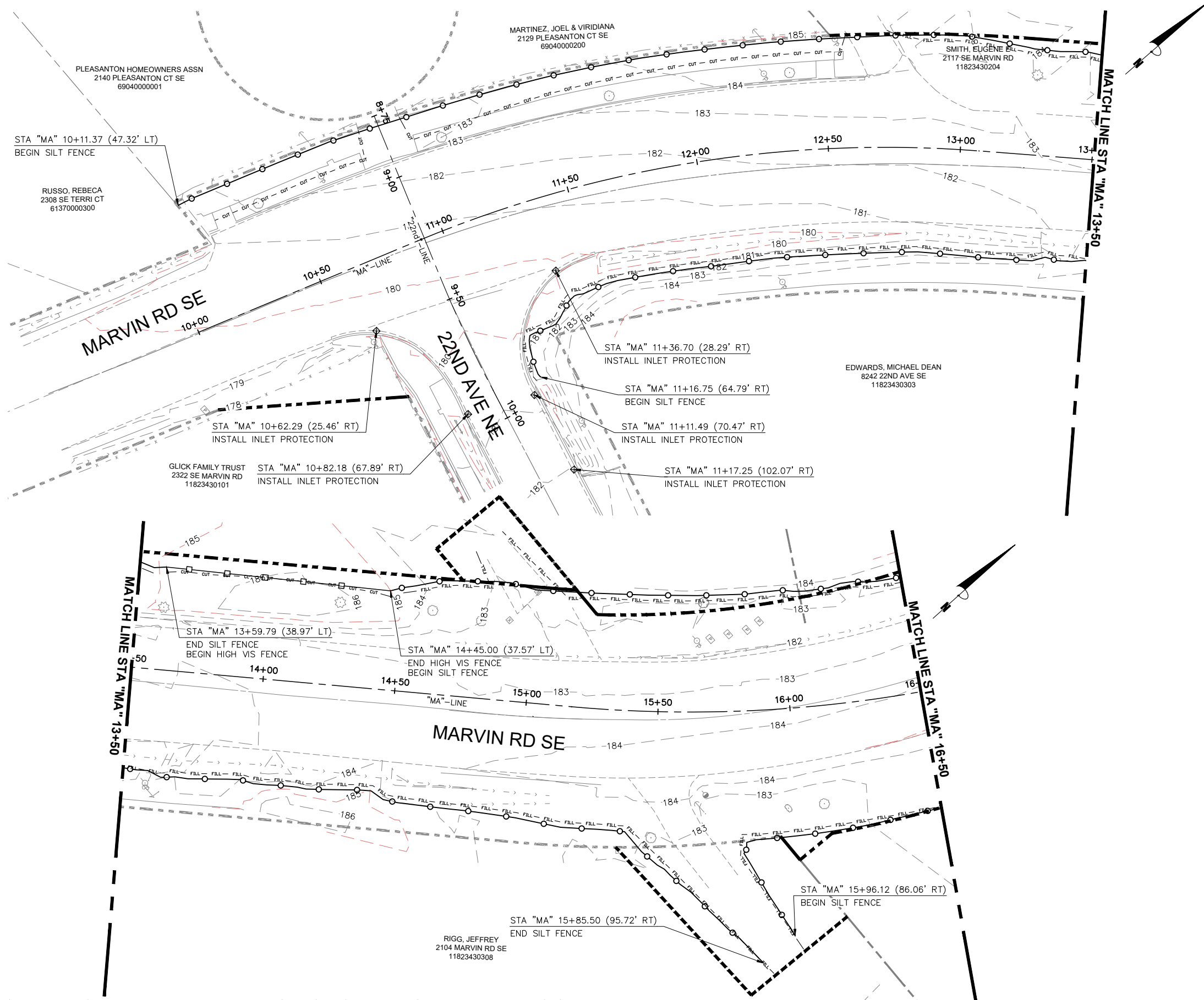
"FL-22nd-NE-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
L68	0+00.00	12.79'			N75°15'05"W	0+12.79
C65	0+12.79	62.56'	35.00'	102°25'10"		0+75.36





Know what's **below**.
Call before you dig.



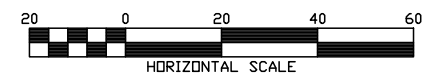


LEGEND

- HIGH VIS SILT FENCE PER WSDOT STD PLAN I-30.17-01
- EXISTING BNSF ROW
- BIODEGRADABLE CHECK DAM PER WSDOT STD PLAN I-50.20-01
- EXISTING RIGHT OF WAY
- PROPOSED RIGHT OF WAY
- TEMPORARY CONSTRUCTION EASEMENT
- APPROXIMATE PROPERTY LINE
- HIGH VIS FENCE PER WSDOT STD PLAN I-10.10-01
- INLET PROTECTION PER WSDOT STD PLAN I-40.20-00

GENERAL NOTES

- SILT FENCE SHOWN ARE APPROXIMATE, EXACT LOCATION SHALL BE FIELD LOCATED.
- SILT FENCE TO BE INSTALLED AT THE TOE OF ALL FILL SLOPES WITHIN COUNTY RIGHT OF WAY AND DEFINED EASEMENTS.
- CONTRACTOR TO INSTALL INLET PROTECTION ON ALL PROPOSED OR EXISTING STORM DRAIN INLETS WITHIN THE LIMITS OF THE PROJECT AND AN ADDITIONAL 500 FEET DOWNSTREAM.



Know what's below.
Call before you dig.

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THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300



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Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

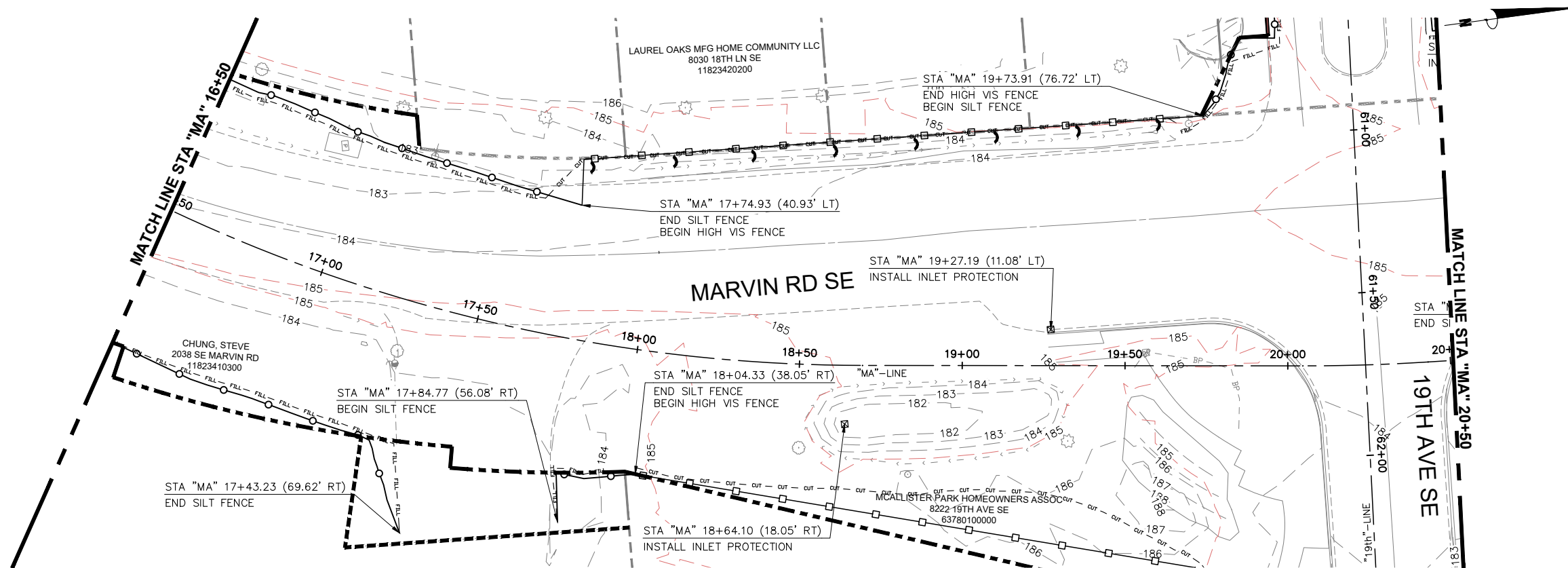
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Date
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MARVIN RD INTERSECTION IMPROVEMENTS

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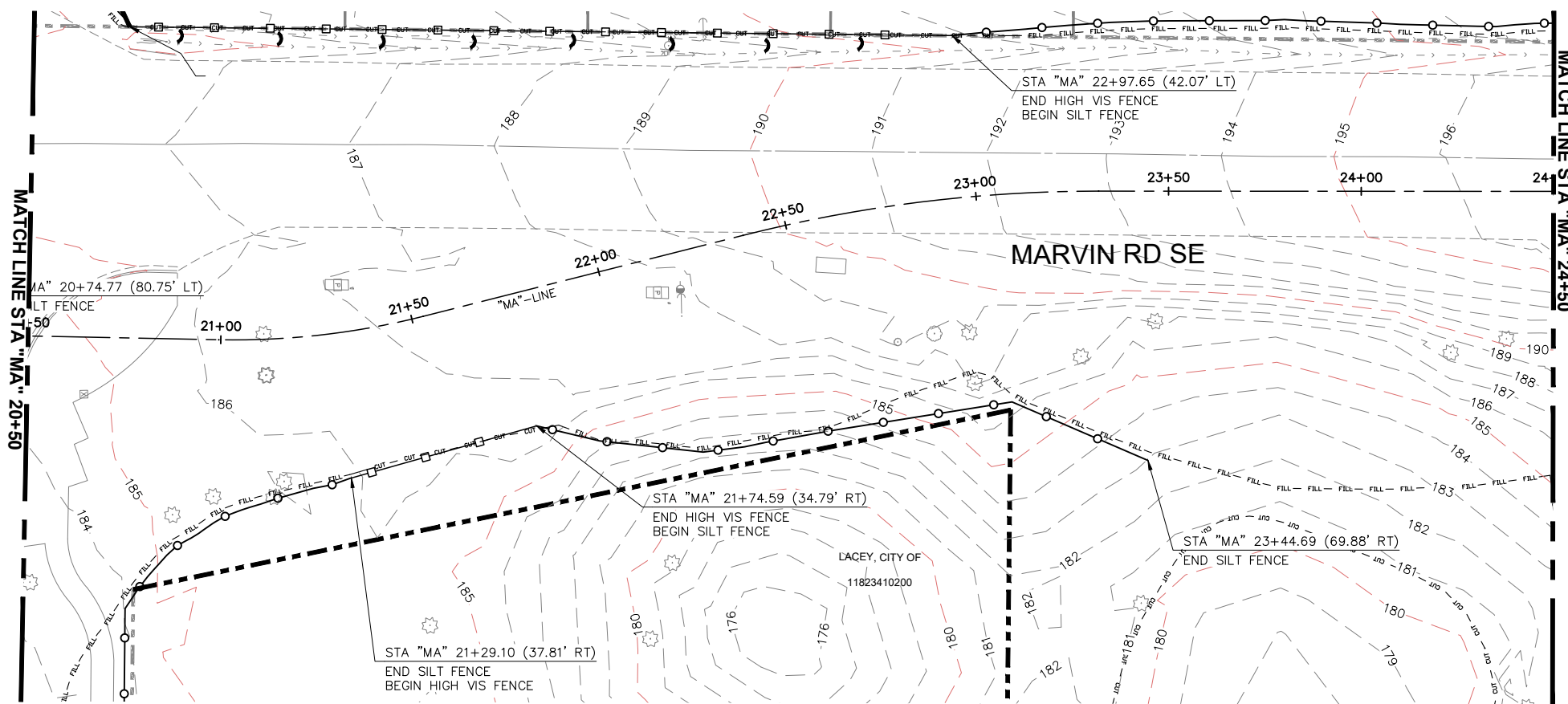
MARVIN RD EROSION CONTROL PLAN

Sheet
EC-01 PH1
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LEGEND	
HIGH VIS SILT FENCE PER WSDOT STD PLAN I-30.17-01	
EXISTING BNSF ROW	
BIODEGRADABLE CHECK DAM PER WSDOT STD PLAN I-50.20-01	
EXISTING RIGHT OF WAY	
PROPOSED RIGHT OF WAY	
TEMPORARY CONSTRUCTION EASEMENT	
APPROXIMATE PROPERTY LINE	
HIGH VIS FENCE PER WSDOT STD PLAN I-10.10-01	
INLET PROTECTION PER WSDOT STD PLAN I-40.20-00	

- GENERAL NOTES**
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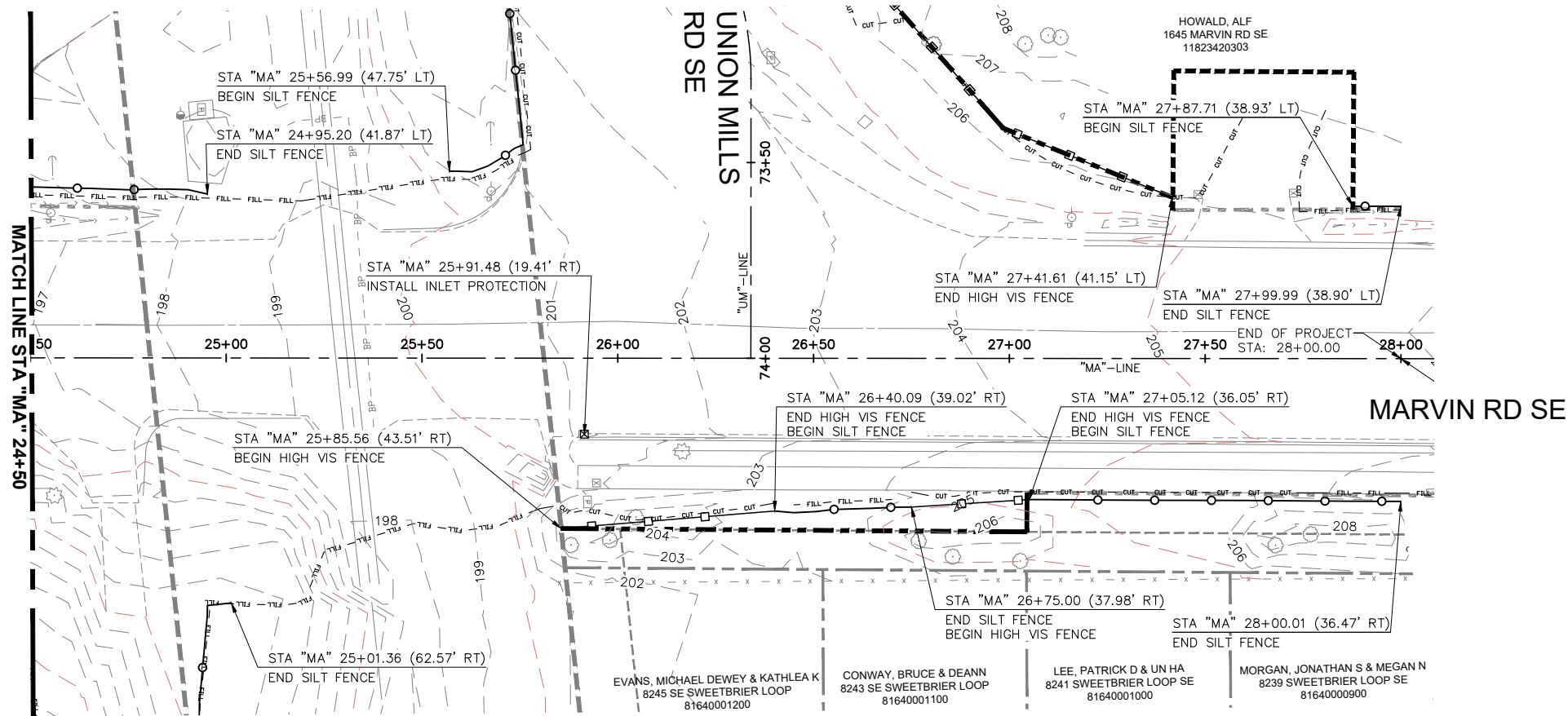
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Date
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MARVIN RD INTERSECTION IMPROVEMENTS
C.R.P. No. 61478 F.A. No. N/A

MARVIN RD EROSION CONTROL PLAN

Sheet
EC-02 PH1
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LEGEND

HIGH VIS SILT FENCE PER WSDOT STD PLAN I-30.17-01

EXISTING BNSF ROW

BIODEGRADABLE CHECK DAM PER WSDOT STD PLAN I-50.20-01

EXISTING RIGHT OF WAY

PROPOSED RIGHT OF WAY

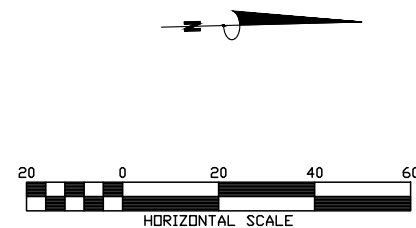
TEMPORARY CONSTRUCTION EASEMENT

APPROXIMATE PROPERTY LINE

HIGH VIS FENCE PER WSDOT STD PLAN I-10.10-01

INLET PROTECTION PER WSDOT STD PLAN I-40.20-00

- GENERAL NOTES**
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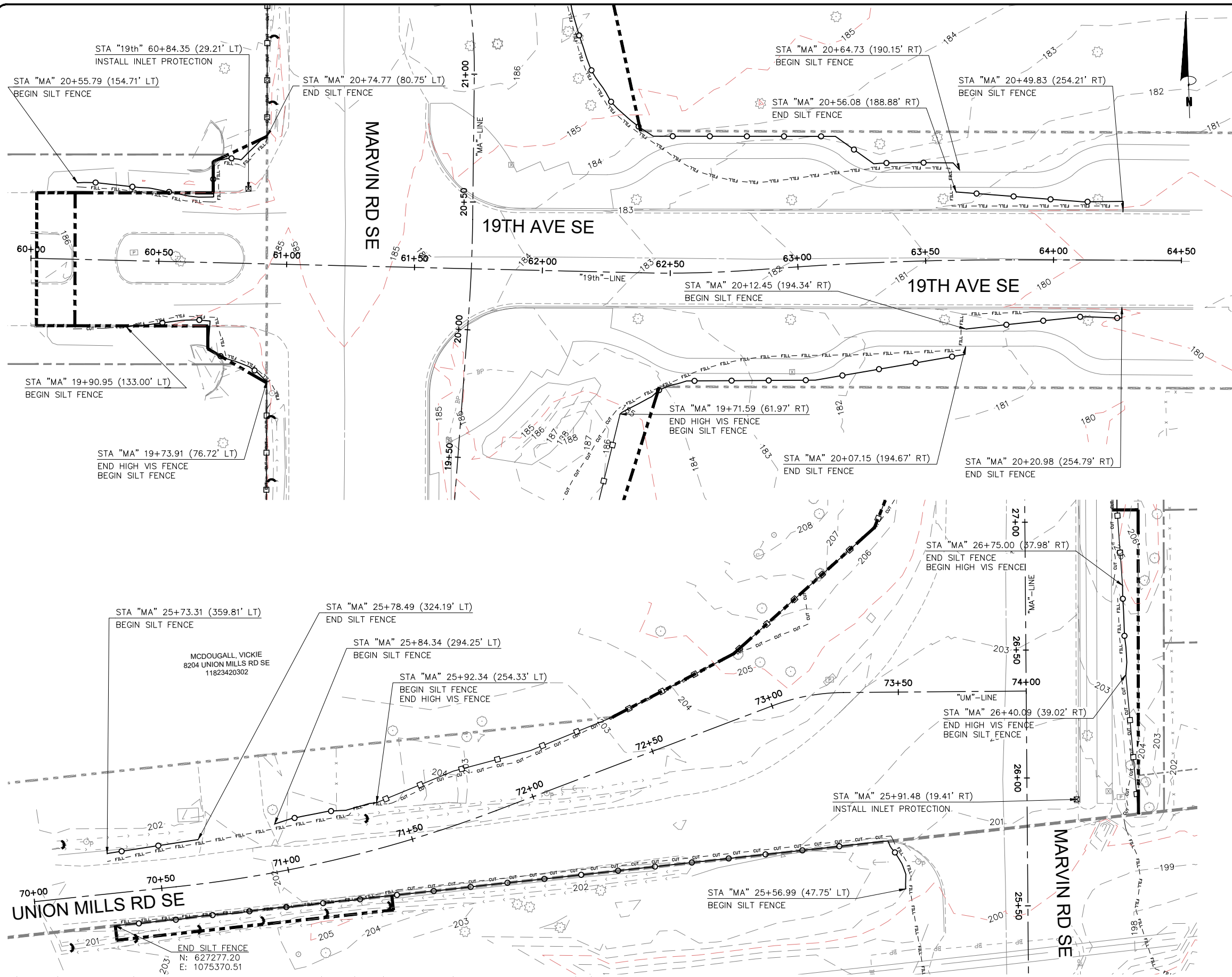
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Drafted: C. FRENCH
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Scale: AS NOTED

Revisions _____ Date _____
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MARVIN RD INTERSECTION IMPROVEMENTS
C.R.P. No. 61478 F.A. No. N/A

MARVIN RD EROSION CONTROL PLAN

Sheet
EC-03 PH1
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LEGEND

HIGH VIS SILT FENCE PER WSDOT STD PLAN I-30.17-01

EXISTING BNSF ROW

BIODEGRADABLE CHECK DAM PER WSDOT STD PLAN I-50.20-01

EXISTING RIGHT OF WAY

PROPOSED RIGHT OF WAY

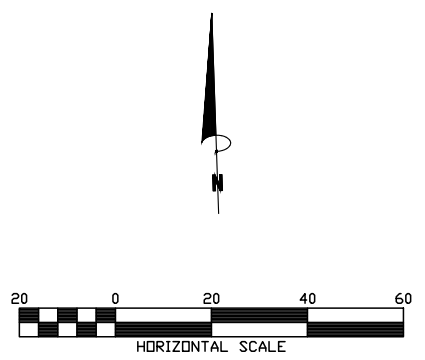
TEMPORARY CONSTRUCTION EASEMENT

APPROXIMATE PROPERTY LINE

HIGH VIS FENCE PER WSDOT STD PLAN I-10.10-01

INLET PROTECTION PER WSDOT STD PLAN I-40.20-00

- GENERAL NOTES**
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 2. SILT FENCE TO BE INSTALLED AT THE TOE OF ALL FILL SLOPES WITHIN COUNTY RIGHT OF WAY AND DEFINED EASEMENTS.
 3. CONTRACTOR TO INSTALL INLET PROTECTION ON ALL PROPOSED OR EXISTING STORM DRAIN INLETS WITHIN THE LIMITS OF THE PROJECT AND AN ADDITIONAL 500 FEET DOWNSTREAM.



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THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
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PRELIMINARY

Professional Engineer

Designed: C. FRENCH
Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

Revisions

Date

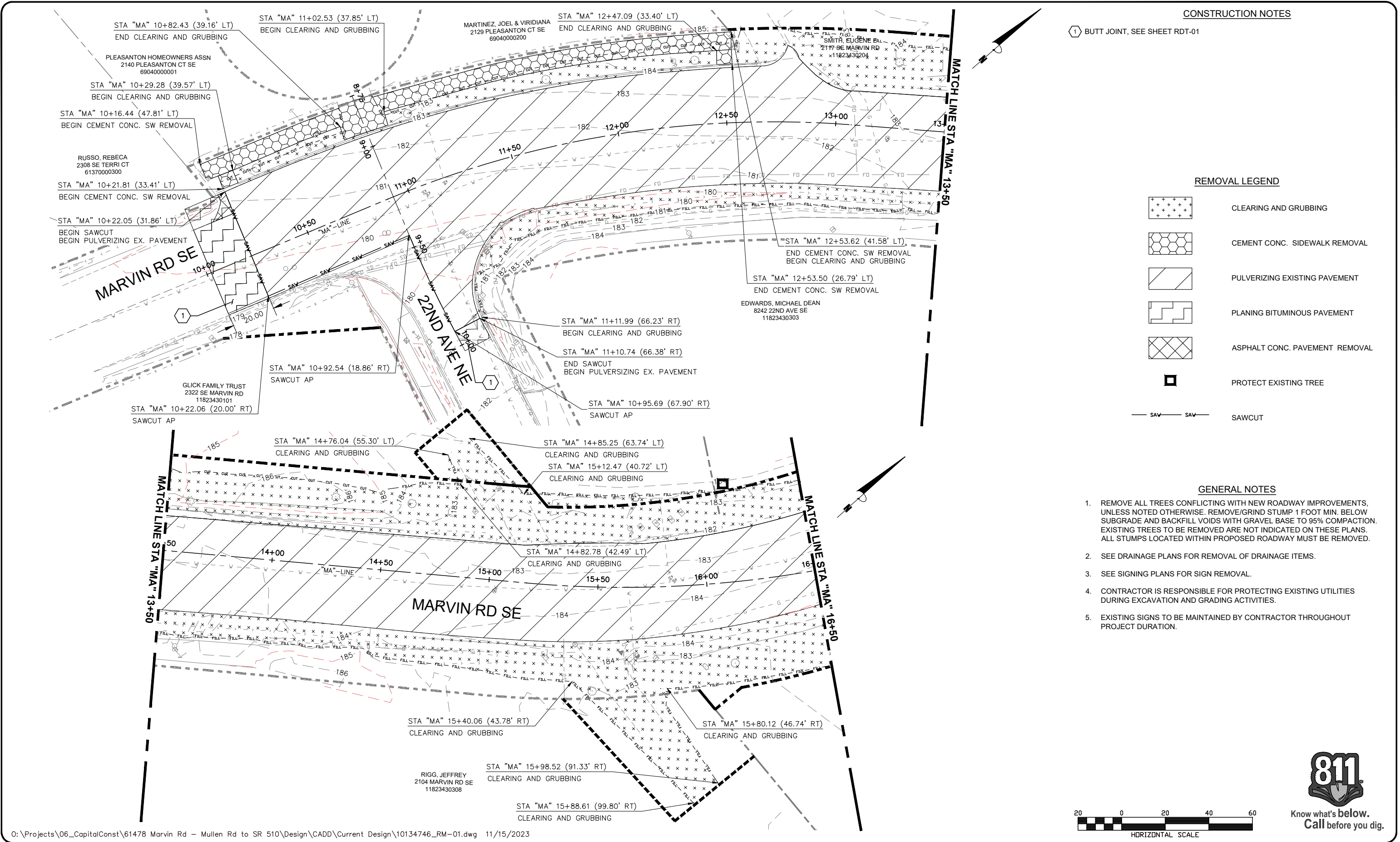
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MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

19TH AVE & UNION MILLS RD EROSION CONTROL PLAN

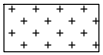
Sheet
EC-04 PH1
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CONSTRUCTION NOTES

1 BUTT JOINT, SEE SHEET RDT-01

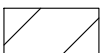
REMOVAL LEGEND



CLEARING AND GRUBBING



CEMENT CONC. SIDEWALK REMOVAL



PULVERIZING EXISTING PAVEMENT



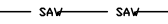
PLANING BITUMINOUS PAVEMENT



ASPHALT CONC. PAVEMENT REMOVAL



PROTECT EXISTING TREE



SAWCUT

GENERAL NOTES

1. REMOVE ALL TREES CONFLICTING WITH NEW ROADWAY IMPROVEMENTS, UNLESS NOTED OTHERWISE. REMOVE/GRIND STUMP 1 FOOT MIN. BELOW SUBGRADE AND BACKFILL VOIDS WITH GRAVEL BASE TO 95% COMPACTION. EXISTING TREES TO BE REMOVED ARE NOT INDICATED ON THESE PLANS. ALL STUMPS LOCATED WITHIN PROPOSED ROADWAY MUST BE REMOVED.
2. SEE DRAINAGE PLANS FOR REMOVAL OF DRAINAGE ITEMS.
3. SEE SIGNING PLANS FOR SIGN REMOVAL.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES DURING EXCAVATION AND GRADING ACTIVITIES.
5. EXISTING SIGNS TO BE MAINTAINED BY CONTRACTOR THROUGHOUT PROJECT DURATION.



Know what's below.
Call before you dig.



THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300



Designed: C. FRENCH
Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

Revisions Date
90% DRAFT

MARVIN RD INTERSECTION
IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

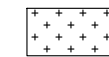
MARVIN RD REMOVAL PLAN

Sheet
RM-01
PH1
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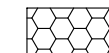
CONSTRUCTION NOTES

1 BUTT JOINT, SEE SHEET RDT-01

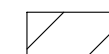
REMOVAL LEGEND



CLEARING AND GRUBBING



CEMENT CONC. SIDEWALK REMOVAL



PULVERIZING EXISTING PAVEMENT



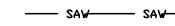
PLANING BITUMINOUS PAVEMENT



ASPHALT CONC. PAVEMENT REMOVAL



PROTECT EXISTING TREE



SAWCUT

GENERAL NOTES

1. REMOVE ALL TREES CONFLICTING WITH NEW ROADWAY IMPROVEMENTS, UNLESS NOTED OTHERWISE. REMOVE/GRIND STUMP 1 FOOT MIN. BELOW SUBGRADE AND BACKFILL VOIDS WITH GRAVEL BASE TO 95% COMPACTION. EXISTING TREES TO BE REMOVED ARE NOT INDICATED ON THESE PLANS. ALL STUMPS LOCATED WITHIN PROPOSED ROADWAY MUST BE REMOVED.
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4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES DURING EXCAVATION AND GRADING ACTIVITIES.
5. EXISTING SIGNS TO BE MAINTAINED BY CONTRACTOR THROUGHOUT PROJECT DURATION.



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THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300



Designed: C. FRENCH
Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

Revisions _____ Date _____
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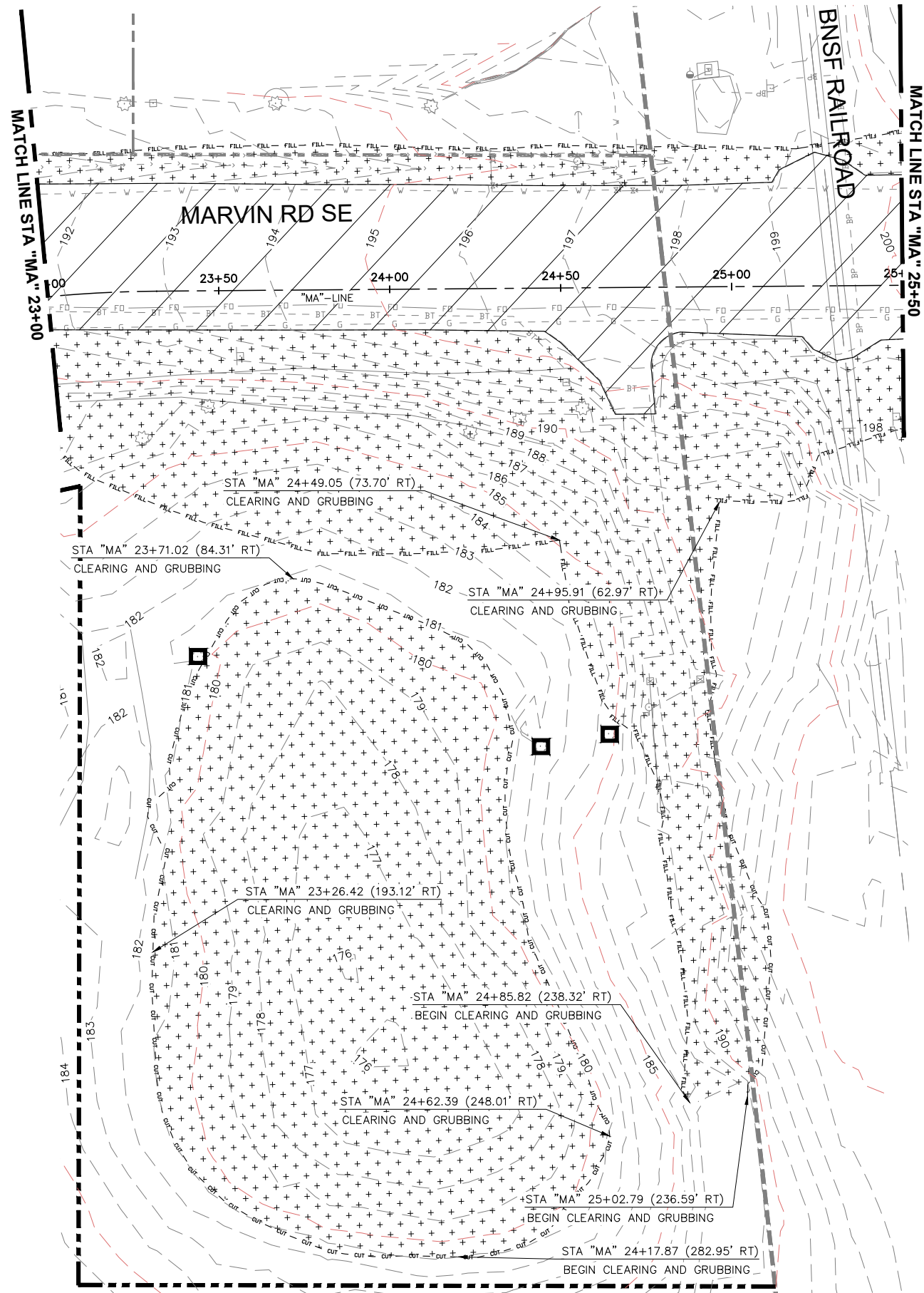
MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478

F.A. No. N/A

MARVIN RD REMOVAL PLAN

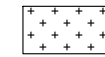
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PH1
11 of 78



CONSTRUCTION NOTES

1 BUTT JOINT, SEE SHEET RDT-01

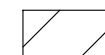
REMOVAL LEGEND



CLEARING AND GRUBBING



CEMENT CONC. SIDEWALK REMOVAL



PULVERIZING EXISTING PAVEMENT



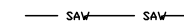
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ASPHALT CONC. PAVEMENT REMOVAL



PROTECT EXISTING TREE



SAWCUT

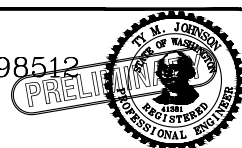
GENERAL NOTES

1. REMOVE ALL TREES CONFLICTING WITH NEW ROADWAY IMPROVEMENTS, UNLESS NOTED OTHERWISE. REMOVE/GRIND STUMP 1 FOOT MIN. BELOW SUBGRADE AND BACKFILL VOIDS WITH GRAVEL BASE TO 95% COMPACTION. EXISTING TREES TO BE REMOVED ARE NOT INDICATED ON THESE PLANS. ALL STUMPS LOCATED WITHIN PROPOSED ROADWAY MUST BE REMOVED.
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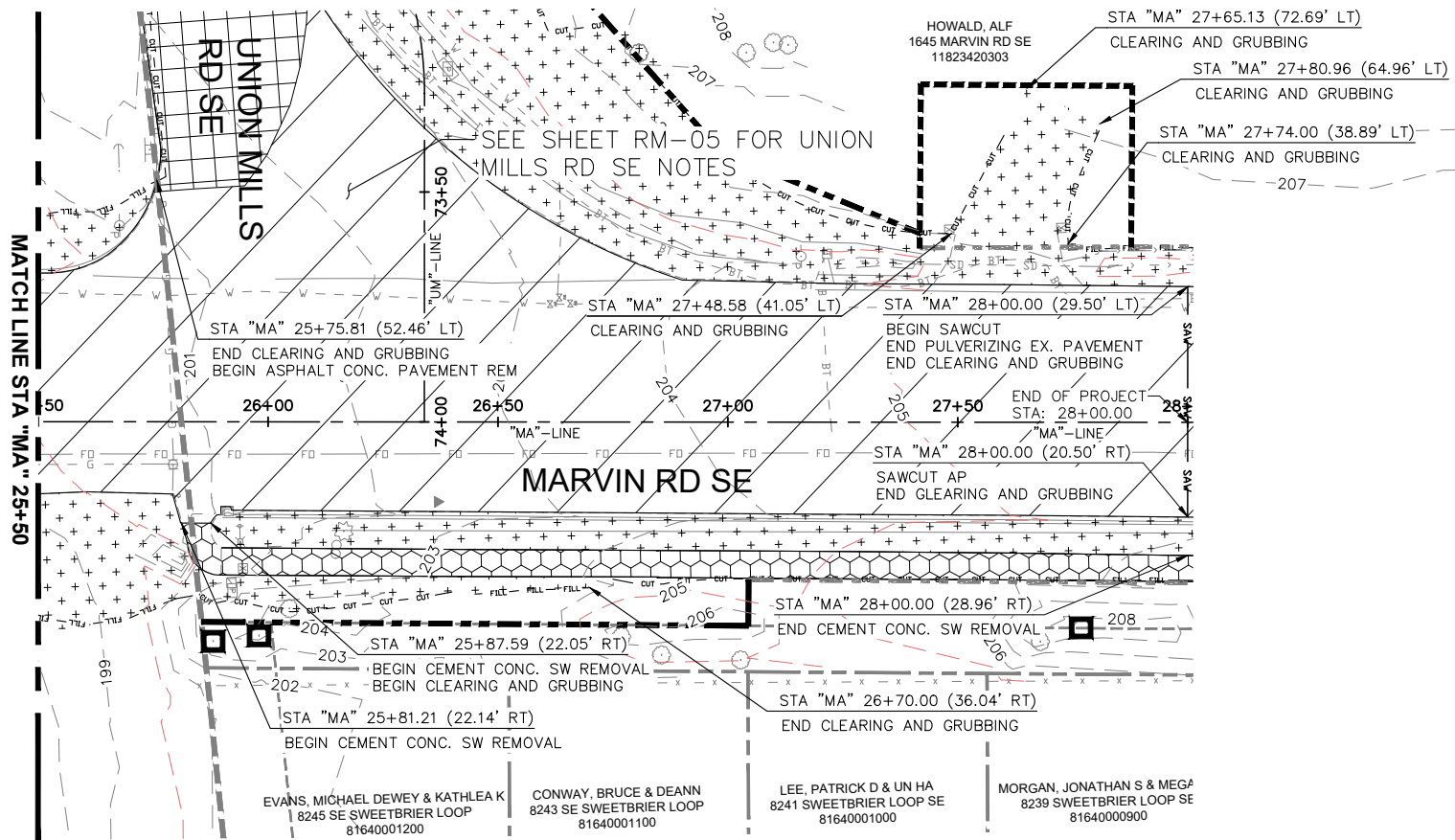
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MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

MARVIN RD REMOVAL PLAN

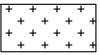
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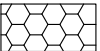
CONSTRUCTION NOTES

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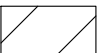
REMOVAL LEGEND



CLEARING AND GRUBBING



CEMENT CONC. SIDEWALK REMOVAL



PULVERIZING EXISTING PAVEMENT



PLANING BITUMINOUS PAVEMENT



ASPHALT CONC. PAVEMENT REMOVAL



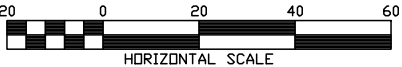
PROTECT EXISTING TREE



SAWCUT

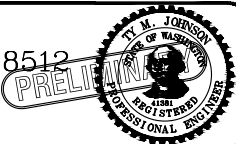
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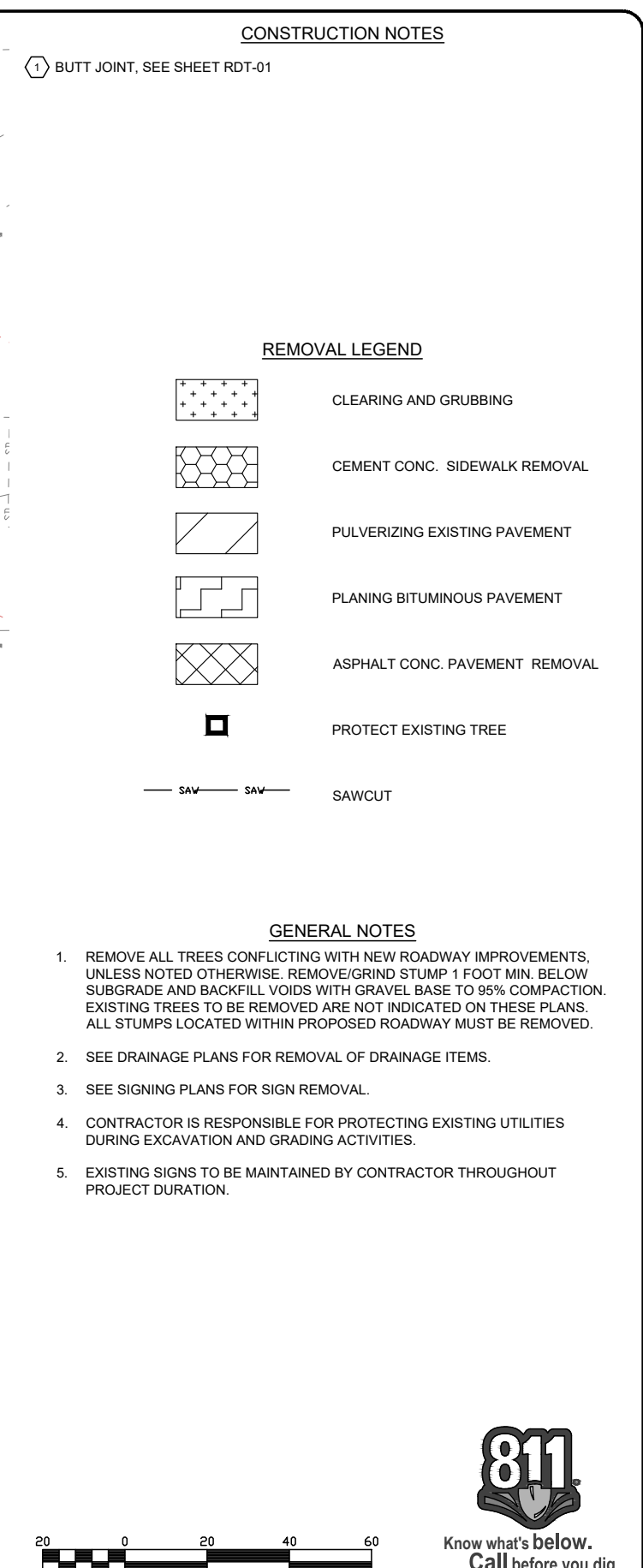
Revisions Date
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MARVIN RD INTERSECTION
IMPROVEMENTS

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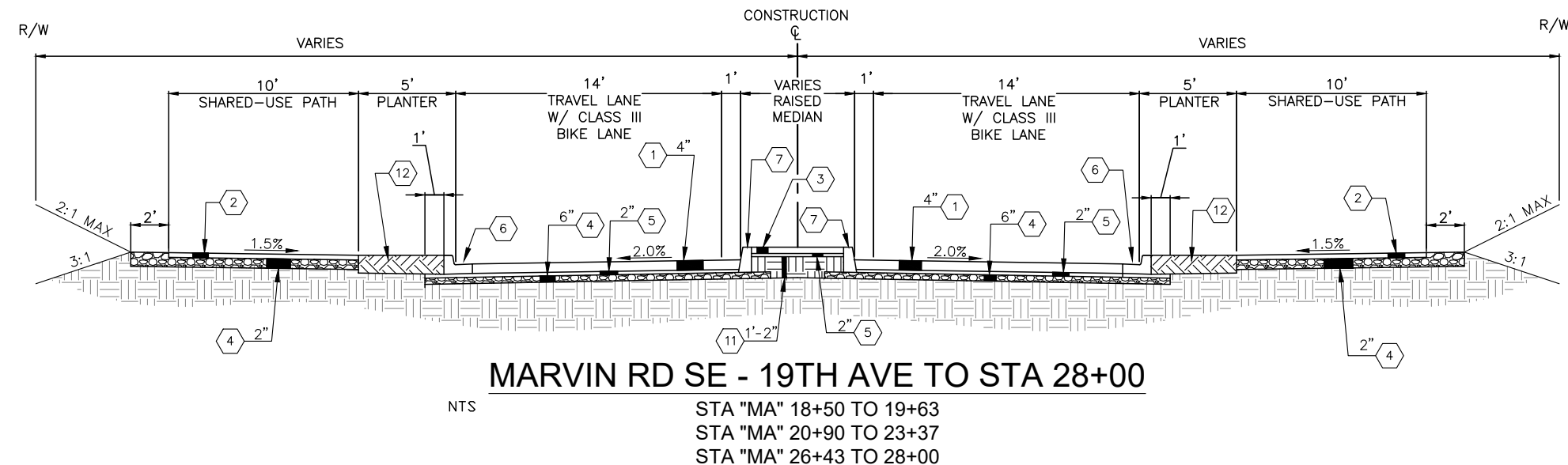
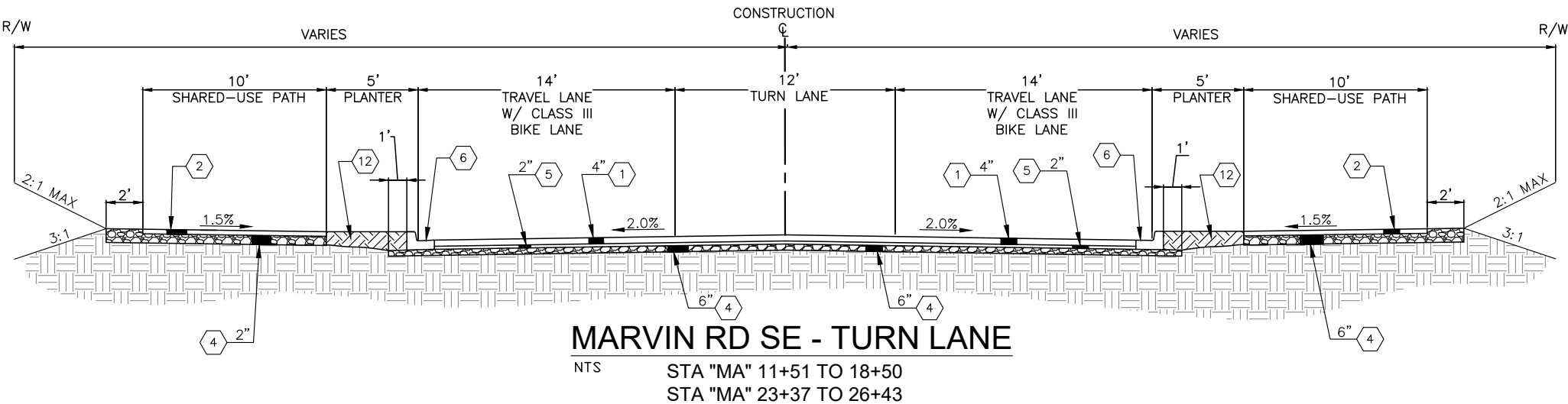
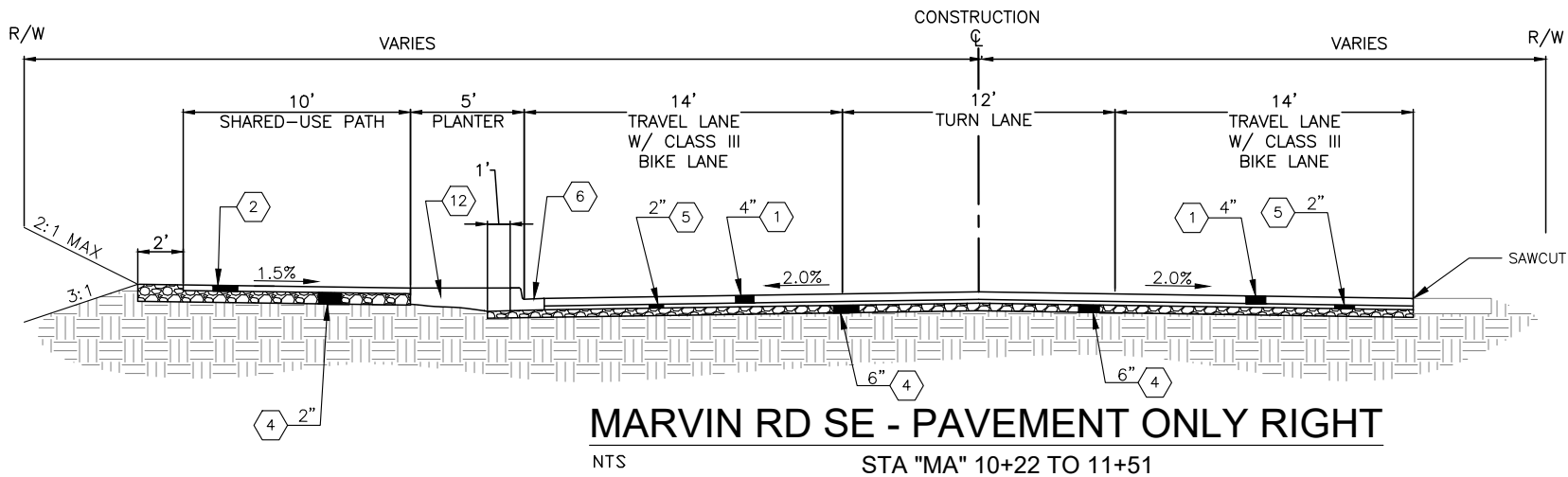
MARVIN RD REMOVAL PLAN

Sheet
RM-04
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SURFACING LEGEND

- 1 FIBER REINFORCED HMA CL. 1/2", PG 70-22ER
- 2 COMMERCIAL HMA, 3" COMPACTED DEPTH
- 3 CEMENT CONCRETE SPLITTER ISLAND, 4" DEPTH CEMENT CONCRETE PAVING PATTERN
- 4 CRUSHED SURFACING BASE COURSE
- 5 CRUSHED SURFACING TOP COURSE
- 6 CEMENT CONCRETE CURB AND GUTTER PER WSDOT STD. PLAN F-10.12-04
- 7 CEMENT CONCRETE TRAFFIC CURB
- 8 MODIFIED CEMENT CONCRETE TRAFFIC CURB
- 9 CEMENT CONCRETE TRUCK APRON CURB AND GUTTER
- 10 CEMENT CONCRETE TRUCK APRON, 8" DEPTH CEMENT CONCRETE PAVING PATTERN
- 11 COMMON BORROW COMPACTED TO 95% DENSITY
- 12 SEE LANDSCAPING DRAWINGS FOR PLANTER STRIP DETAILS
- 13 NOT USED IN PHASE 1



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MARVIN RD INTERSECTION
IMPROVEMENTS

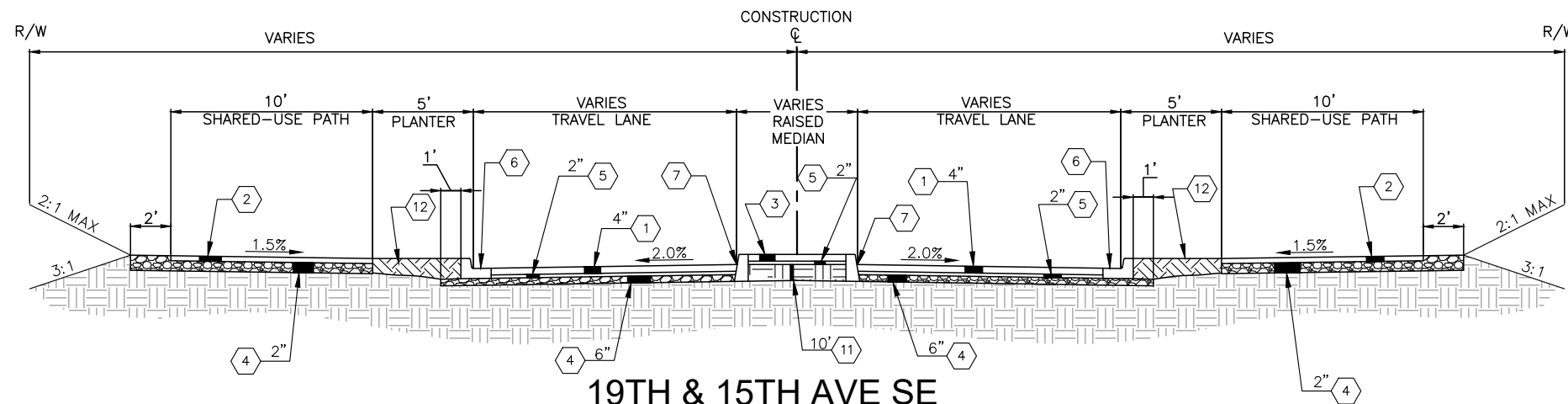
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TYPICAL ROADWAY SECTIONS

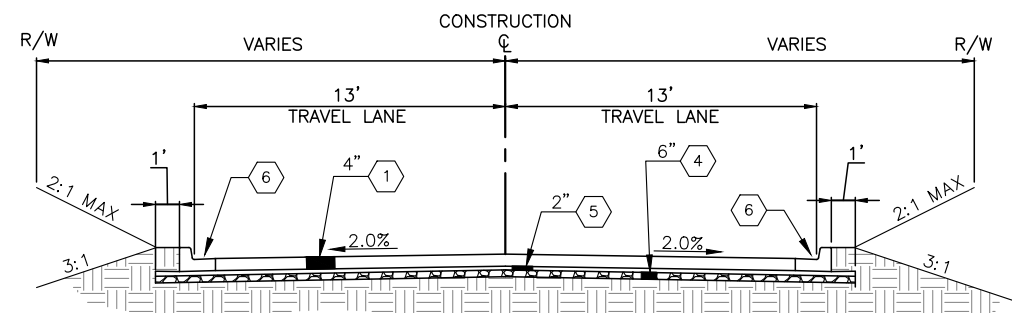
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SURFACING LEGEND

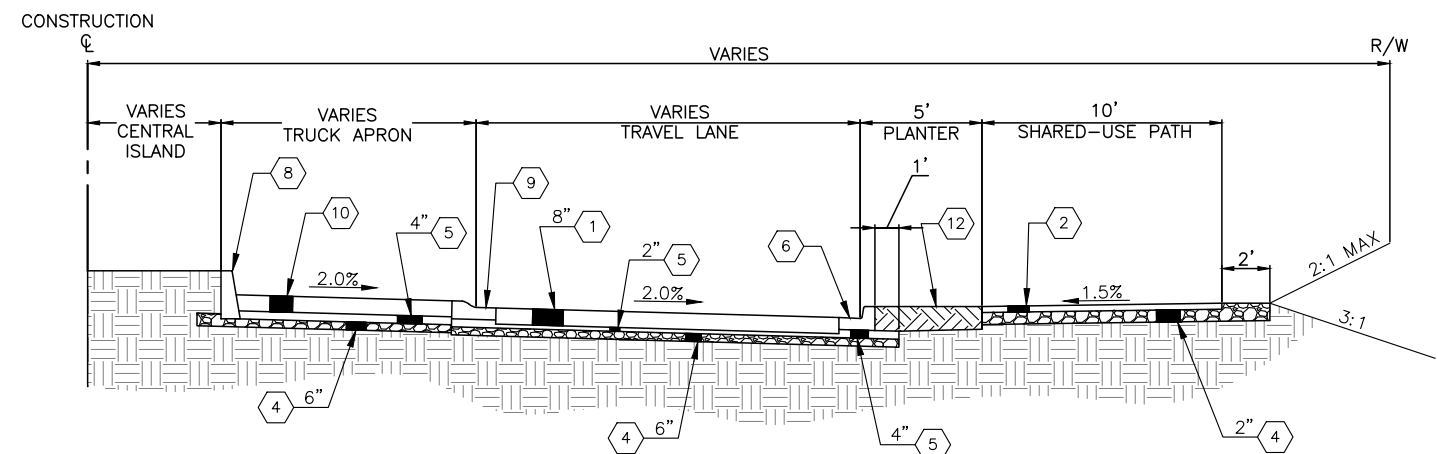
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- 12 SEE LANDSCAPING DRAWINGS FOR PLANTER STRIP DETAILS
- 13 NOT USED IN PHASE 1



19TH & 15TH AVE SE
 NTS STA "19TH" 60+17 TO 61+02
 STA "19TH" 62+35 TO 64+25



UNION MILLS RD SE
 NTS STA "UM" 70+30 TO 73+69



ROUNDAABOUT
 NTS STA "MA" 19+63 TO 20+90 STA "19TH" 61+02 TO 62+35

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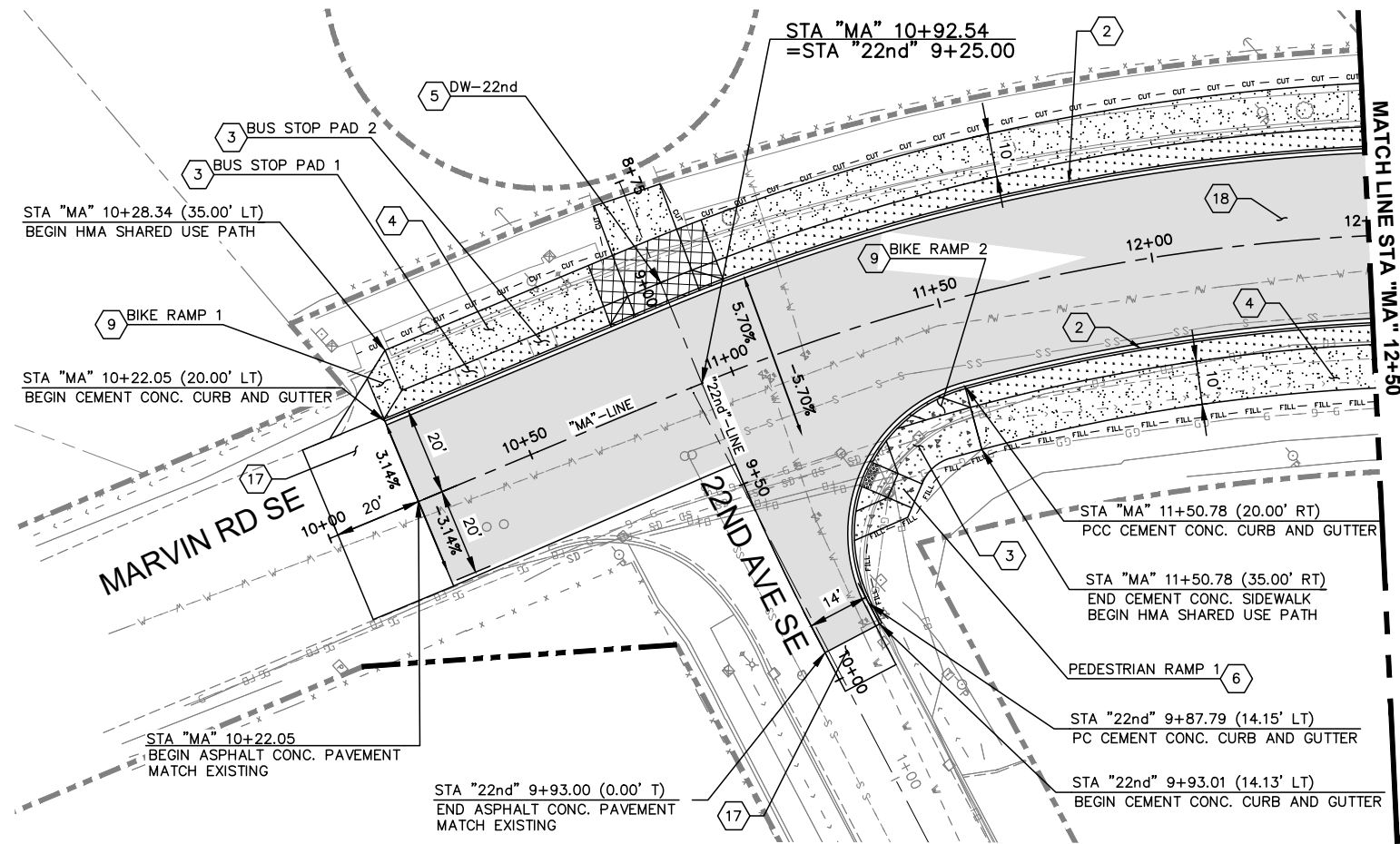
Revisions _____ Date _____
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MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

TYPICAL ROADWAY SECTIONS

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 XS-02 PH1
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CONSTRUCTION NOTES

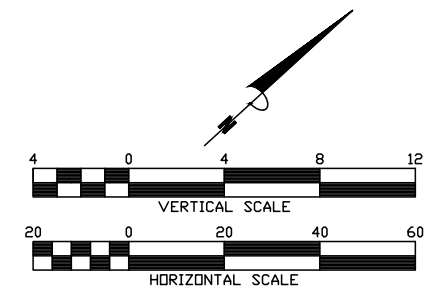
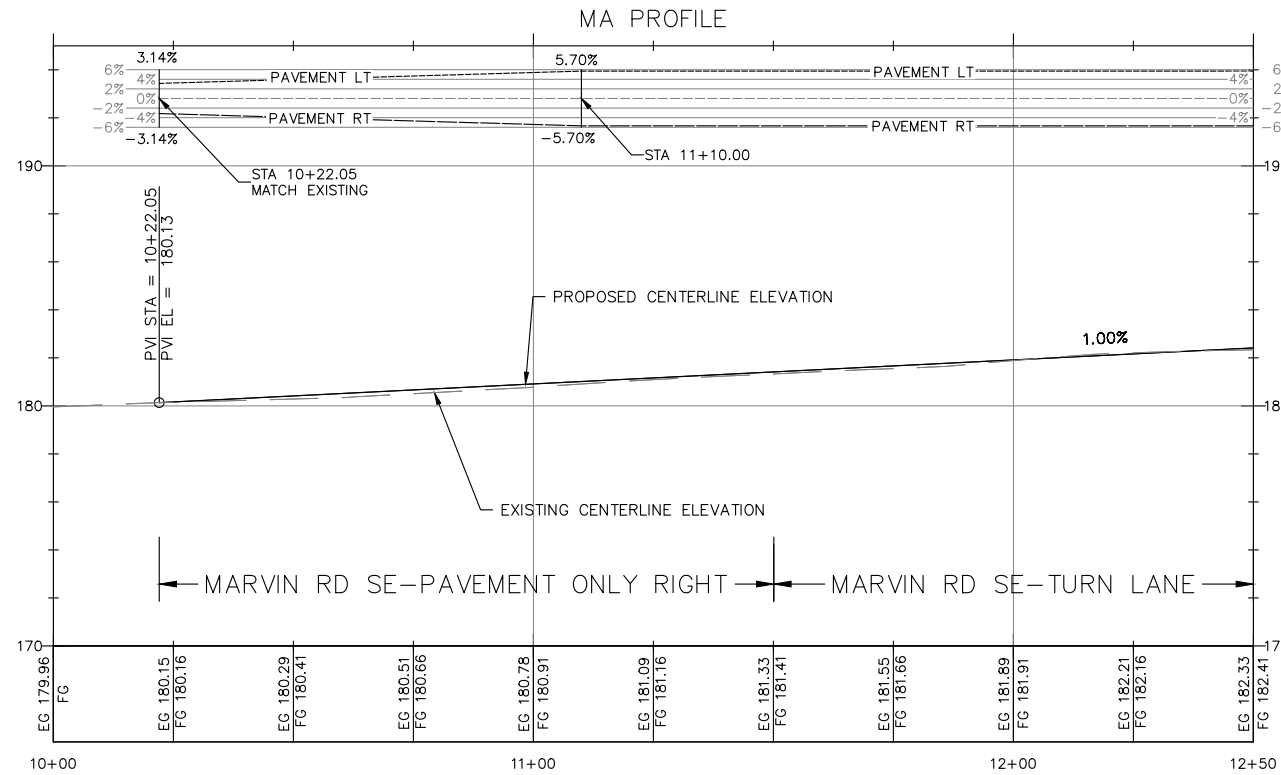
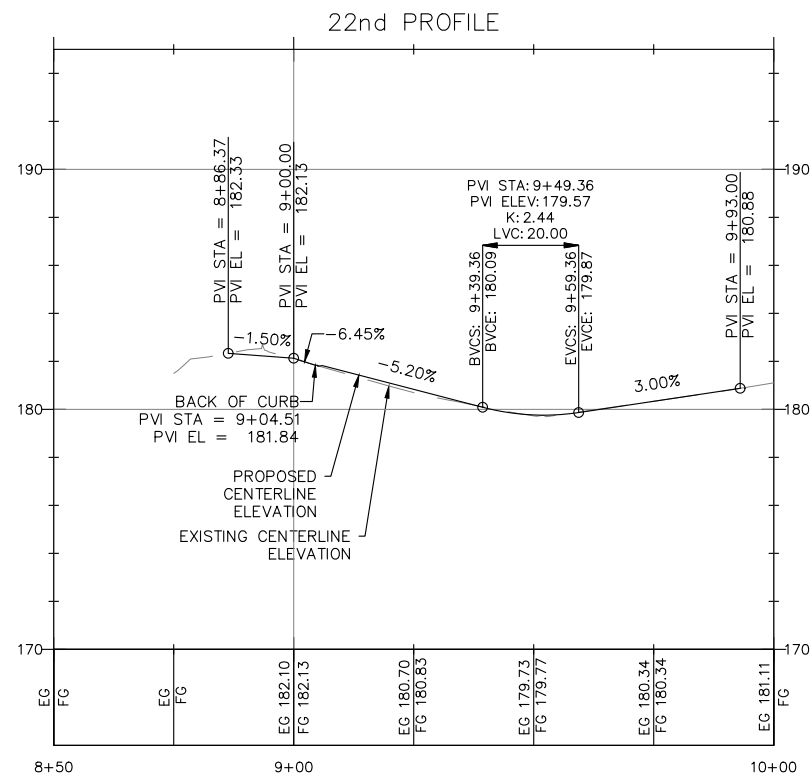
- 1 ROUNDABOUT SPLITTER ISLAND NOSING CURB PER WSDOT STD. PLAN F-10.18-01
- 2 CEMENT CONC. TRAFFIC CURB AND GUTTER PER WSDOT STD. PLAN F-10.12-03
- 3 CEMENT CONC. SIDEWALK PER WSDOT STD. PLAN F-30.10-03
- 4 HMA SHARED USE PATH PER TYPICAL SECTIONS
- 5 CONSTRUCT CEMENT CONC. DRIVEWAY ENTRANCE, SEE SHEETS DW-01 - DW-05
- 6 CONSTRUCT CEMENT CONC. CURB RAMP, SEE SHEET RDT-03
- 7 CEMENT CONC. SPLITTER/MEDIAN ISLAND, SEE SHEETS RDT-01 & RDT-04 - RDT-07
- 8 CEMENT CONC. TRUCK APRON, SEE SHEET RDT-01
- 9 CEMENT CONC. CURB RAMP FOR BIKE ACCESS, SEE SHEETS RDT-14 - RDT-15
- 10 NOT USED IN PHASE 1
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- 12 MODIFIED CEMENT CONCRETE TRAFFIC CURB, SEE SHEET RDT-01
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- 14 NOT USED IN PHASE 1
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- 16 RAILROAD GRADE CROSSING, SEE SHEET RDT-19
- 17 BUTT JOINT, SEE SHEET RDT-01
- 18 CONSTRUCT ROADWAY SECTION PER TYPICAL ROADWAY SECTIONS NOTED AT THE BOTTOM OF PROFILE VIEW

GENERAL NOTES

1. ALL CURB AND GUTTER STATION/OFFSETS ARE MEASURED AT FACE OF CURB (FLOWLINE), AND PLANTER AREAS ARE MEASURED FROM FACE OF CURB TO FACE OF SIDEWALK.
2. SEE GRADING PLAN FOR FLOWLINE HORIZONTAL AND VERTICAL INFORMATION.
3. REMOVE EXISTING MAILBOXES AND INSTALL NEW MAILBOXES PER STD. PLAN H-70.10 & H-70.20.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES DURING EXCAVATION AND GRADING ACTIVITIES.

HATCH LEGEND

- | | |
|--|--|
| | HMA |
| | CEMENT CONC. SIDEWALK |
| | DRIVEWAY |
| | TRUNCATED DOMES |
| | CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN |



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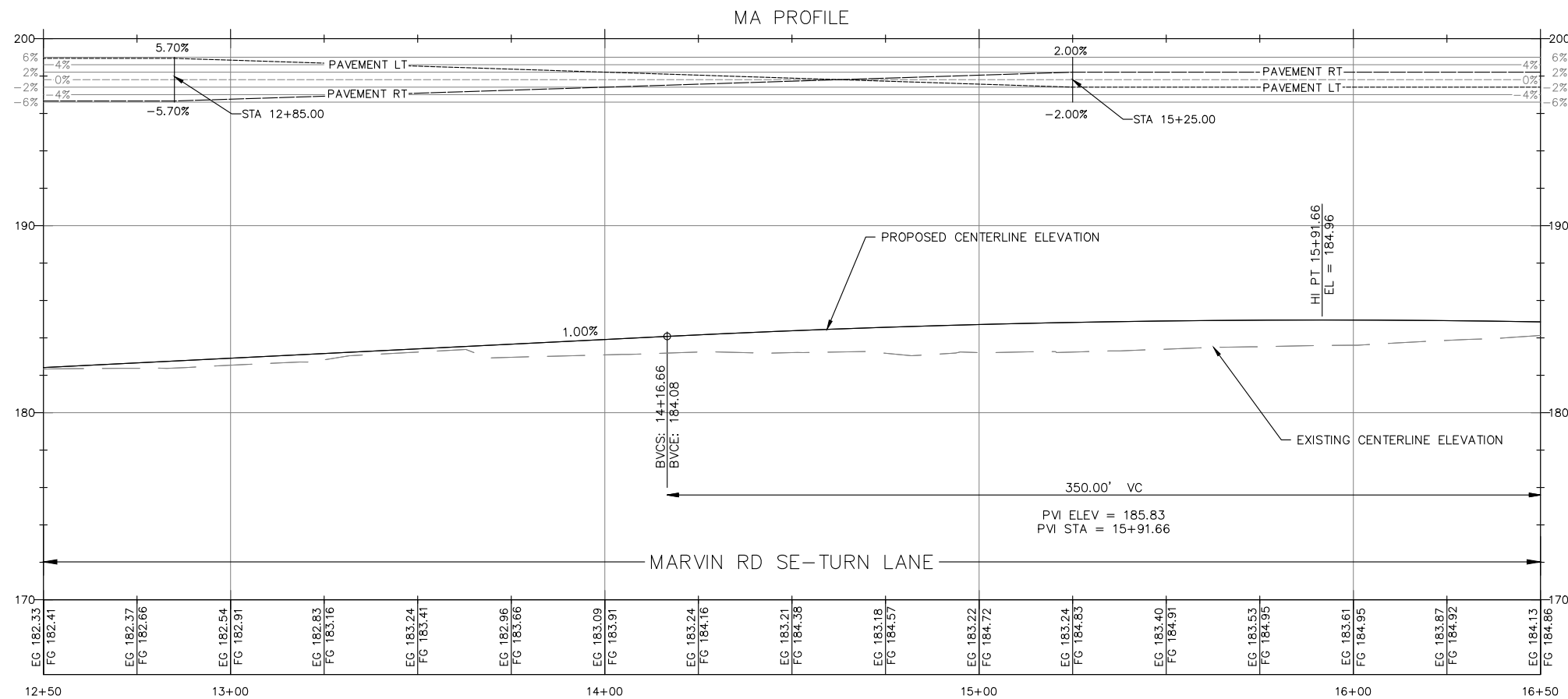
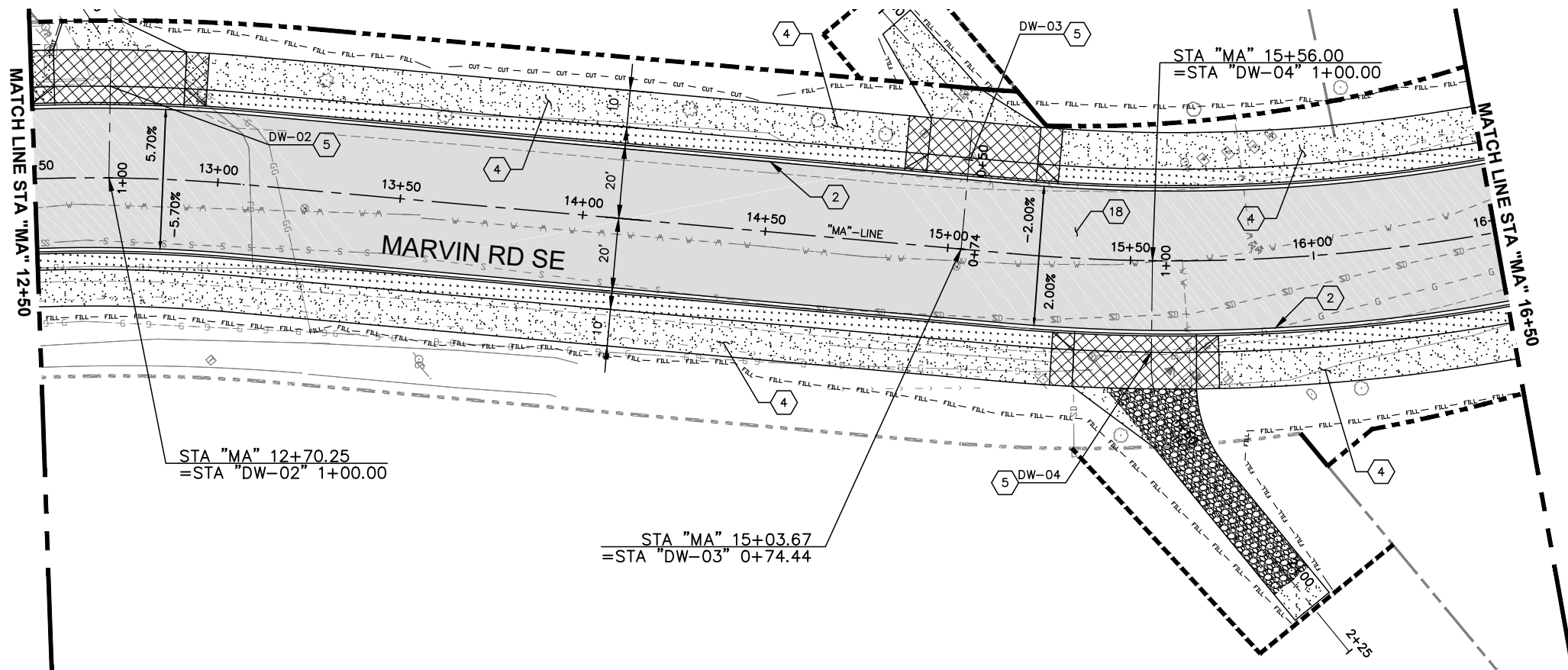
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MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

MARVIN RD PLAN AND PROFILE

Sheet
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CONSTRUCTION NOTES

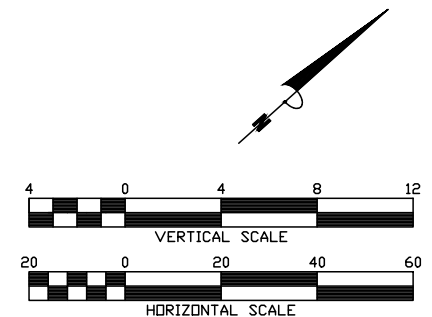
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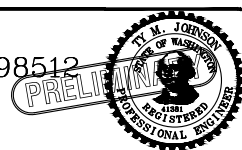
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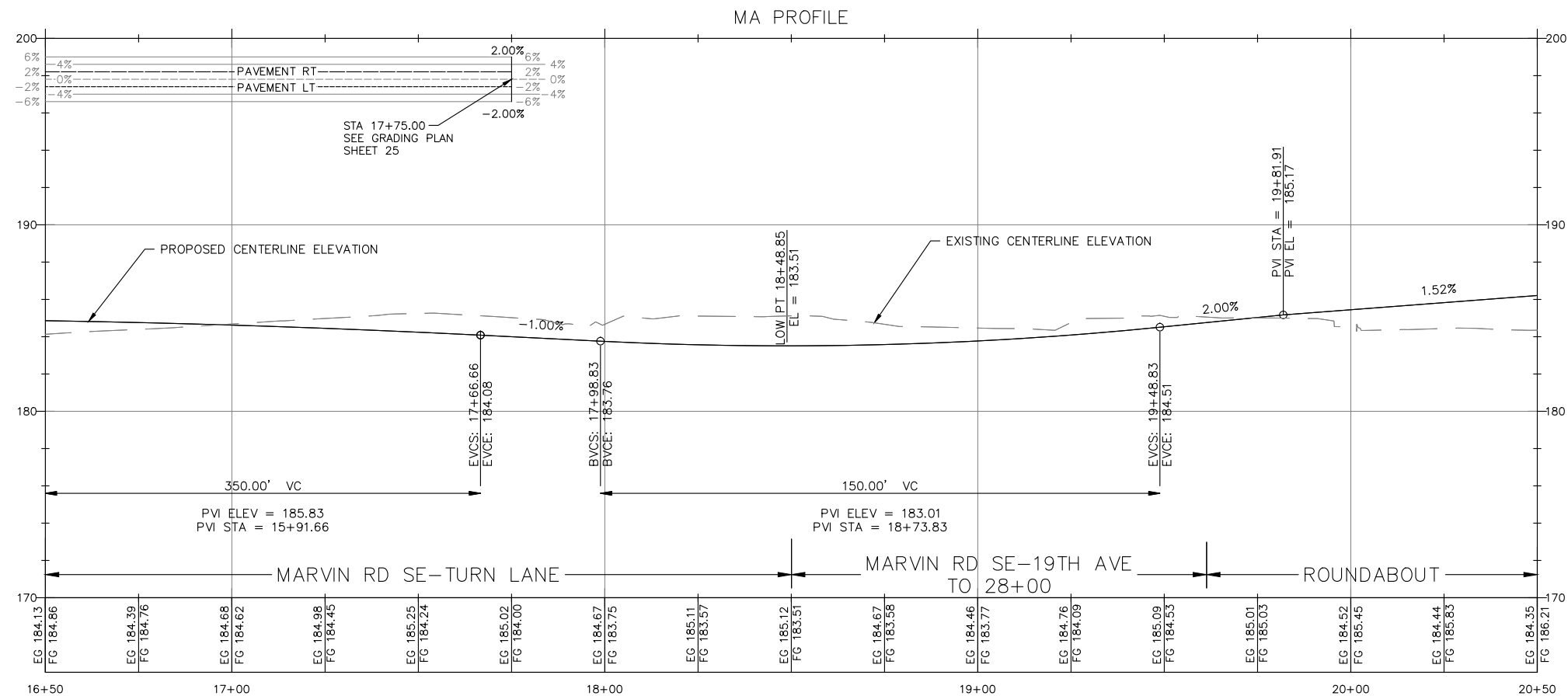
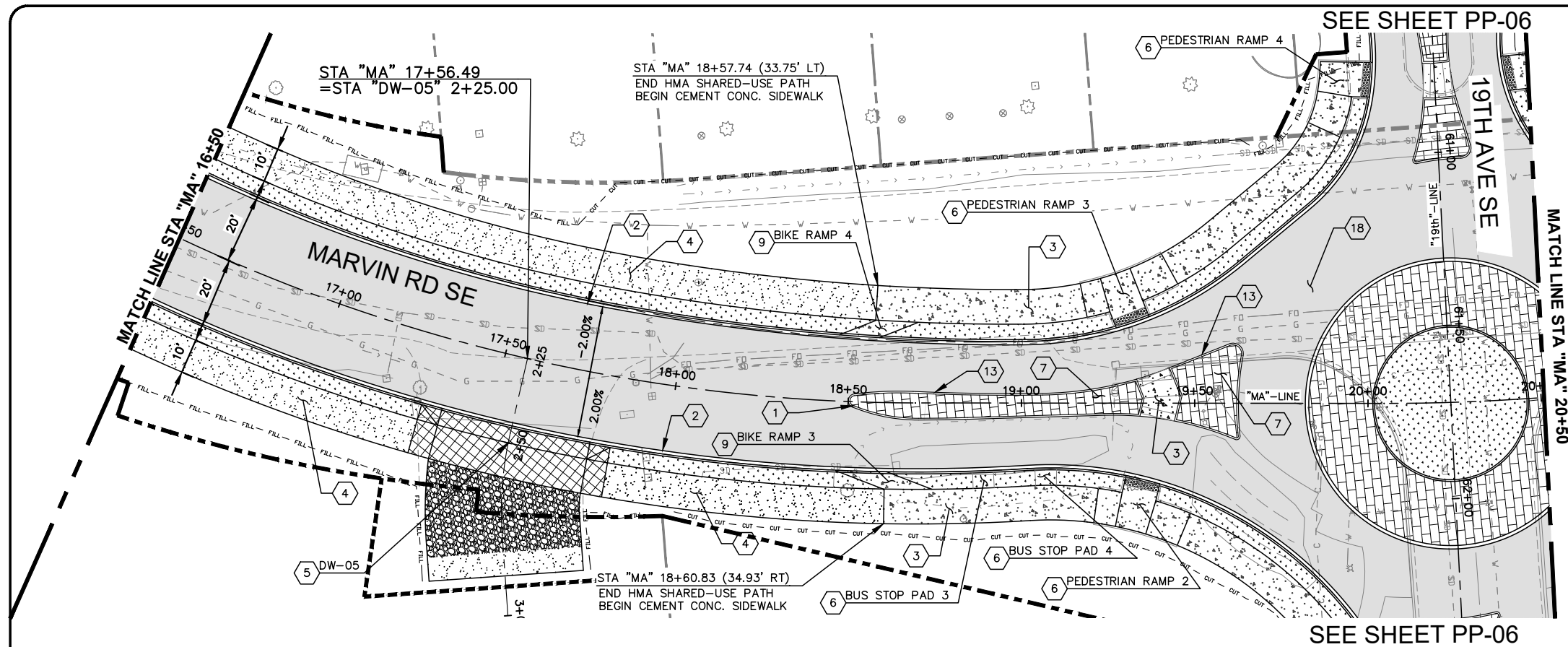
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MARVIN RD PLAN AND PROFILE

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CONSTRUCTION NOTES

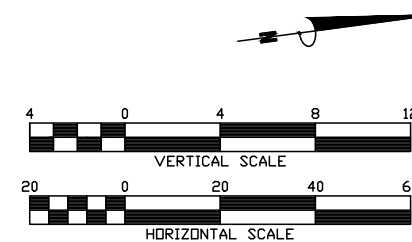
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	DRIVEWAY
	TRUNCATED DOMES
	CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN



Know what's below.
Call before you dig.

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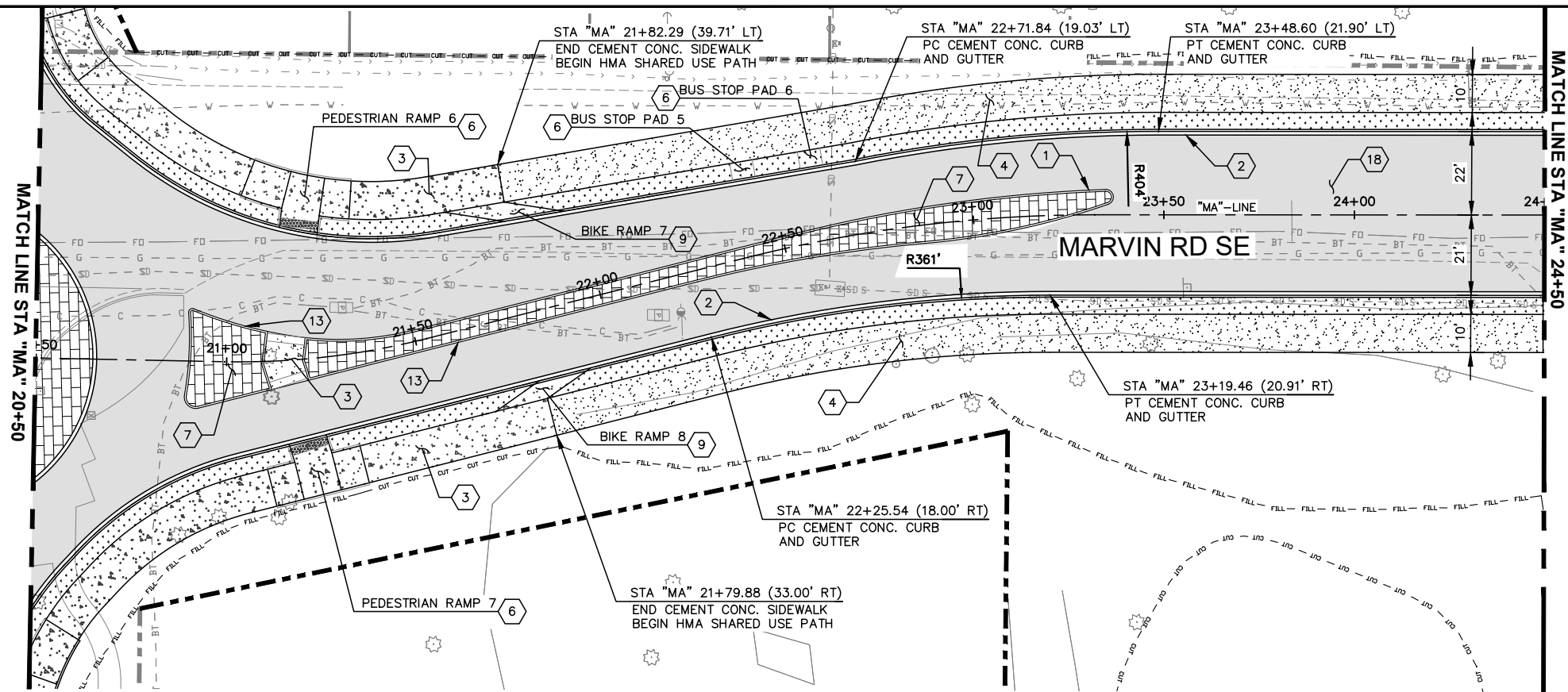
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MARVIN RD INTERSECTION
IMPROVEMENTS

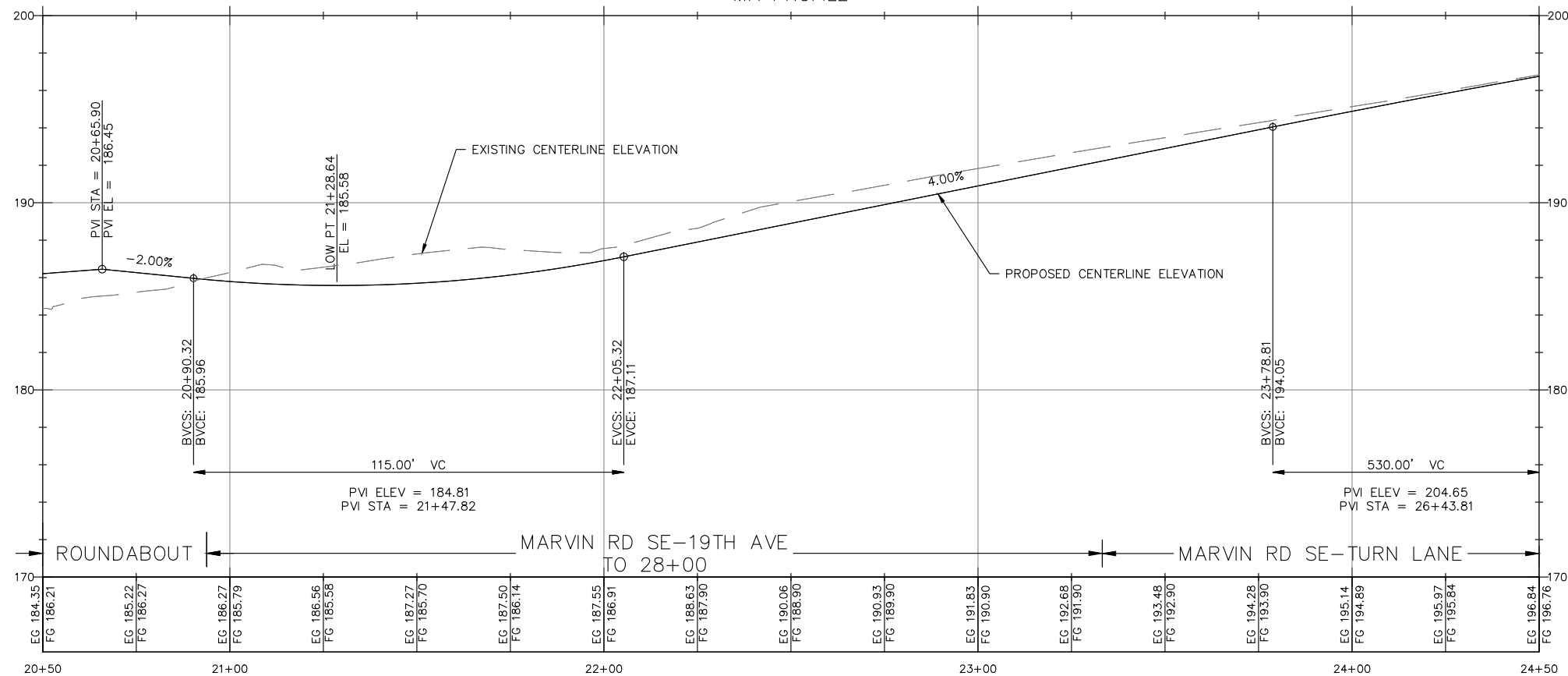
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MARVIN RD PLAN AND PROFILE

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of
77



MA PROFILE



CONSTRUCTION NOTES

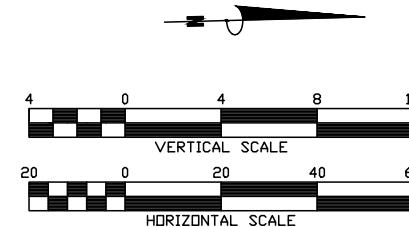
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12. MODIFIED CEMENT CONCRETE TRAFFIC CURB, SEE SHEET RDT-01
13. CEMENT CONC. TRAFFIC CURB PER WSDOT STD. PLAN F-10.12-03
14. NOT USED IN PHASE 1
15. DUAL-FACED CEMENT CONC. TRAFFIC CURB PER WSDOT STD. PLAN F-10.12-03
16. RAILROAD GRADE CROSSING, SEE SHEET RDT-19
17. BUTT JOINT, SEE SHEET RDT-01
18. CONSTRUCT ROADWAY SECTION PER TYPICAL ROADWAY SECTIONS NOTED AT THE BOTTOM OF PROFILE VIEW

GENERAL NOTES

1. ALL CURB AND GUTTER STATION/OFFSETS ARE MEASURED AT FACE OF CURB (FLOWLINE), AND PLANTER AREAS ARE MEASURED FROM FACE OF CURB TO FACE OF SIDEWALK.
2. SEE GRADING PLAN FOR FLOWLINE HORIZONTAL AND VERTICAL INFORMATION.
3. REMOVE EXISTING MAILBOXES AND INSTALL NEW MAILBOXES PER STD. PLAN H-70.10 & H-70.20.
4. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES DURING EXCAVATION AND GRADING ACTIVITIES.

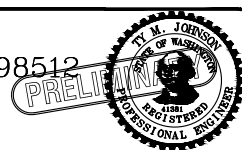
HATCH LEGEND

	HMA
	CEMENT CONC. SIDEWALK
	DRIVEWAY
	TRUNCATED DOMES
	CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN



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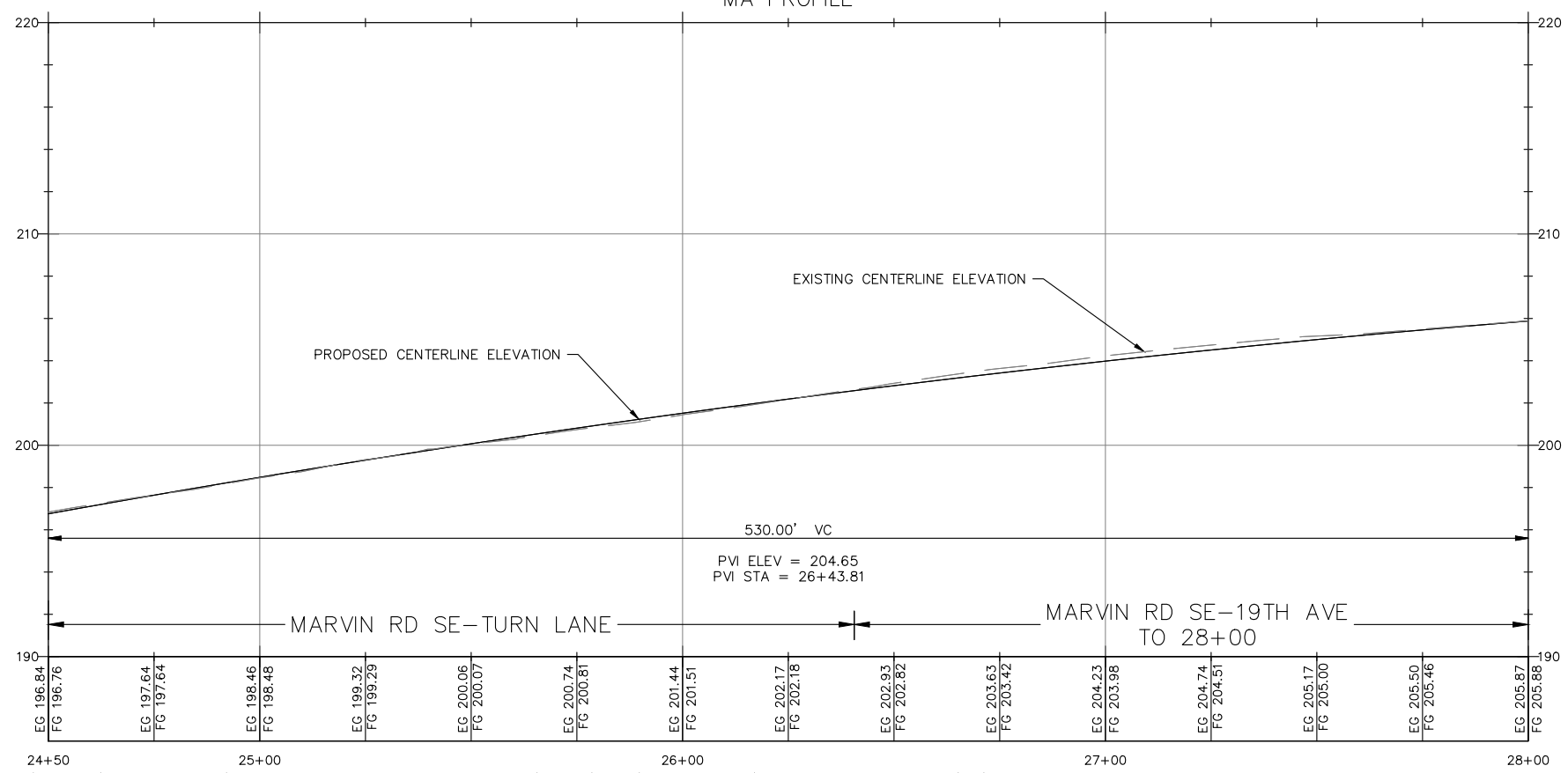
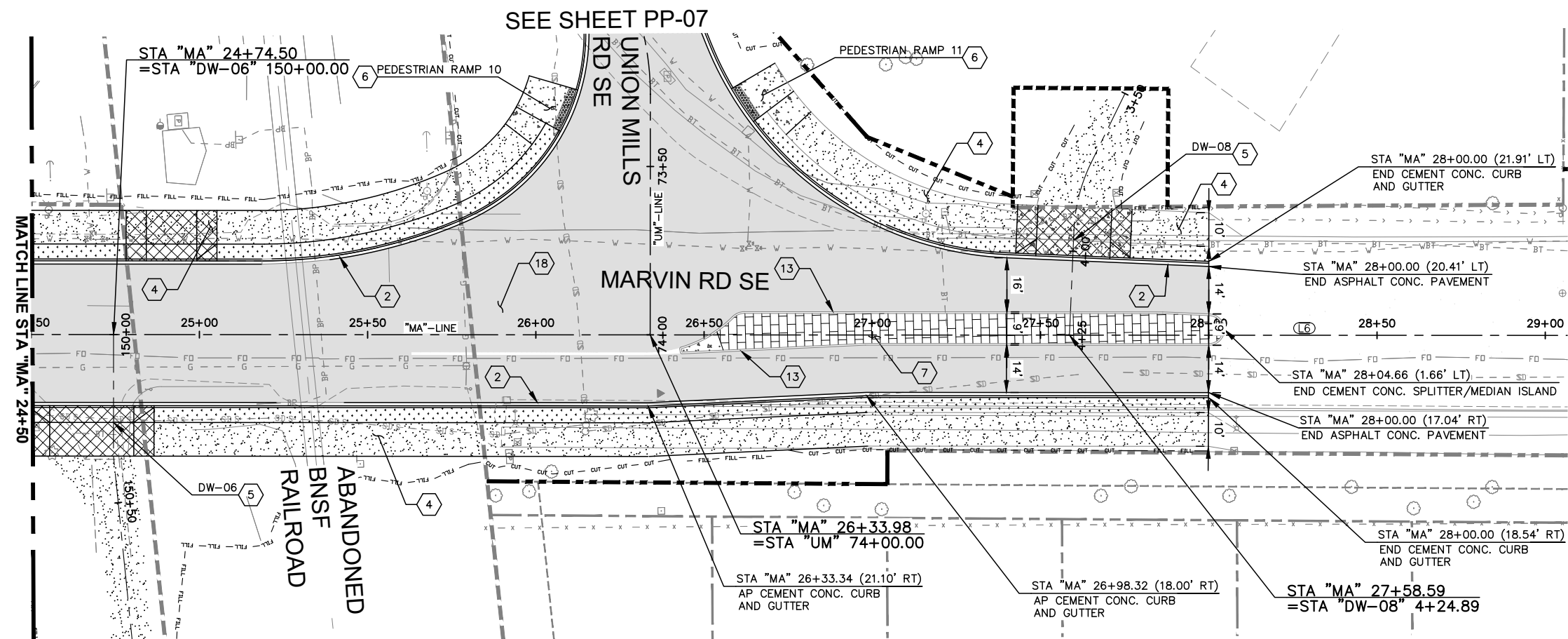
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MARVIN RD INTERSECTION IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

MARVIN RD PLAN AND PROFILE

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CONSTRUCTION NOTES

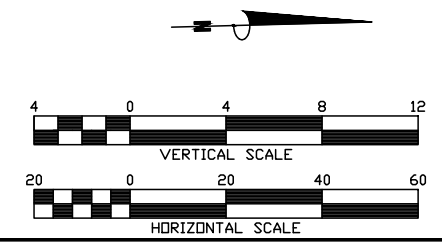
- 1 ROUNDABOUT SPLITTER ISLAND NOSING CURB PER WSDOT STD. PLAN F-10.18-01
- 2 CEMENT CONC. TRAFFIC CURB AND GUTTER PER WSDOT STD. PLAN F-10.12-03
- 3 CEMENT CONC. SIDEWALK PER WSDOT STD. PLAN F-30.10-03
- 4 HMA SHARED USE PATH PER TYPICAL SECTIONS
- 5 CONSTRUCT CEMENT CONC. DRIVEWAY ENTRANCE, SEE SHEETS DW-01 - DW-05
- 6 CONSTRUCT CEMENT CONC. CURB RAMP, SEE SHEET RDT-03
- 7 CEMENT CONC. SPLITTER/MEDIAN ISLAND, SEE SHEETS RDT-01 & RDT-04 - RDT-07
- 8 CEMENT CONC. TRUCK APRON, SEE SHEET RDT-01
- 8 CEMENT CONC. CURB RAMP FOR BIKE ACCESS, SEE SHEETS RDT-14 - RDT-15
- 10 NOT USED IN PHASE 1
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- 12 MODIFIED CEMENT CONCRETE TRAFFIC CURB, SEE SHEET RDT-01
- 13 CEMENT CONC. TRAFFIC CURB PER WSDOT STD. PLAN F-10.12-03
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HATCH LEGEND

- HMA
- CEMENT CONC. SIDEWALK
- DRIVEWAY
- TRUNCATED DOMES
- CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN



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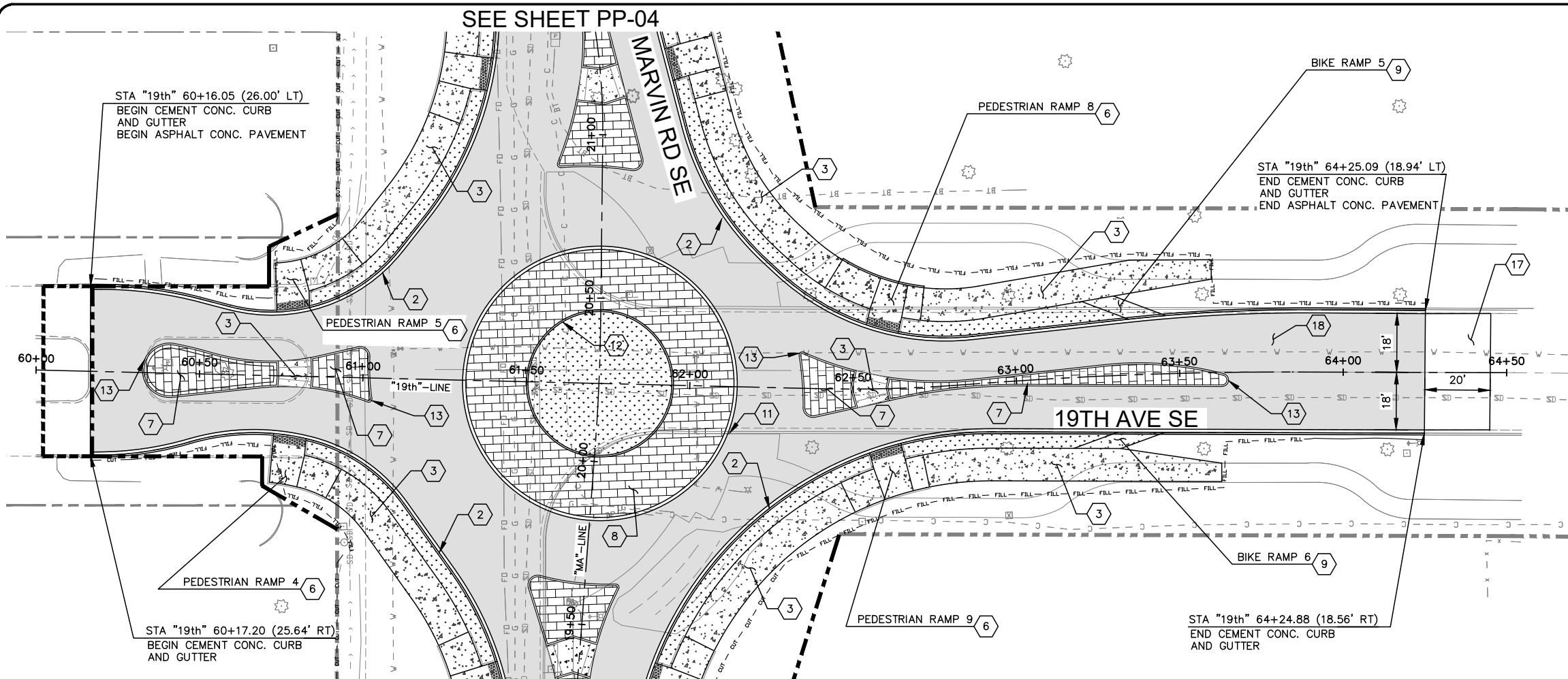
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MARVIN RD INTERSECTION IMPROVEMENTS

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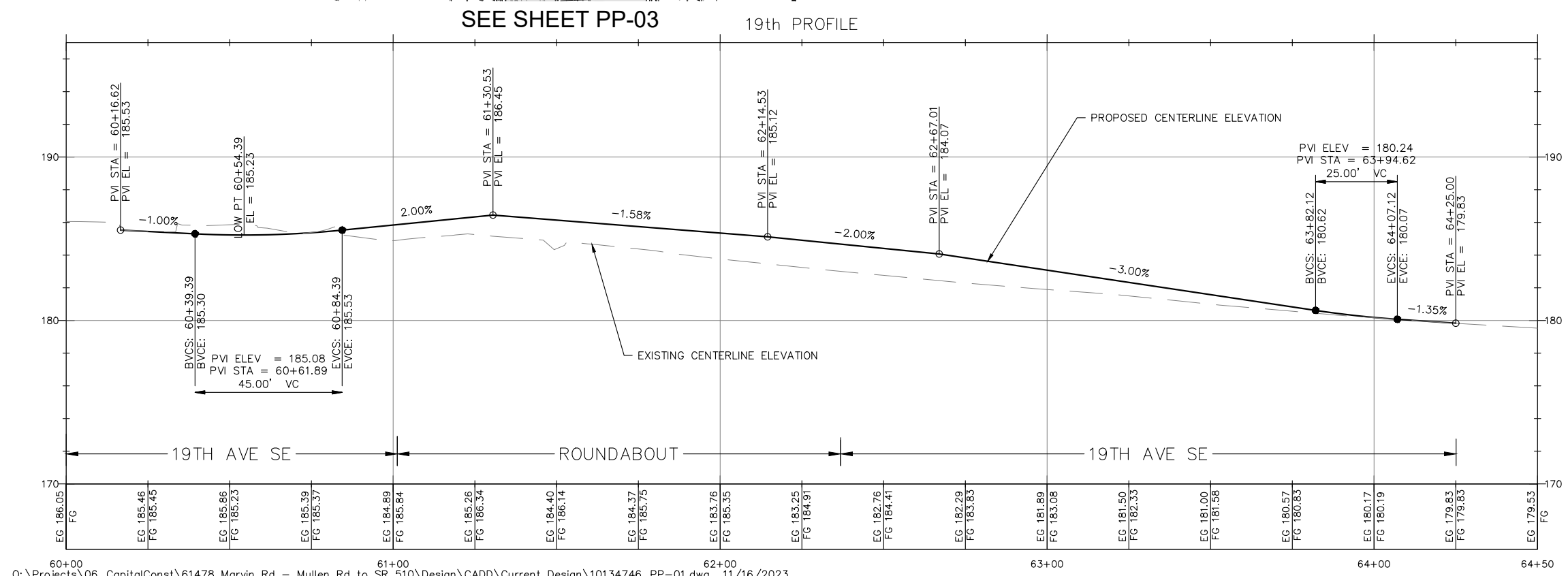
MARVIN RD PLAN AND PROFILE

Sheet
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- CONSTRUCTION NOTES**
- 1 ROUNDABOUT SPLITTER ISLAND NOSING CURB PER WSDOT STD. PLAN F-10.18-01
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HATCH LEGEND

- HMA
- CEMENT CONC. SIDEWALK
- DRIVEWAY
- TRUNCATED DOMES
- CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN

VERTICAL SCALE

HORIZONTAL SCALE

811

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19TH AVE PLAN AND PROFILE

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CONSTRUCTION NOTES

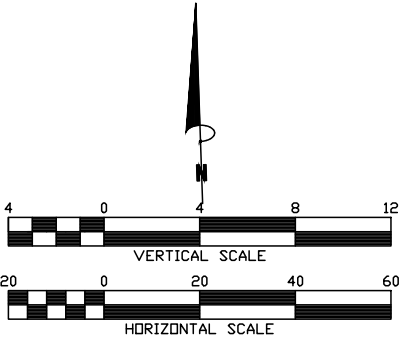
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GENERAL NOTES

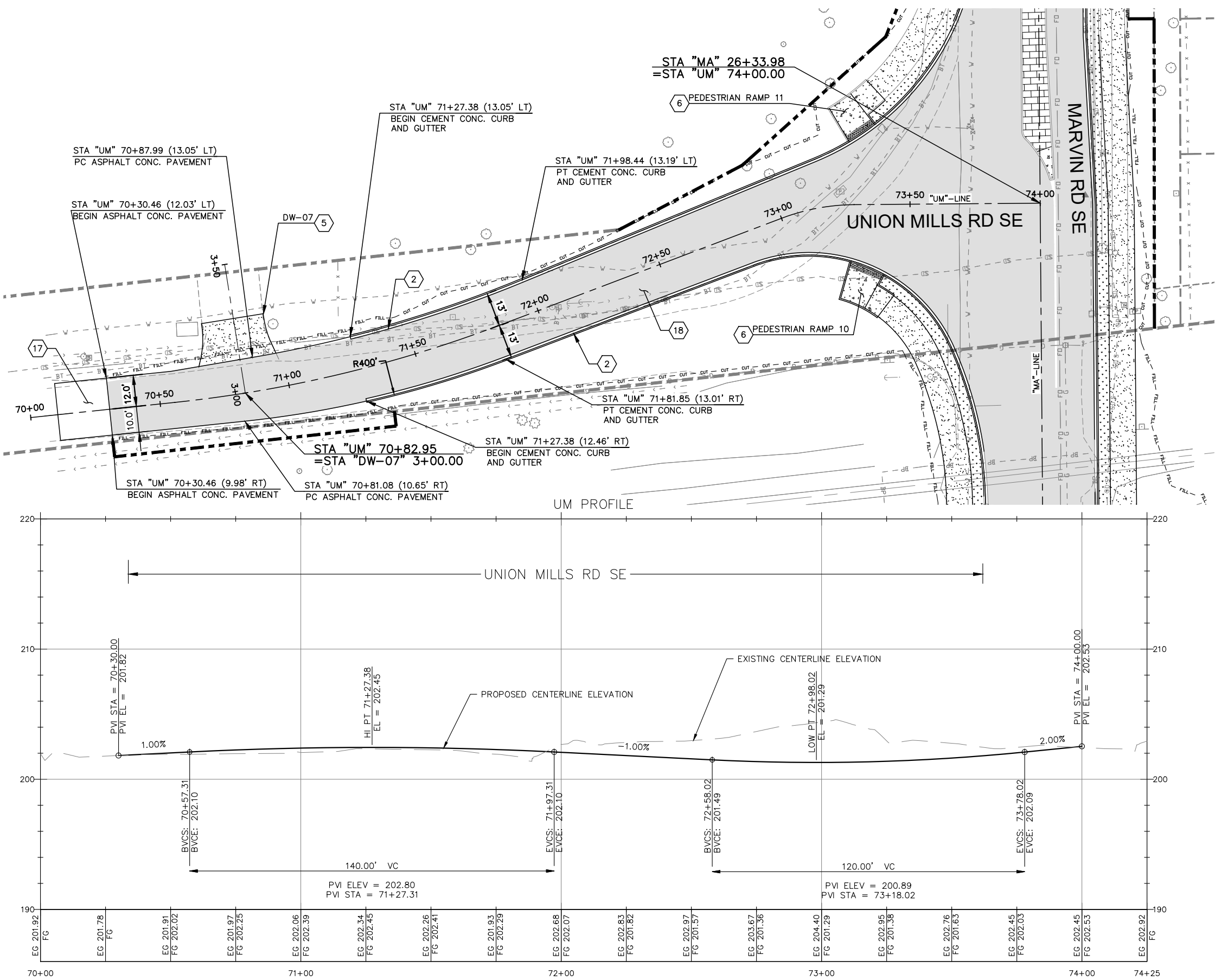
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HATCH LEGEND

- | | |
|--|--|
| | HMA |
| | CEMENT CONC. SIDEWALK |
| | DRIVEWAY |
| | TRUNCATED DOMES |
| | CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN |



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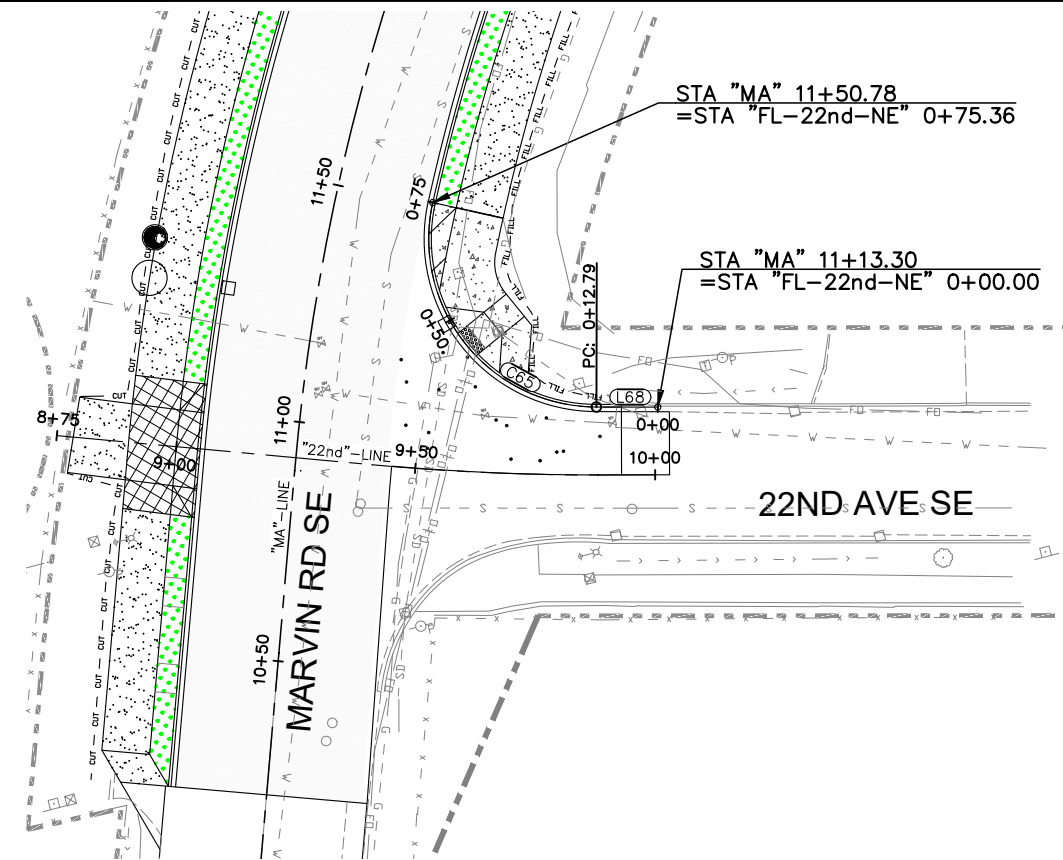
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IMPROVEMENTS
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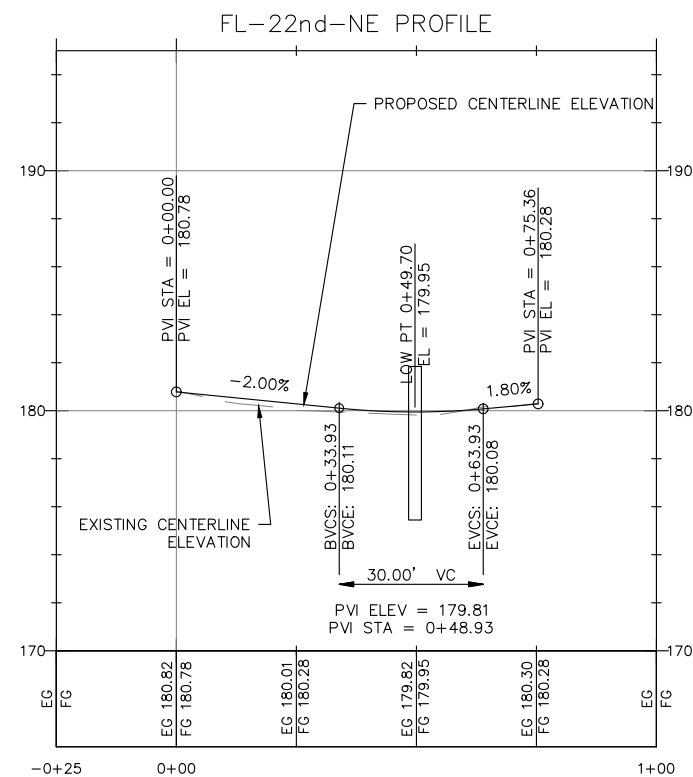
UNION MILLS RD PLAN AND PROFILE

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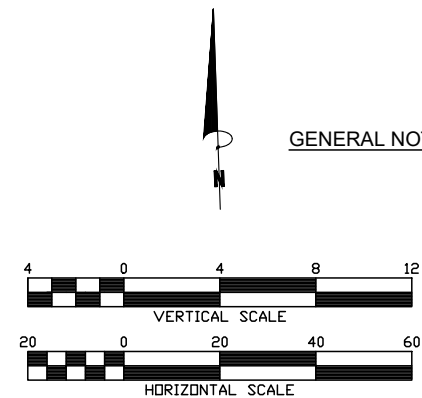


LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PI POINT OF INTERSECTION
- EP END POINT



GENERAL NOTES



"FL-22nd-NE-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
L68	0+00.00	12.79'			N75°15'05"W	0+12.79
C65	0+12.79	62.56'	35.00'	102°25'10"		0+75.36

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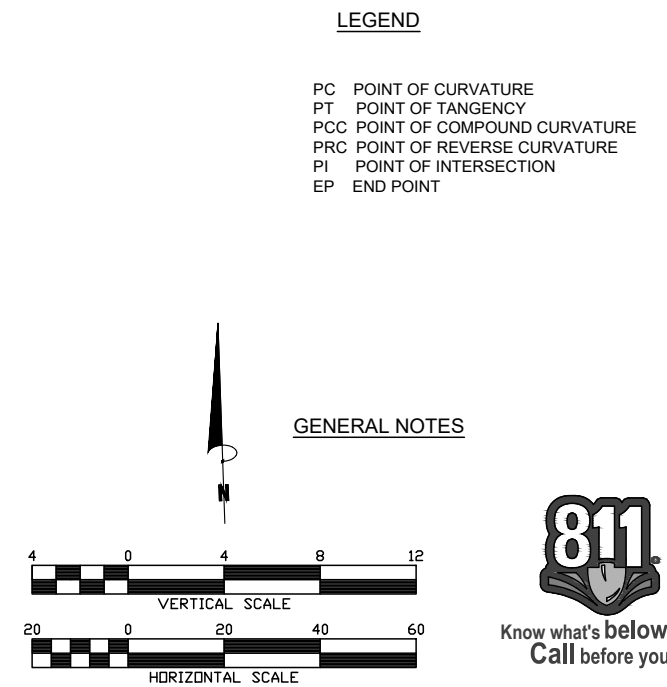
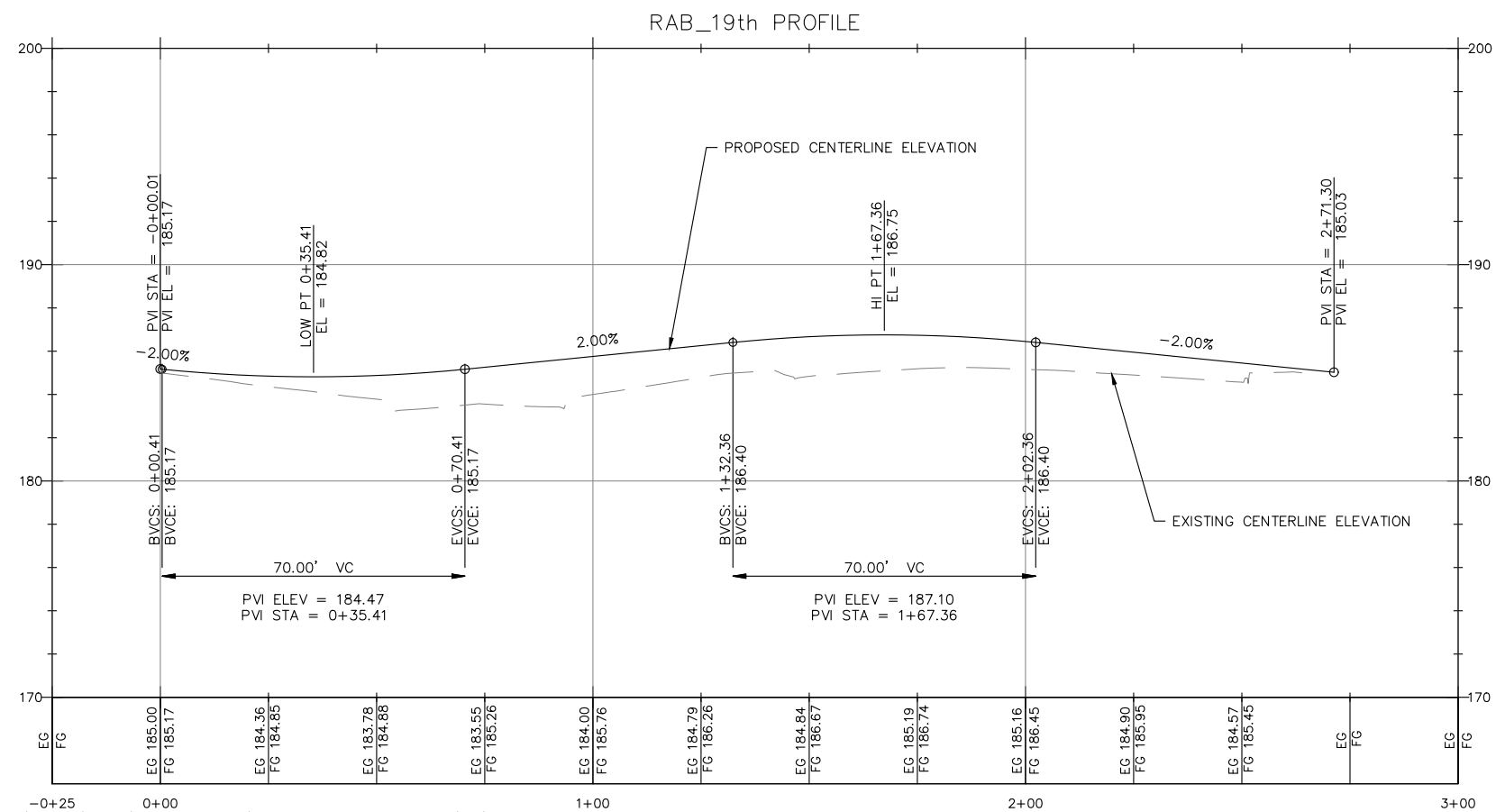
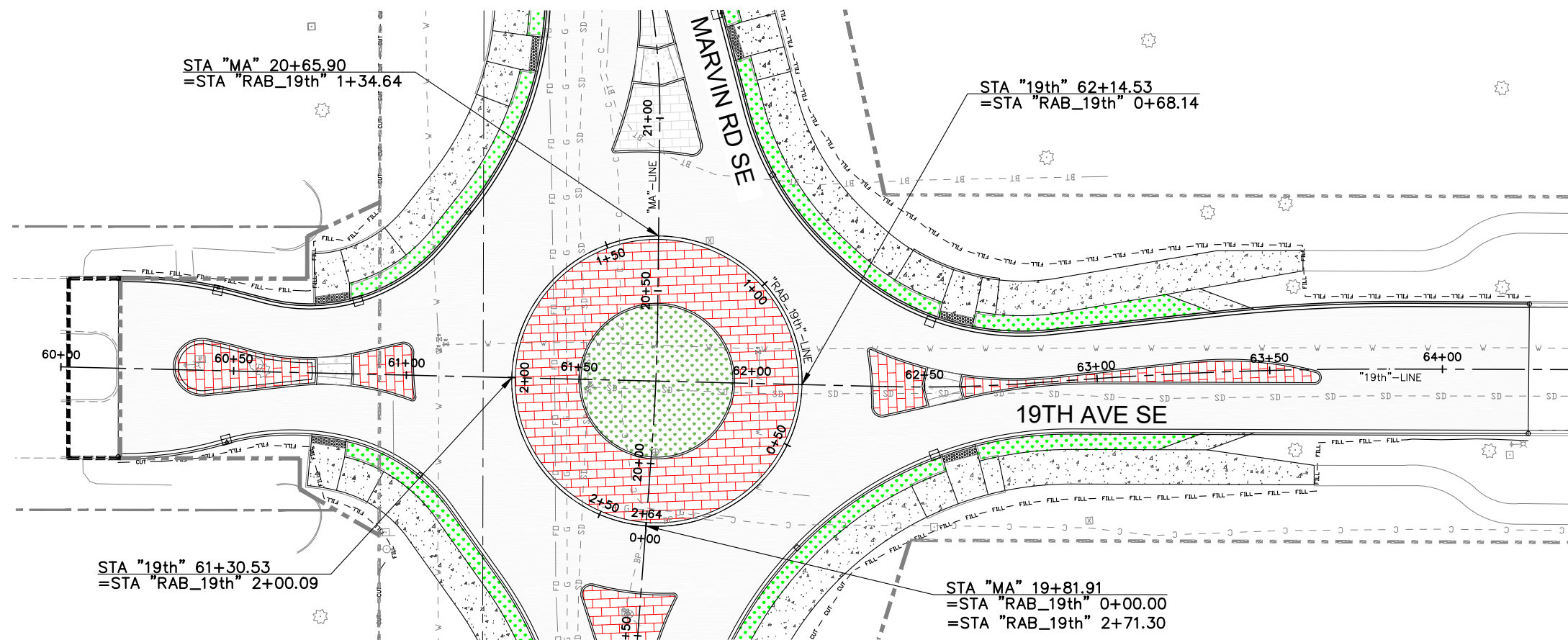
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MARVIN RD INTERSECTION
IMPROVEMENTS

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22ND AVE NE FLOWLINE GRADING
PLAN

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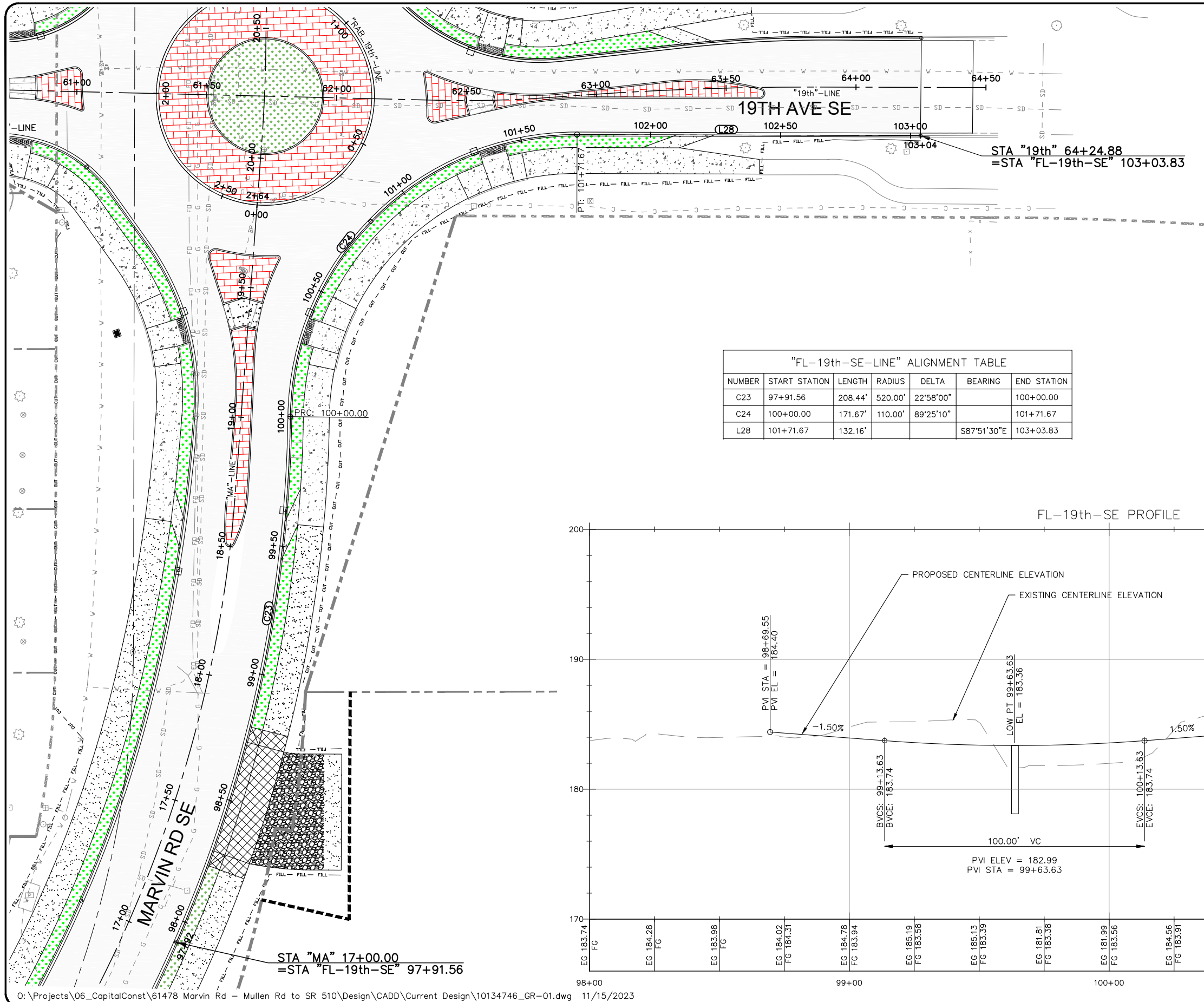
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C.R.P. No. 61478 F.A. No. N/A

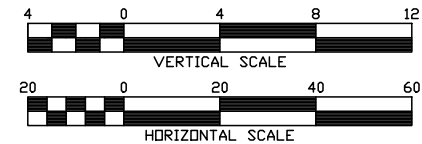
19TH AVENUE GRADING PLAN TRUCK APRON

Sheet
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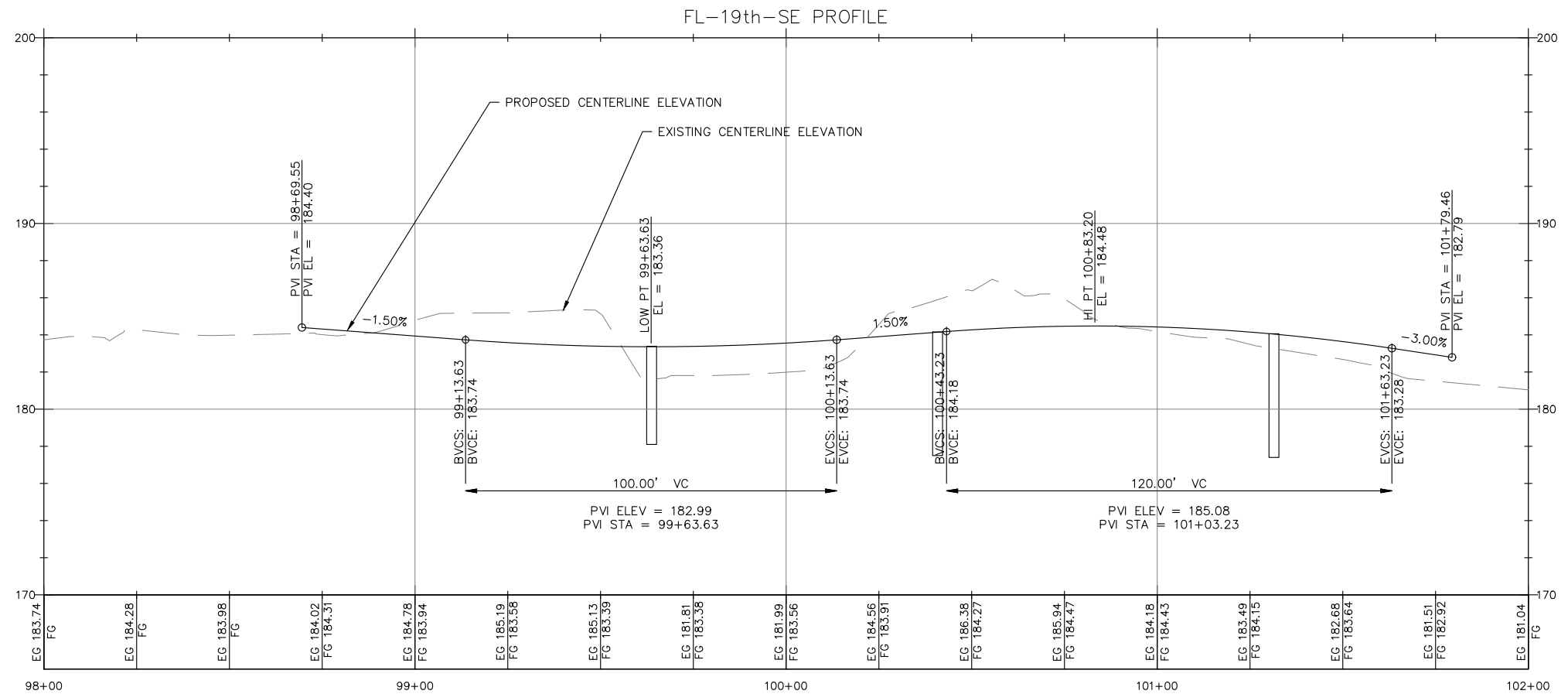


- LEGEND**
- PC POINT OF CURVATURE
 - PT POINT OF TANGENCY
 - PCC POINT OF COMPOUND CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - PI POINT OF INTERSECTION
 - EP END POINT

GENERAL NOTES



"FL-19th-SE-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
C23	97+91.56	208.44'	520.00'	22°58'00"		100+00.00
C24	100+00.00	171.67'	110.00'	89°25'10"		101+71.67
L28	101+71.67	132.16'			S87°51'30"E	103+03.83



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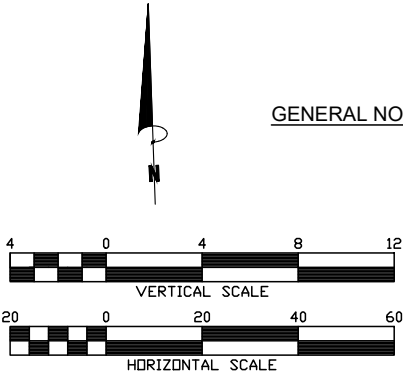
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**19TH AVENUE GRADING PLAN
SOUTHEAST FLOWLINE**

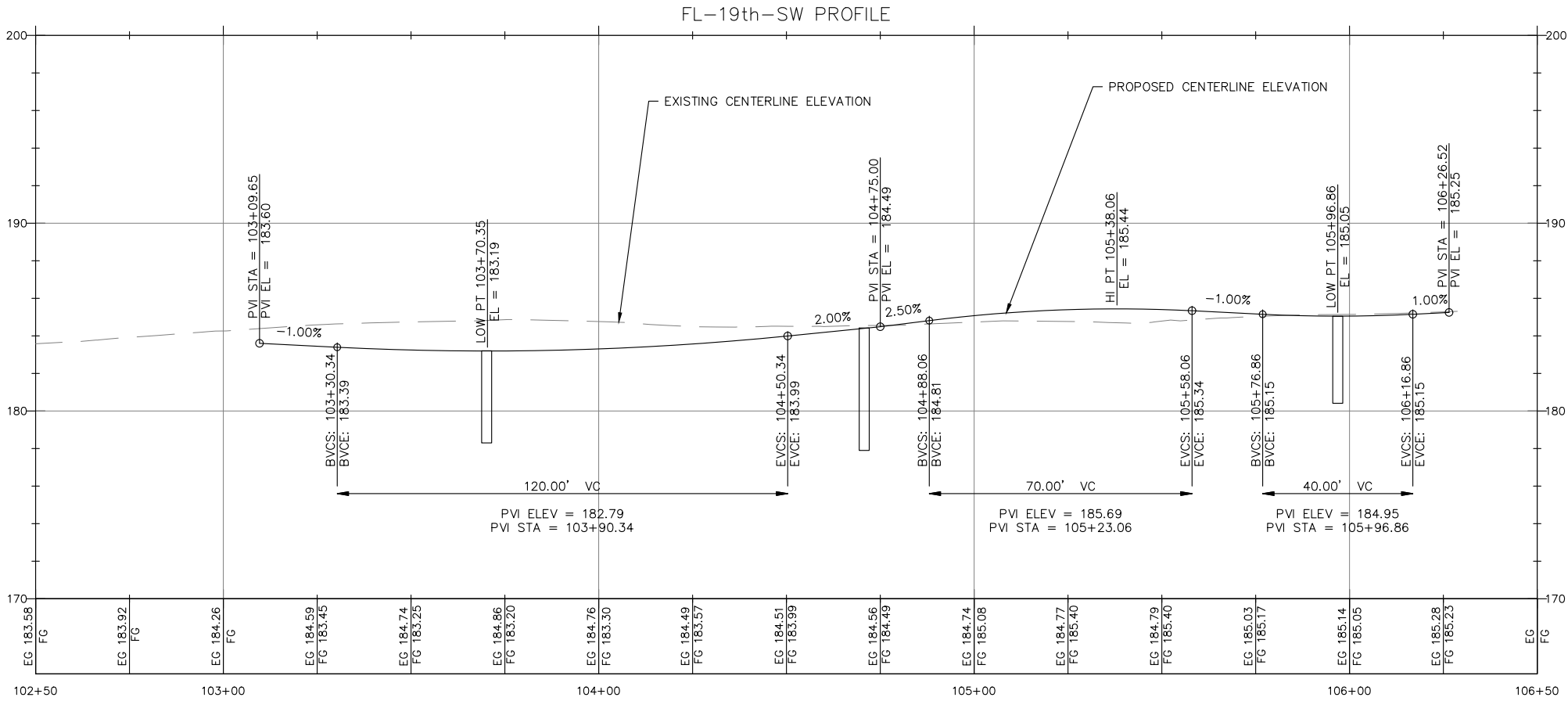
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GR-03 PH1
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- LEGEND
- PC POINT OF CURVATURE
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 - PCC POINT OF COMPOUND CURVATURE
 - PRC POINT OF REVERSE CURVATURE
 - PI POINT OF INTERSECTION
 - EP END POINT

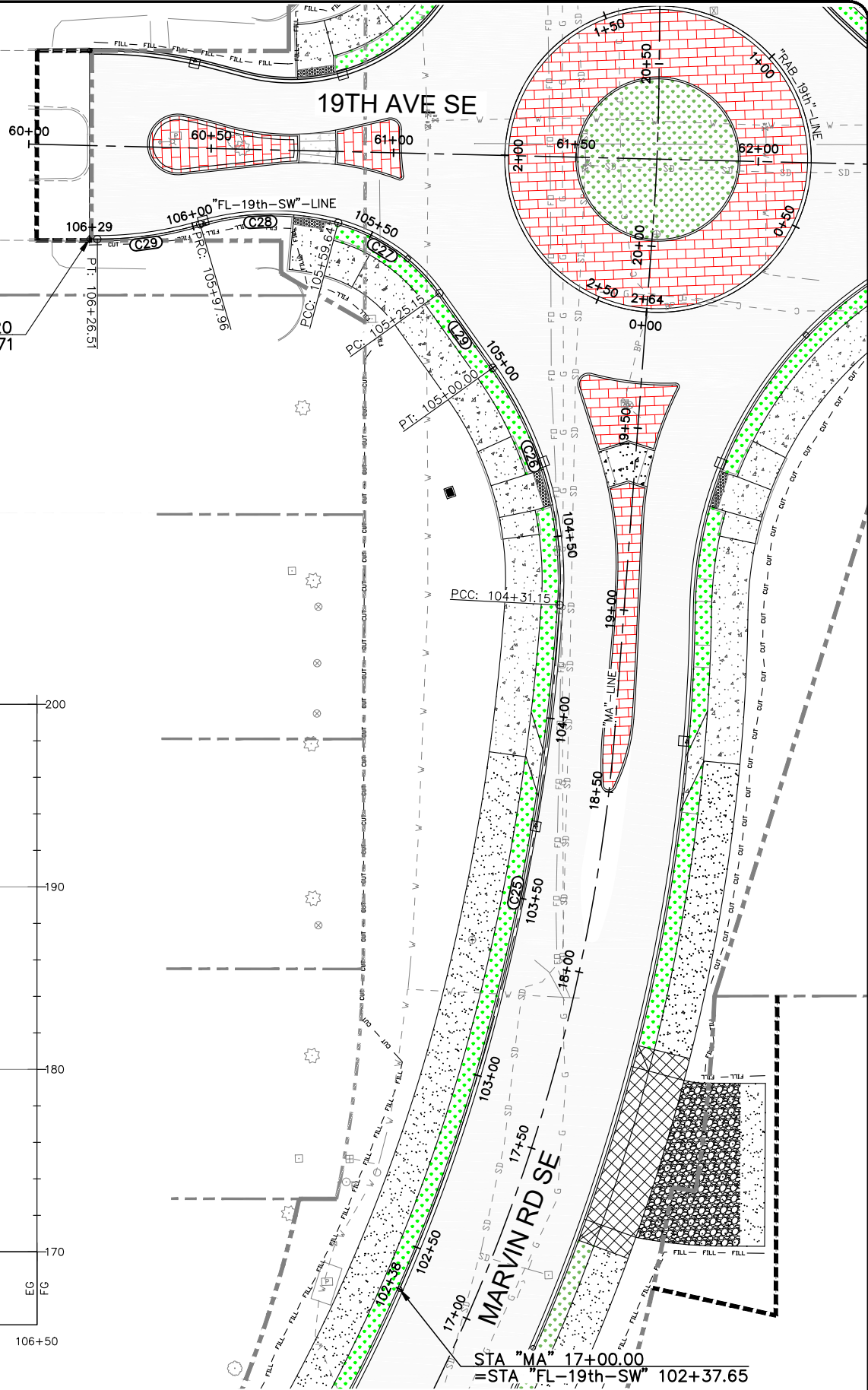
GENERAL NOTES



"FL-19th-SW-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
C25	102+37.65	193.49'	542.07'	20°27'10"		104+31.15
C26	104+31.15	68.85'	100.00'	39°27'00"		105+00.00
L29	105+00.00	25.15'			N33°29'56"W	105+25.15
C27	105+25.15	34.49'	50.00'	39°31'10"		105+59.64
C28	105+59.64	38.33'	70.00'	31°22'10"		105+97.96
C29	105+97.96	28.54'	100.00'	16°21'20"		106+26.51

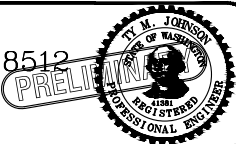


STA "19th" 60+17.20
=STA "FL-19th-SW" 106+28.71



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IMPROVEMENTS

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19TH AVENUE GRADING PLAN
SOUTHWEST FLOWLINE

Sheet
GR-04 PH1
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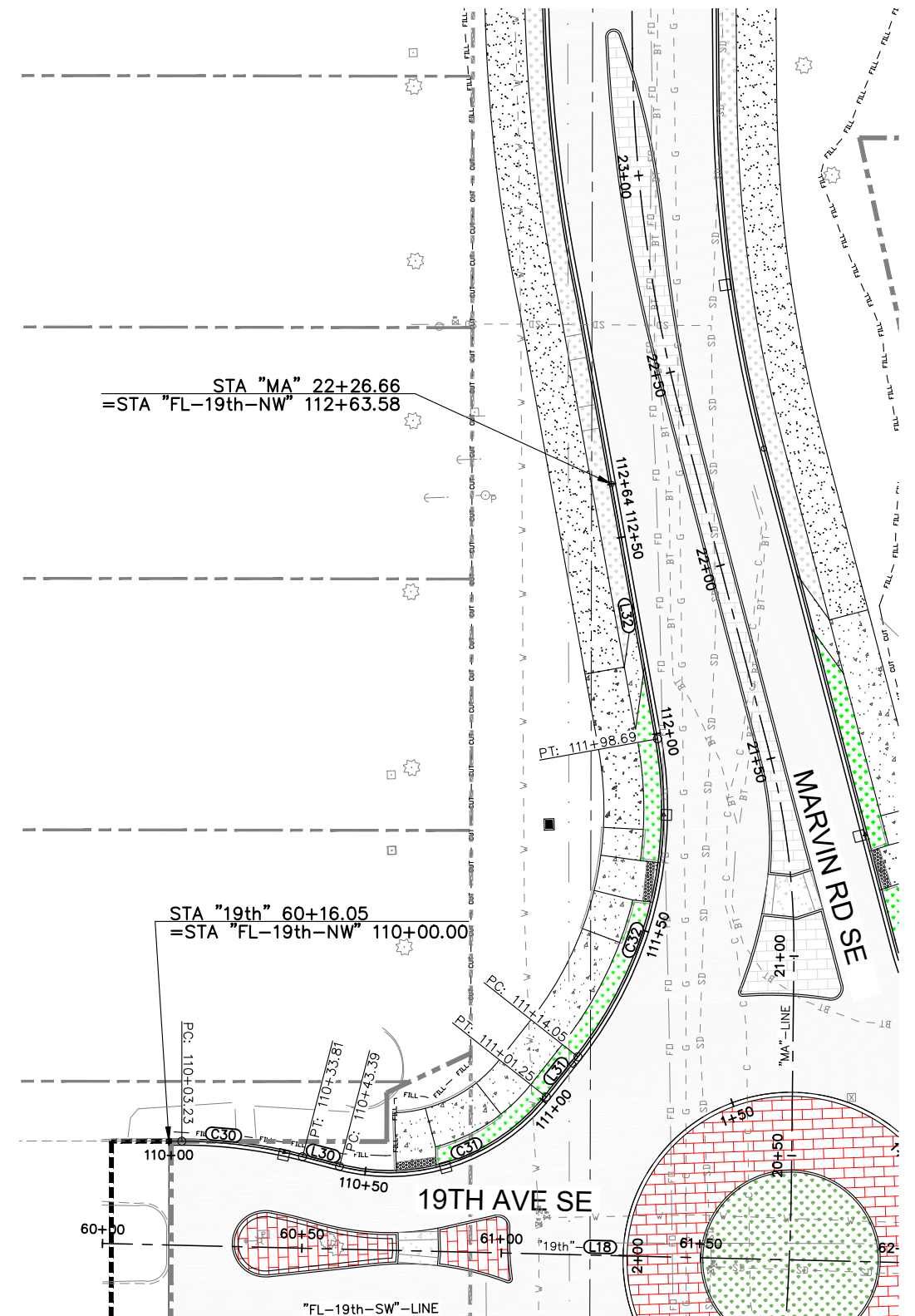
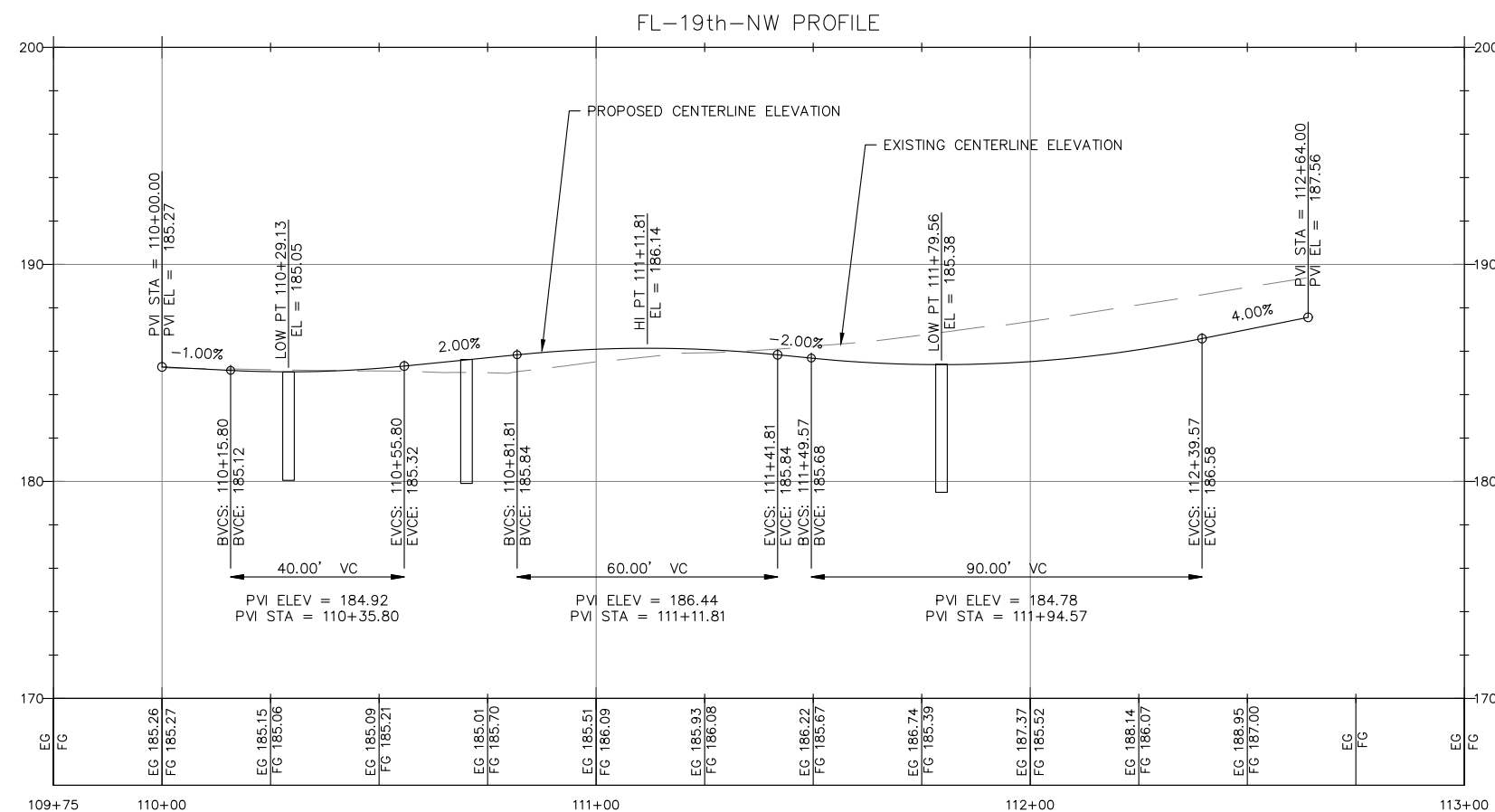
PC POINT OF CURVATURE
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PRC POINT OF REVERSE CURVATURE
PI POINT OF INTERSECTION
EP END POINT

Figure 1 shows two scales. The top scale is labeled 'VERTICAL SCALE' and has markings at 0, 4, 8, and 12. The bottom scale is labeled 'HORIZONTAL SCALE' and has markings at 0, 20, 40, and 60. Both scales are represented by black and white alternating blocks.



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"FL-19th-NW-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
C30	110+03.23	30.58'	120.00'	14°36'00"		110+33.81
L30	110+33.81	9.58'			S73°26°01'E	110+43.39
C31	110+43.39	57.86'	50.00'	66°18'10"		111+01.25
L31	111+01.25	12.80'			N40°15'48"E	111+14.05
C32	111+14.05	84.64'	100.00'	48°29'40"		111+98.69
L32	111+98.69	64.88'			N08°13'55"W	112+63.58



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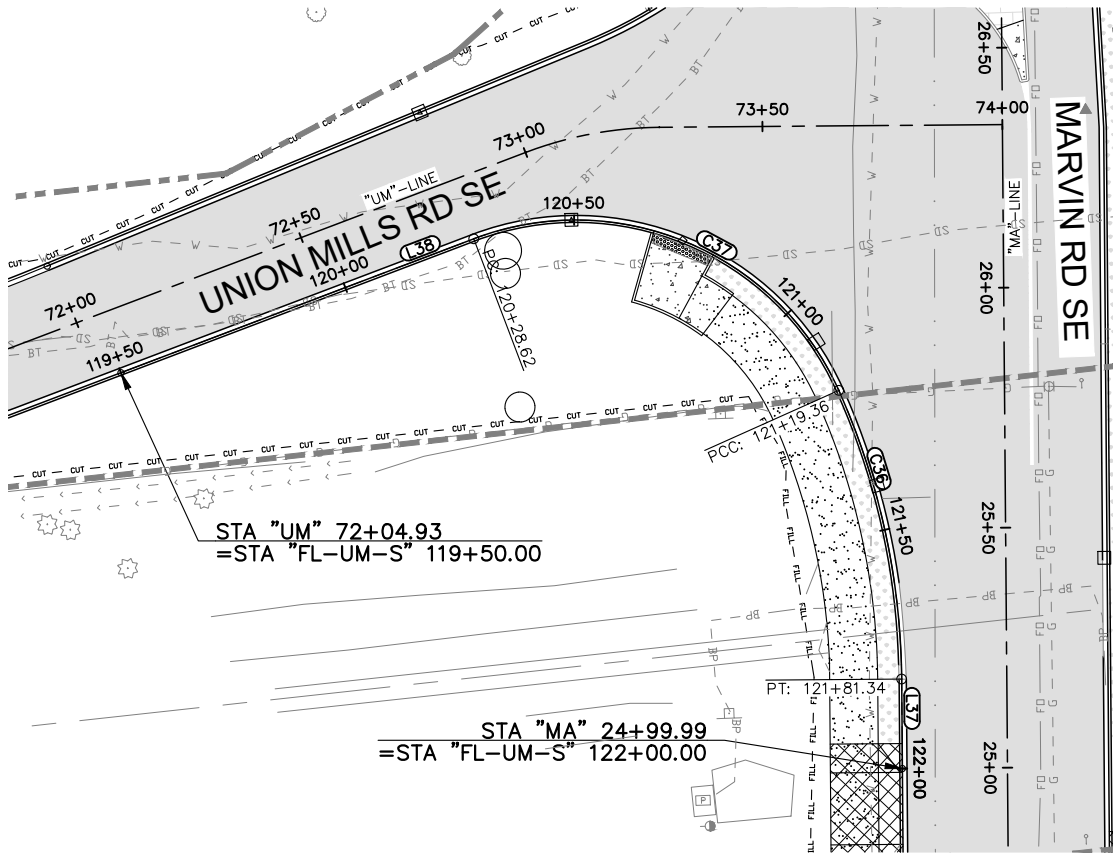
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19TH AVENUE GRADING PLAN NORTHWEST FLOWLINE

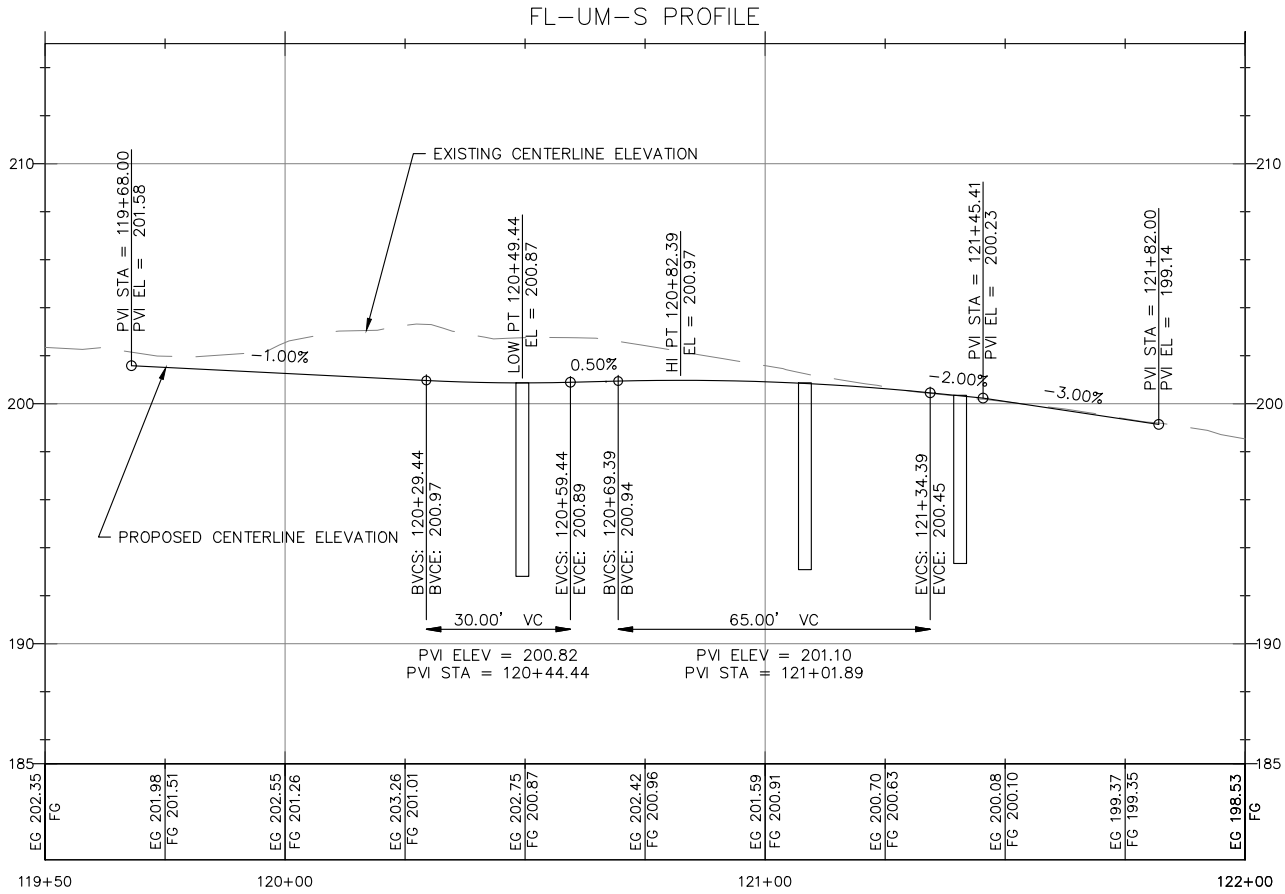
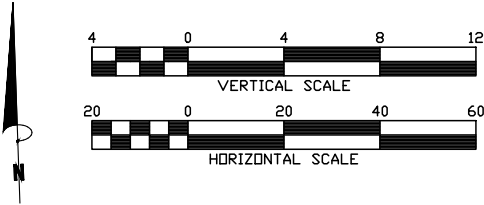
Sheet
GR-05 PH1
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"FL-UM-S-LINE" ALIGNMENT TABLE					
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING
L38	119+50.00	78.62'			N71°11'24"E
C37	120+28.62	90.74'	60.00'	86°38'50"	
C36	121+19.36	61.99'	150.00'	23°40'40"	
L37	121+81.34	18.66'			S01°30'49"W

- LEGEND**
- PC POINT OF CURVATURE
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GENERAL NOTES



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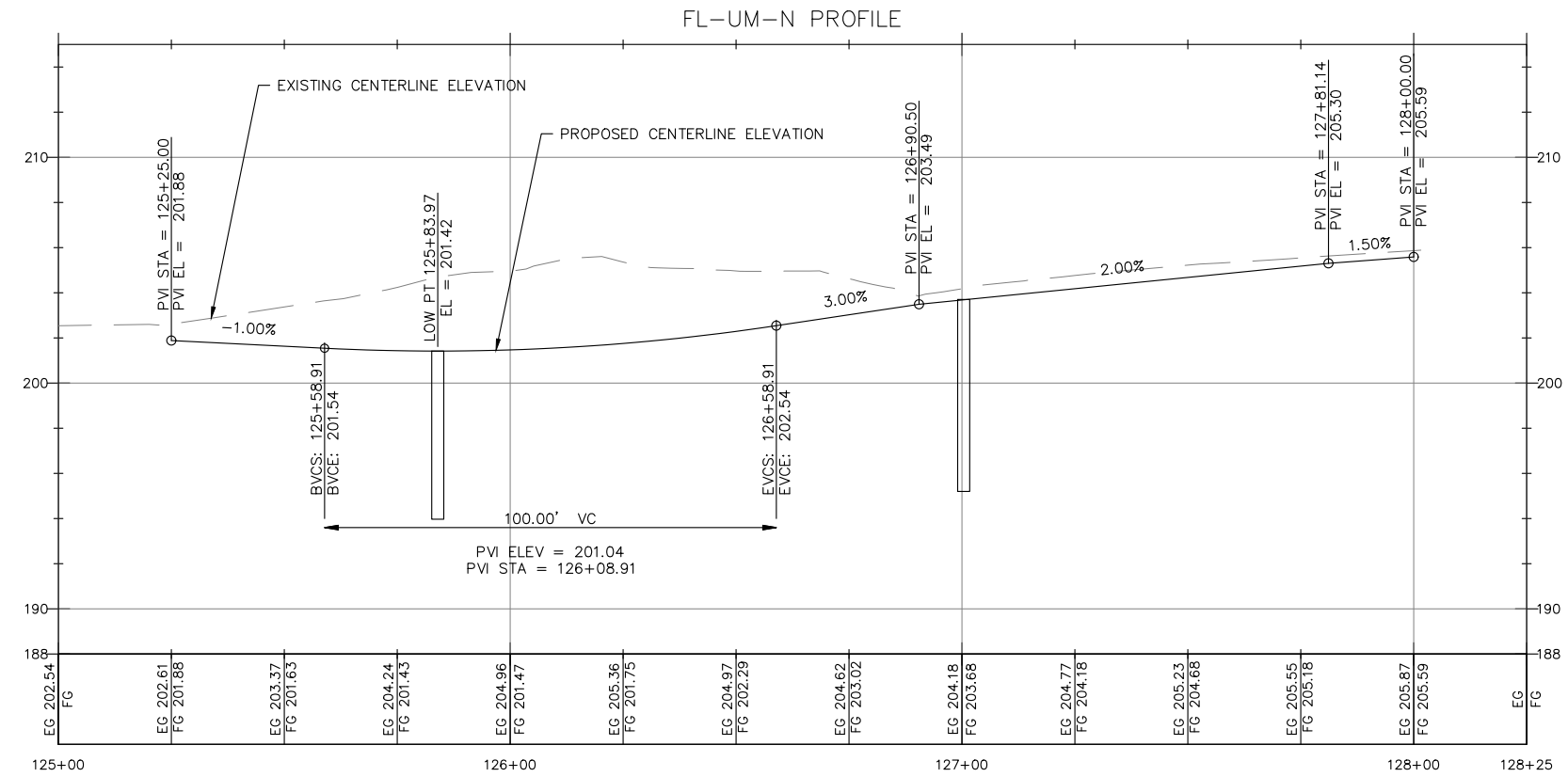
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MARVIN RD INTERSECTION IMPROVEMENTS
C.R.P. No. 61478 F.A. No. N/A

UNION MILL GRADING PLAN SOUTH FLOWLINE

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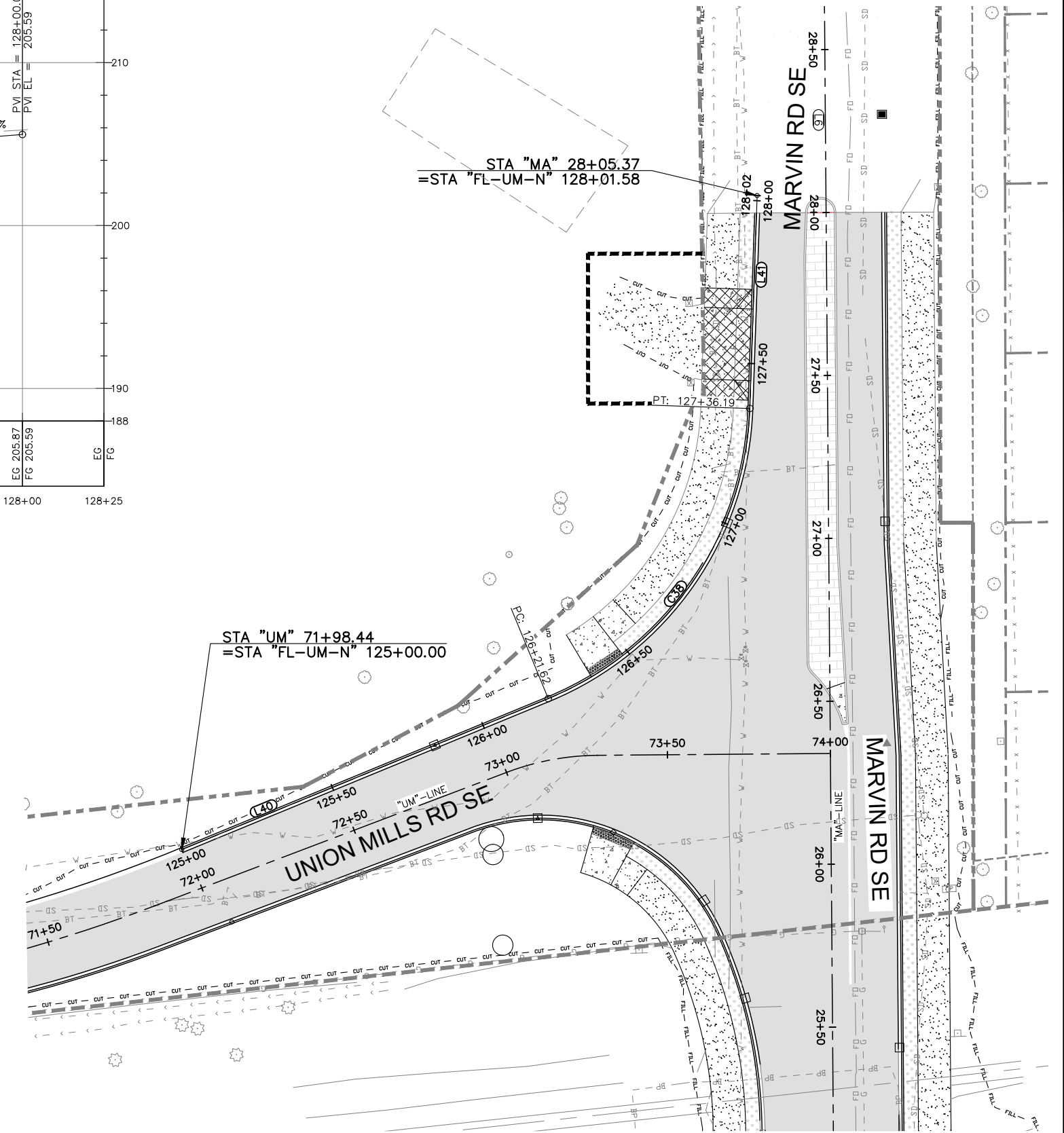
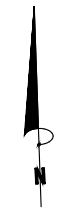
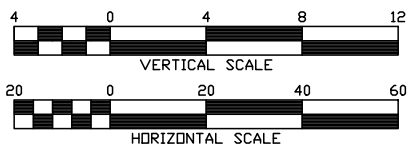


LEGEND

- PC POINT OF CURVATURE
- PT POINT OF TANGENCY
- PCC POINT OF COMPOUND CURVATURE
- PRC POINT OF REVERSE CURVATURE
- PI POINT OF INTERSECTION
- EP END POINT

"FL-UM-N-LINE" ALIGNMENT TABLE						
NUMBER	START STATION	LENGTH	RADIUS	DELTA	BEARING	END STATION
L40	125+00.00	121.62'			N69°34'23"E	126+21.62
C38	126+21.62	114.57'	100.00'	65°38'30"		127+36.19
L41	127+36.19	65.40'			N03°55'52"E	128+01.58

GENERAL NOTES



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PRELIMINARY

THURSTON COUNTY
PUBLIC WORKS
REGISTERED PROFESSIONAL ENGINEER

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Scale: AS NOTED

Revisions Date

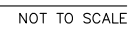
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MARVIN RD INTERSECTION IMPROVEMENTS

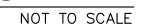
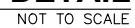
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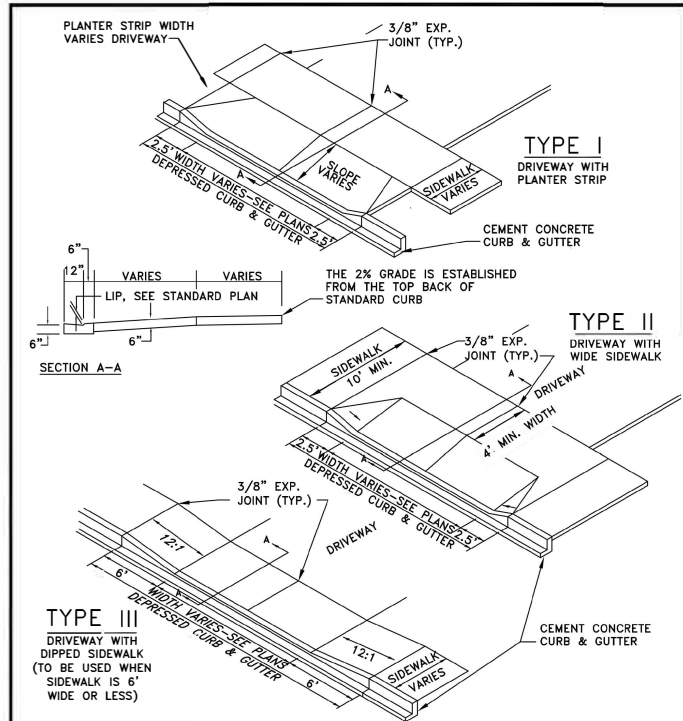
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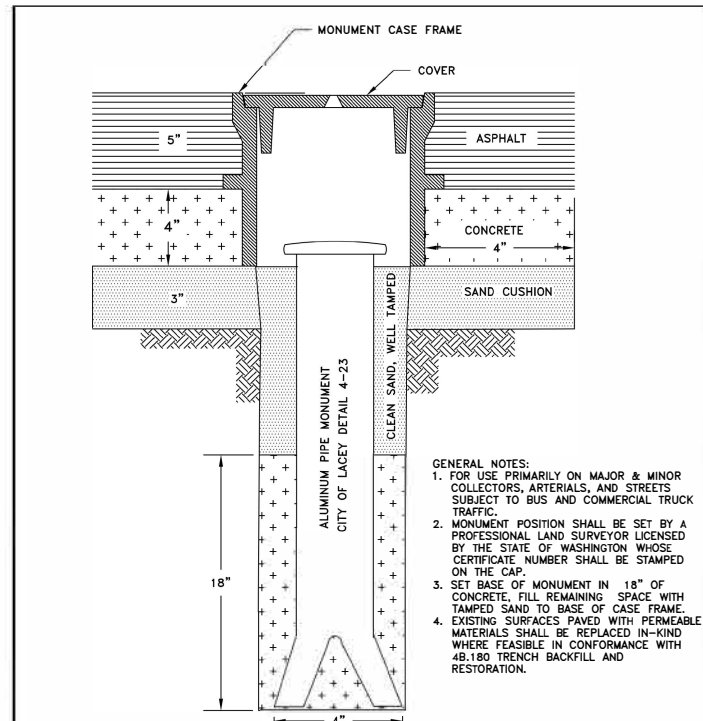
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GENERAL NOTES:

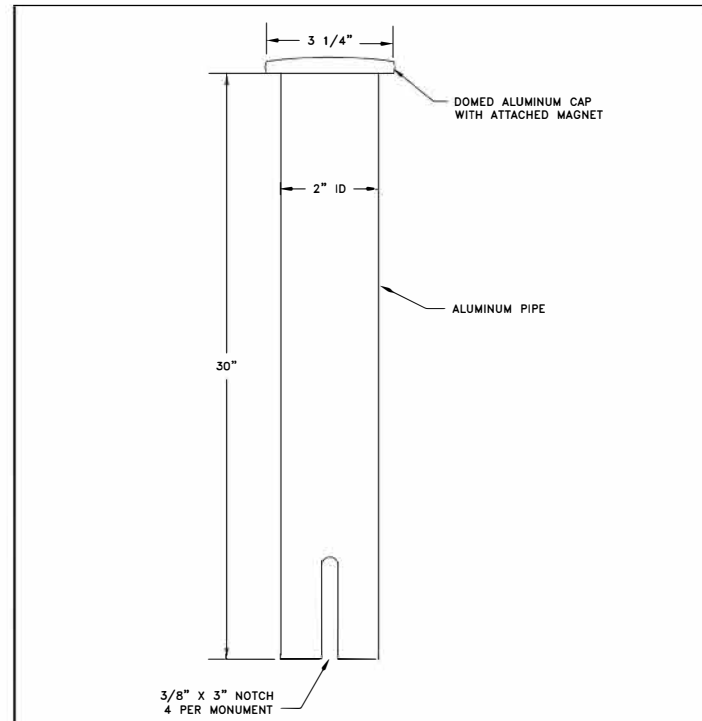
- FORMS SHALL BE OF WOOD OR METAL AND SHALL EXTEND FOR THE FULL DEPTH OF THE CONCRETE, SEE SECTION 8-14.3(2).
- ALL FORMS SHALL BE STRAIGHT, FREE FROM WARP AND OF SUFFICIENT STRENGTH TO RESIST THE PRESSURE OF THE CONCRETE WITHOUT SPRING.
- WHERE D/W EXCEEDS 16" WIDTH A 2" DEEP EXPANSION JOINT SHALL BE PLACED TRANSVERSELY, CENTERED IN WALK.
- FORM AND SUBGRADE INSPECTION ARE REQUIRED BEFORE POURING CONCRETE.
- DRIVEWAYS SHALL BE 6" THICK, MIN. SIDEWALK AND DRIVEWAY APRON SHALL BE 6" THICK MIN. THROUGH DRIVEWAY SECTION.
- SIDEWALK CROSS SLOPE 1% MIN. TO MAX. 2%.

CITY OF LACEY, WASHINGTON DEPT. OF PUBLIC WORKS			
CEMENT CONCRETE DRIVEWAY			
APPROVED <i>Rog. A. Schumel</i> CITY ENGINEER	DWG. NO. 4-7		
DES. WHO	DWN. WHO	CKD. MAH	DATE 12/15/20

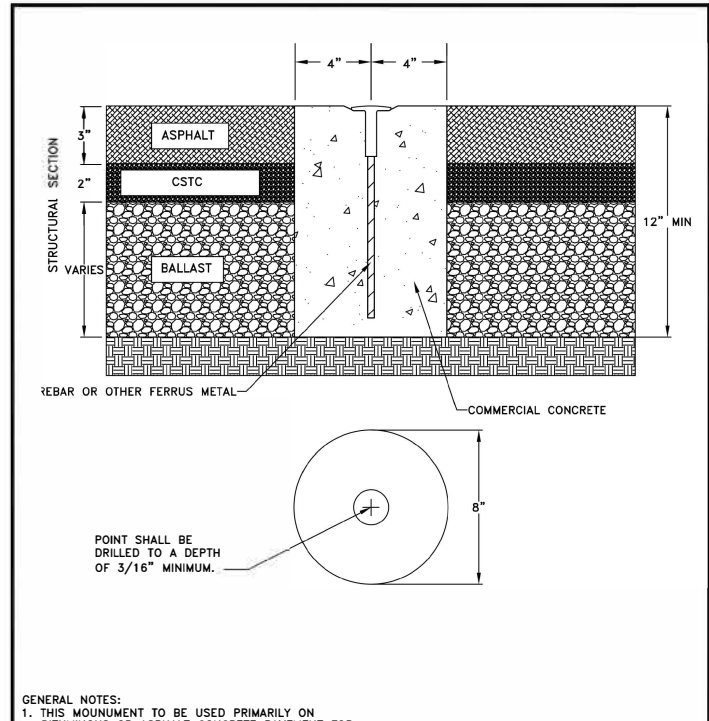


FLARE BOTTOM 3" OF PIPE PRIOR TO INSTALLATION

CITY OF LACEY, WASHINGTON DEPT. OF PUBLIC WORKS			
PIPE MONUMENT & CASE INSTALLATION			
APPROVED <i>Rog. A. Schumel</i> CITY ENGINEER	DWG. NO. 4-22		
DES. LJH	DWN. LJH	CKD. RAS	DATE 08/24/2017



CITY OF LACEY, WASHINGTON DEPT. OF PUBLIC WORKS			
ALUMINUM PIPE MONUMENT			
APPROVED <i>Rog. A. Schumel</i> CITY ENGINEER	DWG. NO. 4-23		
DES. LJH	DWN. LJH	CKD. MB	DATE 12/15/201



CITY OF LACEY, WASHINGTON DEPT. OF PUBLIC WORKS			
CAST IN PLACE MONUMENT			
APPROVED <i>Rog. A. Schumel</i> CITY ENGINEER	DWG. NO. 4-20		
DES. MKB	DWN. WHO	CKD. MKB	DATE 12/15/2014

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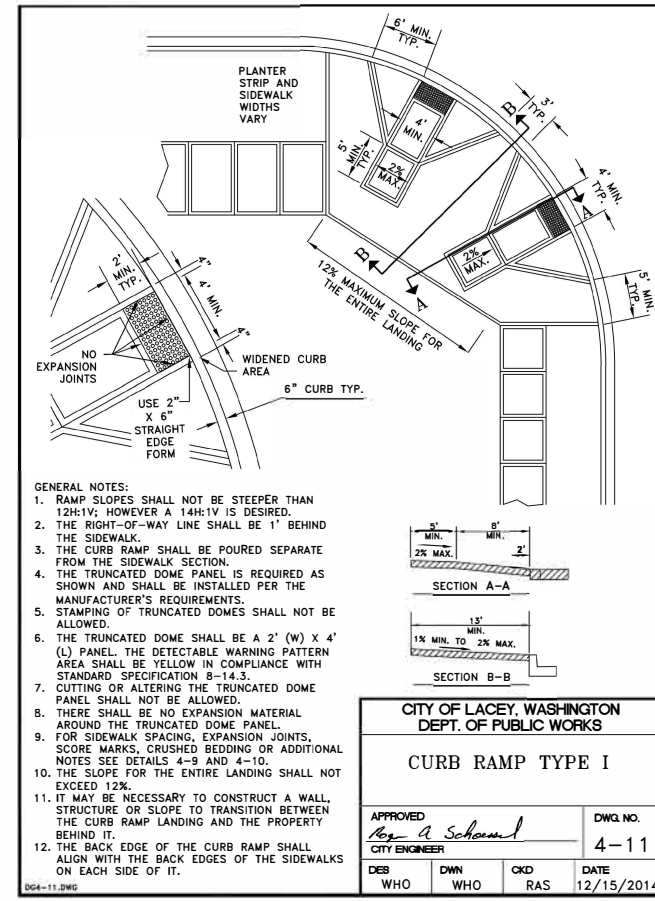
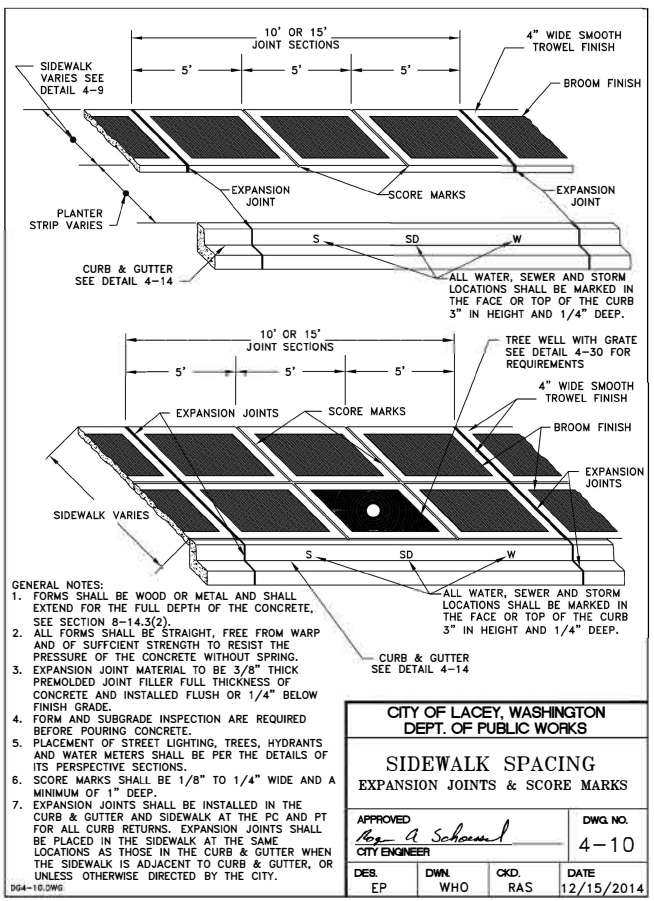
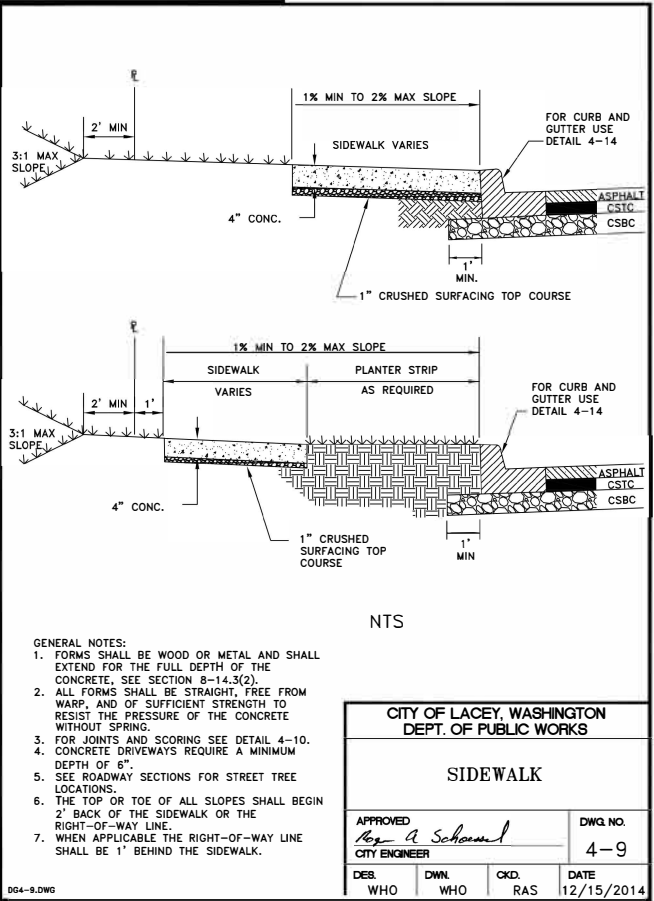
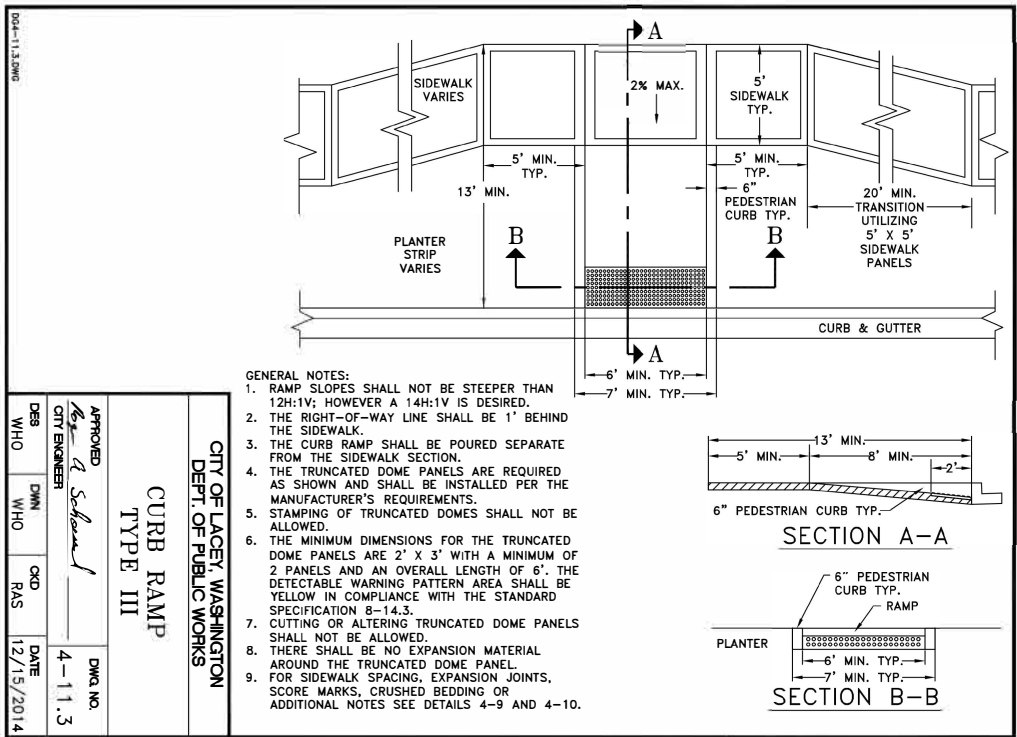
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MARVIN RD INTERSECTION IMPROVEMENTS

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MARVIN RD ROUNDABOUT DETAILS

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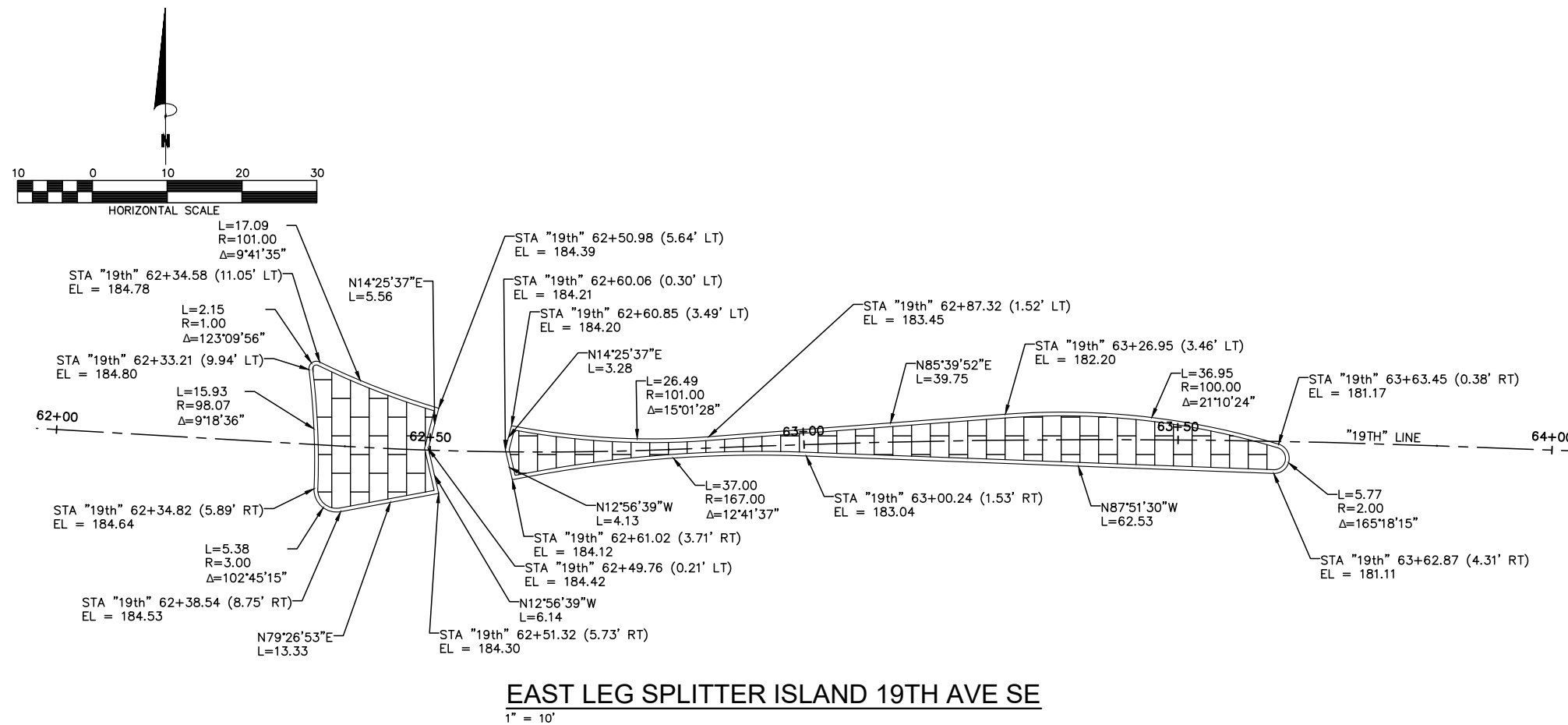
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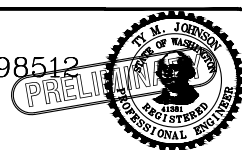
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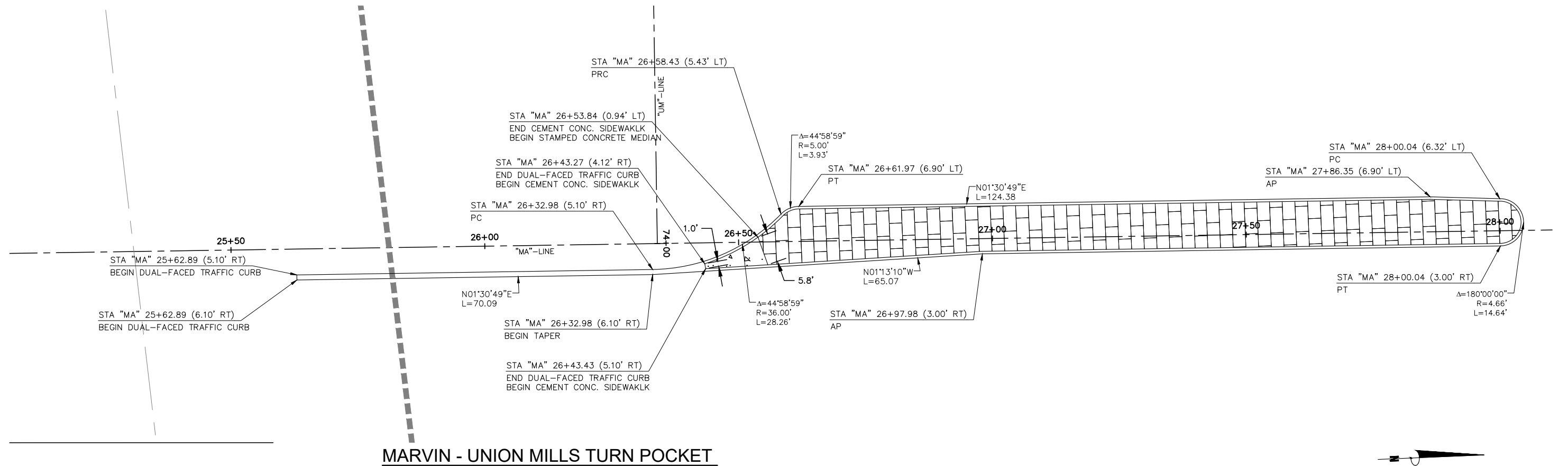
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MARVIN RD INTERSECTION
IMPROVEMENTS

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SPLITTER ISLAND DETAILS

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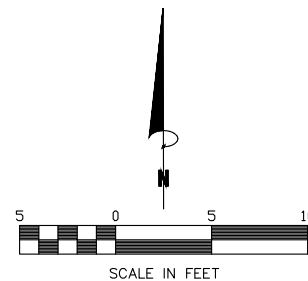
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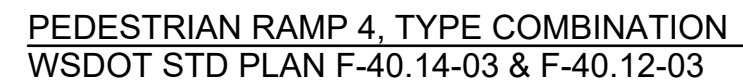
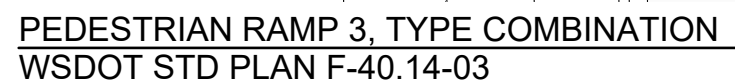
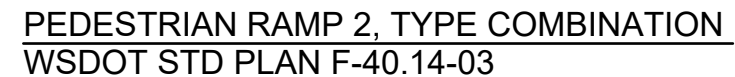
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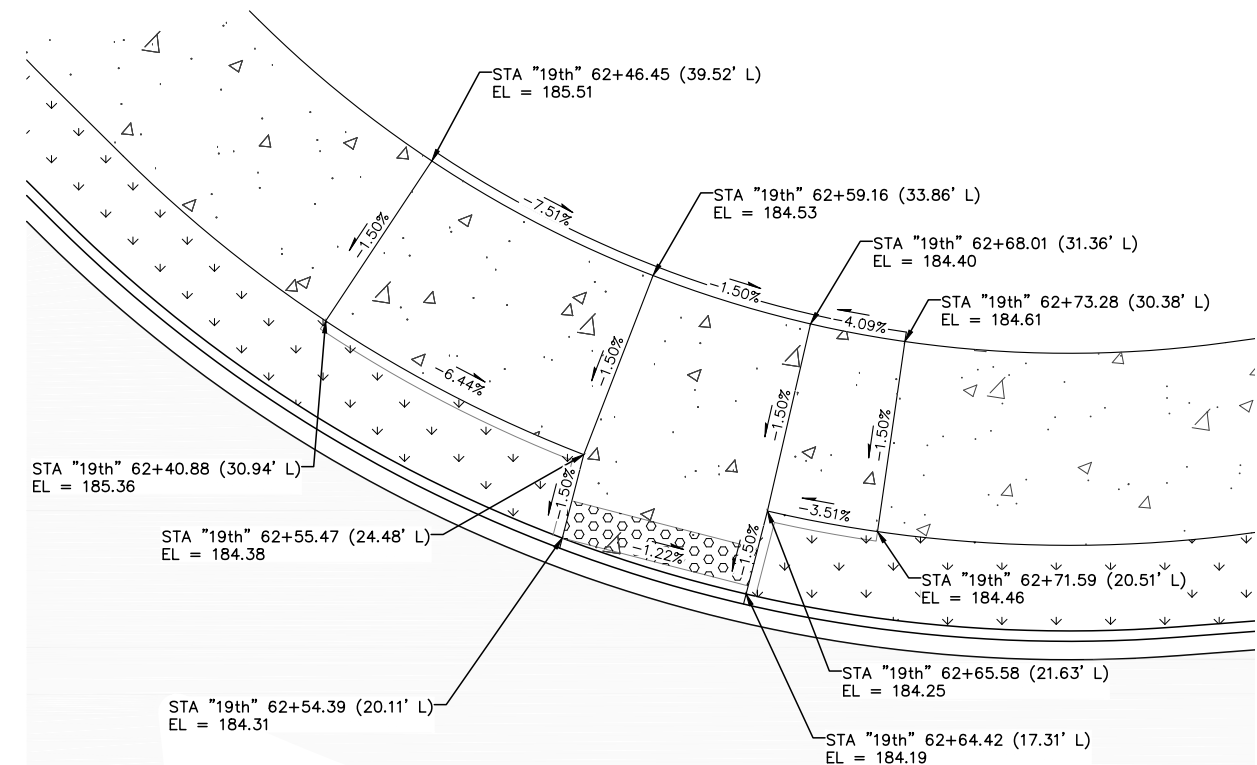
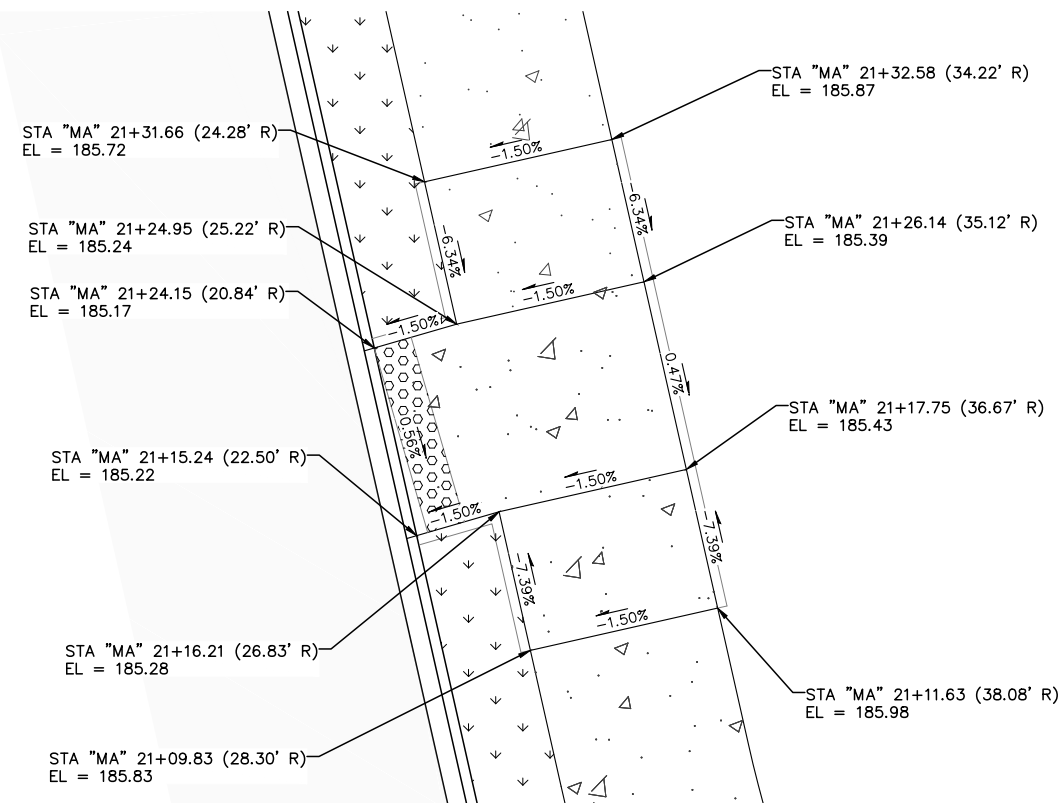
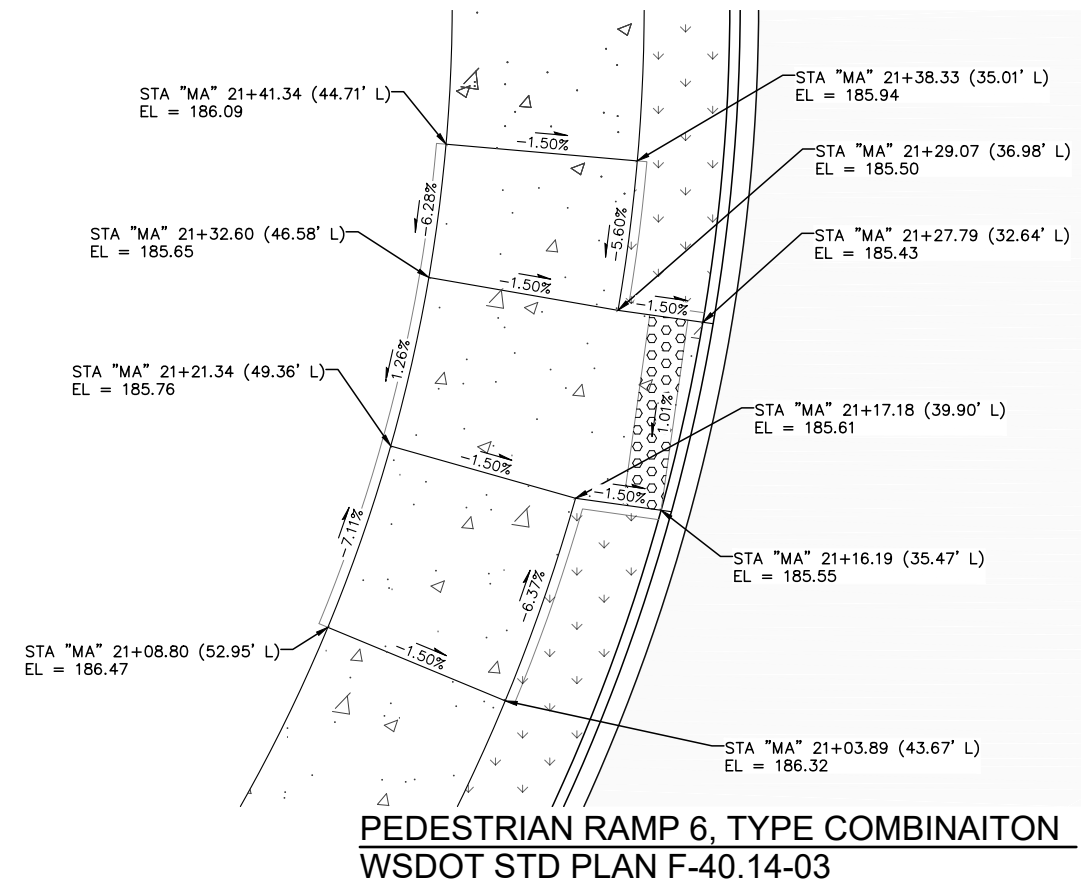
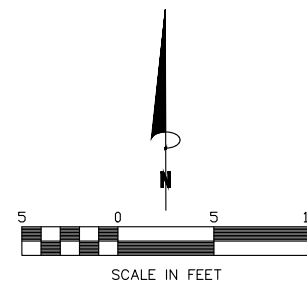
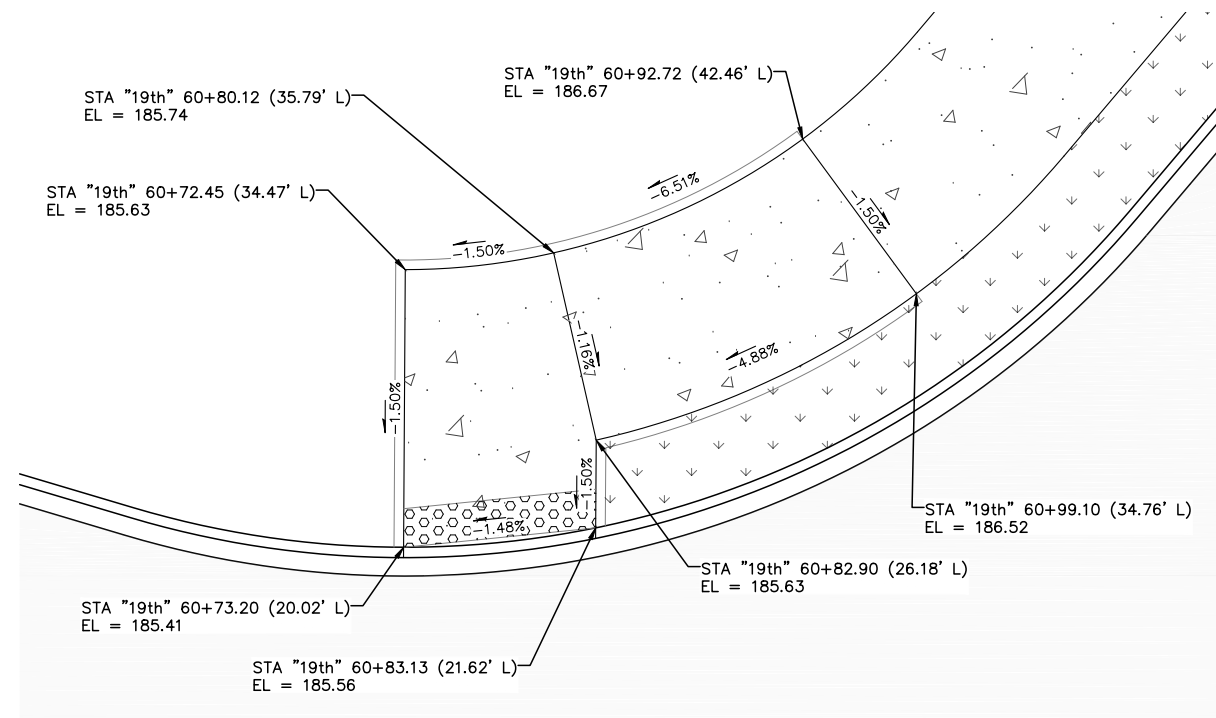
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NOTES:

1. SEE WSDOT STD. PLAN F-10.12-03 FOR PEDESTRIAN CURB DETAILS





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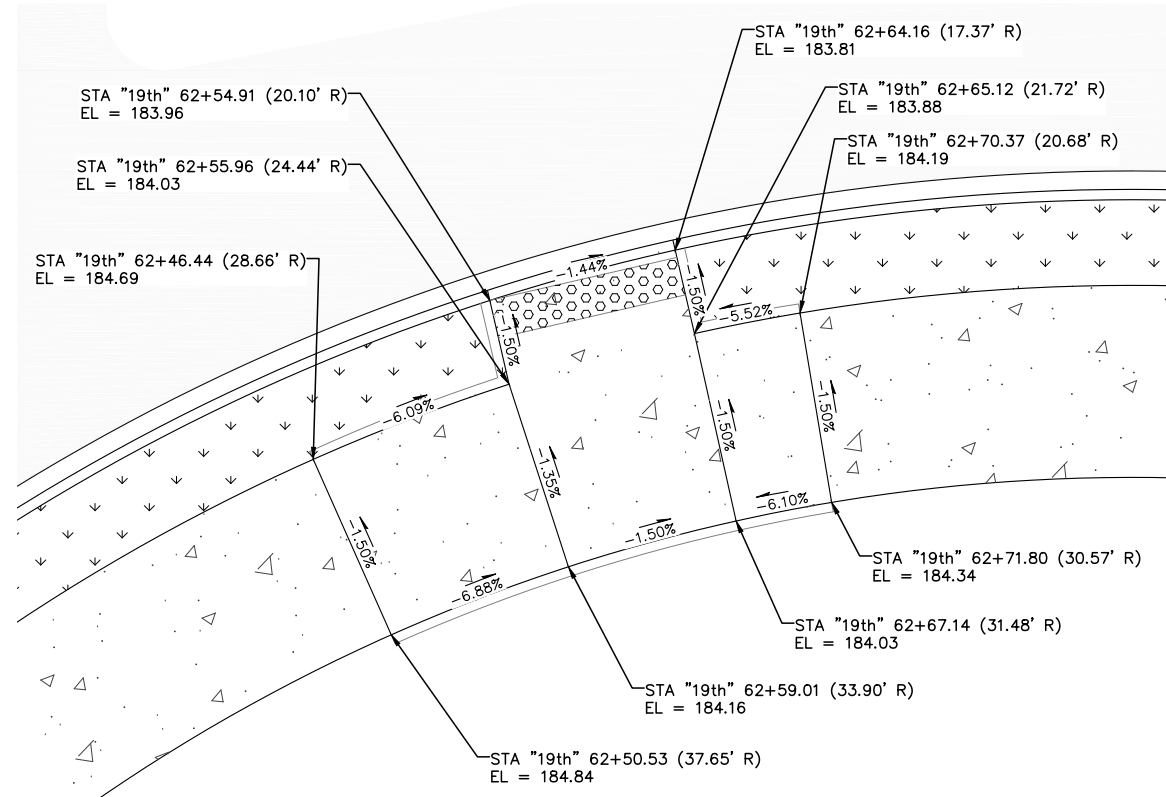
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MARVIN RD INTERSECTION IMPROVEMENTS

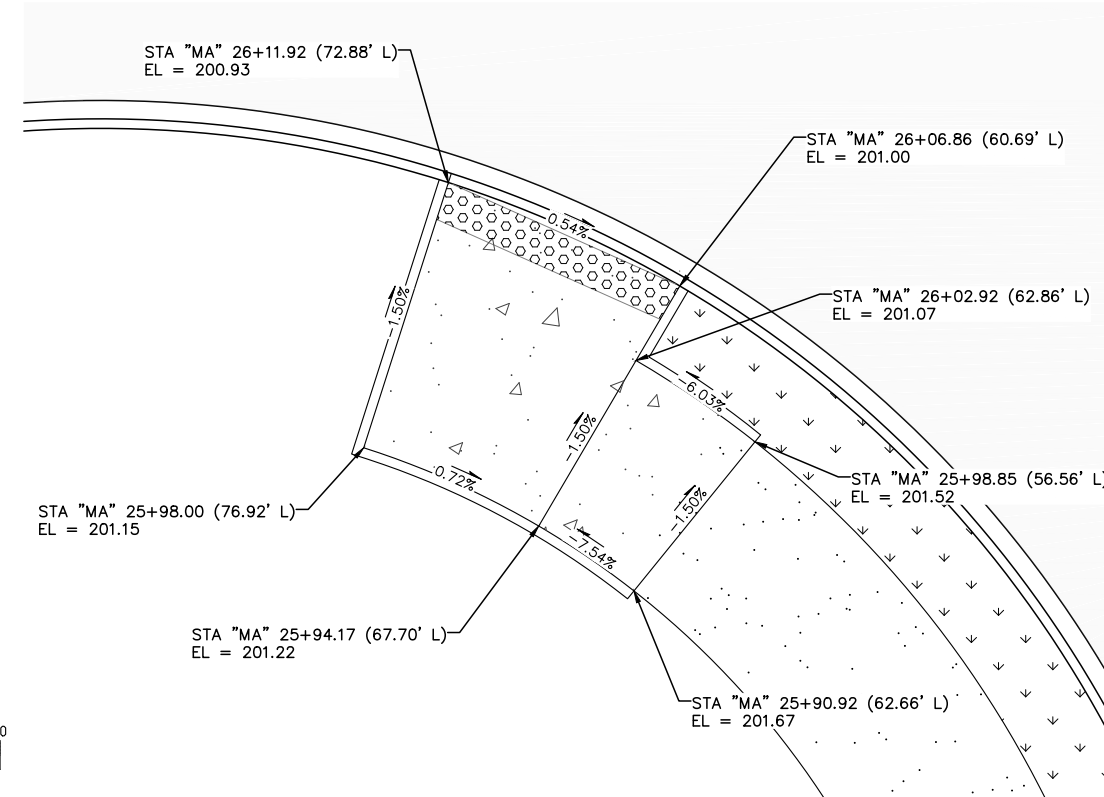
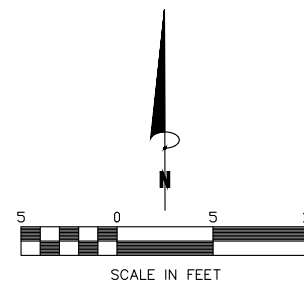
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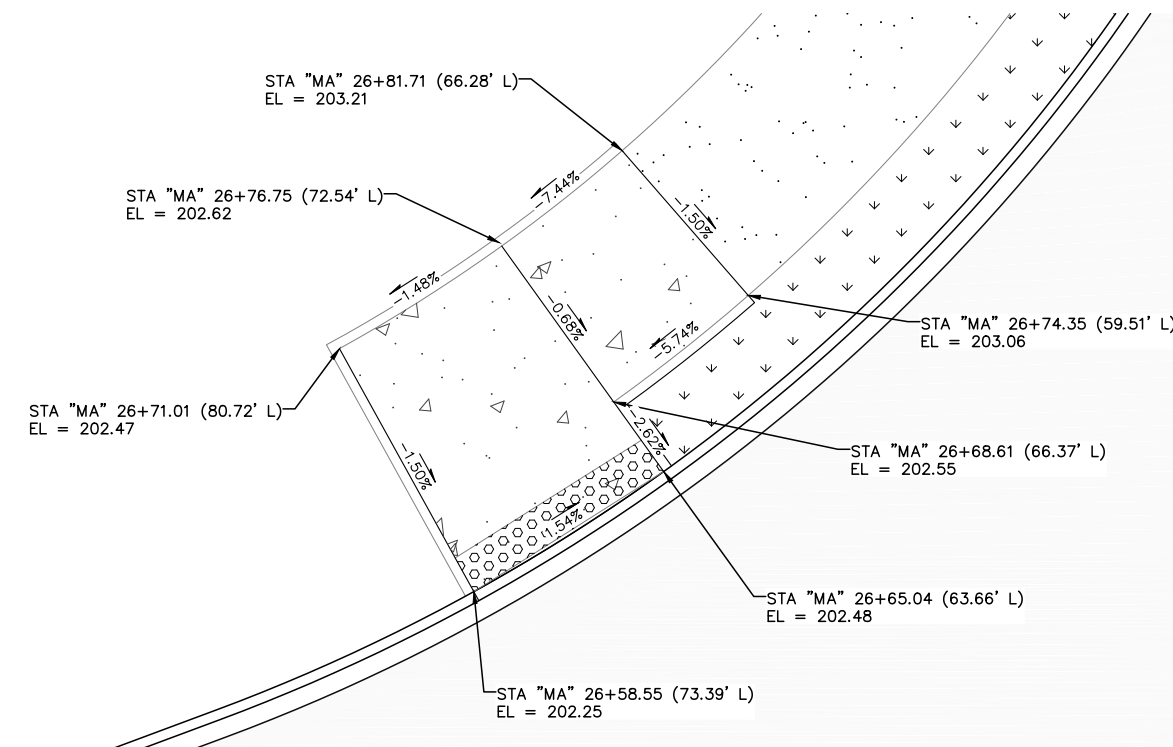
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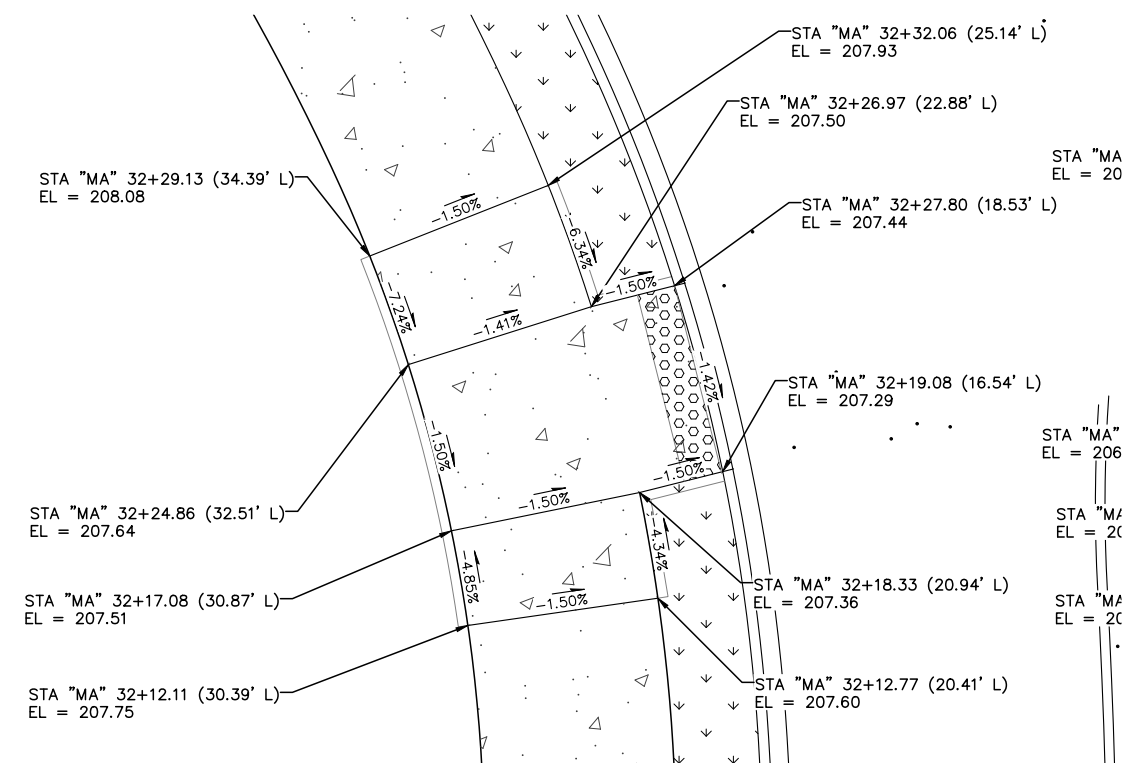
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PEDESTRIAN RAMP 10, TYPE COMBINATION
WSDOT STD PLAN F-40.14-03 & F-40.12-03



PEDESTRIAN RAMP 11, TYPE COMBINATION
WSDOT STD PLAN F-40.14-03 & F-40.12-03



PEDESTRIAN RAMP 12, TYPE COMBINATION
WSDOT STD PLAN F-40.14-03

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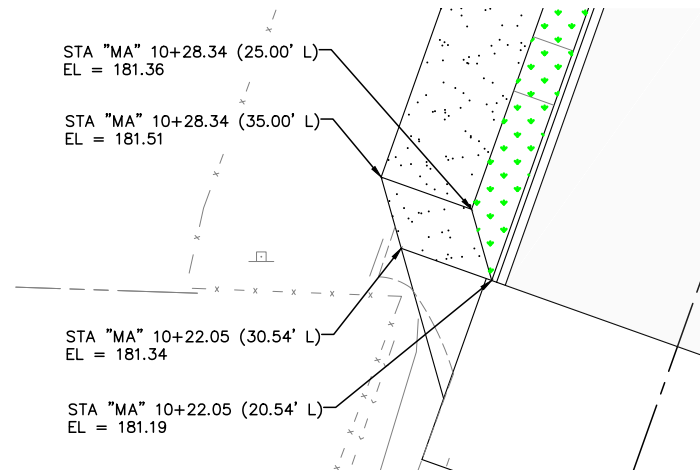
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**MARVIN RD INTERSECTION
IMPROVEMENTS**

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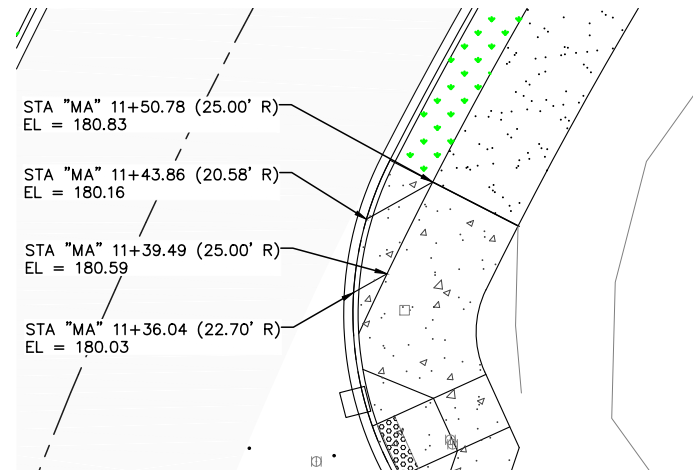
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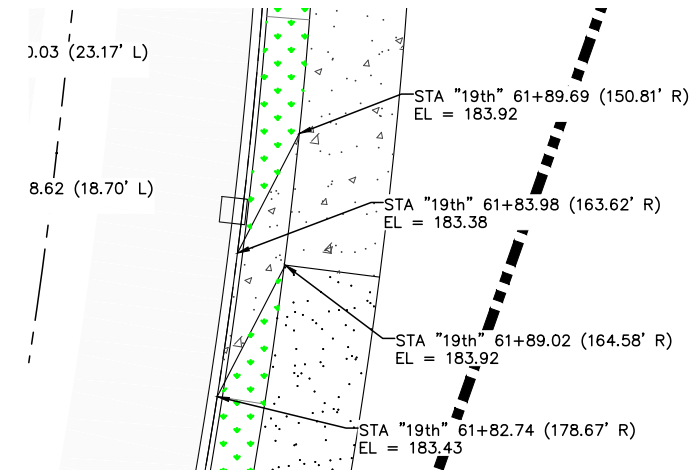
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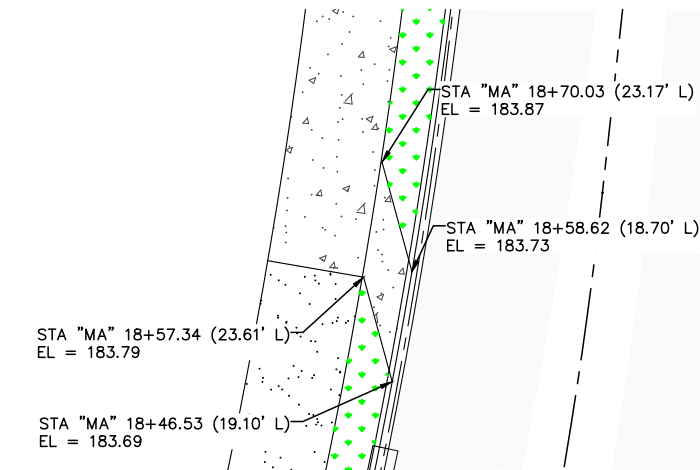
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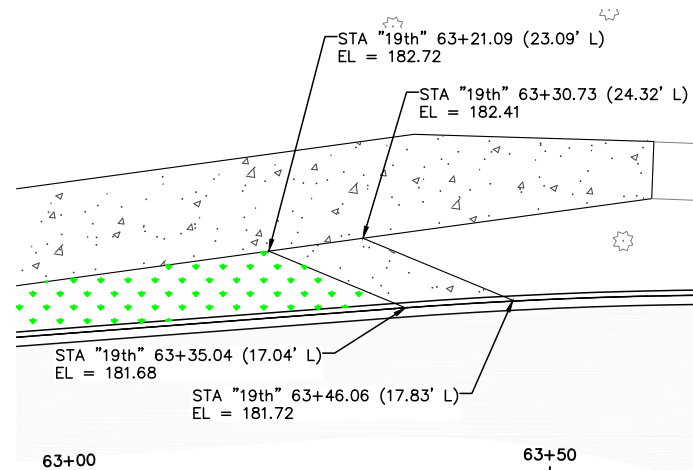
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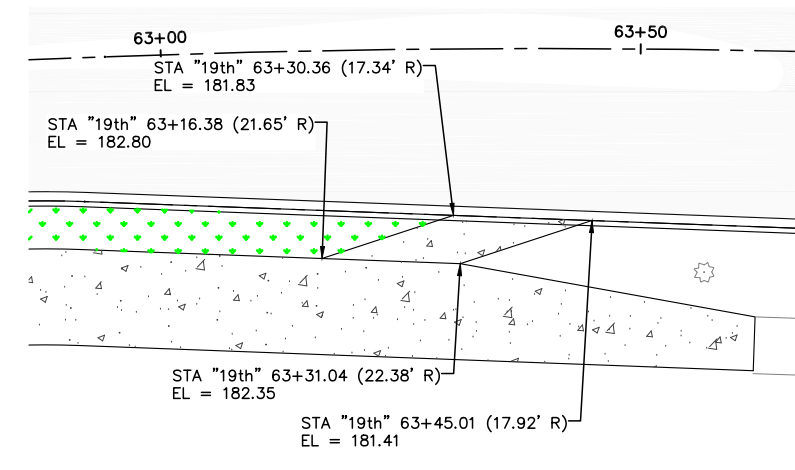
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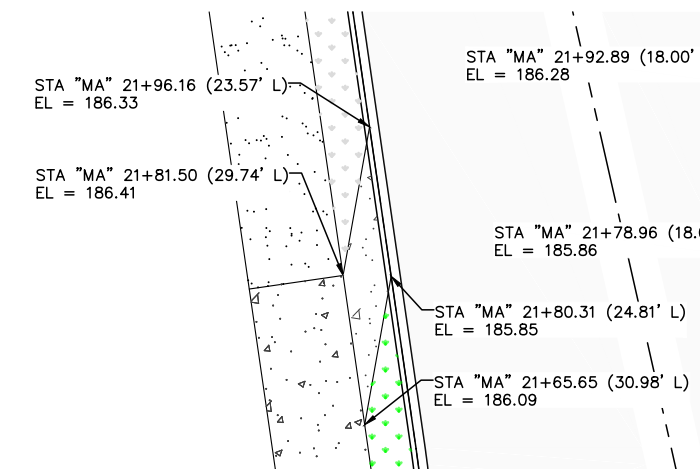
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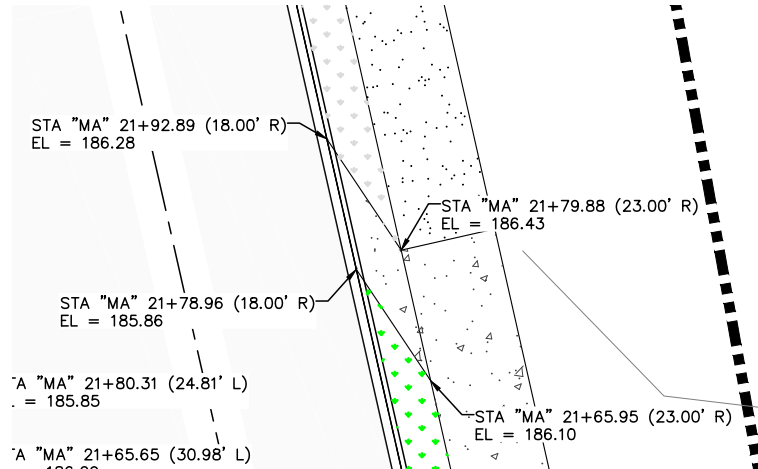
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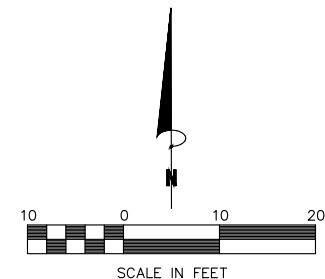
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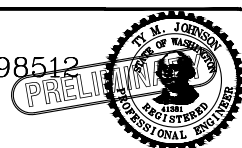
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**MARVIN RD INTERSECTION
IMPROVEMENTS**

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BIKE RAMP DETAILS

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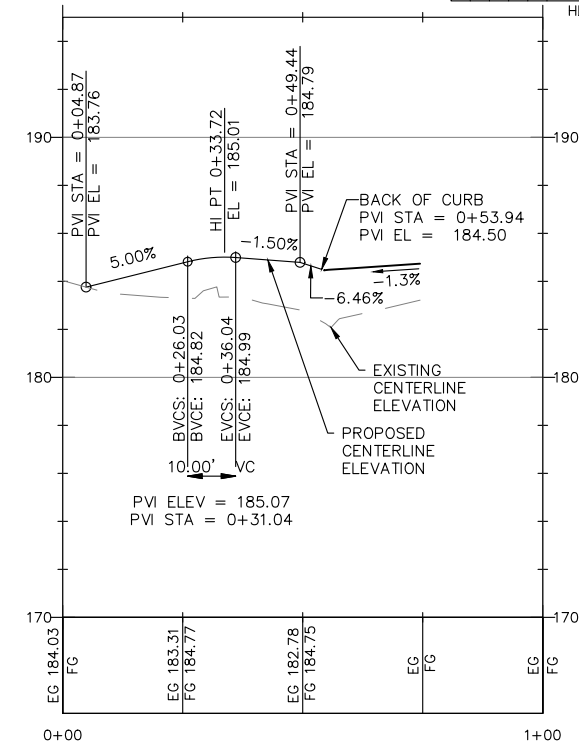
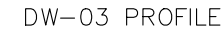
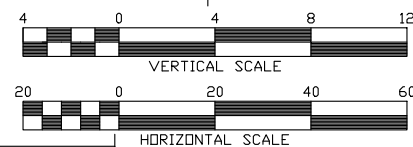
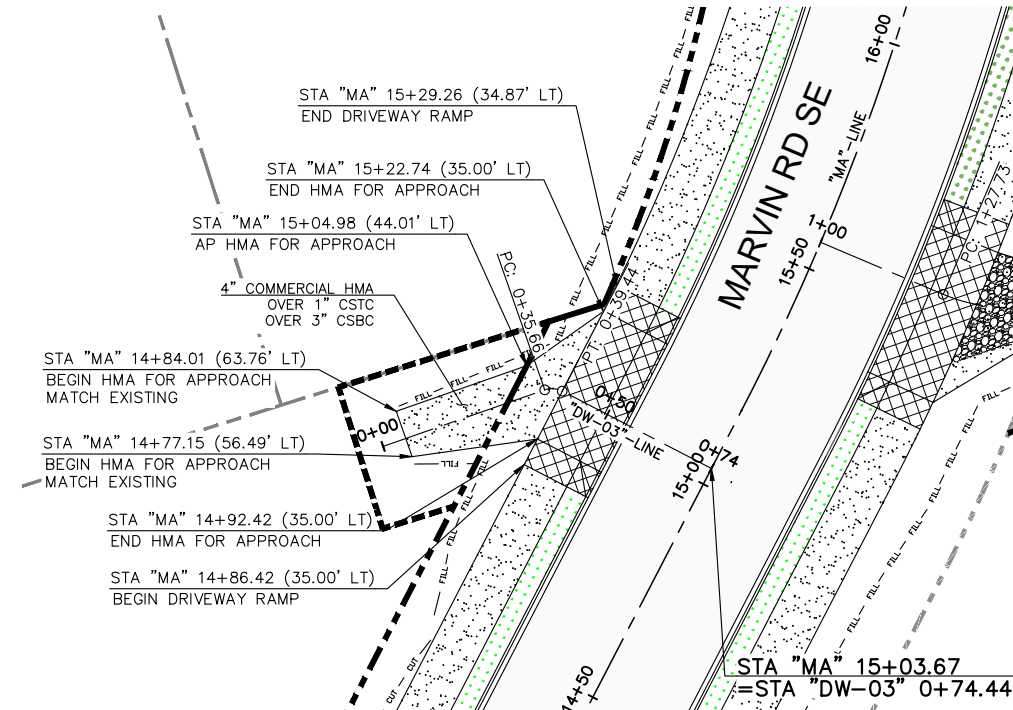
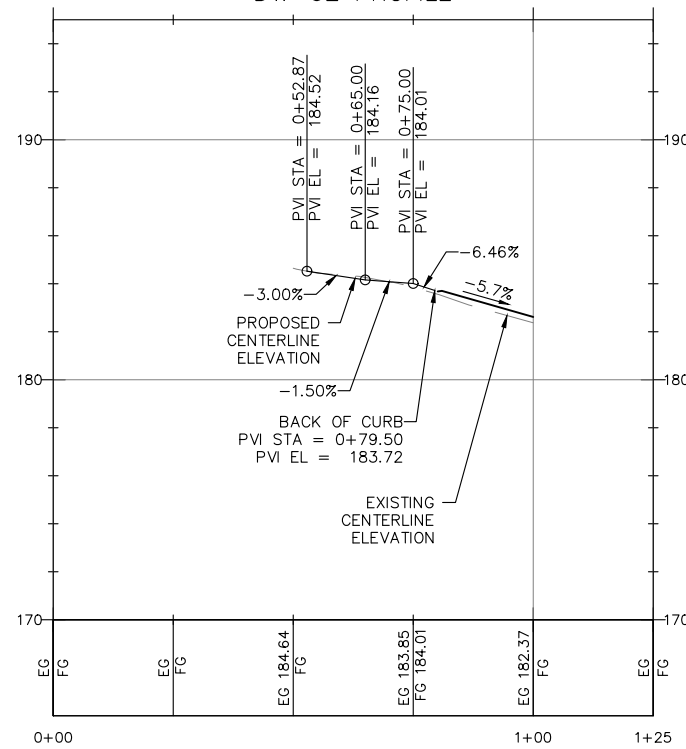
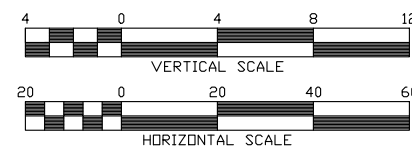
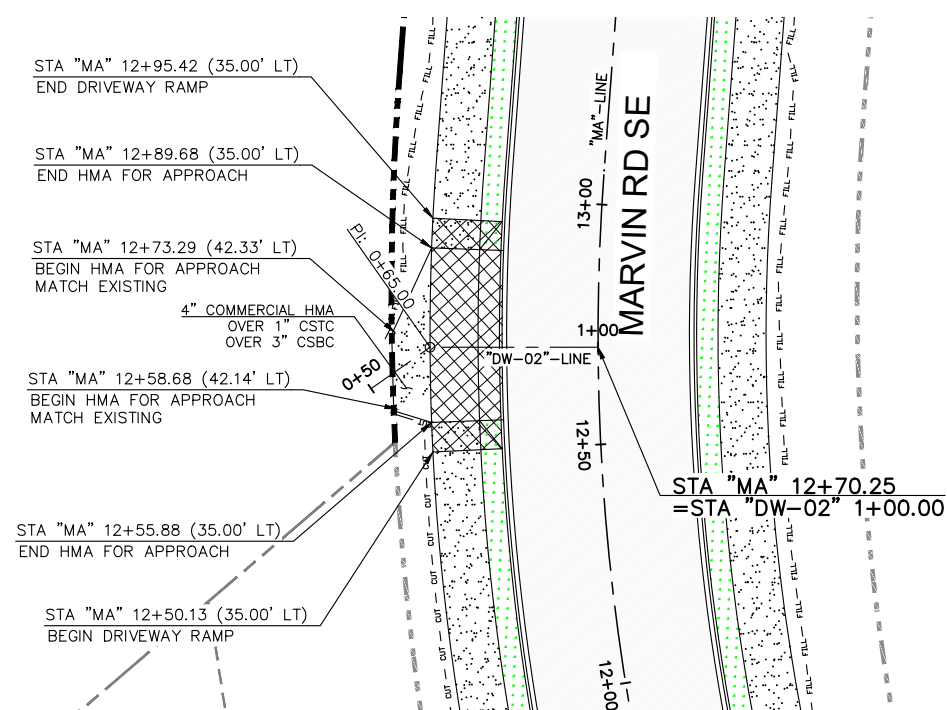
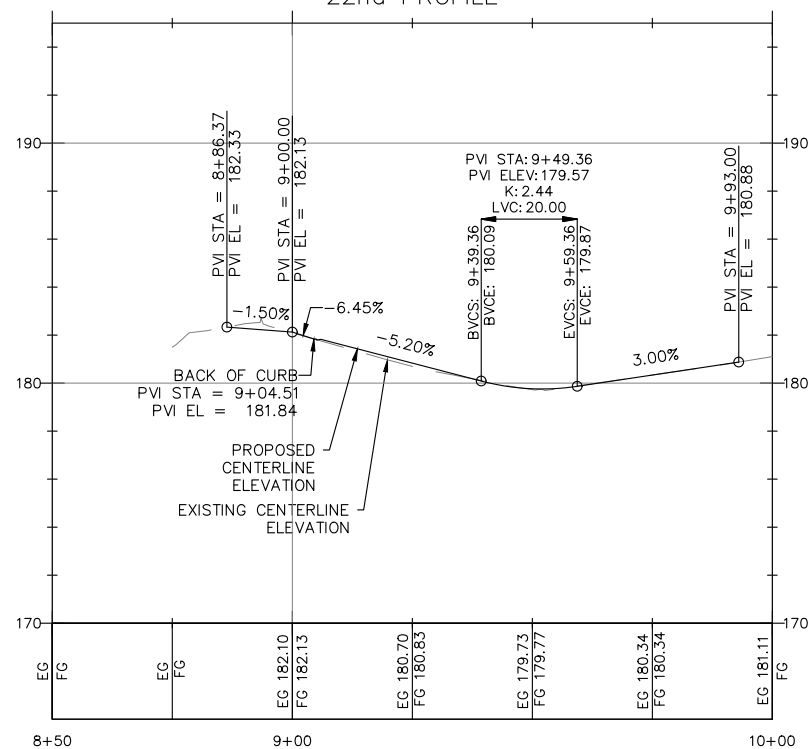
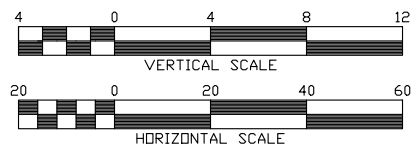
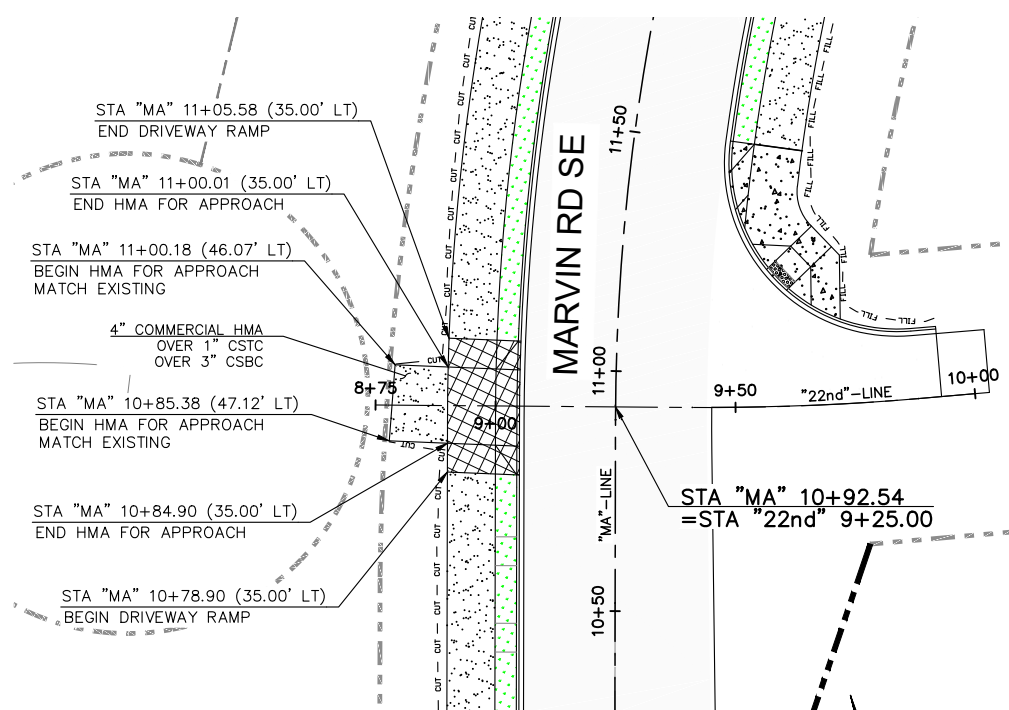
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IMPROVEMENTS

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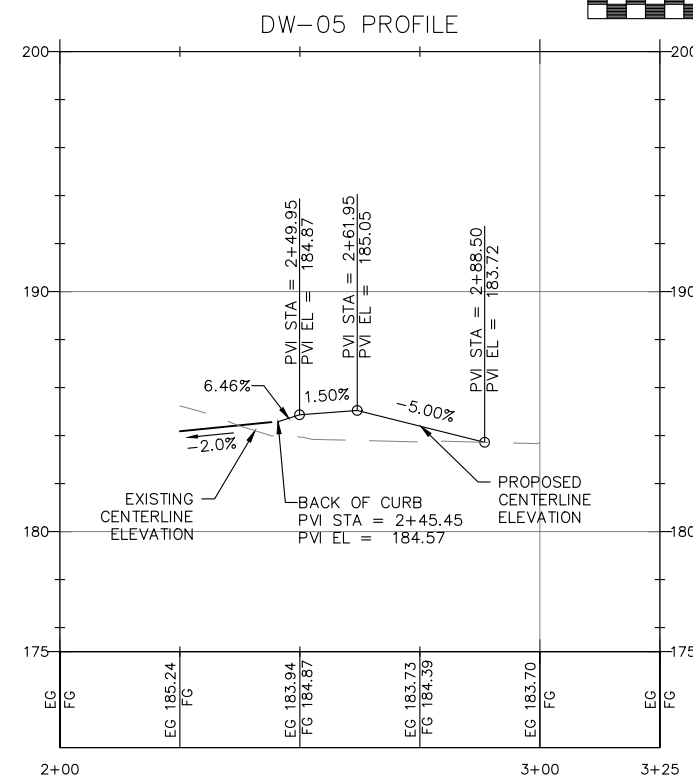
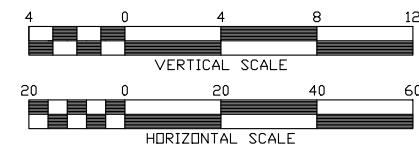
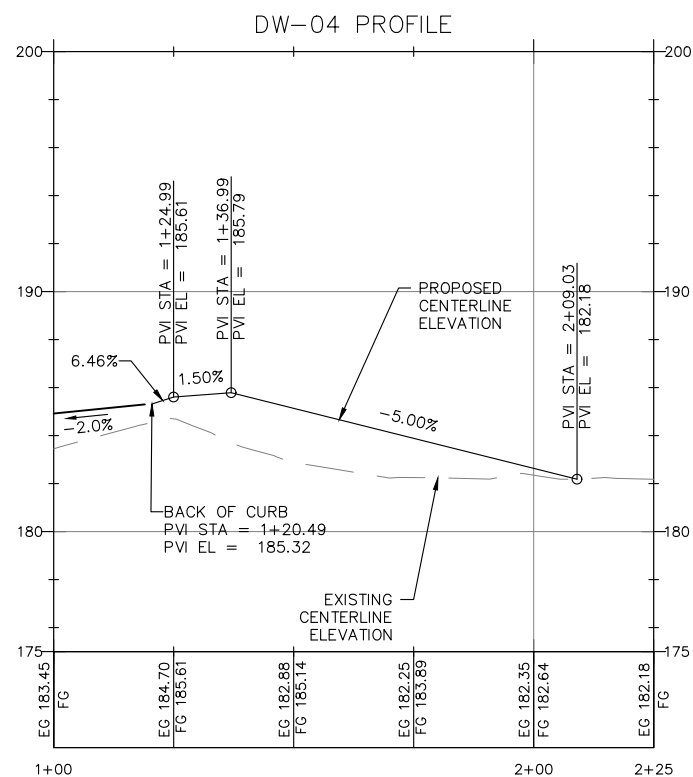
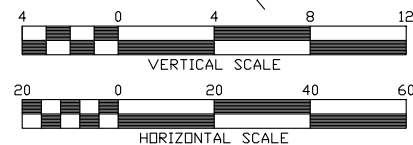
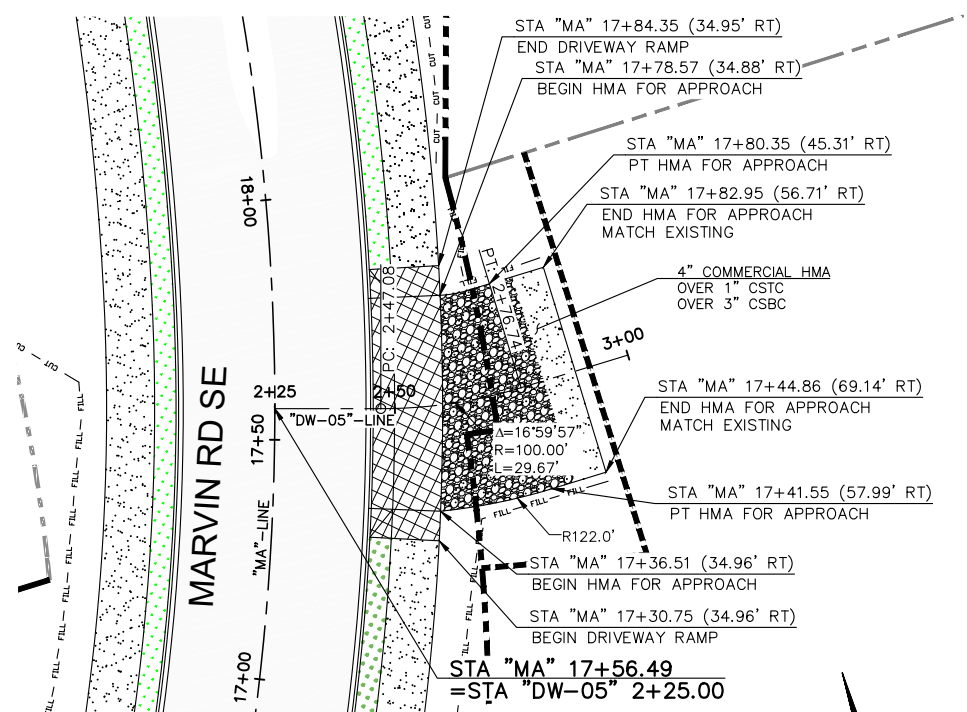
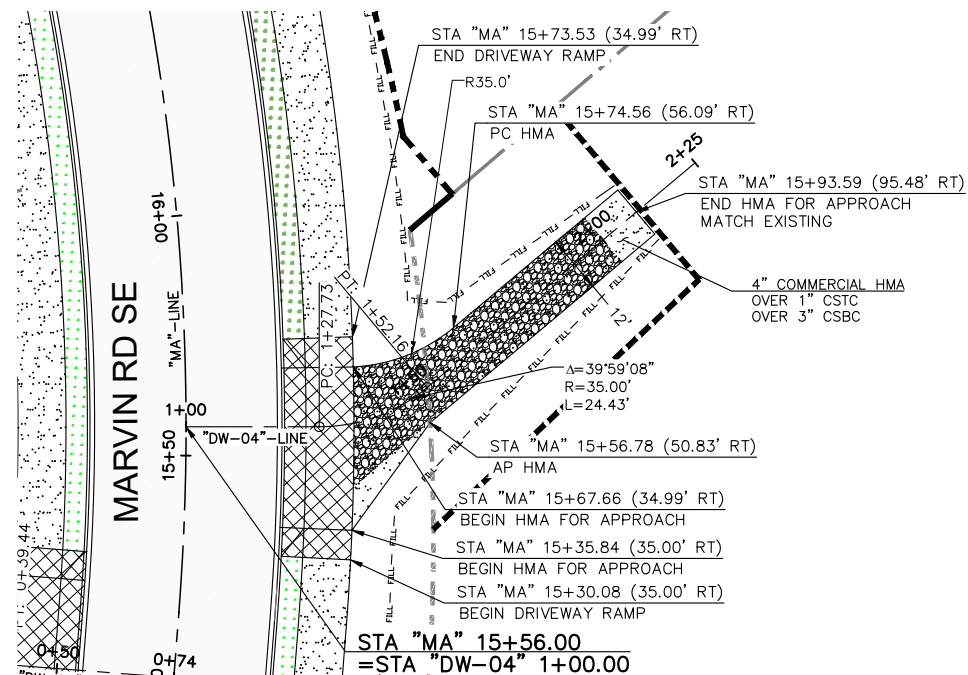
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DRIVEWAY PLAN AND PROFILES 22ND, 02 AND 03

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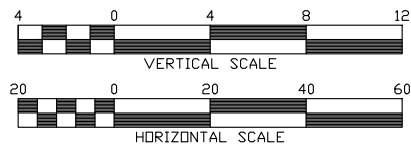
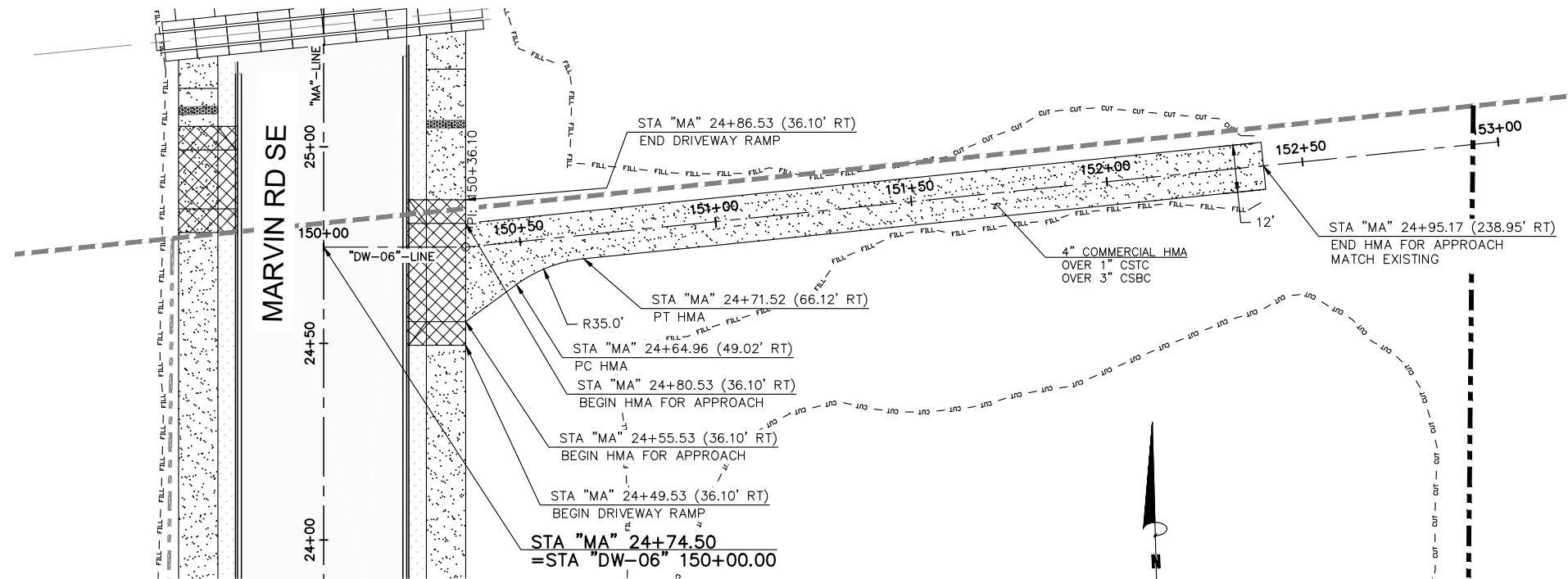
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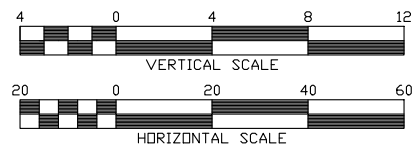
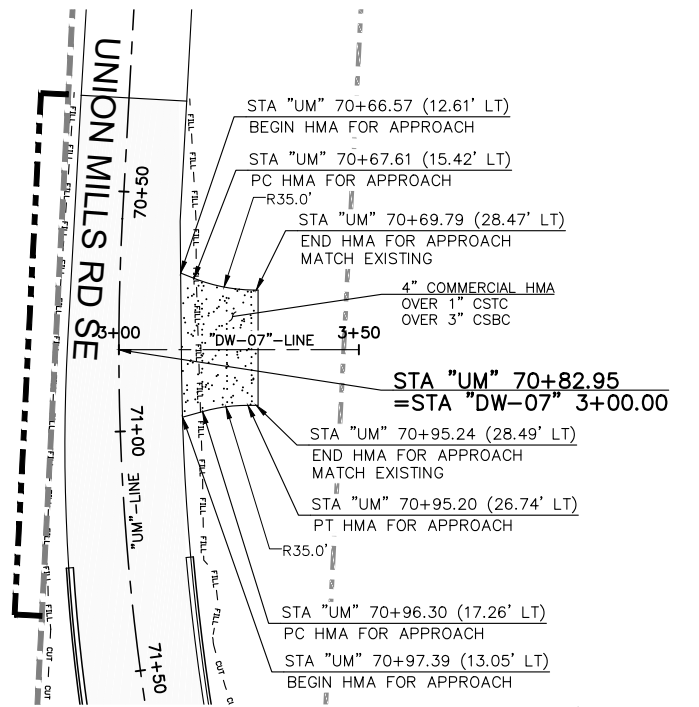
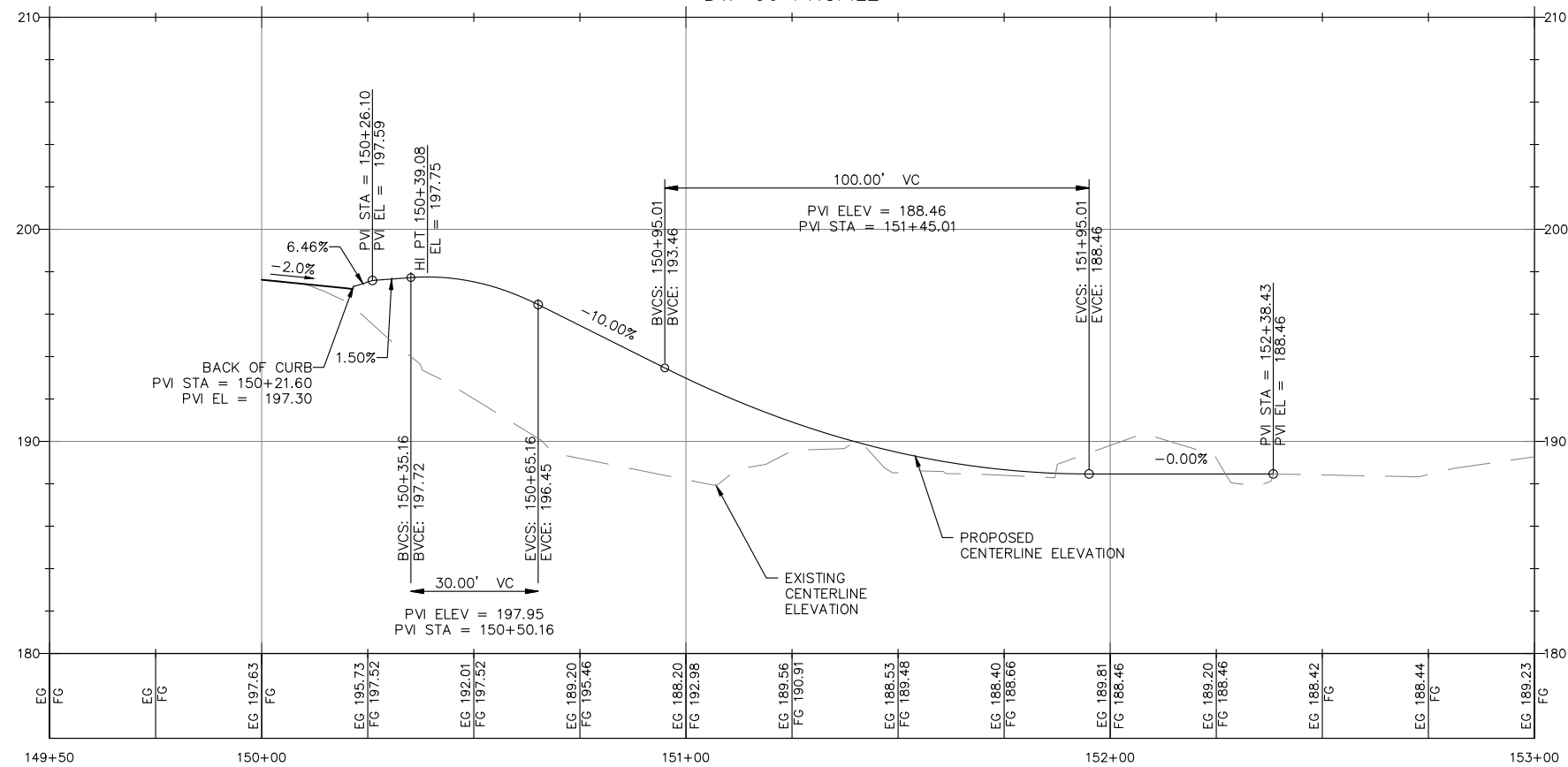
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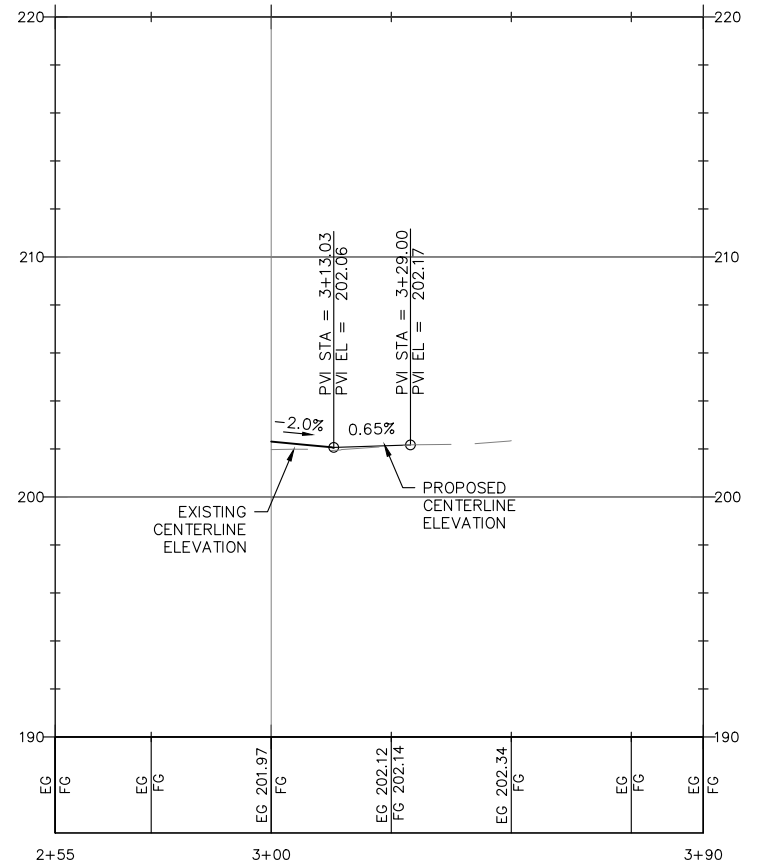
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DW-06 PROFILE



DW-07 PROFILE



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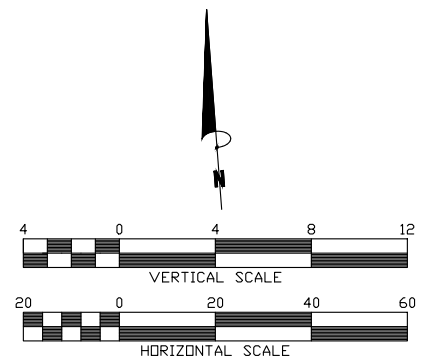
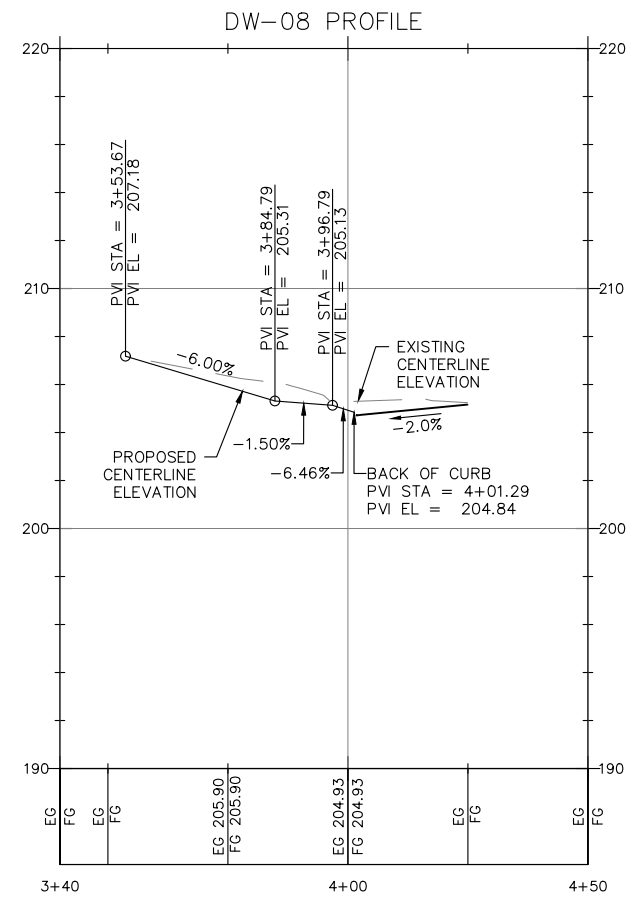
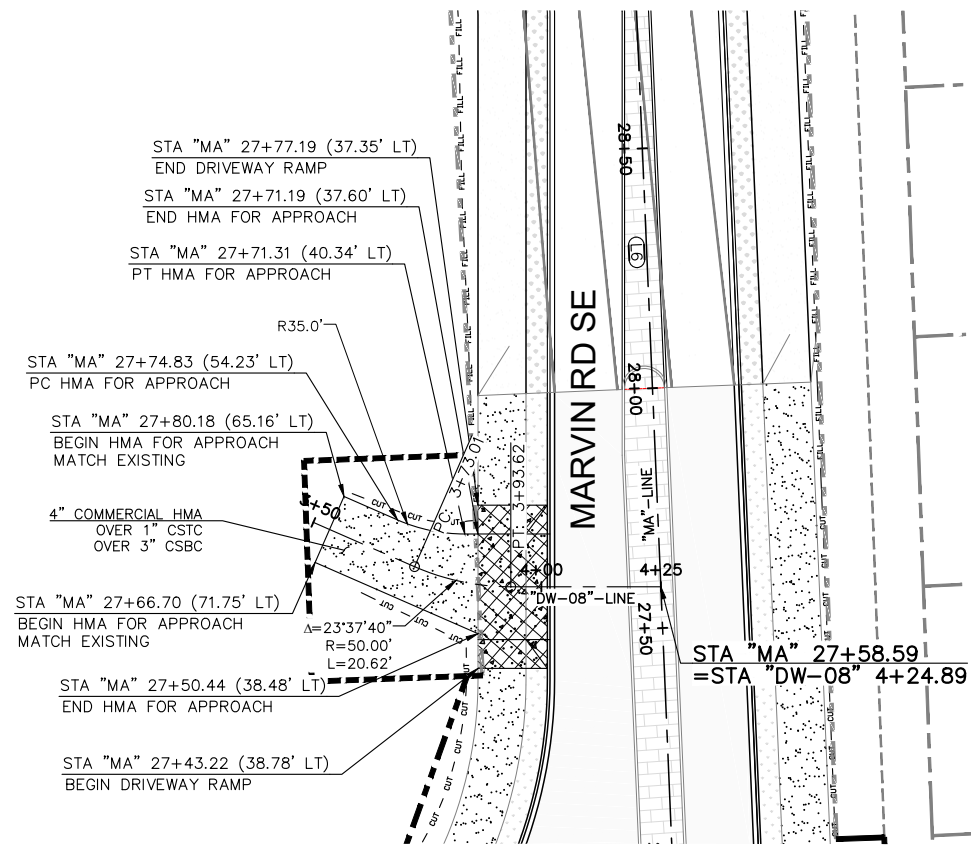
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DRIVEWAY PLAN AND PROFILES 06 AND 07

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PRELIMINARY

Professional Engineer
T. M. JOHNSON
No. 61478
WA
REGISTERED
CIVIL
ENGINEER

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DRIVEWAY PLAN AND PROFILES 08

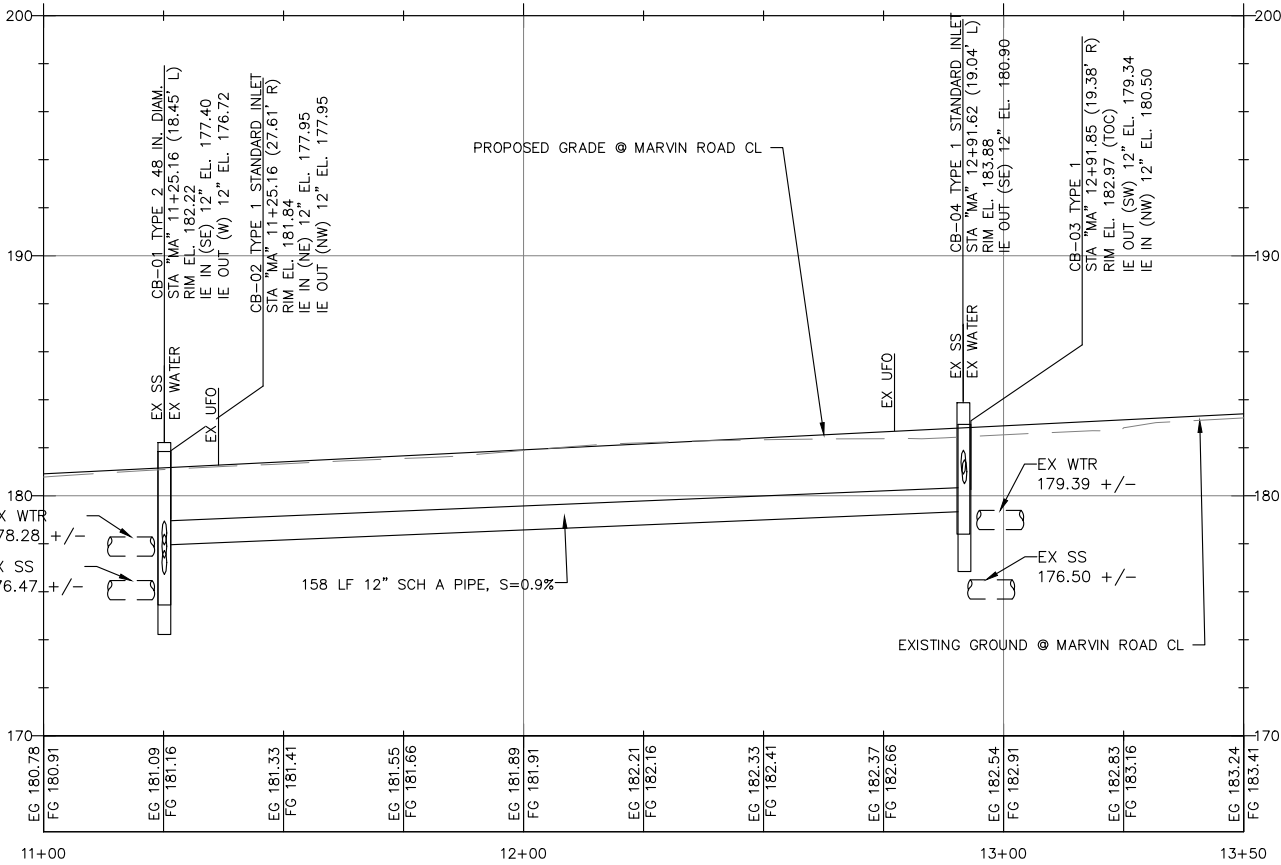
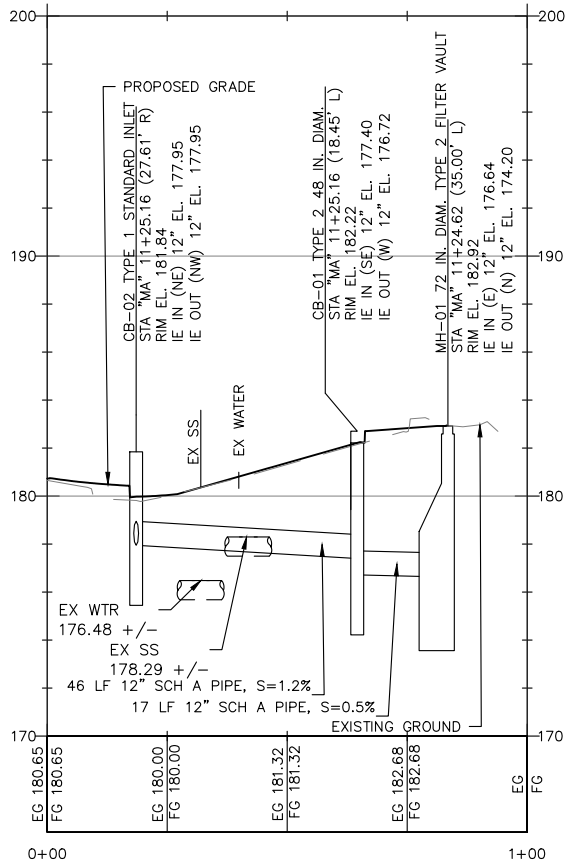
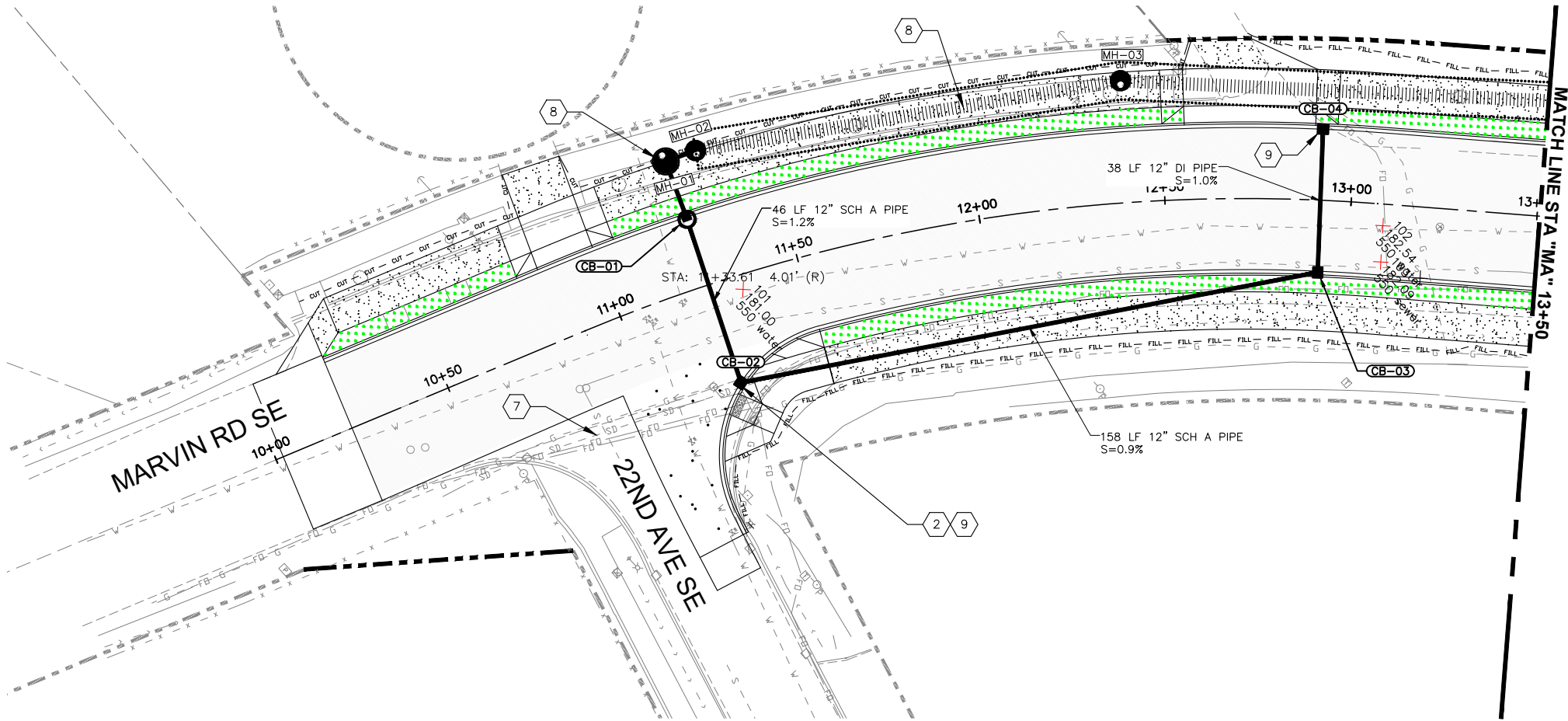
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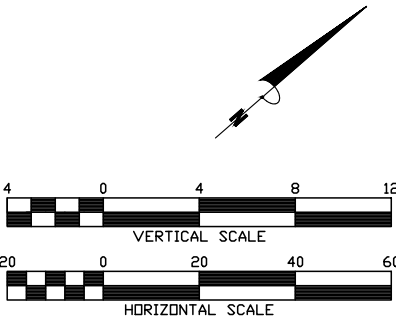
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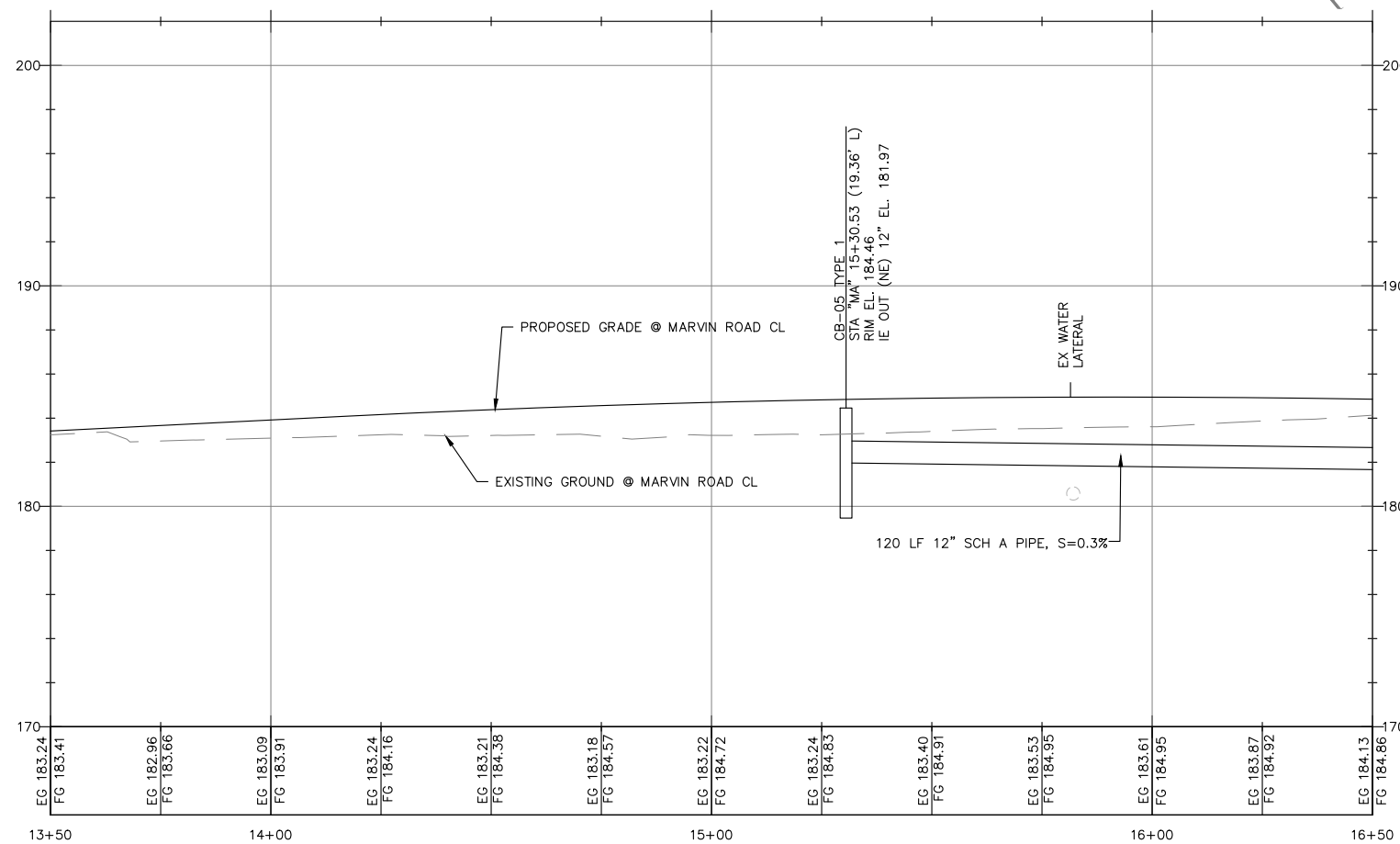
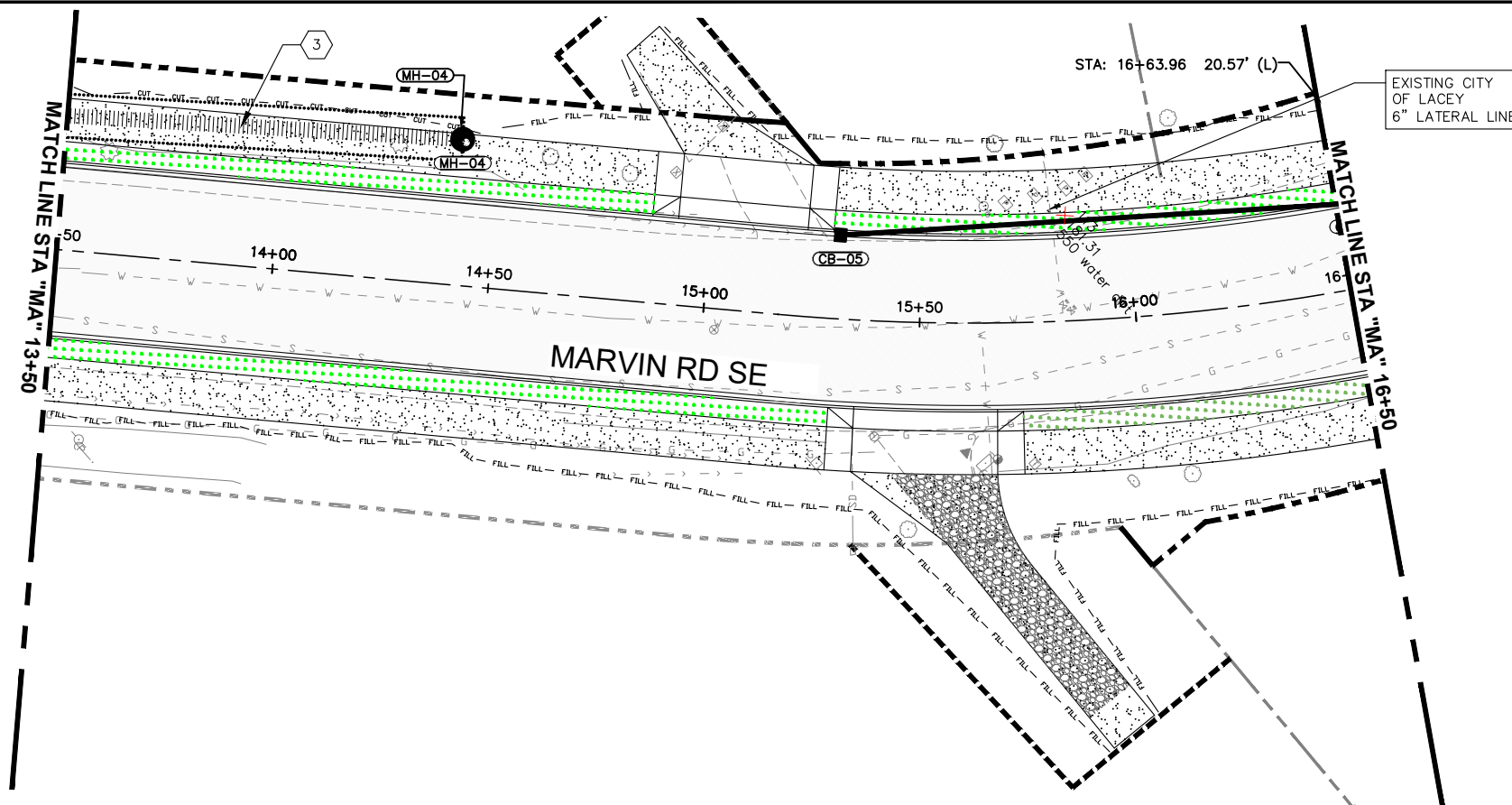
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MARVIN RD DRAINAGE PLAN AND
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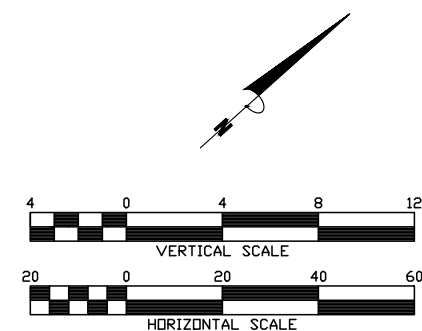


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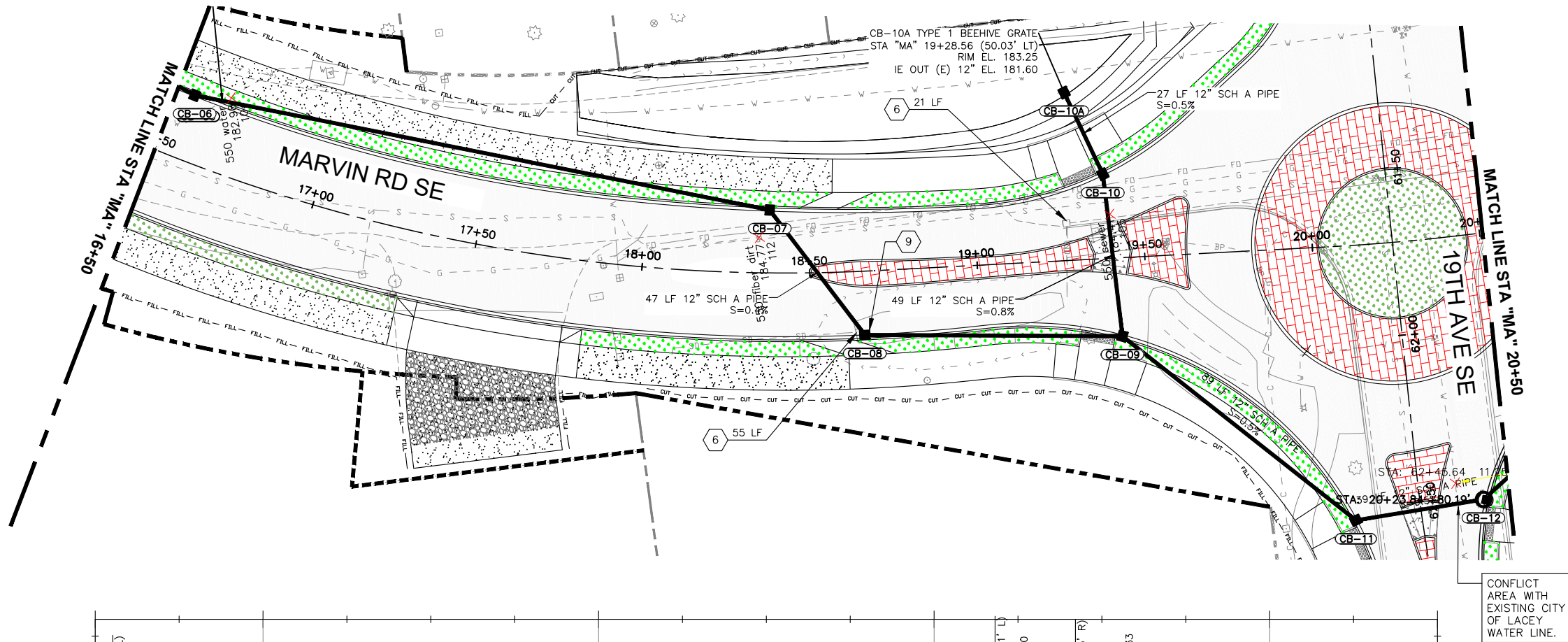
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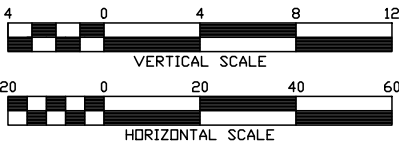
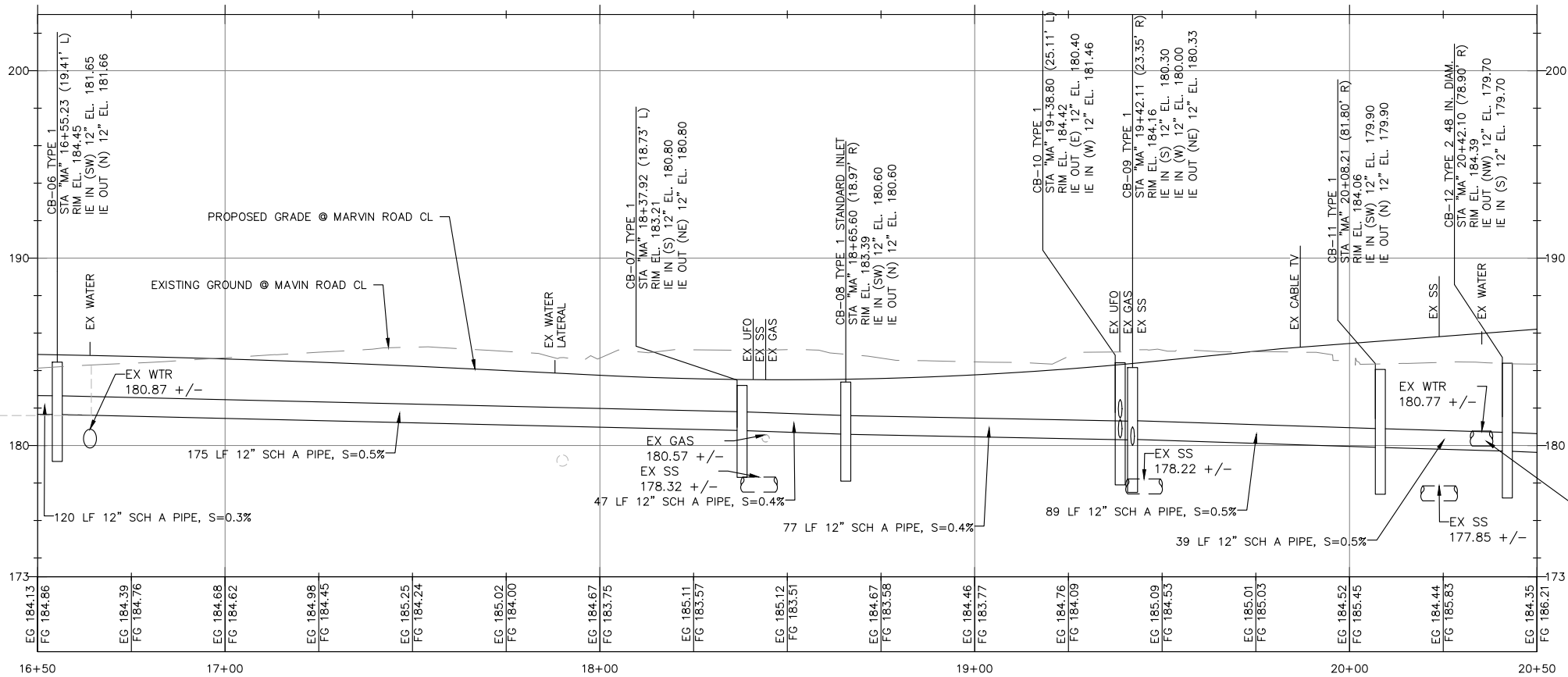


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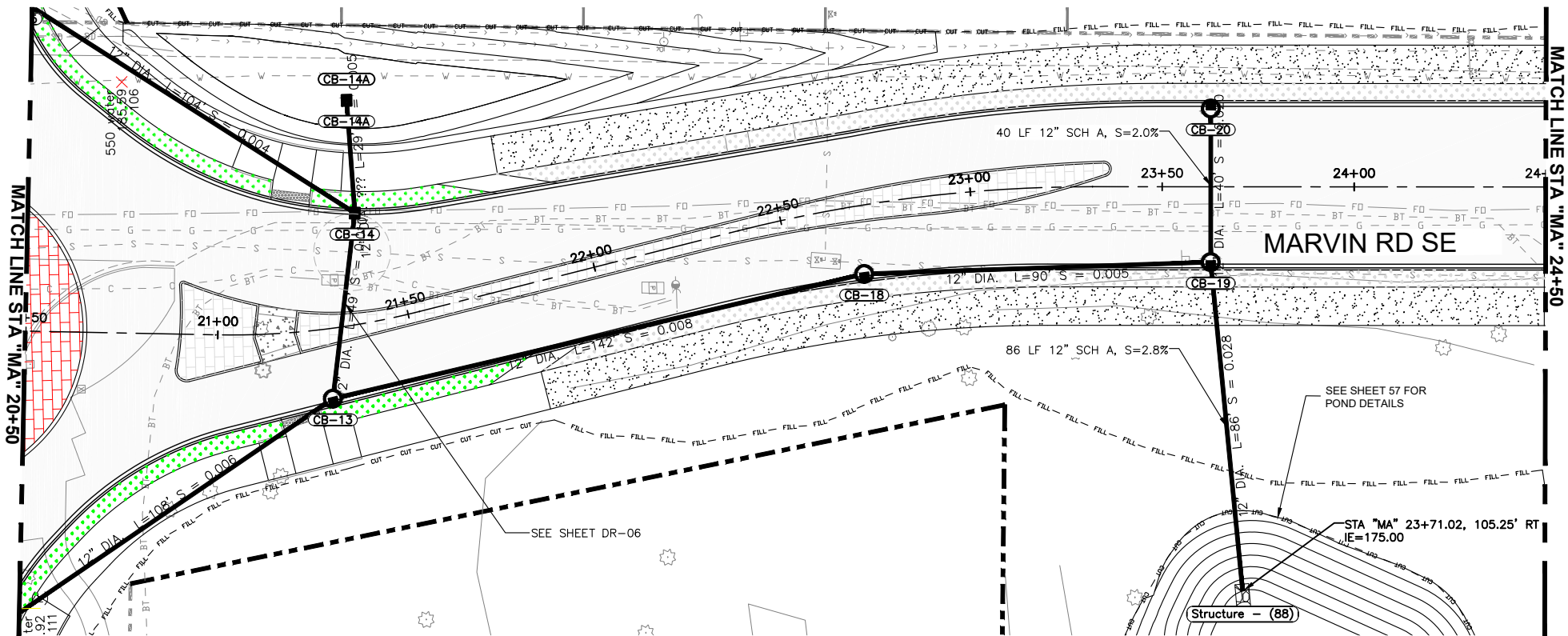
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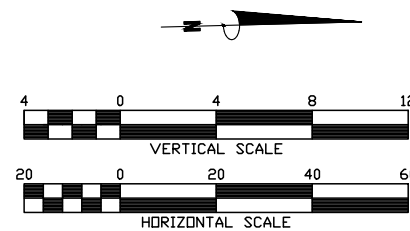
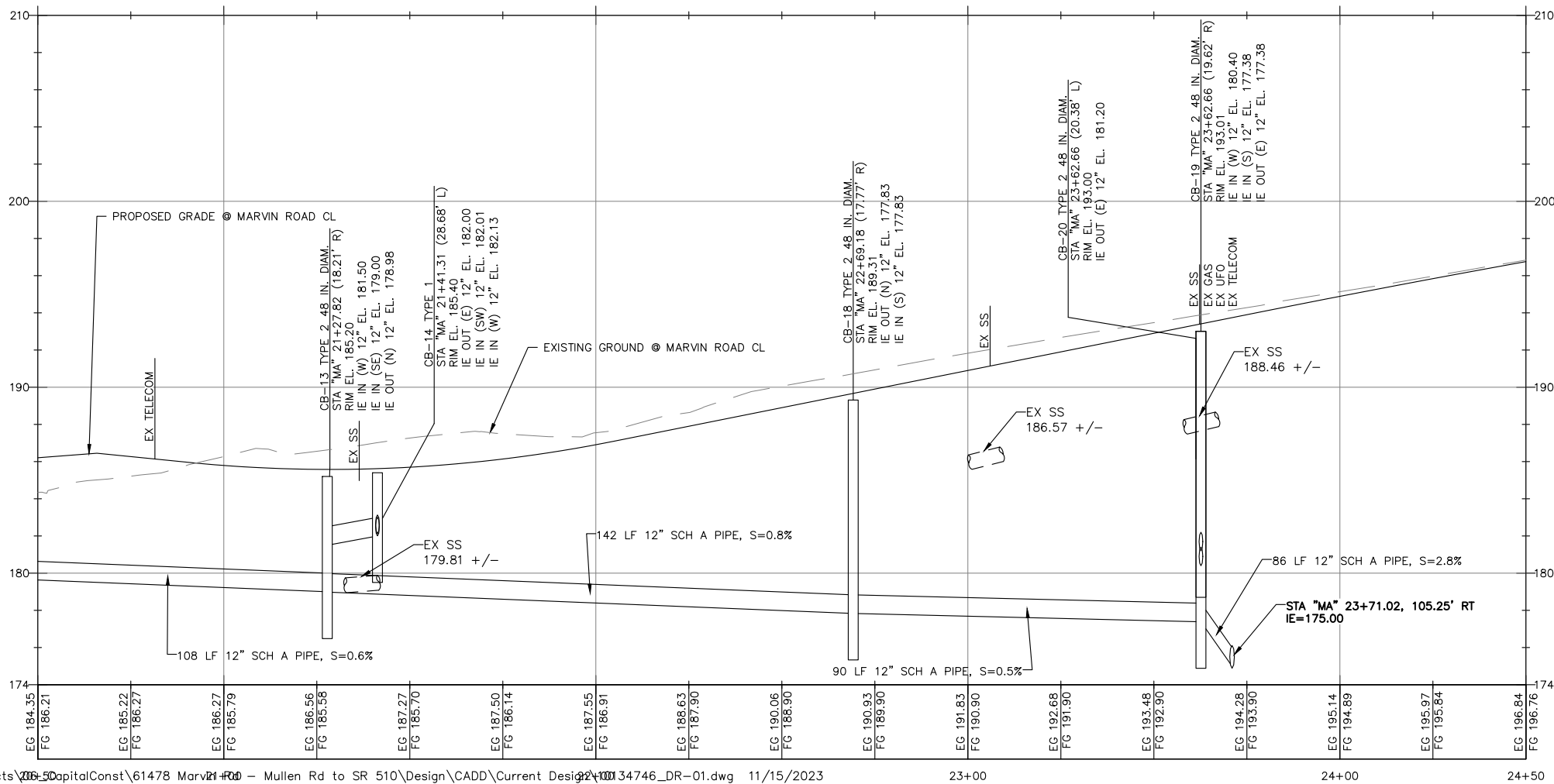
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- KEY NOTES**
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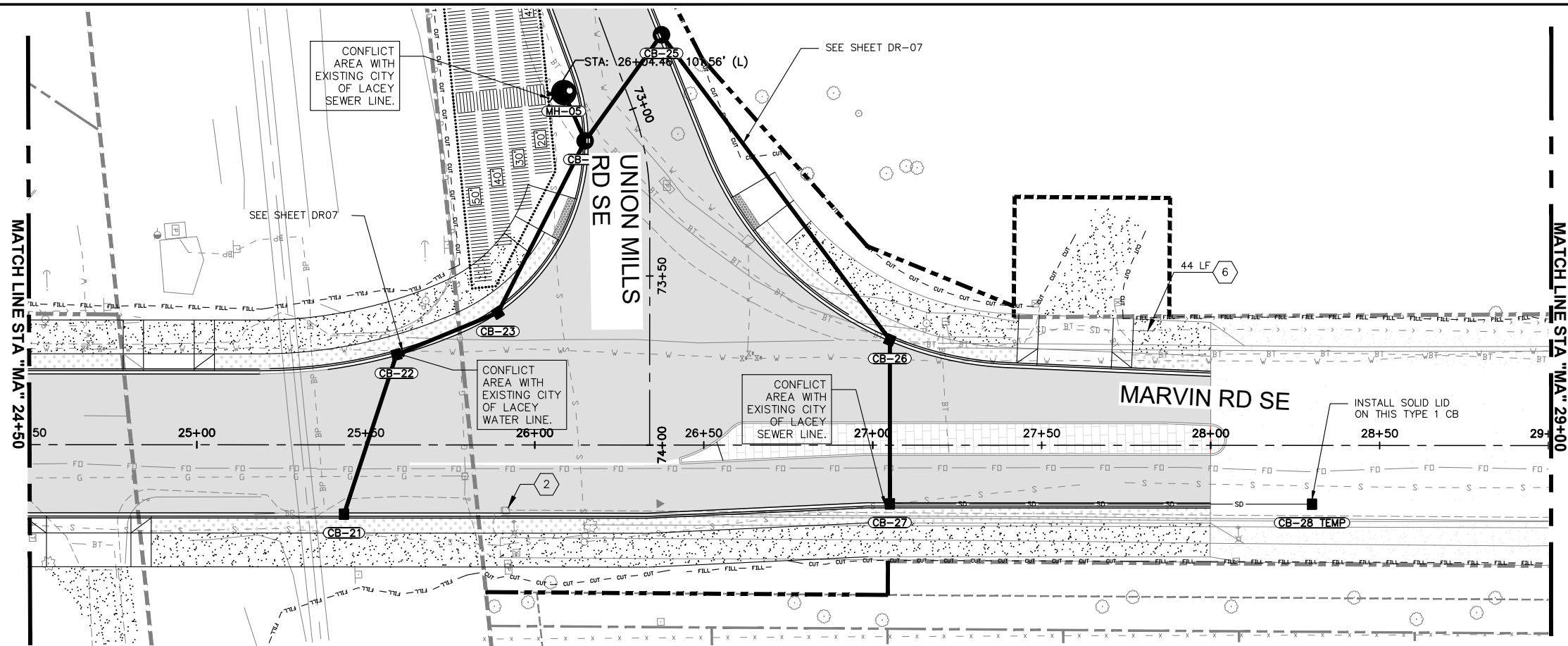
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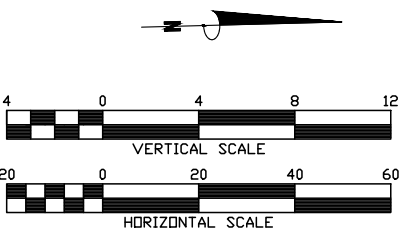
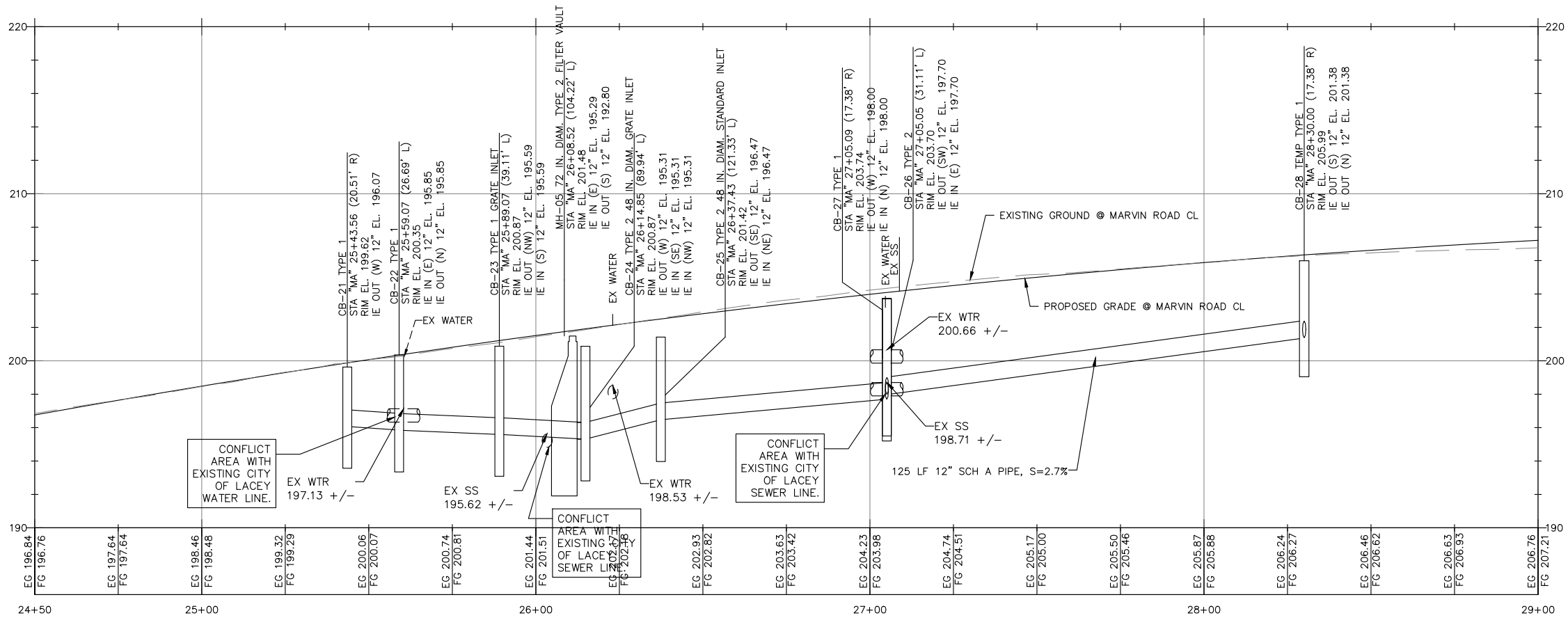


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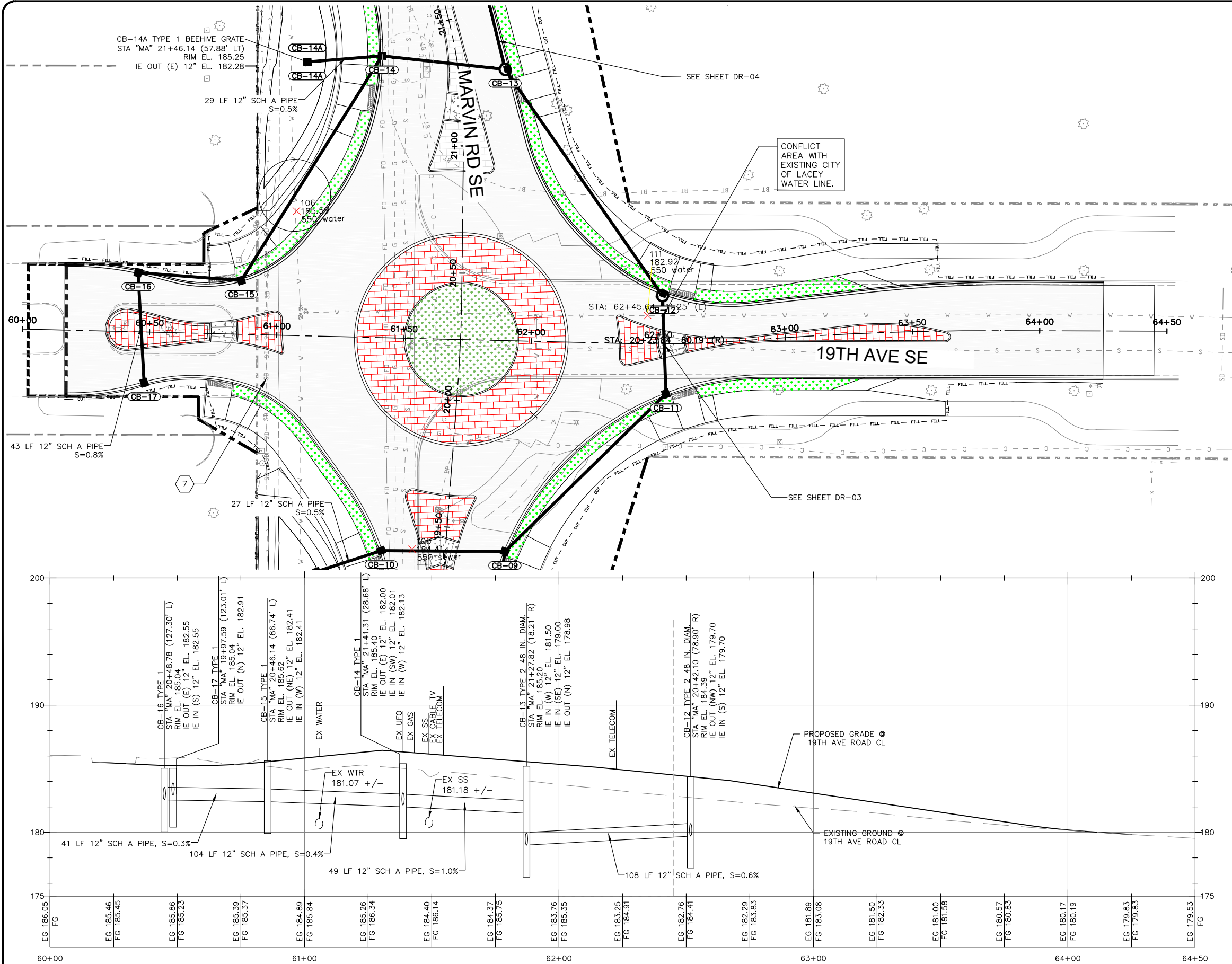
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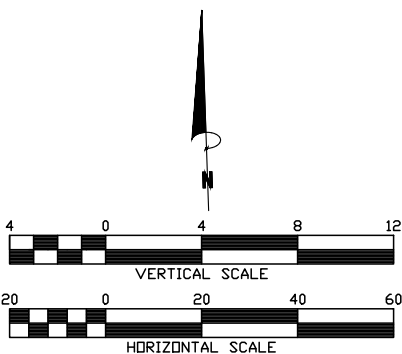


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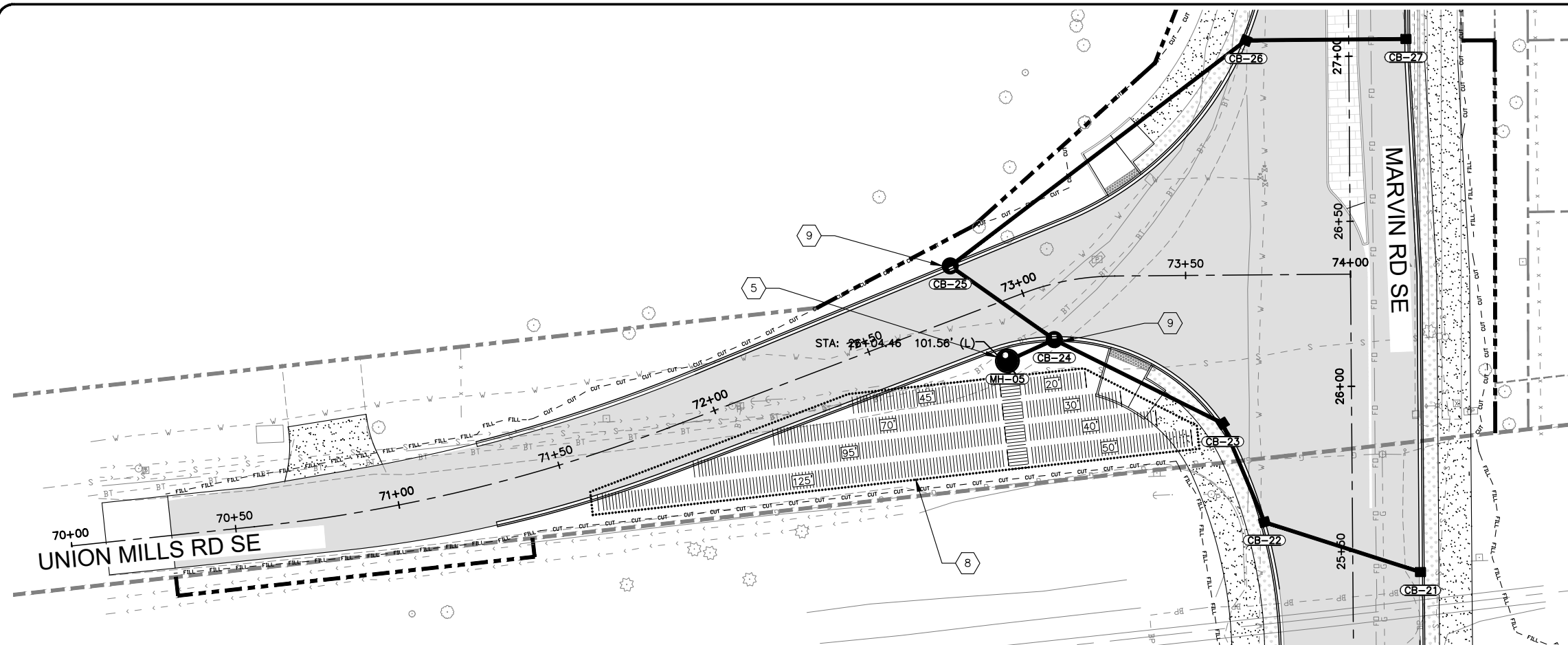
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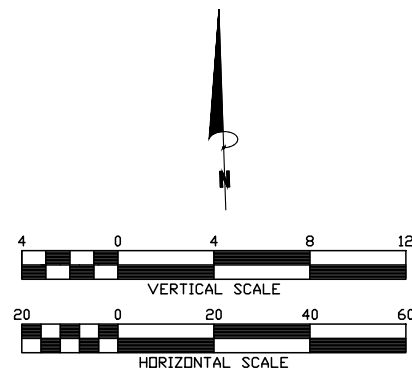
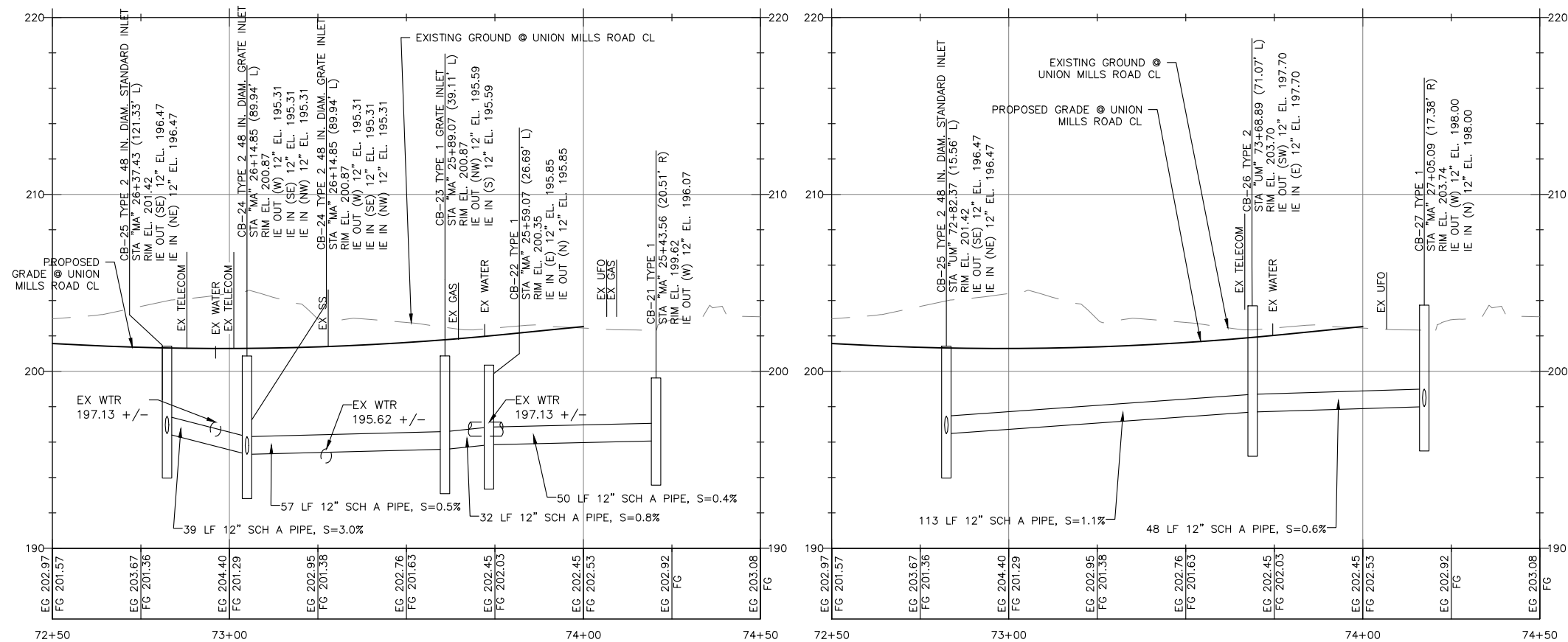


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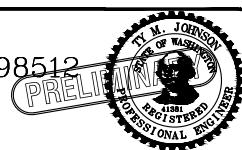
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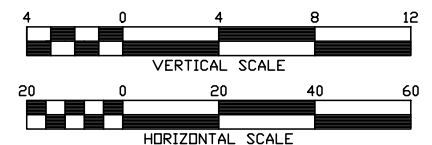
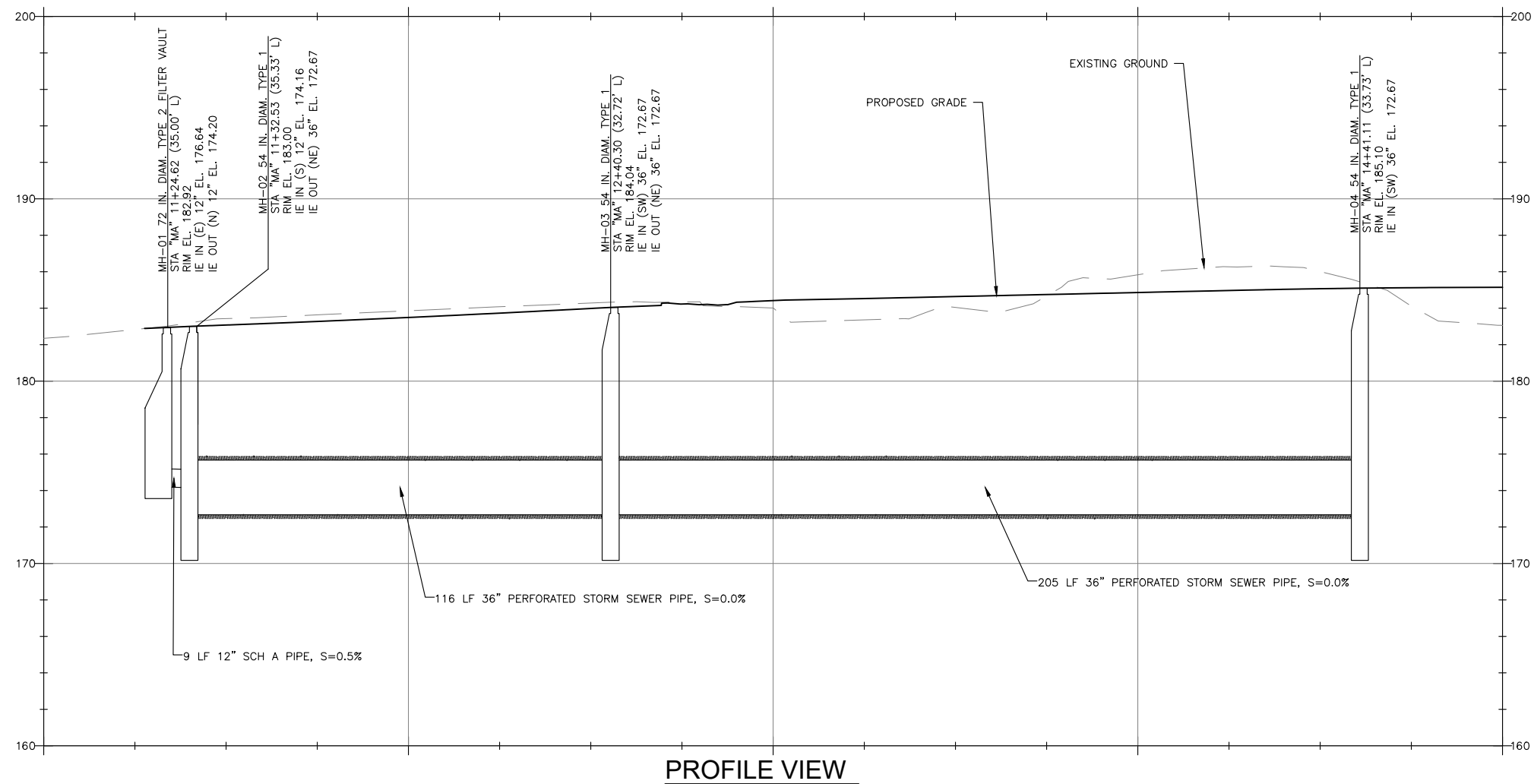
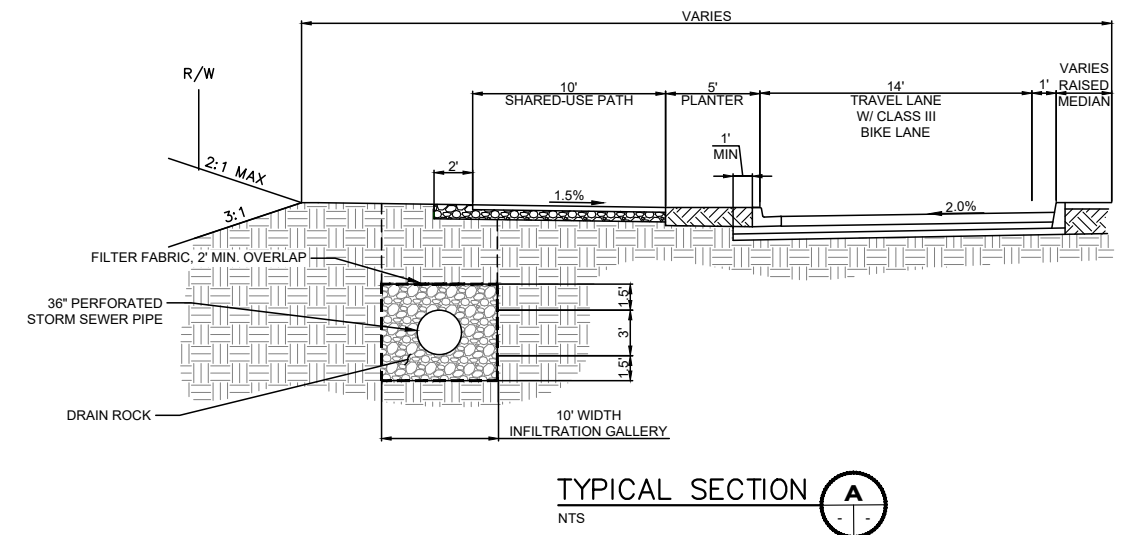
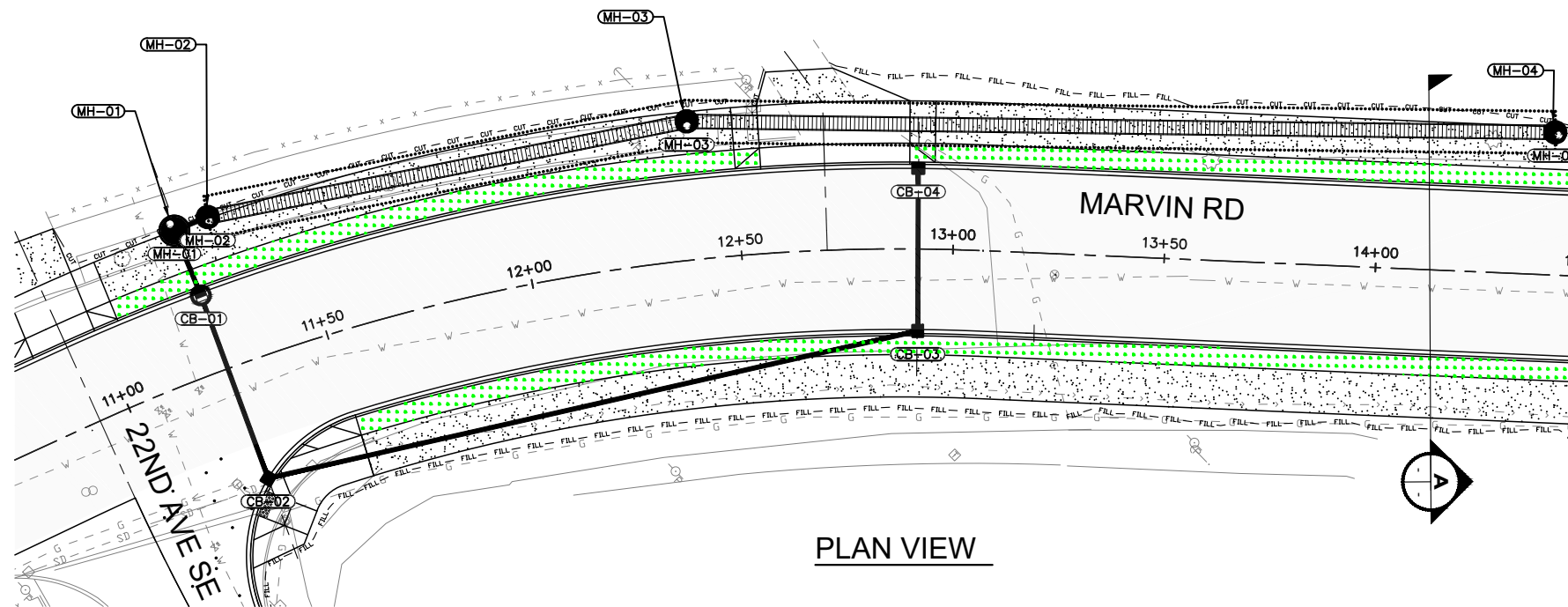
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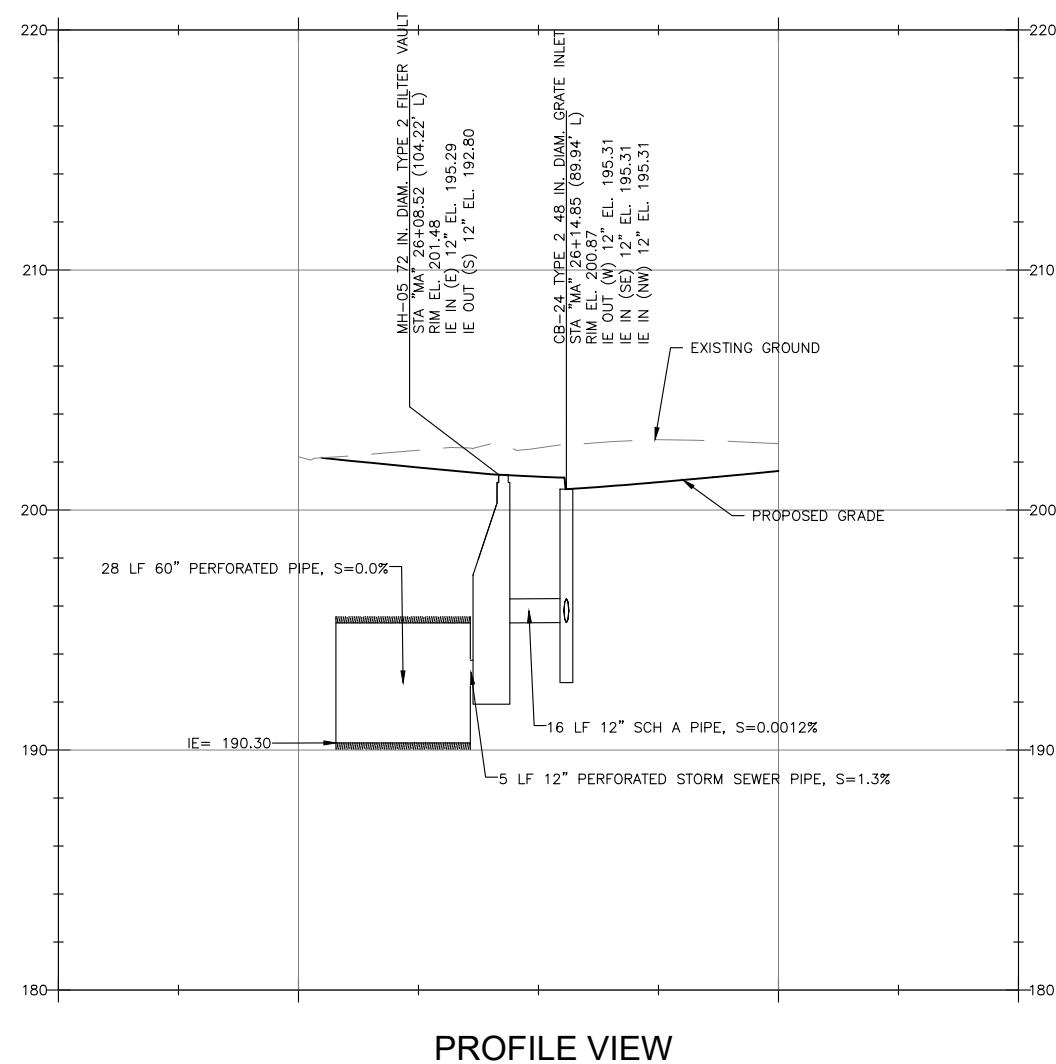
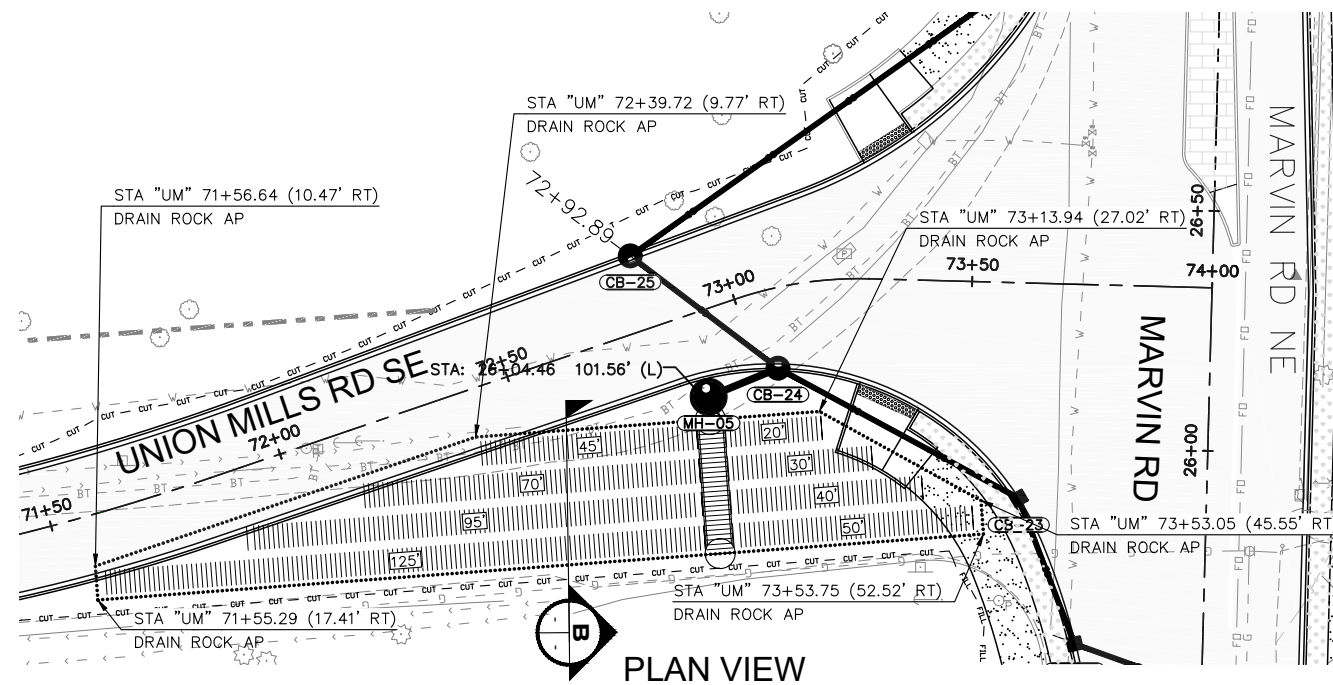
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IMPROVEMENTS

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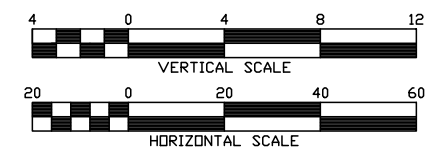
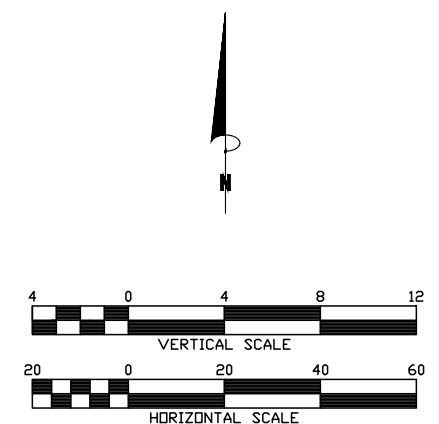
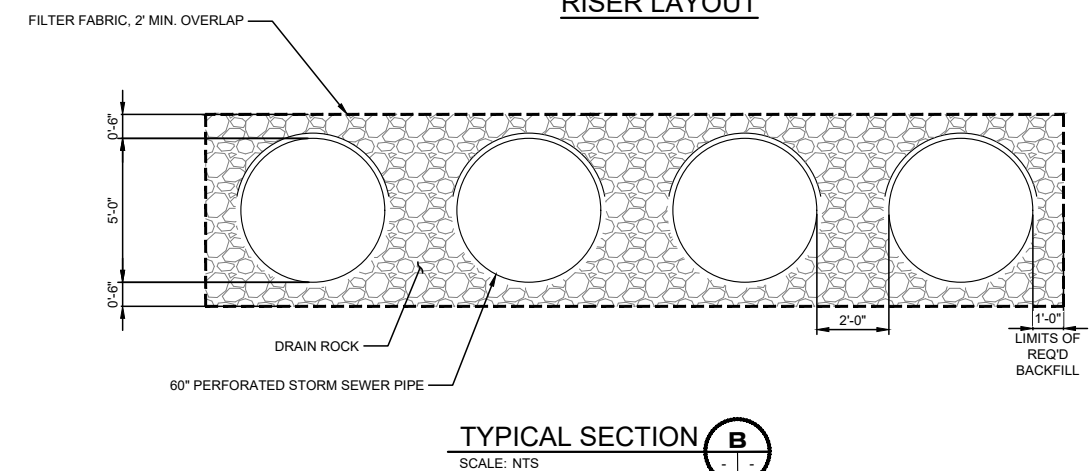
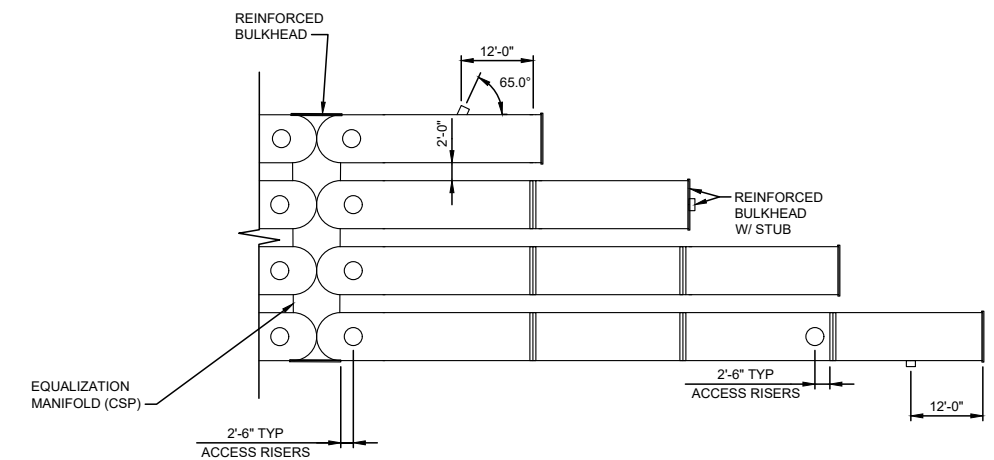
22ND AVE SE
INFILTRATION GALLERY DETAILS

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- GENERAL NOTES:

1. DELIVERED BAND STYLE AND FASTENER TYPE MAY VARY BY FABRICATION PLANT.
2. JOINT IS TO BE ASSEMBLED PER AASHTO BRIDGE CONSTRUCTION SPECIFICATION SEC 26.4.2.4.
3. BAND MATERIAL AND GAGE TO BE SAME AS RISER MATERIAL.
4. IF RISER HAS A HEIGHT OF COVER OF 10' OR MORE, USE A SLIP JOINT.
5. BANDS ARE NORMALLY FURNISHED AS (A) 12" THROUGH 48" 1-PIECE, (B) 54" 2-PIECES
6. ALL RISER JOINT COMPONENTS WILL BE FIELD ASSEMBLED.
7. MANHOLE RISERS IN APPLICATIONS WHERE TRAFFIC LOADS ARE IMPOSED REQUIRE SPECIAL DESIGN CONSIDERATIONS.
8. DIMENSIONS SUBJECT TO MANUFACTURING TOLERANCES.



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(360)867-2300



Designed: C. FRENCH
Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

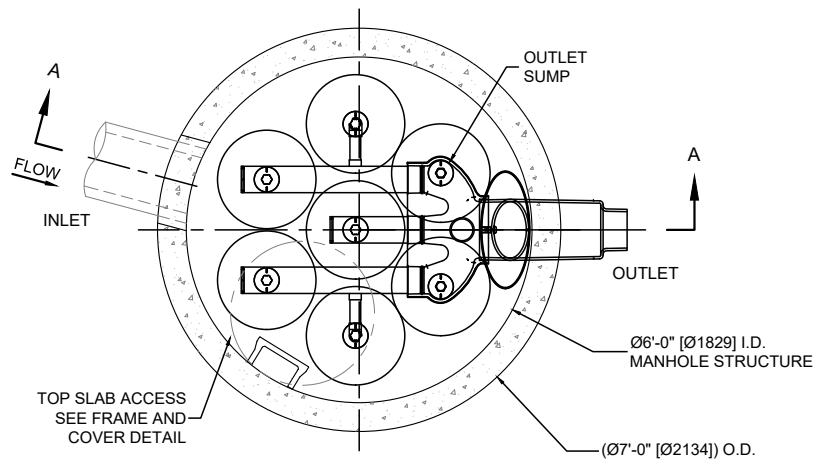
Revisions	Date
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MARVIN RD INTERSECTION
IMPROVEMENTS

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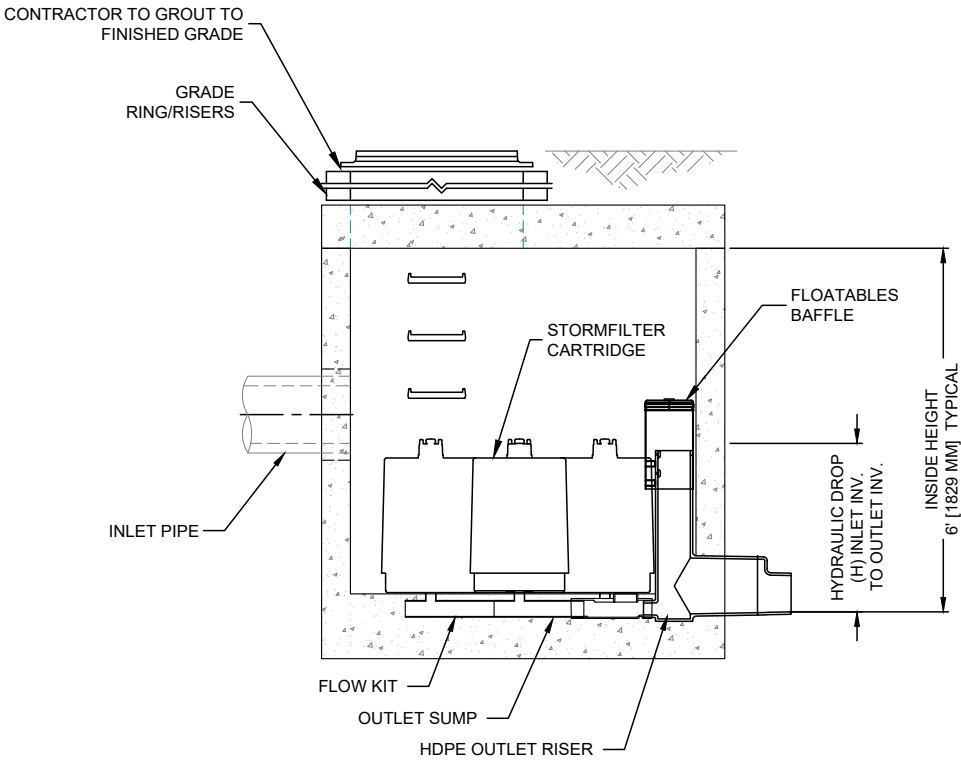
UNION MILLS RD SE
INFILTRATION GALLERY DETAILS

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PLAN VIEW

STANDARD OUTLET RISER
FLOWKIT: 42A



SECTION A-A

STORMFILTER TREATMENT CAPACITY IS A FUNCTION OF THE CARTRIDGE SELECTION AND THE NUMBER OF CARTRIDGES. THE STANDARD MANHOLE STYLE IS SHOWN WITH THE MAXIMUM NUMBER OF CARTRIDGES (7). VOLUME SYSTEM IS ALSO AVAILABLE WITH MAXIMUM 7 CARTRIDGES. Ø6'-0" MANHOLE STORMFILTER PEAK HYDRAULIC CAPACITY IS 1.5 CFS. IF THE SITE CONDITIONS EXCEED 1.5 CFS AN UPSTREAM BYPASS STRUCTURE IS REQUIRED.

CARTRIDGE SELECTION

CARTRIDGE HEIGHT	18"		
RECOMMENDED HYDRAULIC DROP (FT)	2.3'		
SPECIFIC FLOW RATE (gpm/sf)	2	1.67*	1
CARTRIDGE FLOW RATE (gpm)	15	12.53	7.5

* 1.67 gpm/sf [1.08 L/s/m²] SPECIFIC FLOW RATE IS APPROVED WITH PHOSPHOSORB® (PSORB) MEDIA ONLY

SITE SPECIFIC
DATA REQUIREMENTS

STRUCTURE ID		MH-01	MH-05	
WATER QUALITY FLOW RATE (cfs)		0.09	0.11	
PEAK FLOW RATE (cfs)		0.74	1.04	
RETURN PERIOD OF PEAK FLOW (yrs)		25	25	
CARTRIDGE HEIGHT (SEE TABLE ABOVE)		-	-	
NUMBER OF CARTRIDGES REQUIRED		6	7	
CARTRIDGE FLOW RATE (SEE TABLE ABOVE)		-	-	
MEDIA TYPE (PERLITE, ZPG, PSORB)		PSORB	PSORB	
PIPE DATA:		I.E.	MATERIAL	DIAMETER
MH-01 INLET PIPE		SEE SHEET DDT-01		
MH-01 OUTLET PIPE				
MH-05 INLET PIPE		SEE SHEET DDT-02		
MH-05 OUTLET PIPE				
RIM ELEVATION		SEE SHEETS DDT-01 AND DDT-02		
ANTI-FLOAT BALLAST		WIDTH	HEIGHT	
		*	*	
NOTES/SPECIAL REQUIREMENTS:				
* PER ENGINEER OF RECORD				

GENERAL NOTES

- DIMENSIONS MARKED WITH () ARE REFERENCE DIMENSIONS. ACTUAL DIMENSIONS MAY VARY.
- STORMFILTER WATER QUALITY STRUCTURE SHALL BE IN ACCORDANCE WITH ALL DESIGN DATA AND INFORMATION CONTAINED IN THIS DRAWING.
- STRUCTURE SHALL MEET AASHTO HS-20 LOAD RATING, ASSUMING EARTH COVER OF 0' - 5' AND GROUNDWATER ELEVATION AT, OR BELOW, THE OUTLET PIPE INVERT ELEVATION. ENGINEER OF RECORD TO CONFIRM ACTUAL GROUNDWATER ELEVATION. CASTINGS SHALL MEET AASHTO M306 AND BE CAST WITH THE CONTECH LOGO.
- FILTER CARTRIDGES SHALL BE MEDIA-FILLED, PASSIVE, SIPHON ACTUATED, RADIAL FLOW, AND SELF CLEANING. RADIAL MEDIA DEPTH SHALL BE 7-INCHES. FILTER MEDIA CONTACT TIME SHALL BE AT LEAST 38 SECONDS.
- SPECIFIC FLOW RATE IS EQUAL TO THE FILTER TREATMENT CAPACITY (gpm) DIVIDED BY THE FILTER CONTACT SURFACE AREA (sq ft).
- STORMFILTER STRUCTURE SHALL BE PRECAST CONCRETE CONFORMING TO ASTM C-478 AND AASHTO LOAD FACTOR DESIGN METHOD.

INSTALLATION NOTES

- ANY SUB-BASE, BACKFILL DEPTH, AND/OR ANTI-FLOTATION PROVISIONS ARE SITE-SPECIFIC DESIGN CONSIDERATIONS AND SHALL BE SPECIFIED BY ENGINEER OF RECORD.
- CONTRACTOR TO PROVIDE EQUIPMENT WITH SUFFICIENT LIFTING AND REACH CAPACITY TO LIFT AND SET THE STORMFILTER STRUCTURE.
- CONTRACTOR TO INSTALL JOINT SEALANT BETWEEN ALL STRUCTURE SECTIONS AND ASSEMBLE STRUCTURE.
- CONTRACTOR TO PROVIDE, INSTALL, AND GROUT INLET PIPE(S).
- CONTRACTOR TO PROVIDE AND INSTALL CONNECTOR TO THE OUTLET RISER STUB. STORMFILTER EQUIPPED WITH A DUAL DIAMETER HDPE OUTLET STUB AND SAND COLLAR. IF OUTLET PIPE IS LARGER THAN 8 INCHES, CONTRACTOR TO REMOVE THE 8 INCH OUTLET STUB AT MOLDED-IN CUT LINE. COUPLING BY FERNCO OR EQUAL AND PROVIDED BY CONTRACTOR.
- CONTRACTOR TO TAKE APPROPRIATE MEASURES TO PROTECT CARTRIDGES FROM CONSTRUCTION-RELATED EROSION RUNOFF.



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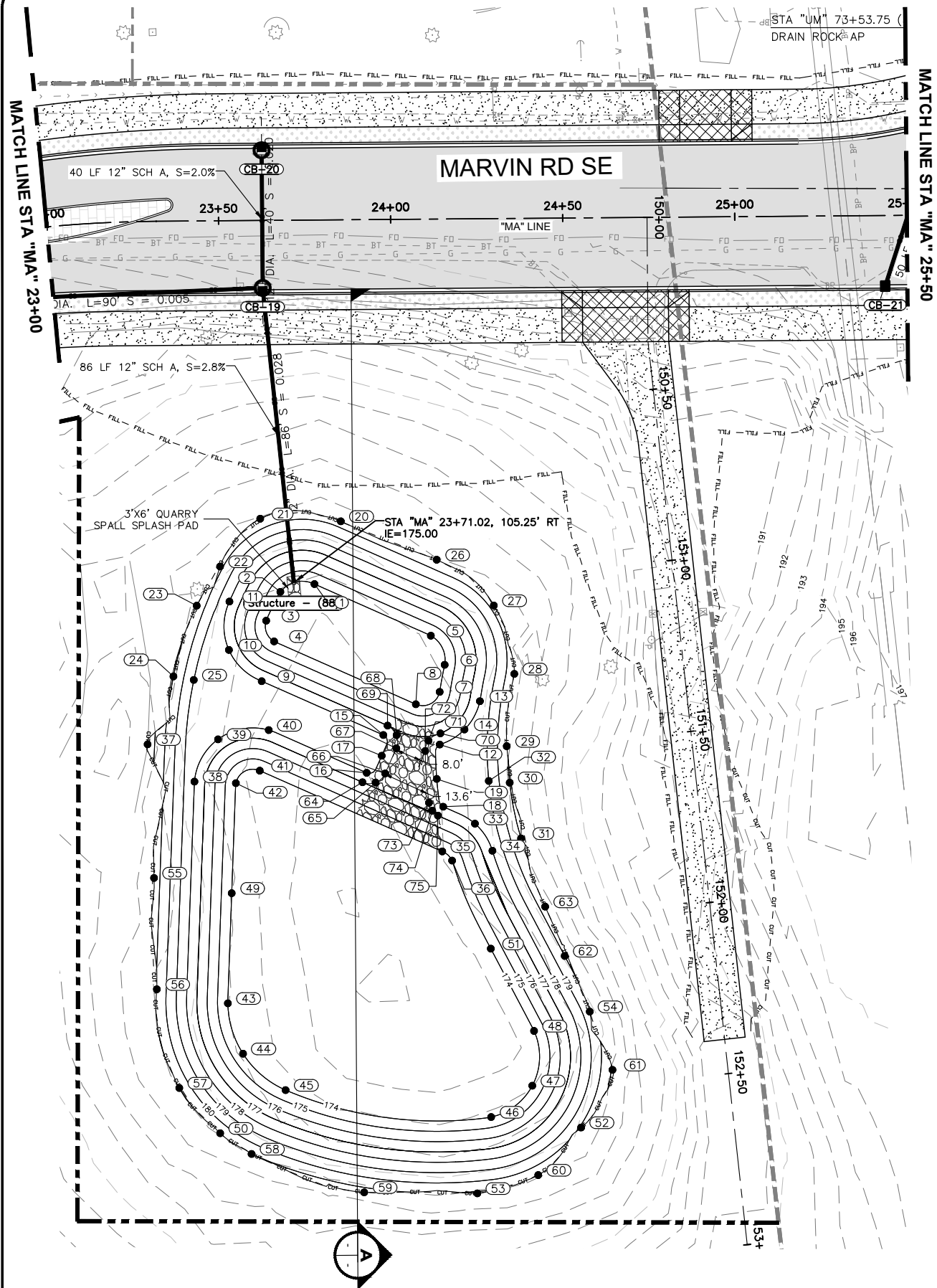
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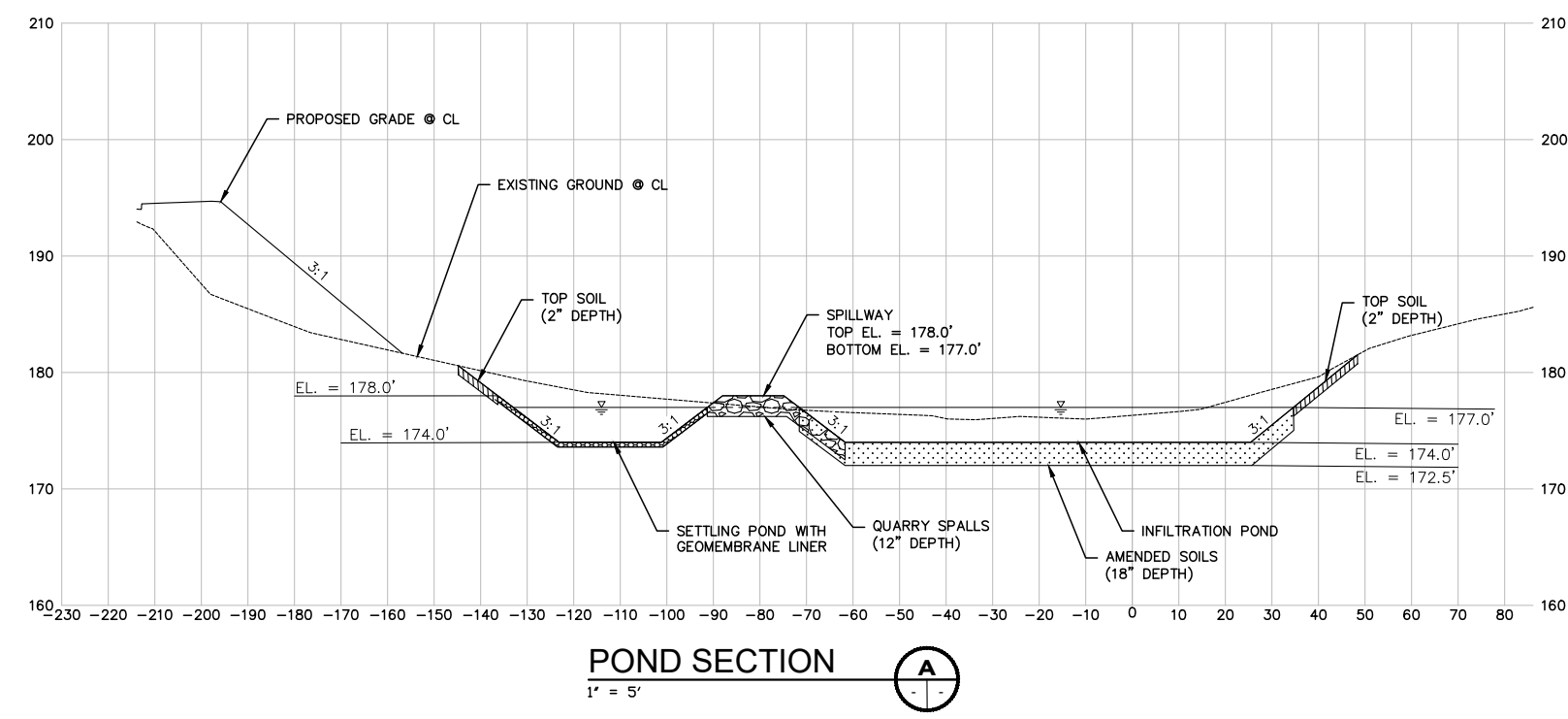
CONTECH SFMH72
STORMFILTER
STANDARD DETAIL

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DDT-03
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GENERAL NOTES

- POND AREAS BELOW ELEVATION 174.0' SHALL BE SEEDED WITH WETTED SEED MIXTURE.
- POND AREAS ABOVE ELEVATION 178.0' SHALL BE SEEDED WITH WOODY SEED MIXTURE.
- SETTLING POND TO BE LINED WITH IMPERMEABLE CLAY LINER (2" DEPTH) UP TO ELEVATION 178.0'.
- AMENDED SOIL (18" DEPTH) TO BE PLACED THROUGHOUT INFILTRATION POND AREA, UP TO MAXIMUM ELEVATION 174.0'.
- TOPSOIL (2" DEPTH) TO BE TILLED INTO EXISTING GROUND AT PROPOSED POND ELEVATIONS HIGHER THAN 174.0'.

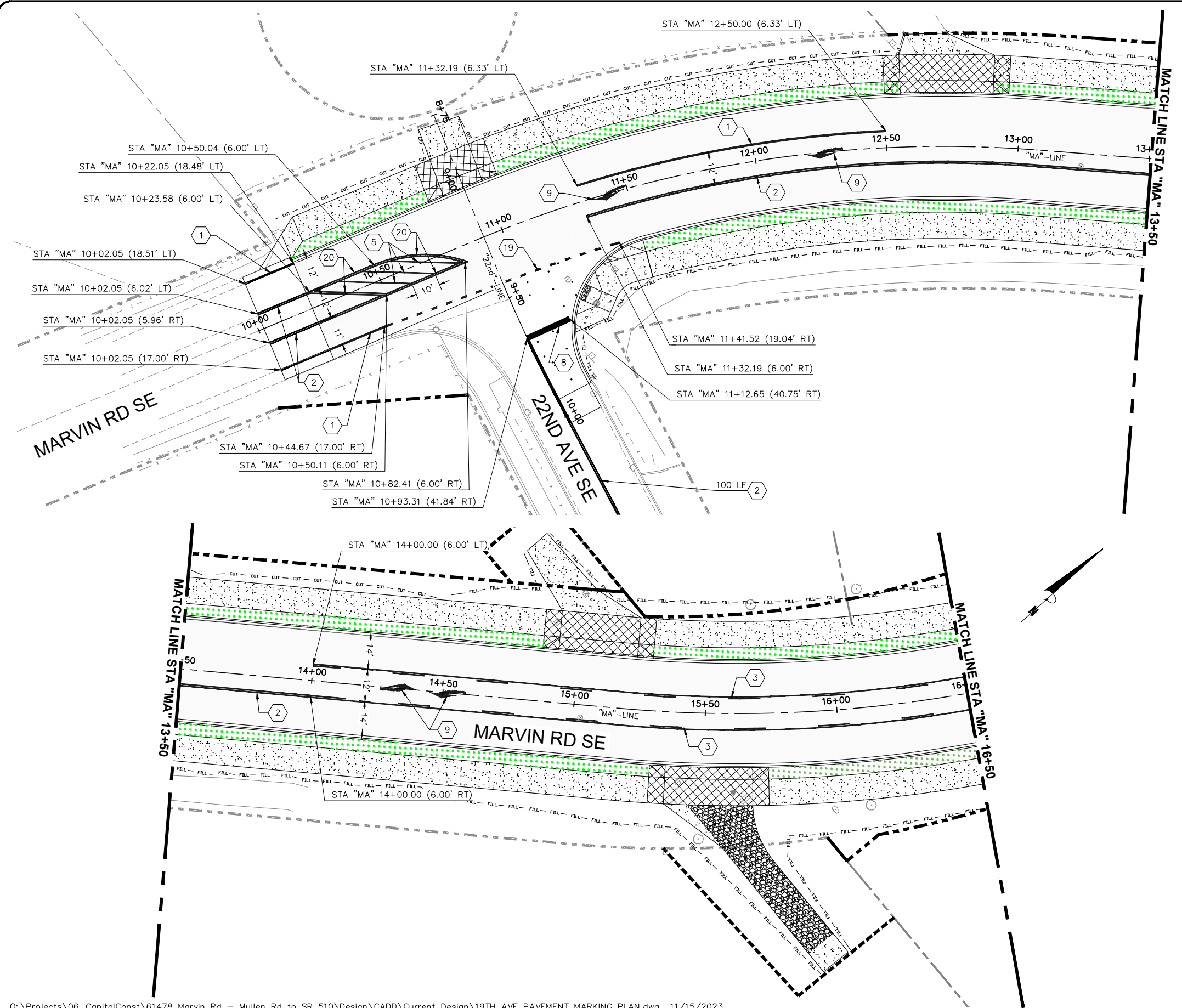


Point Table				
Point #	Description	Elevation	Northing	Easting
1	BOTTOM	174.0	627097.0233	1075828.4839
2	BOTTOM	174.0	627087.0482	1075830.4084
3	BOTTOM	174.0	627082.6418	1075838.6352
4	BOTTOM	174.0	627084.7291	1075844.7298
5	BOTTOM	174.0	627130.3113	1075844.6346
6	BOTTOM	174.0	627134.0379	1075853.2224
7	BOTTOM	174.0	627132.3140	1075861.0330
8	BOTTOM	174.0	627125.2693	1075864.3820
9		178.0	627080.7330	1075856.1500
10		178.0	627071.5263	1075846.7548
11		178.0	627072.1582	1075832.7045
12		178.0	627131.8098	1075876.3232
13		178.0	627143.9085	1075864.1320
14		178.0	627139.1461	1075872.2071
15		178.0	627115.5148	1075872.9916
16		178.0	627110.3004	1075883.7994
17		178.0	627114.8475	1075878.9979
18		178.0	627132.1999	1075894.4032
19		178.0	627130.5974	1075886.2786
20	TOP	180.6	627105.3059	1075810.5219
21	TOP	181.0	627081.9242	1075808.9767
22	TOP	180.3	627069.7869	1075822.4491
23	TOP	180.8	627062.6045	1075833.5815
24	TOP	181.0	627055.1448	1075853.8979
25		179.0	627061.0202	1075855.1113

Point Table				
Point #	Description	Elevation	Northing	Easting
26	TOP	180.9	627132.7677	1075822.6448
27	TOP	180.4	627148.8918	1075836.5004
28	TOP	180.8	627154.1669	1075856.5501
29	TOP	180.9	627151.2424	1075877.4707
30	TOP	181.0	627151.7434	1075888.0931
31	TOP	181.0	627154.4804	1075904.3895
32		179.0	627145.6795	1075887.3759
33		178.0	627141.2379	1075899.6463
34		178.0	627146.0460	1075907.6945
35	BOTTOM	174.0	627131.4740	1075907.3845
36	BOTTOM	174.0	627134.2344	1075910.1373
37	TOP	180.5	627046.9562	1075873.3468
38		178.0	627060.2076	1075884.6338
39		178.0	627067.4773	1075872.5974
40		178.0	627082.2834	1075870.4199
41	BOTTOM	174.0	627079.2716	1075882.1078
42	BOTTOM	174.0	627072.2175	1075885.4973
43	BOTTOM	174.0	627067.6899	1075949.3332
44	BOTTOM	174.0	627071.6018	1075896.1264
45	BOTTOM	174.0	627083.5947	1075975.1077
46	BOTTOM	174.0	627143.0217	1075984.9792
47	BOTTOM	174.0	627155.2808	1075976.2963
48	BOTTOM	174.0	627156.3385	1075960.4062
49	BOTTOM	174.0	627069.9056	1075917.4107
50	TOP	180.9	627064.1668	1075986.9775

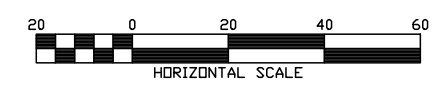
Point Table				
Point #	Description	Elevation	Northing	Easting
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52	TOP	180.5	627169.0508	1075988.9107
53	TOP	181.2	627138.2409	1076006.9990
54	TOP	179.7	627172.7102	1075955.3581
55	TOP	181.6	627047.4973	1075912.2088
56	TOP	180.9	627047.2036	1075944.5561
57	TOP	181.0	627052.7471	1075973.4391
58	TOP	181.0	627073.0628	1075993.3106
59	TOP	181.5	627105.4058	1076005.5708
60	TOP	180.9	627156.1171	1076002.2886
61	TOP	181.1	627178.7341	1075972.4886
62	TOP	180.0	627165.9865	1075938.9535
63	TOP	180.6	627160.8078	1075924.4310
64		177.0	627108.9930	1075886.4995
65		177.0	627112.8134	1075886.7223
66		177.0	627115.6723	1075884.1784
67		177.0	627119.1587	1075876.9781
68		177.0	627119.3814	1075873.1577
69		177.0	627116.8376	1075870.2988
70		177.0	627132.0970	1075873.0875
71		177.0	627128.5873	1075875.1096
72		177.0	627127.5269	1075878.0525
73		177.0	627128.0982	1075893.1197
74		177.0	627128.9781	1075895.4744
75		177.0	627130.5728	1075896.9340

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CONSTRUCTION NOTES

- 1 PLASTIC WIDE LANE LINE - PER WSDOT SP M-20.10
- 2 YELLOW - DOUBLE CENTERLINE - PER WSDOT SP M-20.10
- 3 TWO WAY LEFT TURN CENTERLINE - PER WSDOT SP M-20.10 AND M-3.40
- 4 PLASTIC WIDE DOTTED LANE LINE - PER WSDOT SP M-20.10
- 5 YELLOW EDGE LINE
- 6 WHITE - BICYCLE LANE SYMBOL - PER LACEY DETAIL 4-28.3
- 7 WHITE - PLASTIC TRAFFIC MARKINGS - PER LACEY DETAIL 4-28.1
- 8 WHITE - PLASTIC STOP LINE - PER WSDOT SP M-24.60
- 9 PLASTIC WHITE ELONGATED TRAFFIC ARROW
- 10 WHITE - PLASTIC CROSSWALK LAYOUT - PER WSDOT SP M-15.10
- 11 PLASTIC BIKE LANE SKIP LINE
- 12 DASHED PLASTIC WIDE LANE LINE
- 13 PLASTIC YIELD LINE SYMBOL - PER WSDOT SP M-24.60
- 14 PLASTIC WIDE SOLID CIRCULATING LANE LINE - PER WSDOT SP M-24.50
- 15 PLASTIC WHITE ENTRY LINE
- 16 PLASTIC YELLOW CIRCULATING LANE LINE
- 17 PLASTIC WHITE DOTTED CIRCULATING LANE LINE
- 18 PLASTIC RAILROAD CROSSING SYMBOL
- 19 WIDE DOTTED EXTENSION LINE
- 20 PLASTIC YELLOW DOUBLE CENTERLINE - PER WSDOT SP M-20.10



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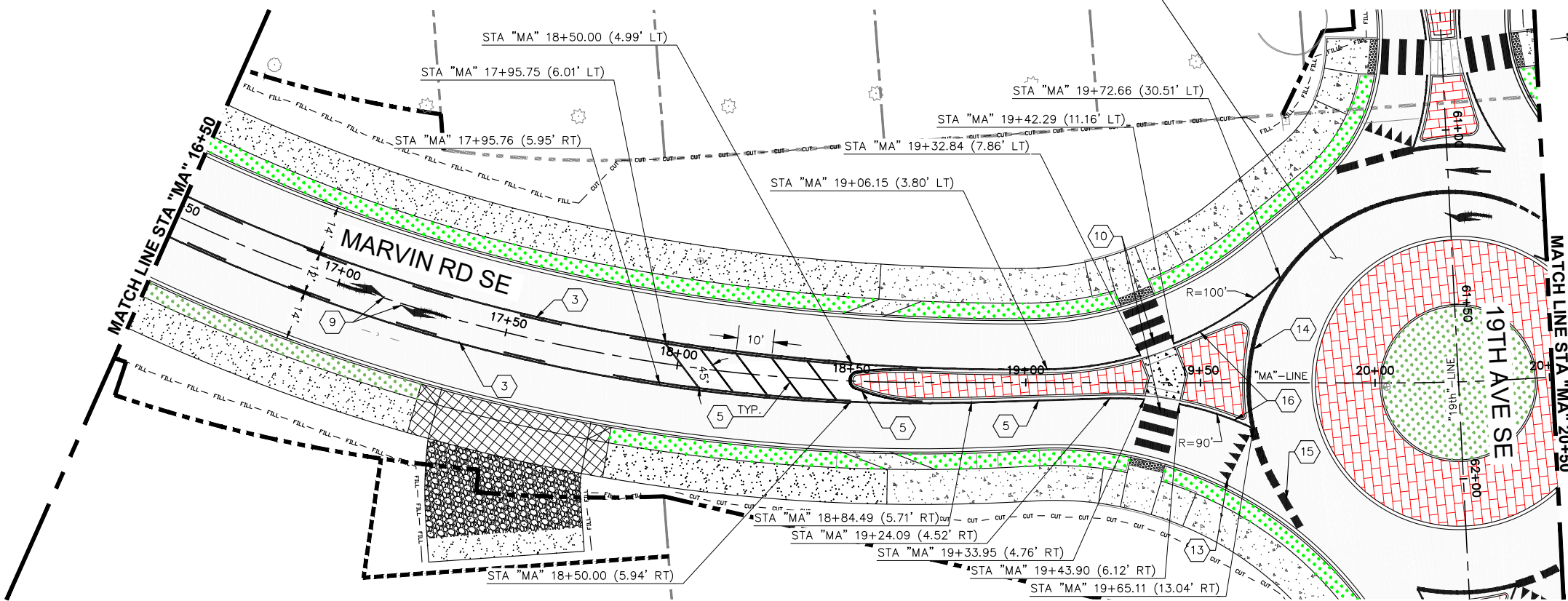
MARVIN RD PAVEMENT MARKING PLAN

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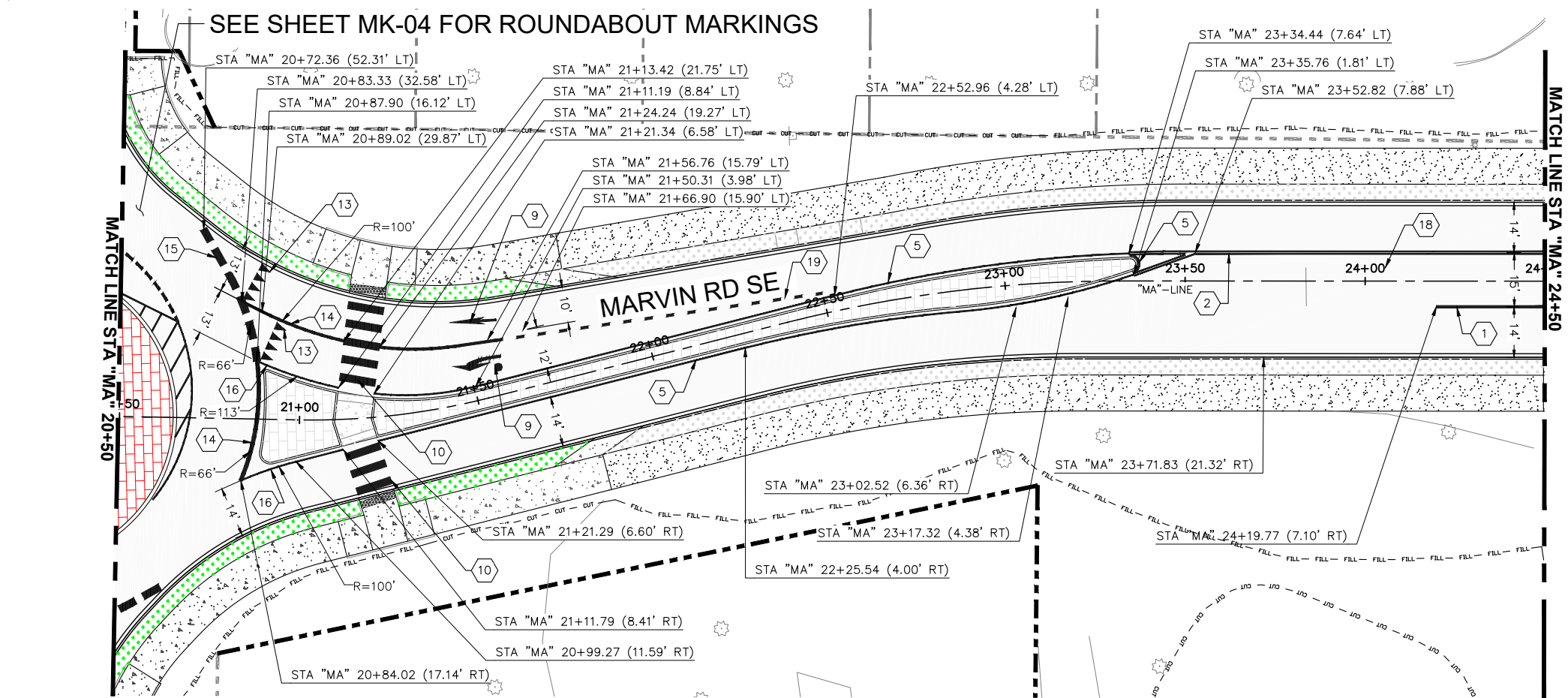
SEE SHEET MK-04 FOR ROUNDABOUT MARKINGS

CONSTRUCTION NOTES

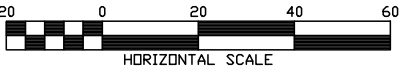
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- 7 WHITE - PLASTIC TRAFFIC MARKINGS - PER LACEY DETAIL 4-28.3
- 8 WHITE - PLASTIC STOP LINE - PER WSDOT SP M-24.60
- 9 PLASTIC WHITE ELONGATED TRAFFIC ARROW
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- 11 PLASTIC BIKE LANE SKIP LINE
- 12 DASHED PLASTIC WIDE LANE LINE
- 13 PLASTIC YIELD LINE SYMBOL - PER WSDOT SP M-24.60
- 14 PLASTIC WIDE SOLID CIRCULATING LANE LINE - PER WSDOT SP M-24.50
- 15 PLASTIC WHITE ENTRY LINE
- 16 PLASTIC YELLOW CIRCULATING LANE LINE
- 17 PLASTIC WHITE DOTTED CIRCULATING LANE LINE
- 18 PLASTIC RAILROAD CROSSING SYMBOL
- 19 WIDE DOTTED EXTENSION LINE
- 20 PLASTIC YELLOW DOUBLE CENTERLINE - PER WSDOT SP M-20.10



SEE SHEET MK-04 FOR ROUNDABOUT MARKINGS



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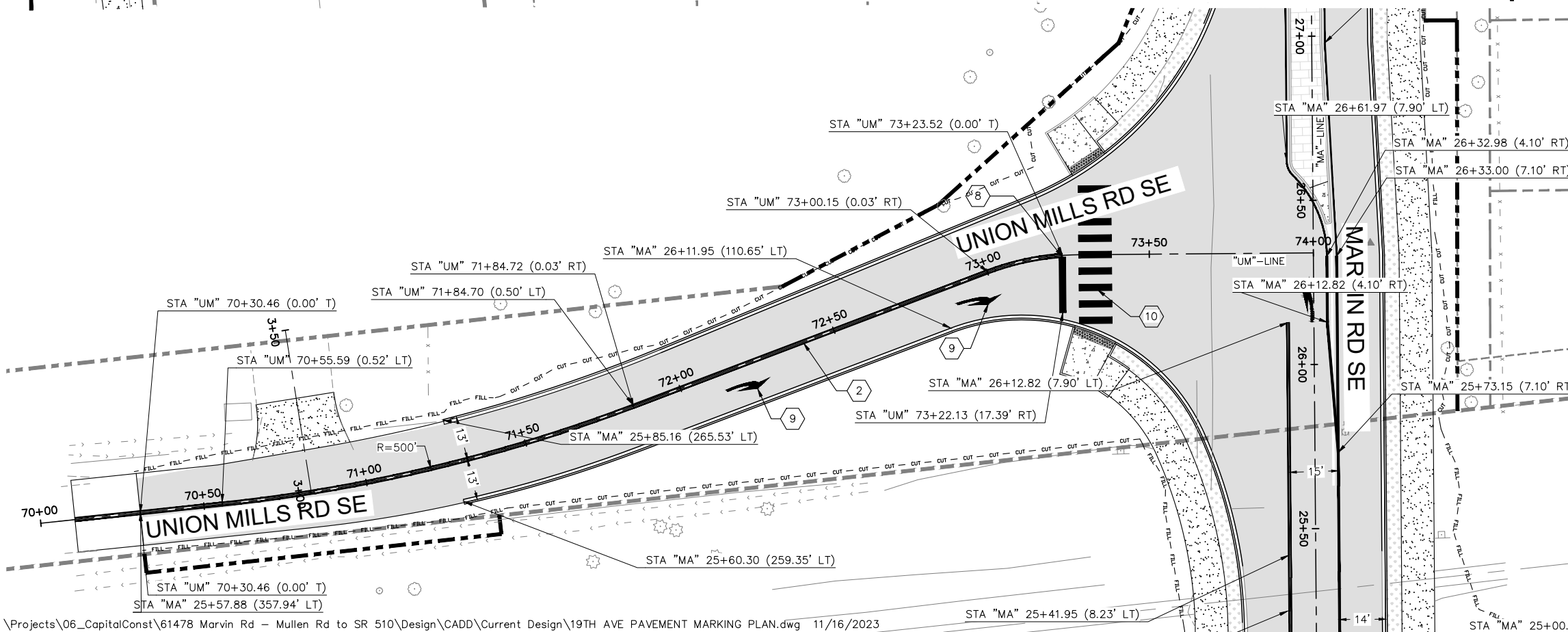
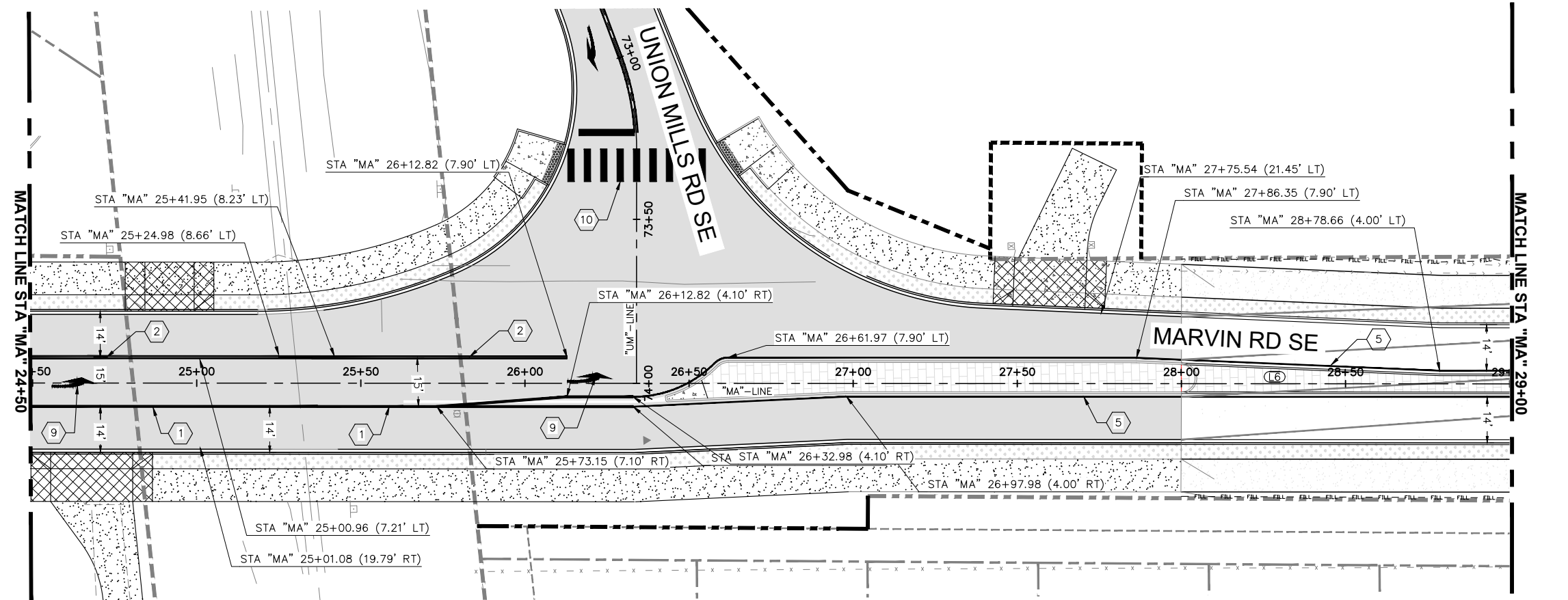
MARVIN RD INTERSECTION
IMPROVEMENTS
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MARVIN RD PAVEMENT MARKING
PLAN

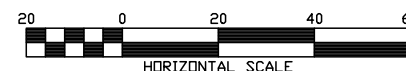
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CONSTRUCTION NOTES

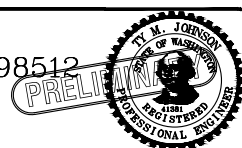
- 1 PLASTIC WIDE LANE LINE - PER WSDOT SP M-20.10
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- 14 PLASTIC WIDE SOLID CIRCULATING LANE LINE - PER WSDOT SP M-24.50
- 15 PLASTIC WHITE ENTRY LINE
- 16 PLASTIC YELLOW CIRCULATING LANE LINE
- 17 PLASTIC WHITE DOTTED CIRCULATING LANE LINE
- 18 NOT USED
- 19 WIDE DOTTED EXTENSION LINE
- 20 PLASTIC YELLOW DOUBLE CENTERLINE - PER WSDOT SP M-20.10



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MARVIN RD INTERSECTION IMPROVEMENTS

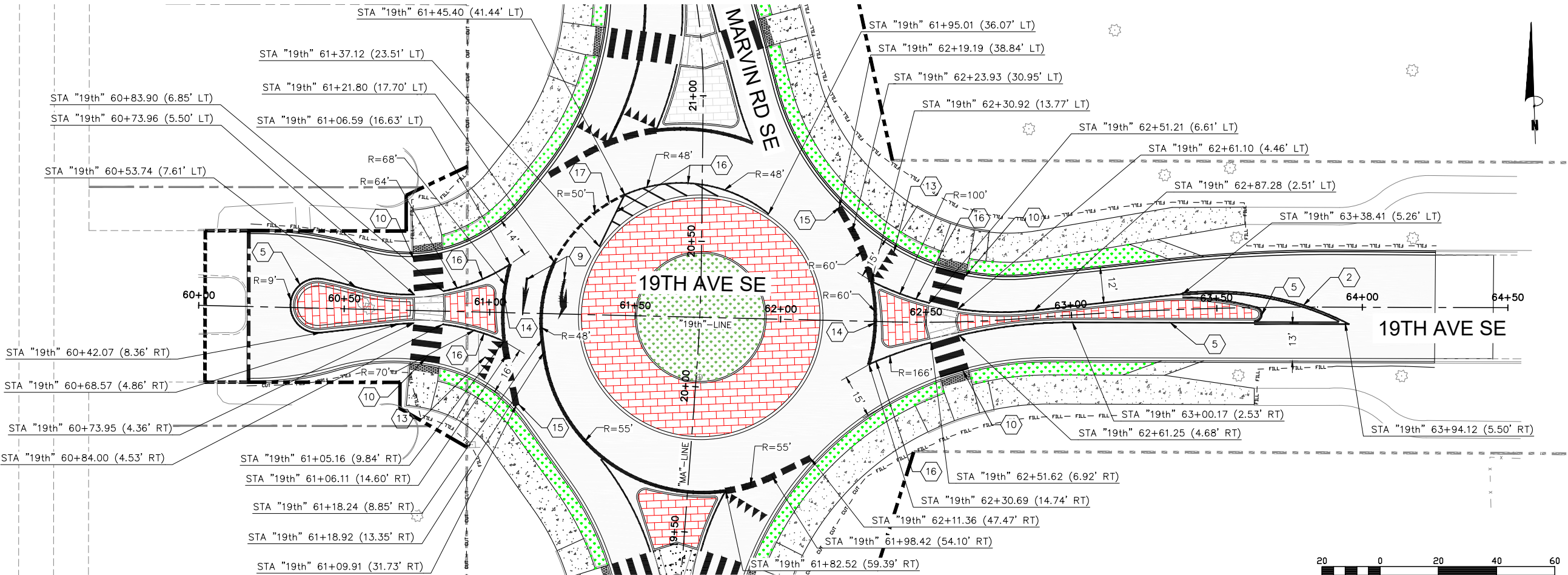
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MARVIN RD AND UNION MILLS PAVEMENT MARKING PLAN

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CONSTRUCTION NOTES

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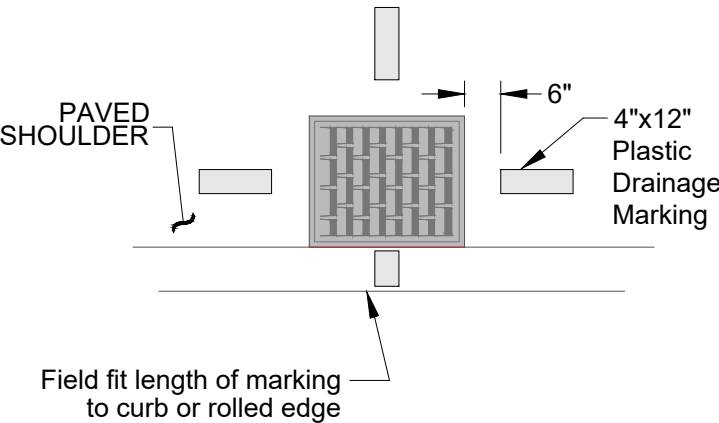
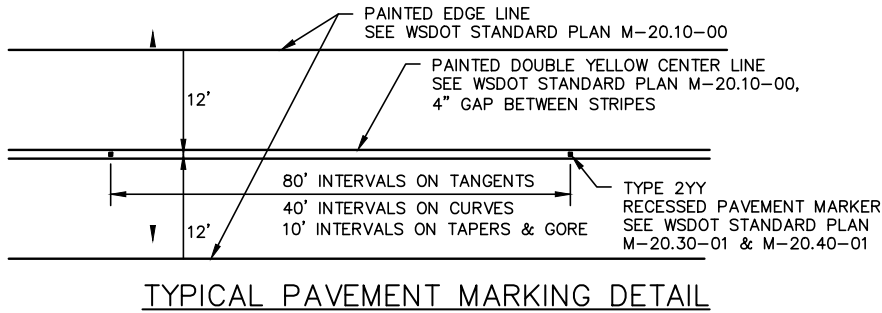
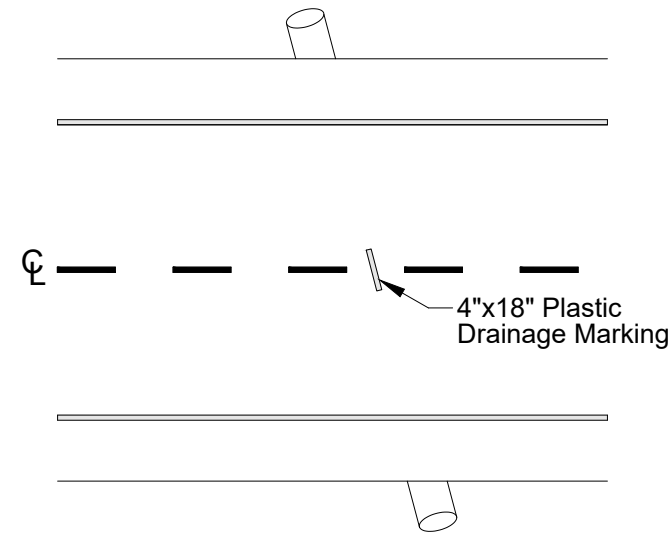
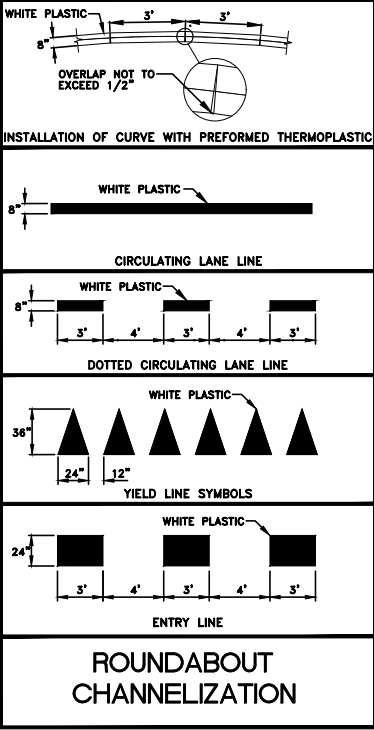
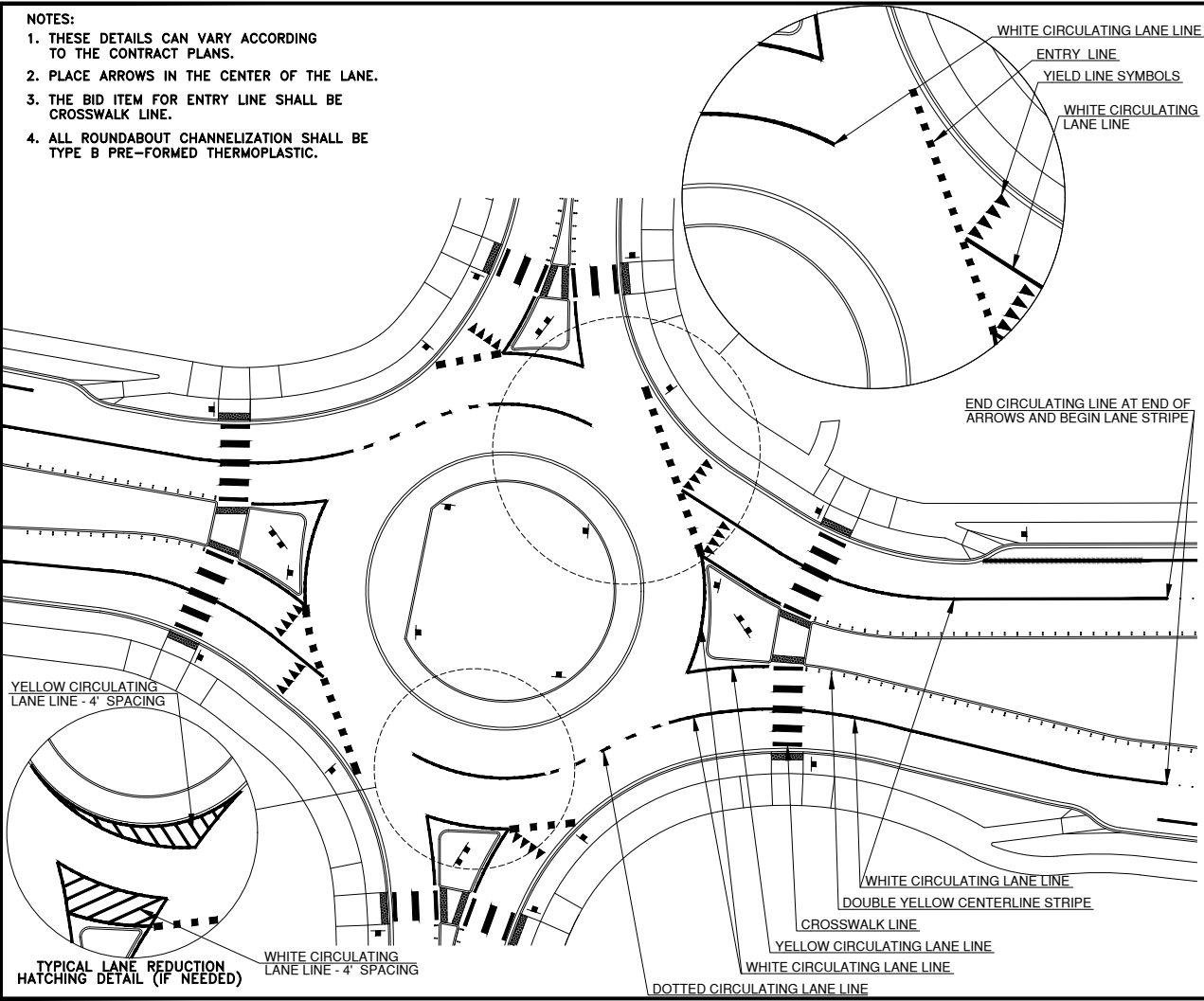
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IMPROVEMENTS
C.R.P. No. 61478 F.A. No. N/A

19TH AVE PAVEMENT MARKING
PLAN

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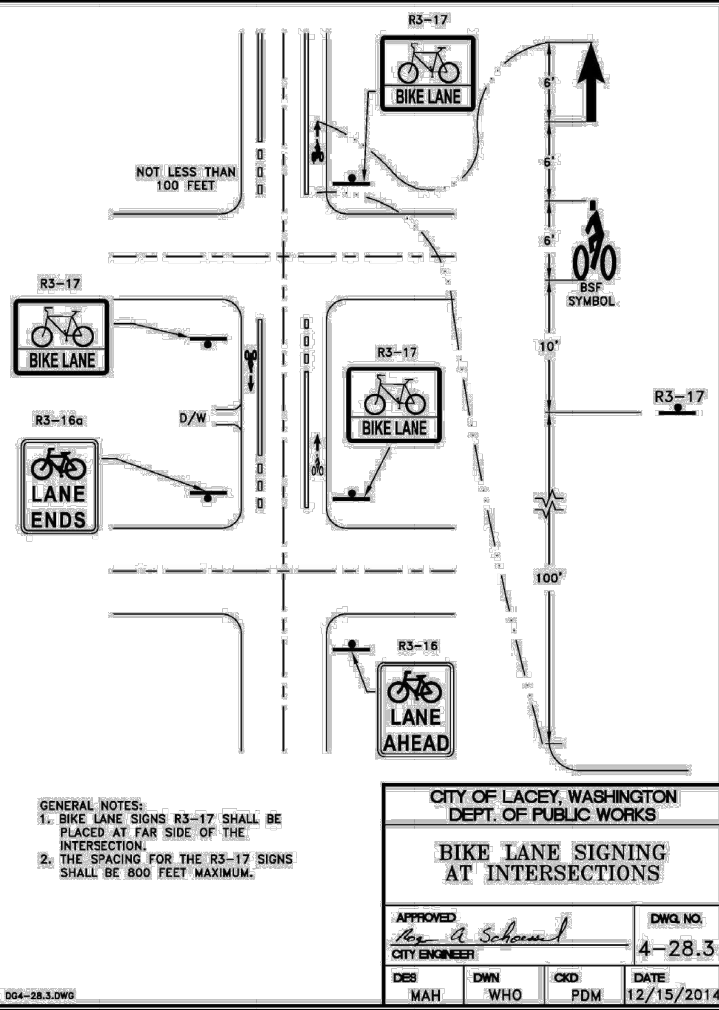
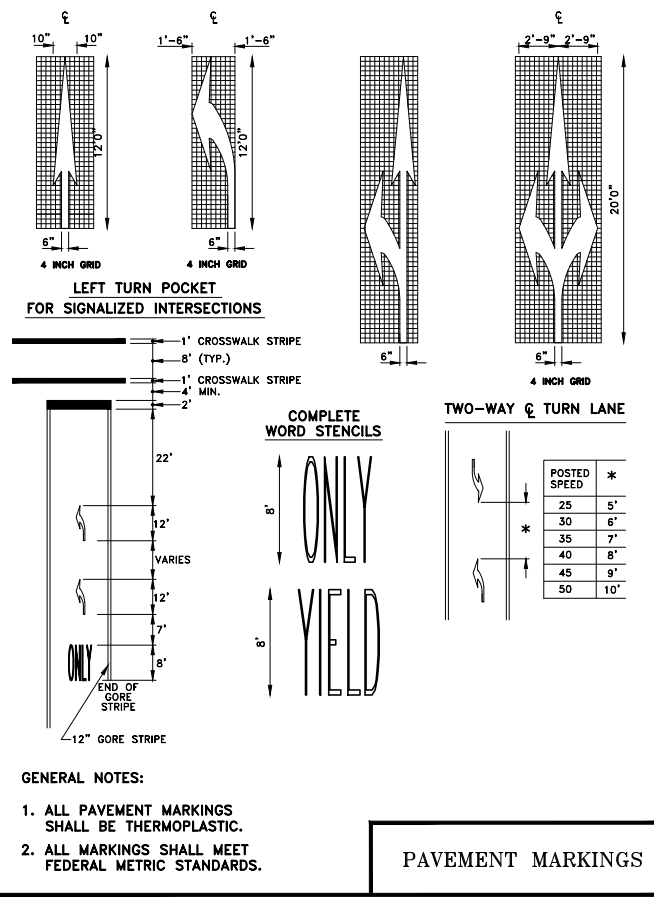


- NOTES:
1. THESE DETAILS CAN VARY ACCORDING TO THE CONTRACT PLANS.
 2. PLACE ARROWS IN THE CENTER OF THE LANE.
 3. THE BID ITEM FOR ENTRY LINE SHALL BE CROSSWALK LINE.
 4. ALL ROUNDABOUT CHANNELIZATION SHALL BE TYPE B PRE-FORMED THERMOPLASTIC.



CATCH BASIN DRAINAGE MARKING DETAIL

- Notes:
1. Drainage Markings are required on the sides of catch basins and manholes where pipe is present
 2. Plastic Material must meet requirements of WSDOT Standard Specifications section 9-34.3



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Scale: AS NOTED

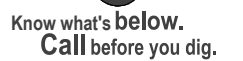
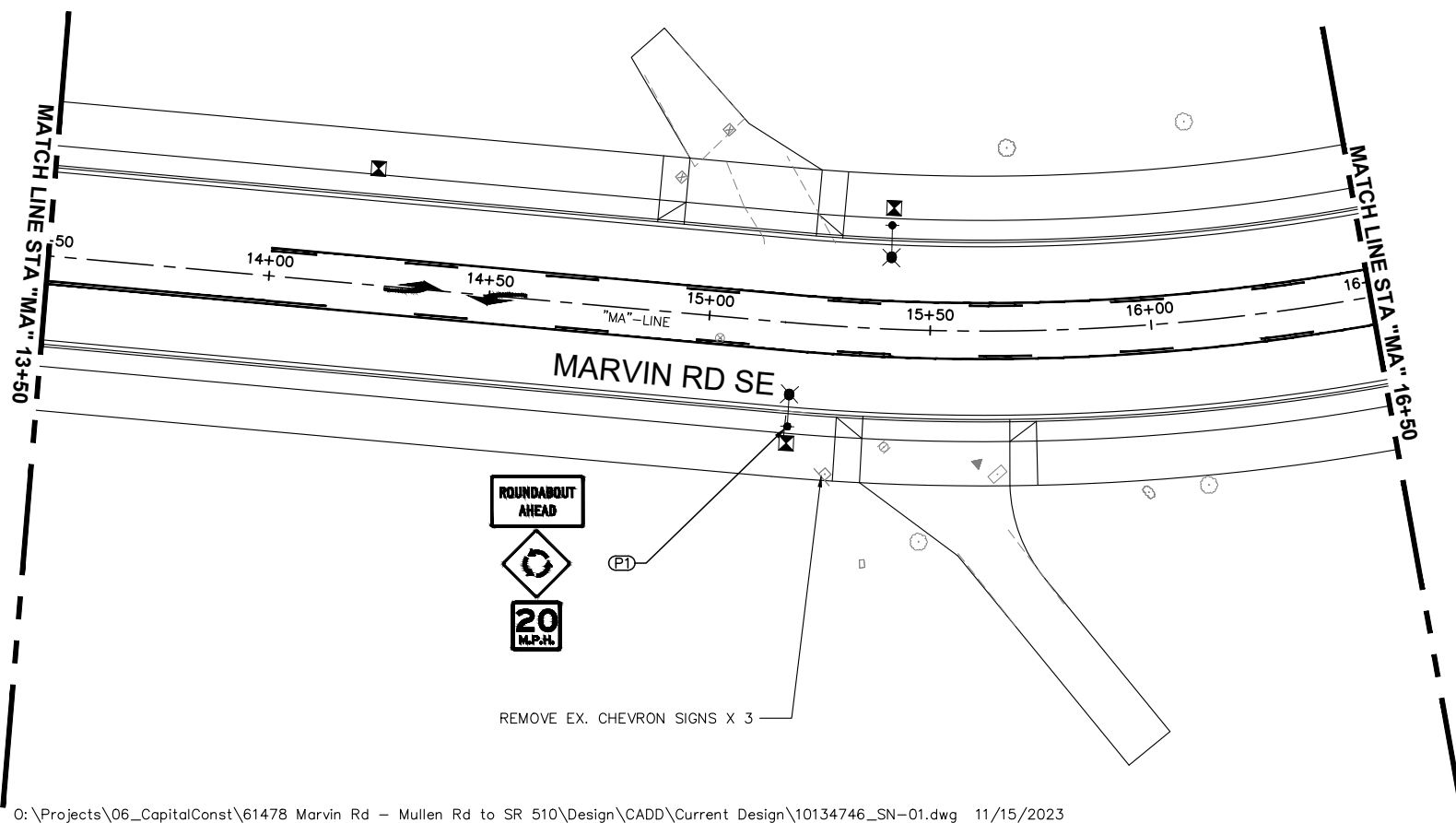
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Date

MARVIN RD INTERSECTION IMPROVEMENTS

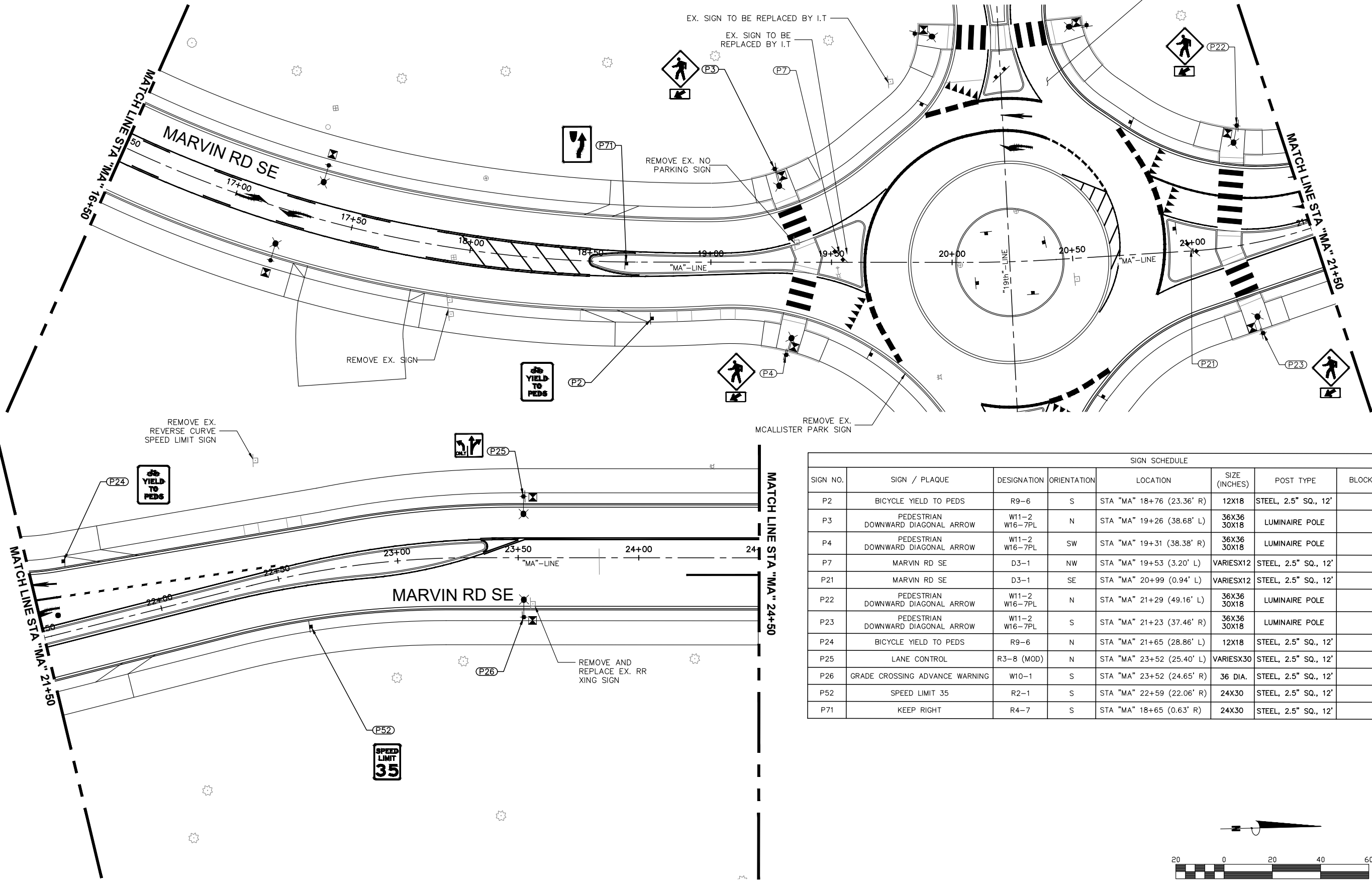
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PAVEMENT MARKING DETAILS

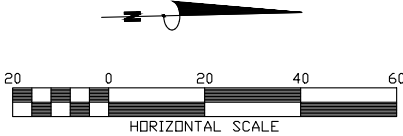
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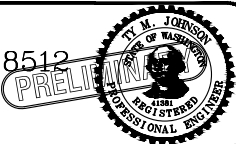


SIGN SCHEDULE									
SIGN NO.	SIGN / PLAQUE	DESIGNATION	ORIENTATION	LOCATION	SIZE (INCHES)	POST TYPE	BLOCK #	LETTER SIZE OR CODE	NOTES
P2	BICYCLE YIELD TO PEDS	R9-6	S	STA "MA" 18+76 (23.36' R)	12X18	STEEL, 2.5" SQ., 12'			
P3	PEDESTRIAN DOWNWARD DIAGONAL ARROW	W11-2 W16-7PL	N	STA "MA" 19+26 (38.68' L)	36X36 30X18	LUMINAIRE POLE			
P4	PEDESTRIAN DOWNWARD DIAGONAL ARROW	W11-2 W16-7PL	SW	STA "MA" 19+31 (38.38' R)	36X36 30X18	LUMINAIRE POLE			
P7	MARVIN RD SE	D3-1	NW	STA "MA" 19+53 (3.20' L)	VARIESX12	STEEL, 2.5" SQ., 12'			SLIP BASE
P21	MARVIN RD SE	D3-1	SE	STA "MA" 20+99 (0.94' L)	VARIESX12	STEEL, 2.5" SQ., 12'			SLIP BASE
P22	PEDESTRIAN DOWNWARD DIAGONAL ARROW	W11-2 W16-7PL	N	STA "MA" 21+29 (49.16' L)	36X36 30X18	LUMINAIRE POLE			
P23	PEDESTRIAN DOWNWARD DIAGONAL ARROW	W11-2 W16-7PL	S	STA "MA" 21+23 (37.46' R)	36X36 30X18	LUMINAIRE POLE			
P24	BICYCLE YIELD TO PEDS	R9-6	N	STA "MA" 21+65 (28.86' L)	12X18	STEEL, 2.5" SQ., 12'			
P25	LANE CONTROL	R3-8 (MOD)	N	STA "MA" 23+52 (25.40' L)	VARIESX30	STEEL, 2.5" SQ., 12'			
P26	GRADE CROSSING ADVANCE WARNING	W10-1	S	STA "MA" 23+52 (24.65' R)	36 DIA.	STEEL, 2.5" SQ., 12'			
P52	SPEED LIMIT 35	R2-1	S	STA "MA" 22+59 (22.06' R)	24X30	STEEL, 2.5" SQ., 12'			
P71	KEEP RIGHT	R4-7	S	STA "MA" 18+65 (0.63' R)	24X30	STEEL, 2.5" SQ., 12'			SLIP BASE



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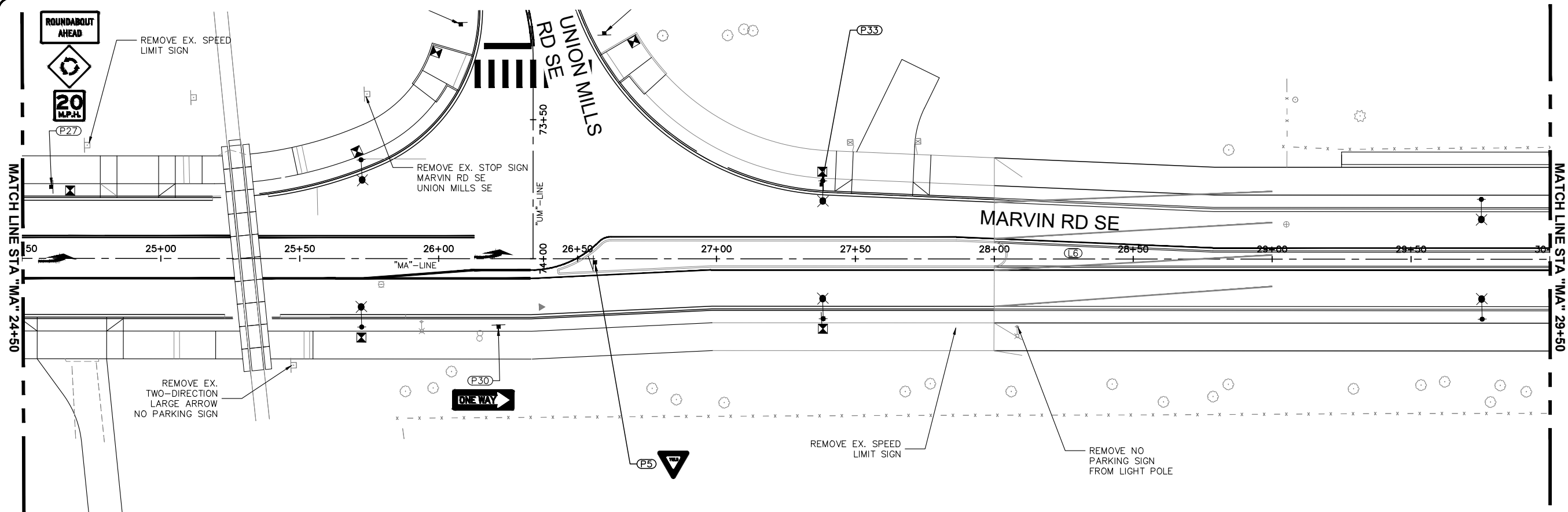
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Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

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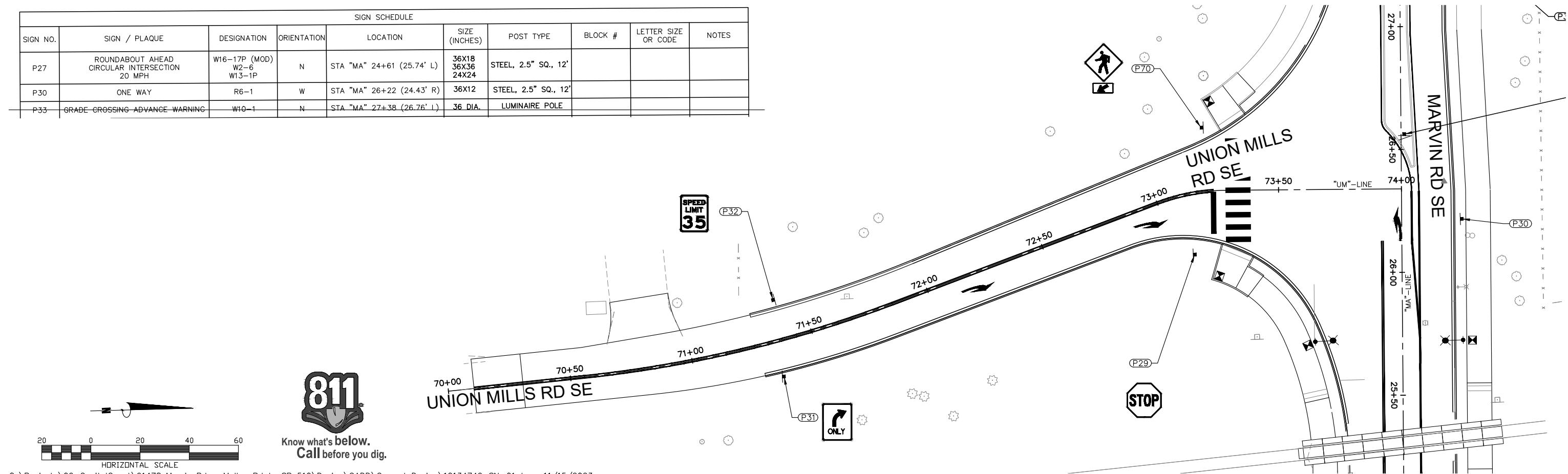
MARVIN RD INTERSECTION IMPROVEMENTS
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MARVIN RD SIGNING PLAN

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SIGN SCHEDULE									
SIGN NO.	SIGN / PLAQUE	DESIGNATION	ORIENTATION	LOCATION	SIZE (INCHES)	POST TYPE	BLOCK #	LETTER SIZE OR CODE	NOTES
P27	ROUNDBOUT AHEAD CIRCULAR INTERSECTION 20 MPH	W16-17P (MOD) W2-6 W13-1P	N	STA "MA" 24+61 (25.74' L)	36X18 36X36 24X24	STEEL, 2.5" SQ., 12'			
P30	ONE WAY	R6-1	W	STA "MA" 26+22 (24.43' R)	36X12	STEEL, 2.5" SQ., 12'			
P33	GRADE CROSSING ADVANCE WARNING	W10-1	N	STA "MA" 27+38 (26.76' L)	36 DIA.	LUMINAIRE POLE			



Know what's below.
Call before you dig.

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Drafted: C. FRENCH
Checked: B. MAGEE
Scale: AS NOTED

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MARVIN RD INTERSECTION IMPROVEMENTS
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MARVIN RD AND UNION MILLS SIGNING PLAN

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STREET SIGN DIMENSION TABLE (INCHES)														
SIGN TYPE	A (SIGN HEIGHT)	B (RADIUS)	BORDER WIDTH	C (HORIZ. GAP)	D (TEXT HEIGHT)	E (VERT. GAP)	E* (VERT. GAP)	F (SPACING)	G (TEXT HEIGHT)	H (HORIZ. GAP)	I (VERT. GAP)	K (TEXT HEIGHT)	L (VERT. GAP)	M (VERT. GAP)
D3 12-INCH HIGH	12	1 ½	½	(**)	6	3	2	(***)	4	3	2	3	2	N/A

NOTES:

(*) USE FOR TEXT THAT HAS LOWER CASE G, J, P, Q AND Y.

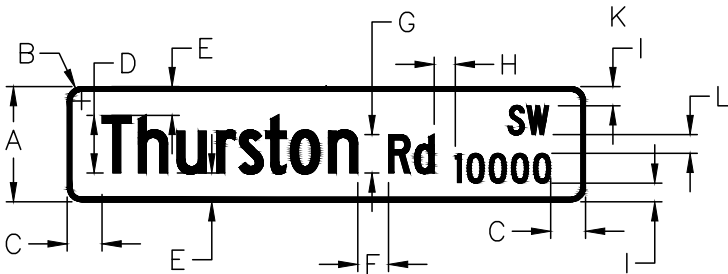
(**) DIMENSION SHOULD BE APPROX. THE SAME AS THE LETTER HEIGHT, AT MINIMUM NO LESS THAN ONE-HALF LETTER HEIGHT.

(***) SEE SPACING TABLE BELOW

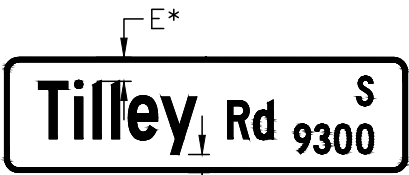
C-FONT SERIES IS THE DEFAULT FONT FOR STREET NAME SIGNS. IF THE REQUIRED TEXT CAN NOT BE ACCOMMODATED WITHIN THE 54" MAX WIDTH OF THE SIGN, B-FONT SERIES SHALL BE USED IN ORDER NOT TO EXCEED THE 54" WIDTH.

SIGN EXAMPLES SHOWN HERE ARE NOT DRAWN TO SCALE, BUT TO ILLUSTRATE THE LAYOUT OF THE LEGEND ITEMS.

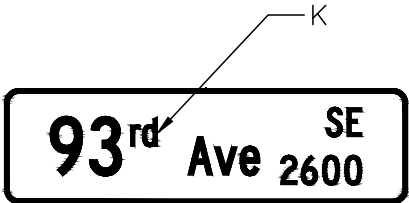
(***)	
F=SPACING BETWEEN WORDS, D=LETTER HEIGHT	
B-FONT SERIES	C-FONT SERIES
F=0.531*D	F=0.625*D



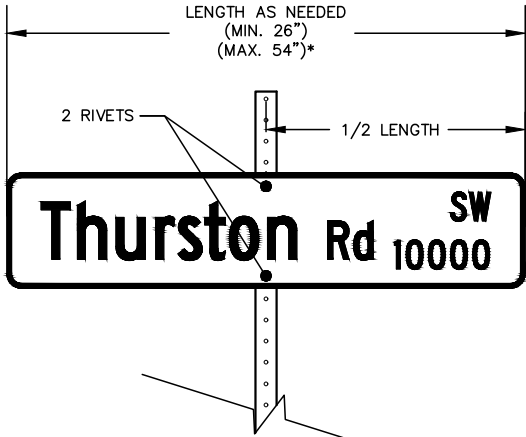
D3 12-INCH HIGH
NTS



D3 12-INCH HIGH (WITH * DIMENSIONS)
NTS

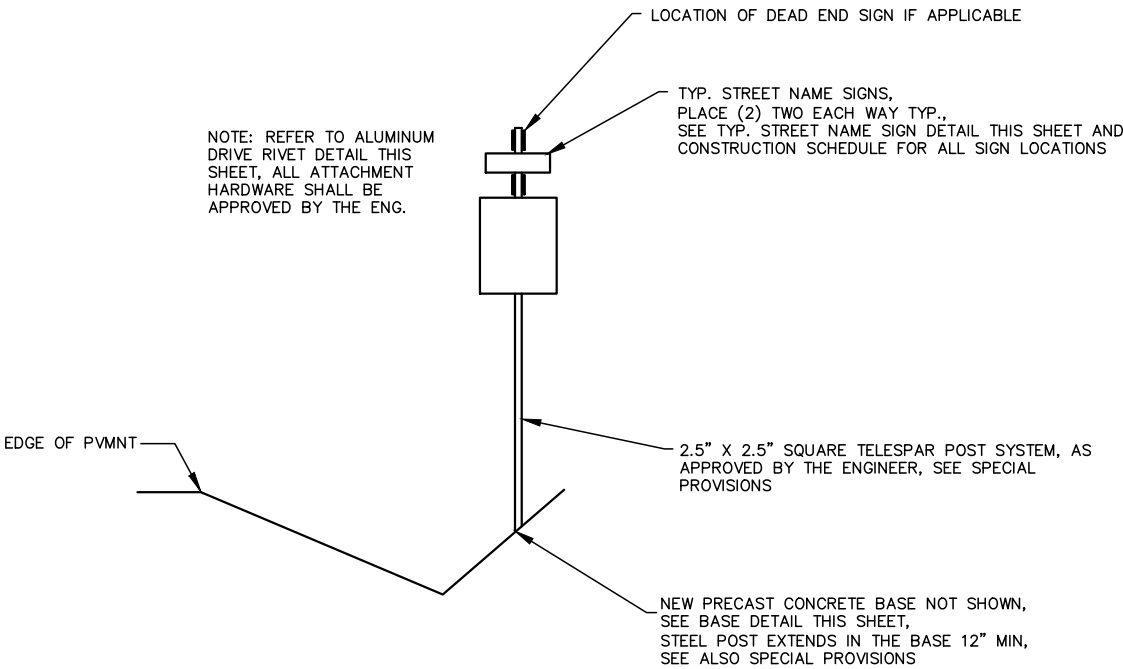


D3 12-INCH HIGH (WITH NUMERALS)
NTS



* WIDTH CAN NOT EXCEED 54" WITHOUT APPROVAL FROM THE ENGINEER.

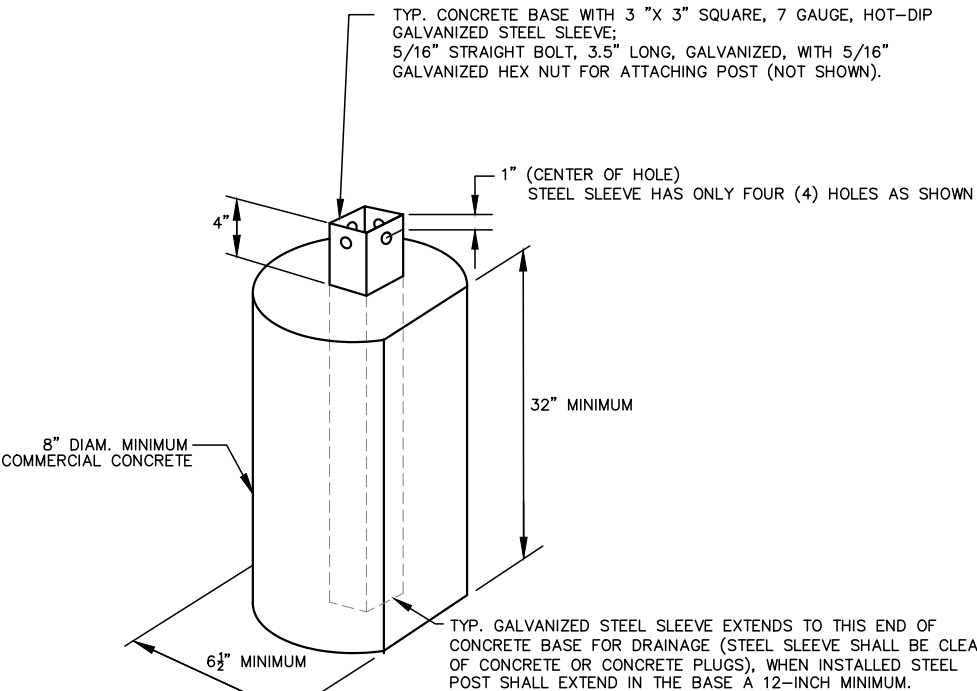
TYPICAL SIGN INSTALLATION DETAIL
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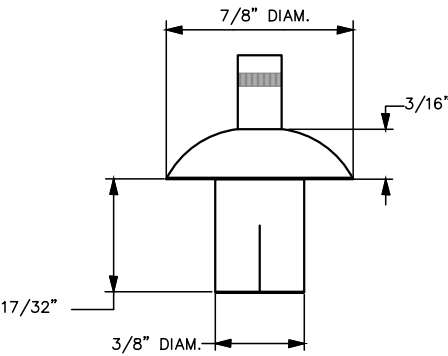
PERMANENT SIGN LOCATION DETAIL
NTS

CONSTRUCTION NOTES

- (FYG) SIGNS WITH FLUORESCENT YELLOW/GREEN BACKGROUND.
- FOR CODE REFERENCES AND STANDARD SIGN LAYOUT DETAILS SEE WASHINGTON STATE "SIGN FABRICATION MANUAL" AND TYPICAL SIGN LOCATION DETAIL THIS SHEET.
- ALL SIGN INSTALLATION HARDWARE SHALL BE TAMPER-RESISTANT, CONFORM TO SPECIFICATIONS AND BE APPROVED BY THE ENGINEER.
- STEEL POSTS SHALL BE 2 ½" X 2 ½" SQUARE TELES PAR POST SYSTEM APPROVED BY THE ENGINEER.
- PRECAST CONCRETE FOOTING SHALL CONFORM TO PLANS AND SPECIFICATIONS AND BE APPROVED BY THE ENGINEER.
- PRECAST CONCRETE FOOTING SURFACE SHALL BE FLUSH WITH FINISH GRADE.
- STREET SIGNS SHALL BE CONSTRUCTED OF SUPER ENGINEERING GRADE SHEETING FOR GREEN BACKGROUND, PRIVATE ROAD SIGNS OF SUPER ENGINEERING GRADE SHEETING WITH BLUE BACKGROUND, ENG. GRADE SHEETING FOR WHITE MARGIN AND LETTERING.(SCOTCHLITE OR SIMILAR MATERIAL) SIGN BLANKS SHALL BE .125 GAUGE ALUMINUM, AND BLOCK NUMBERS WILL BE PROVIDED BY THE ENGINEER.
- CONTRACTOR SHALL INSTALL STREET SIGNS ABOVE STOP SIGN AND MAIN LEG ABOVE SIDE STREETS.



TYPICAL PRECAST CONCRETE BASE DETAIL
NTS



- NOTES: 1) DRIVE RIVET MATERIAL: ALUMINUM
2) DRIVE RIVET GRIP RANGE: NOMINAL 3/16" IN A 3/8" DIAM. HOLE

TYPICAL ALUMINUM DRIVE RIVET DETAIL
NTS

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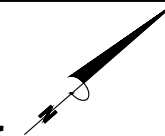
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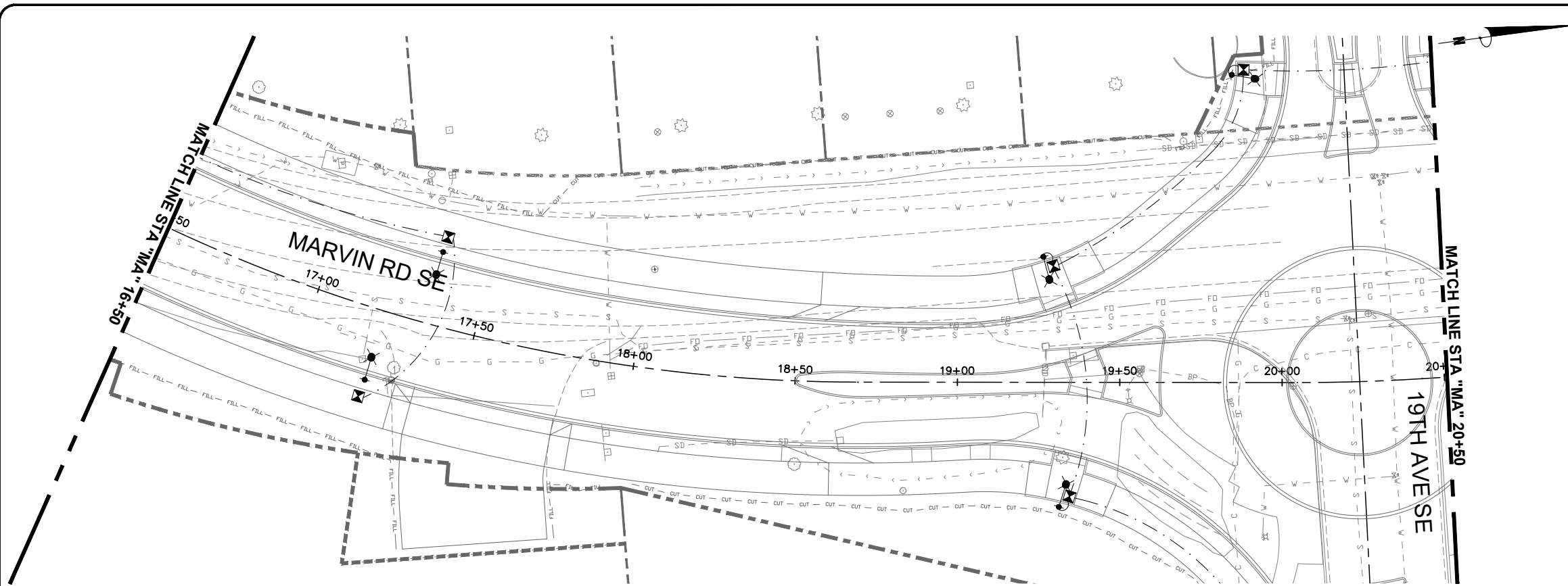
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IMPROVEMENTS
CP No. 61478 FA No. N/A

SIGNING DETAILS

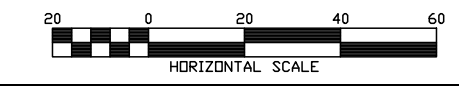
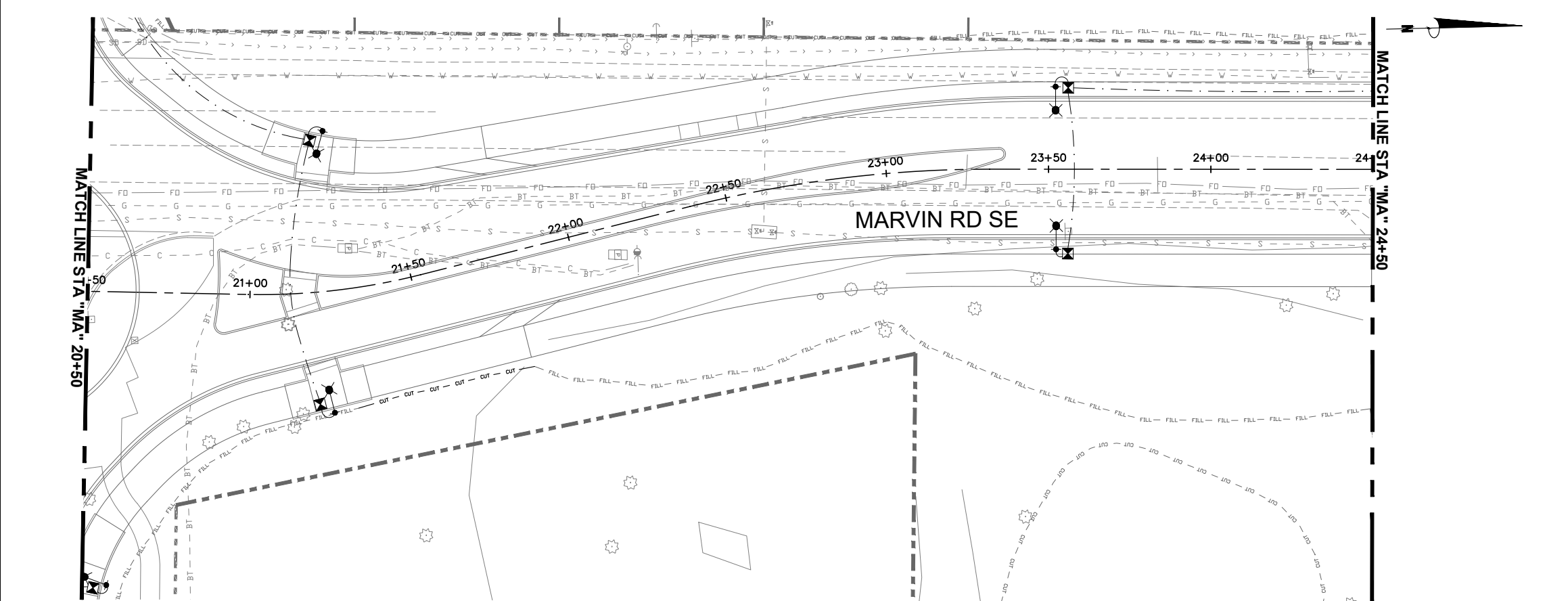
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- STREET LIGHTING NOTES**
- L1 INSTALL TYPE 1 JUNCTION BOX, PER WSDOT STANDARD PLAN J-40,10-01.
 - L2 INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE. SEE LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION
 - L3 INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE, TWO 12" FLASHING BEACONS USING TYPE "F" MOUNT, ONE POLARA MODEL XAV2-LED PEDESTRIAN PUSHBUTTON STATION, ONE W11-2 AND W16-7P FLUORESCENT YELLOW-GREEN CROSSWALK WARNING SIGNS. (SEE SPECIAL PROVISIONS)
 - L4 INSTALL NEW CONDUIT IN EXISTING JUNCTION BOX. SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
 - L5 PROTECT EXISTING LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE. REMOVE EXISTING LUMINAIRE FIXTURE AND REPLACE WITH NEW LED FIXTURE SHOWN IN LUMINAIRE SCHEDULE.
 - L6 PROTECT EXISTING JUNCTION BOX.
 - L7 PROTECT EXISTING CONDUIT(S) AND CONDUCTOR(S).
 - L8 PROTECT EXISTING JUNCTION BOX AND ADJUST TO FINISHED GRADE.
 - L9 PROTECT EXISTING SERVICE.
 - L10 RELOCATE EXISTING LIGHT POLE AND INSTALL ON NEW LUMINAIRE STANDARD FOUNDATION. REMOVE AND DISPOSE OF EXISTING FOUNDATION AND J-BOX.
 - L11 REMOVE EXISTING JUNCTION BOX. PULL EXISTING CONDUCTORS FROM CONDUIT AND ABANDON EXISTING CONDUIT IN PLACE.
 - L12 REMOVE AND SALVAGE EXISTING LIGHT POLE AND LUMINAIRE FIXTURE. REMOVE AND DISPOSE OF EXISTING FOUNDATION AND JUNCTION BOX.
 - L13 INTERCEPT EXISTING CONDUIT AND INSTALL TYPE 1 JUNCTION BOX PER WSDOT STANDARD PLAN J-40. 10-01. SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
 - L14 ABANDON EXISTING CONDUIT IN PLACE.
 - L15 INSTALL PULL BOX.

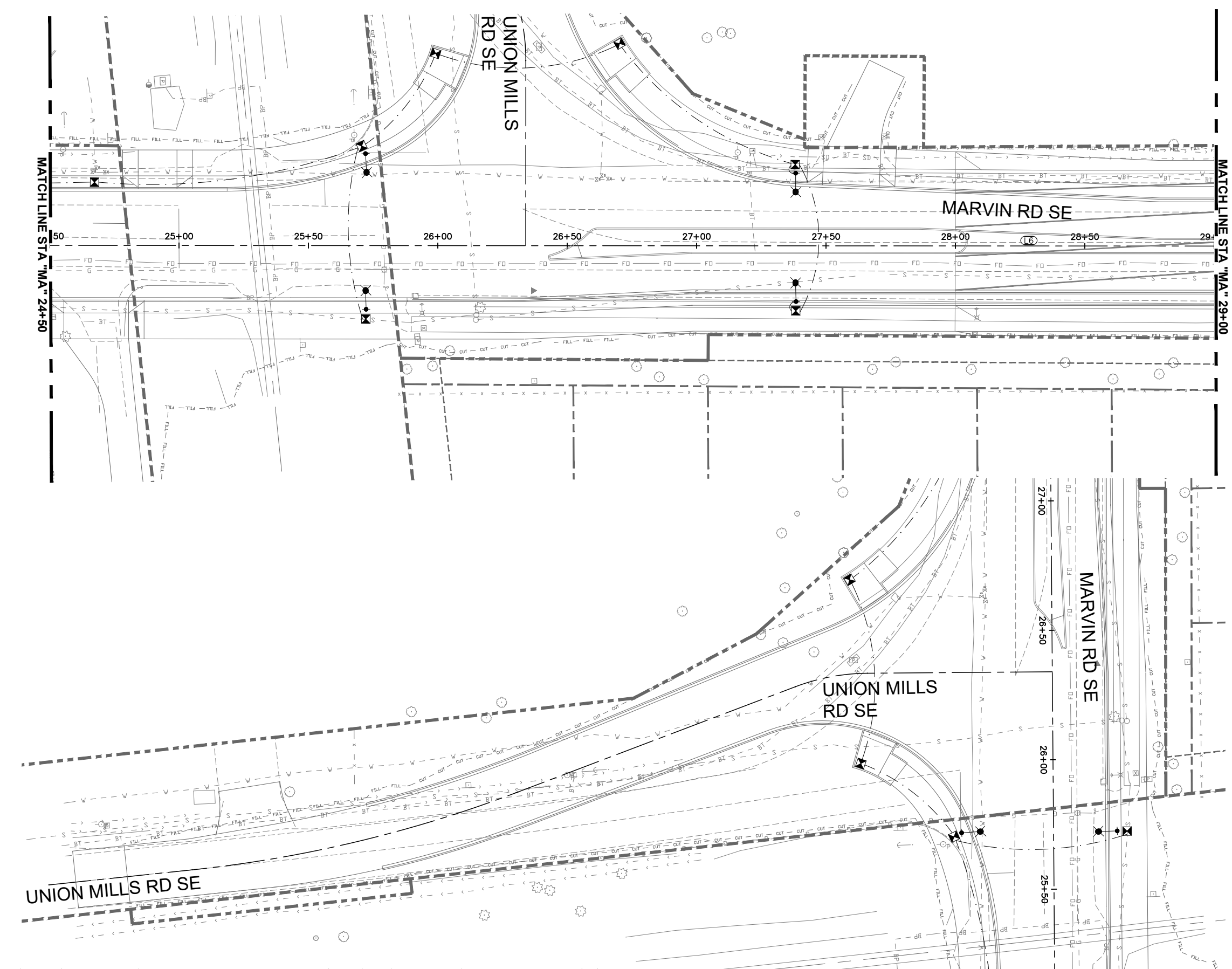


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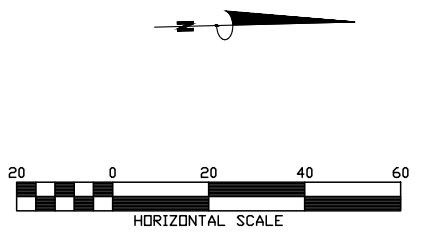
THURSTON COUNTY PUBLIC WORKS 9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512 (360)867-2300		Designed: C. FRENCH	Revisions	Date	MARVIN RD INTERSECTION IMPROVEMENTS	MARVIN RD ILLUMINATION PLAN	Sheet IL-02 PH1 69 of 78
		Drafted: C. FRENCH					
		Checked: B. MAGEE					
		Scale: AS NOTED					
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STREET LIGHTING NOTES

- (L1) INSTALL TYPE 1 JUNCTION BOX, PER WSDOT STANDARD PLAN J-40, 10-01.
- (L2) INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE. SEE LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION
- (L3) INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE, TWO 12" FLASHING BEACONS USING TYPE "F" MOUNT, ONE POLARA MODEL XAV2-LED PEDESTRIAN PUSHBUTTON STATION, ONE W11-2 AND W16-7P FLUORESCENT YELLOW-GREEN CROSSWALK WARNING SIGNS. (SEE SPECIAL PROVISIONS)
- (L4) INSTALL NEW CONDUIT IN EXISTING JUNCTION BOX. SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
- (L5) PROTECT EXISTING LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE. REMOVE EXISTING LUMINAIRE FIXTURE AND REPLACE WITH NEW LED FIXTURE SHOWN IN LUMINAIRE SCHEDULE.
- (L6) PROTECT EXISTING JUNCTION BOX.
- (L7) PROTECT EXISTING CONDUIT(S) AND CONDUCTOR(S).
- (L8) PROTECT EXISTING JUNCTION BOX AND ADJUST TO FINISHED GRADE.
- (L9) PROTECT EXISTING SERVICE.
- (L10) RELOCATE EXISTING LIGHT POLE AND INSTALL ON NEW LUMINAIRE STANDARD FOUNDATION. REMOVE AND DISPOSE OF EXISTING FOUNDATION AND J-BOX.
- (L11) REMOVE EXISTING JUNCTION BOX. PULL EXISTING CONDUCTORS FROM CONDUIT AND ABANDON EXISTING CONDUIT IN PLACE.
- (L12) REMOVE AND SALVAGE EXISTING LIGHT POLE AND LUMINAIRE FIXTURE. REMOVE AND DISPOSE OF EXISTING FOUNDATION AND JUNCTION BOX.
- (L13) INTERCEPT EXISTING CONDUIT AND INSTALL TYPE 1 JUNCTION BOX PER WSDOT STANDARD PLAN J-40. 10-01. SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
- (L14) ABANDON EXISTING CONDUIT IN PLACE.
- (L15) INSTALL PULL BOX.



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Date

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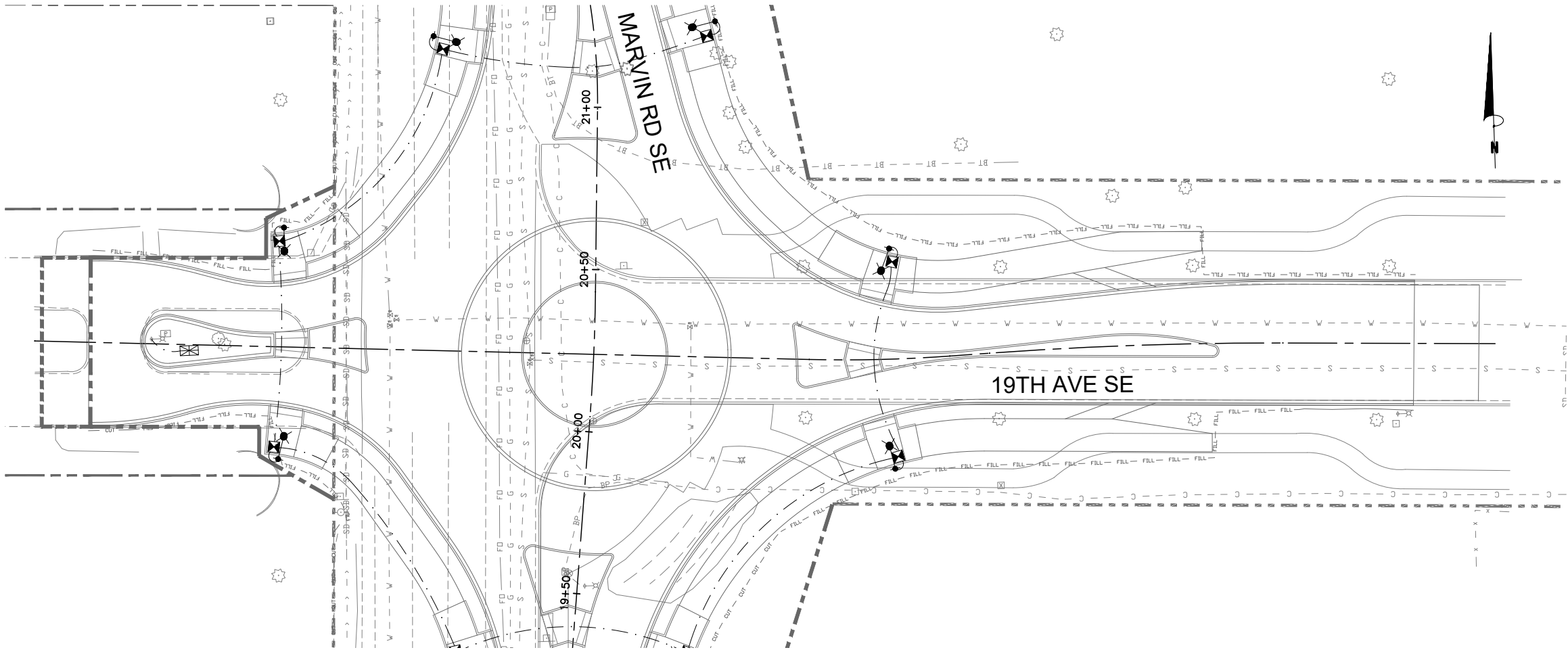
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MARVIN RD ILLUMINATION PLAN

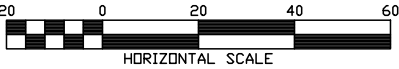
Sheet IL-03
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STREET LIGHTING NOTES

- L1 INSTALL TYPE 1 JUNCTION BOX, PER WSDOT STANDARD PLAN J-40,10-01.
- L2 INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE. SEE LUMINAIRE SCHEDULE FOR ADDITIONAL INFORMATION
- L3 INSTALL LUMINAIRE STANDARD FOUNDATION AND STREET LIGHT POLE WITH ALUMINUM PEDESTAL BASE, TWO 12" FLASHING BEACONS USING TYPE "F" MOUNT, ONE POLARA MODEL XAV2-LED PEDESTRIAN PUSHBUTTON STATION, ONE W11-2 AND W16-7P FLUORESCENT YELLOW-GREEN CROSSWALK WARNING SIGNS. (SEE SPECIAL PROVISIONS)
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- L7 PROTECT EXISTING CONDUIT(S) AND CONDUCTOR(S).
- L8 PROTECT EXISTING JUNCTION BOX AND ADJUST TO FINISHED GRADE.
- L9 PROTECT EXISTING SERVICE.
- L10 RELOCATE EXISTING LIGHT POLE AND INSTALL ON NEW LUMINAIRE STANDARD FOUNDATION. REMOVE AND DISPOSE OF EXISTING FOUNDATION AND J-BOX.
- L11 REMOVE EXISTING JUNCTION BOX. PULL EXISTING CONDUCTORS FROM CONDUIT AND ABANDON EXISTING CONDUIT IN PLACE.
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- L13 INTERCEPT EXISTING CONDUIT AND INSTALL TYPE 1 JUNCTION BOX PER WSDOT STANDARD PLAN J-40. 10-01. SPLICE NEW CONDUCTORS WITH EXISTING CONDUCTORS.
- L14 ABANDON EXISTING CONDUIT IN PLACE.
- L15 INSTALL PULL BOX.



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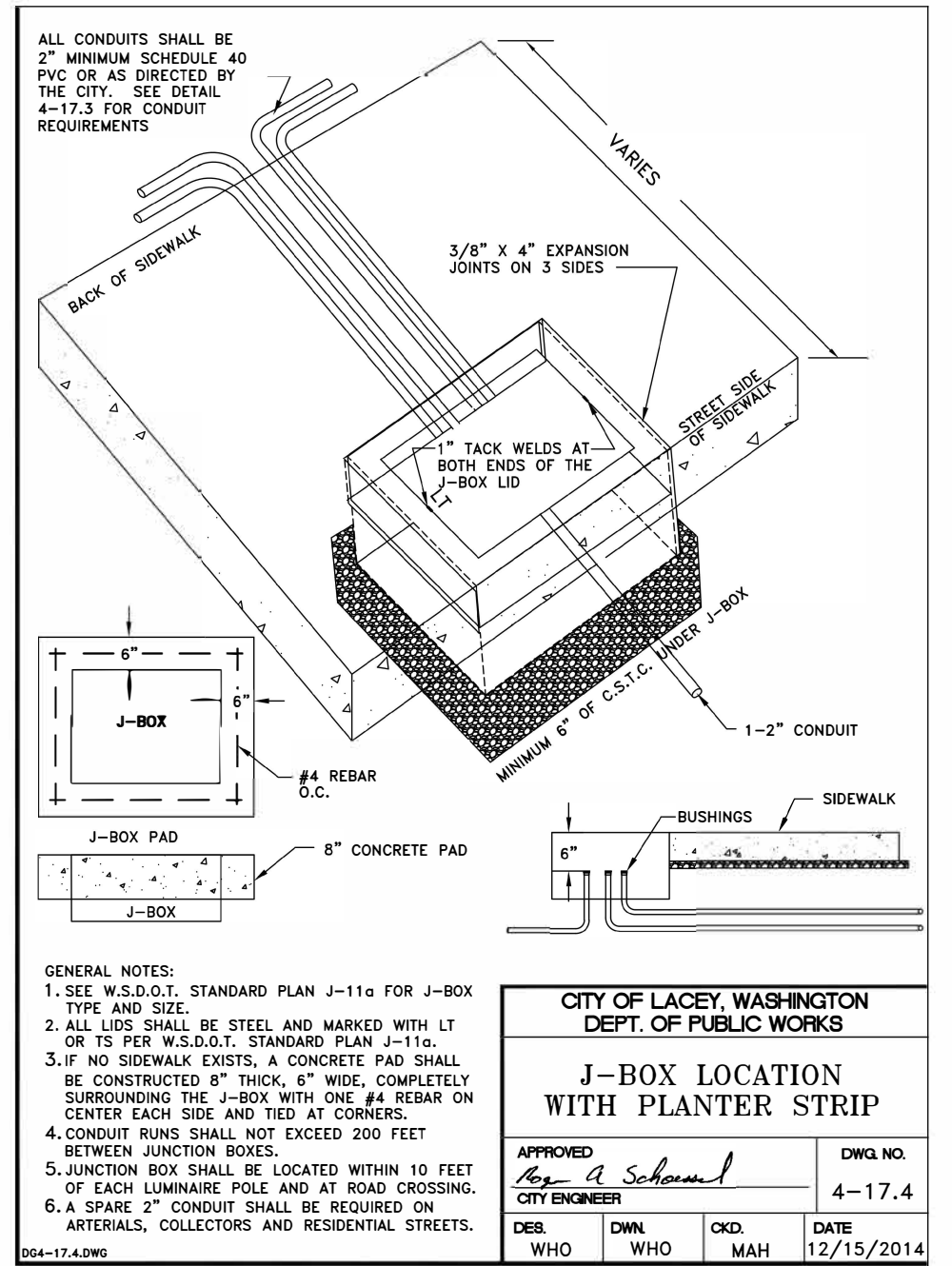
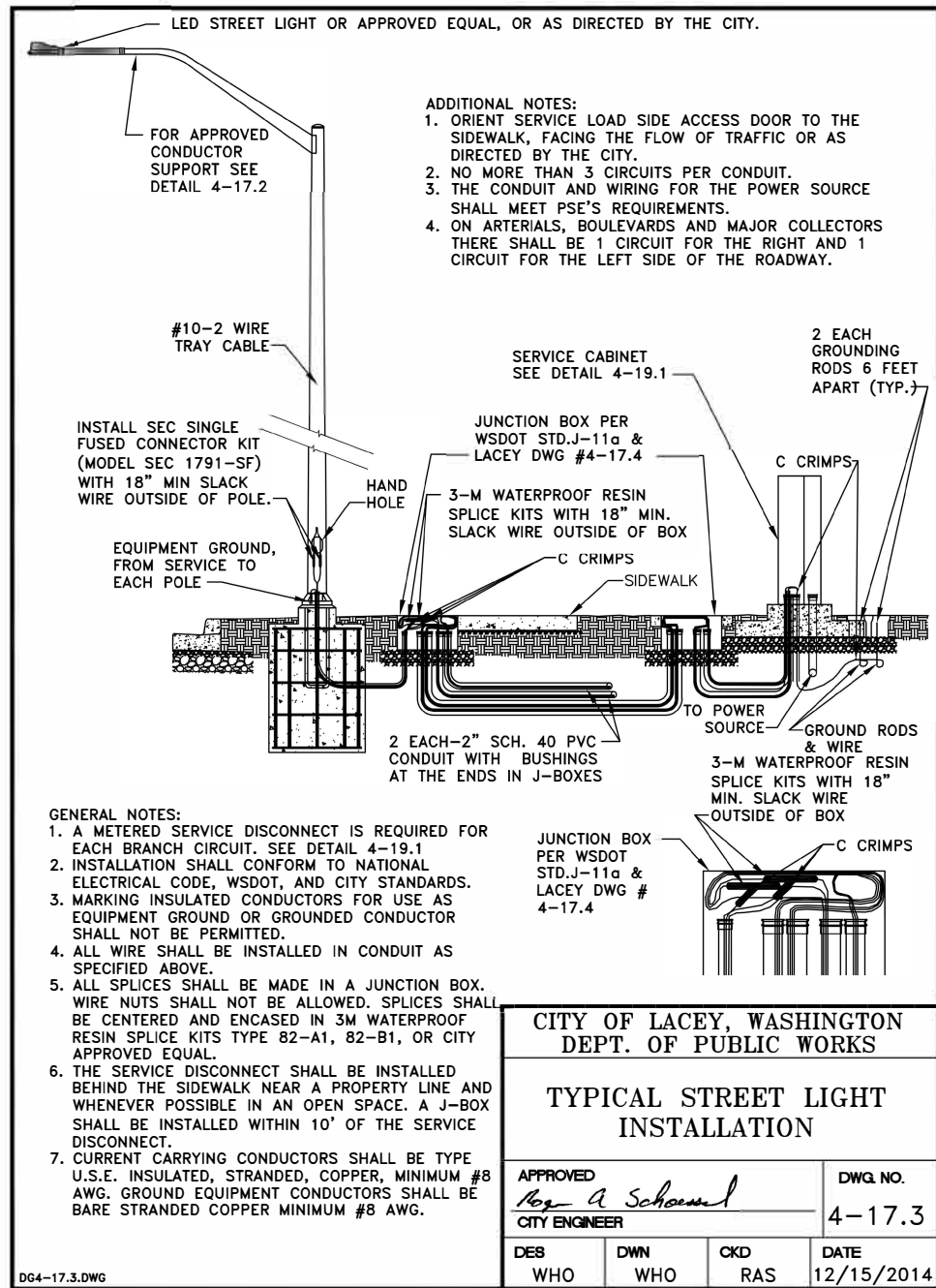
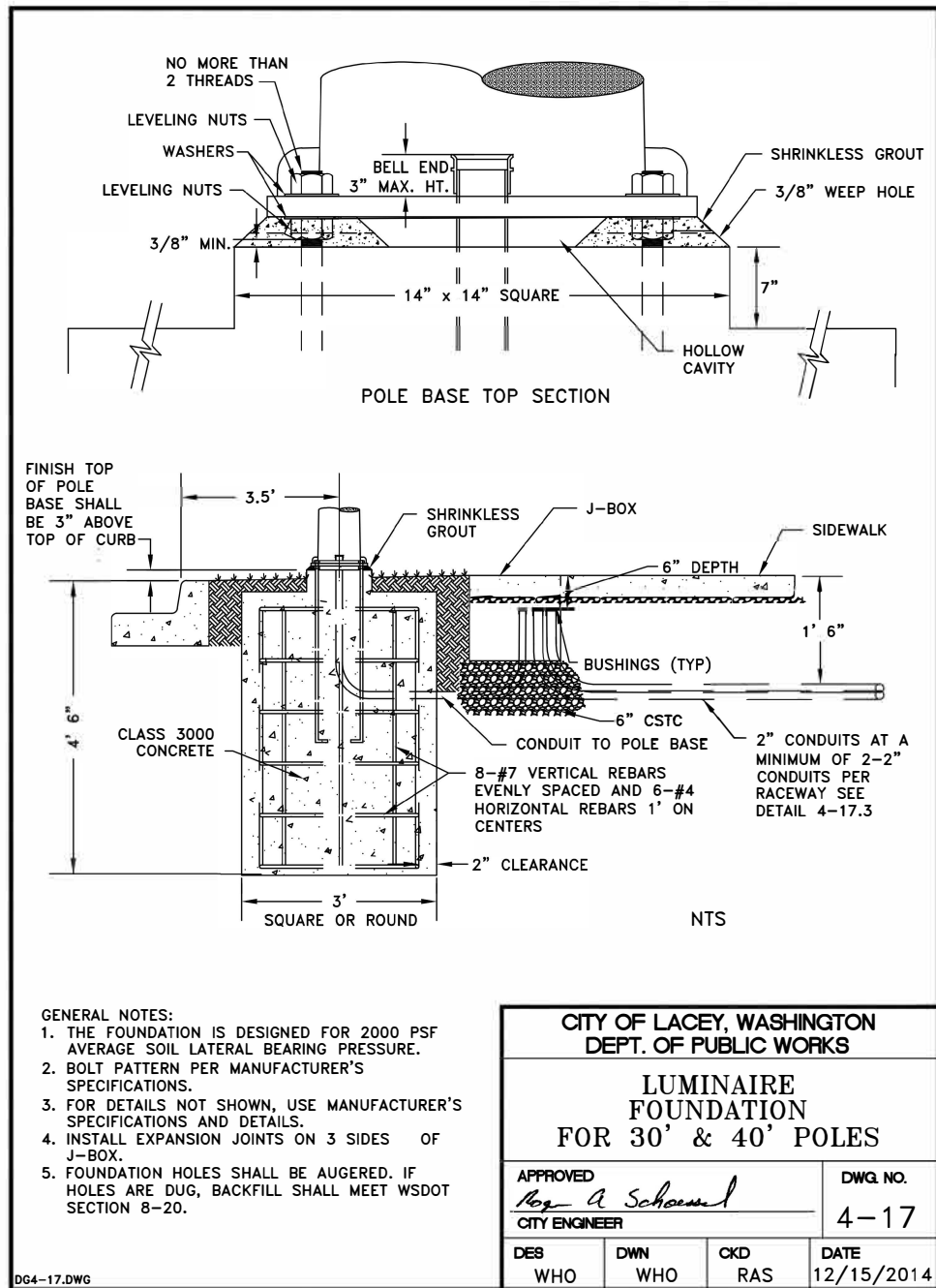
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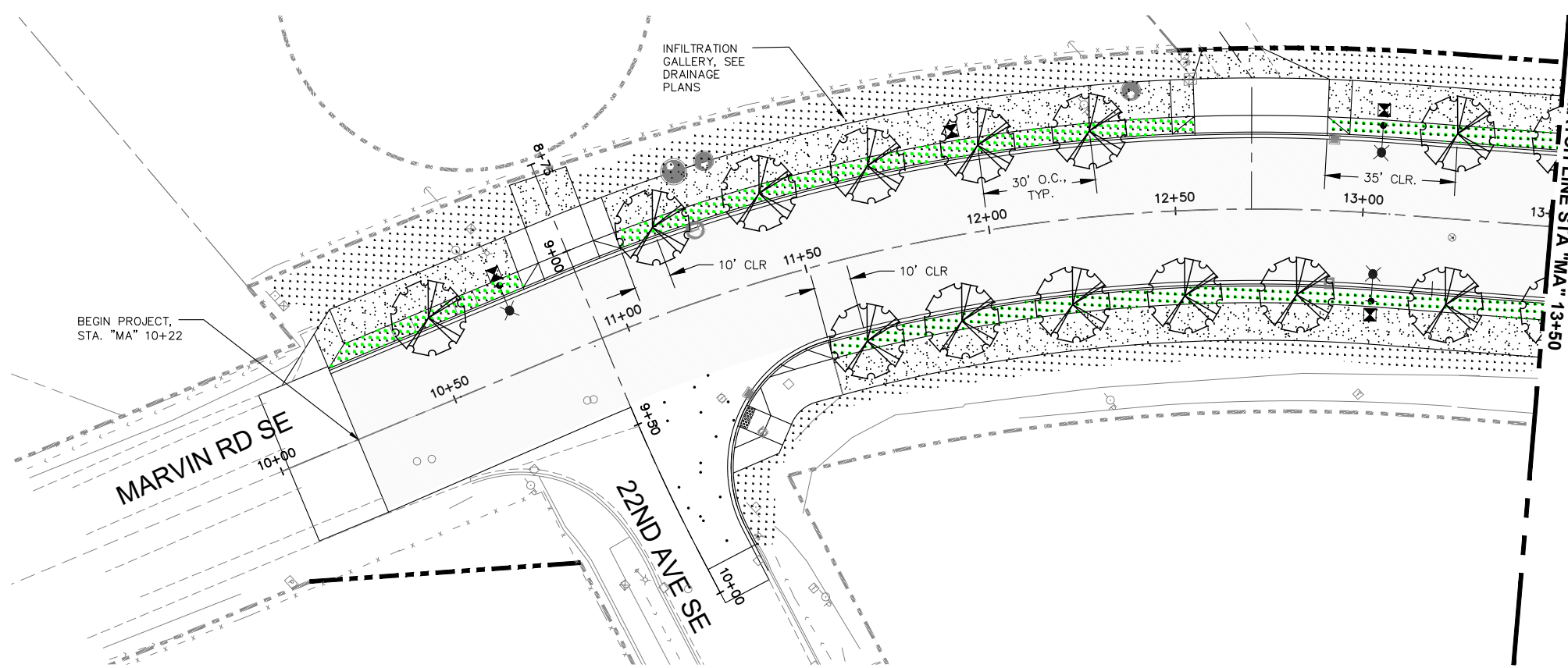
Revisions _____ Date _____
90% DRAFT

MARVIN RD INTERSECTION IMPROVEMENTS
C.R.P. No. 61478 F.A. No. N/A

19TH AVE ILLUMINATION PLAN

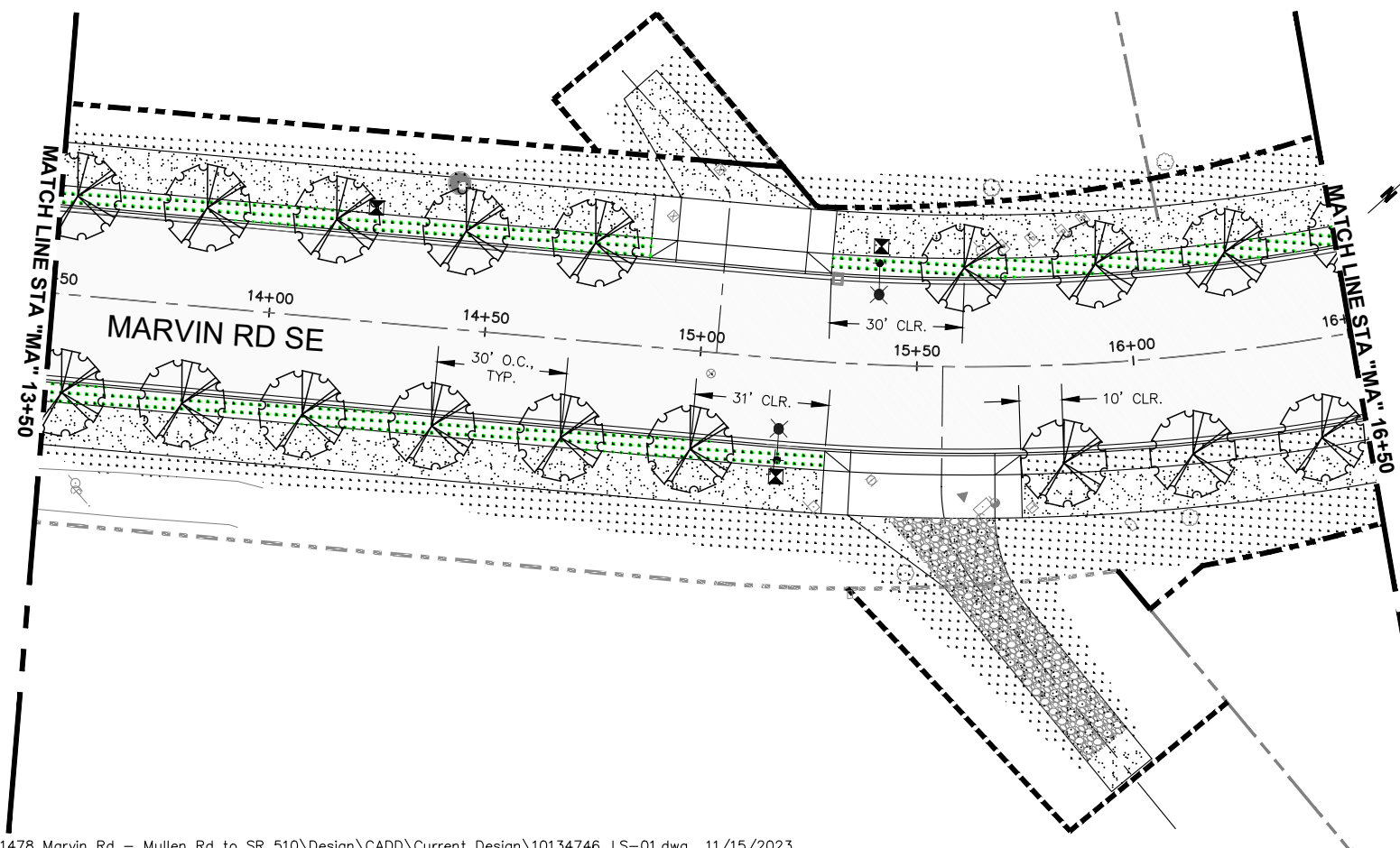
Sheet IL-04
PH1
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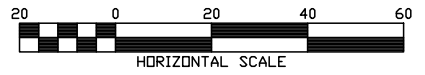


LEGEND

- EXISTING BNSF ROW
- EXISTING ROW
- PROPOSED ROW
- TEMPORARY CONSTRUCTION EASEMENT
- ROCKY MOUNTAIN MAPLE
- SNOWGOOSE FLOWERING CHERRY
- SUBALPINE FIR
- OREGON WHITE OAK
- SEEDED LAWN INSTALLATION
- WET NATIVE SEED MIX
- PERMANENT EROSION CONTROL SEED MIX
- STREAMBED COBBLE
- CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN, SEE PAVEMENT MARKING PLANS



- GENERAL NOTES**
- UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET.
 - REFER TO LSDT-01 FOR LANDSCAPE PLANTING NOTES, SCHEDULE AND PLANTING DETAILS.
 - REFER TO LSDT-01 AND SPECIAL PROVISIONS FOR IRRIGATION SYSTEM RESTORATION REQUIREMENTS.



O:\Projects\06_CapitalConst\61478 Marvin Rd - Mullen Rd to SR 510\Design\CADD\Current Design\10134746_LS-01.dwg 11/15/2023

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300

PRELIMINARY

Designed: G. GOLBUFF
Drafted: G. GOLBUFF
Checked: S. CHAUHAN
Scale: AS NOTED

Revisions _____ Date _____

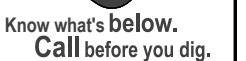
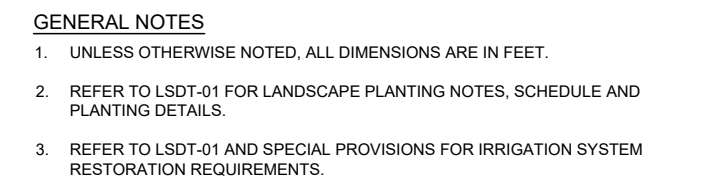
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MARVIN RD INTERSECTION IMPROVEMENTS

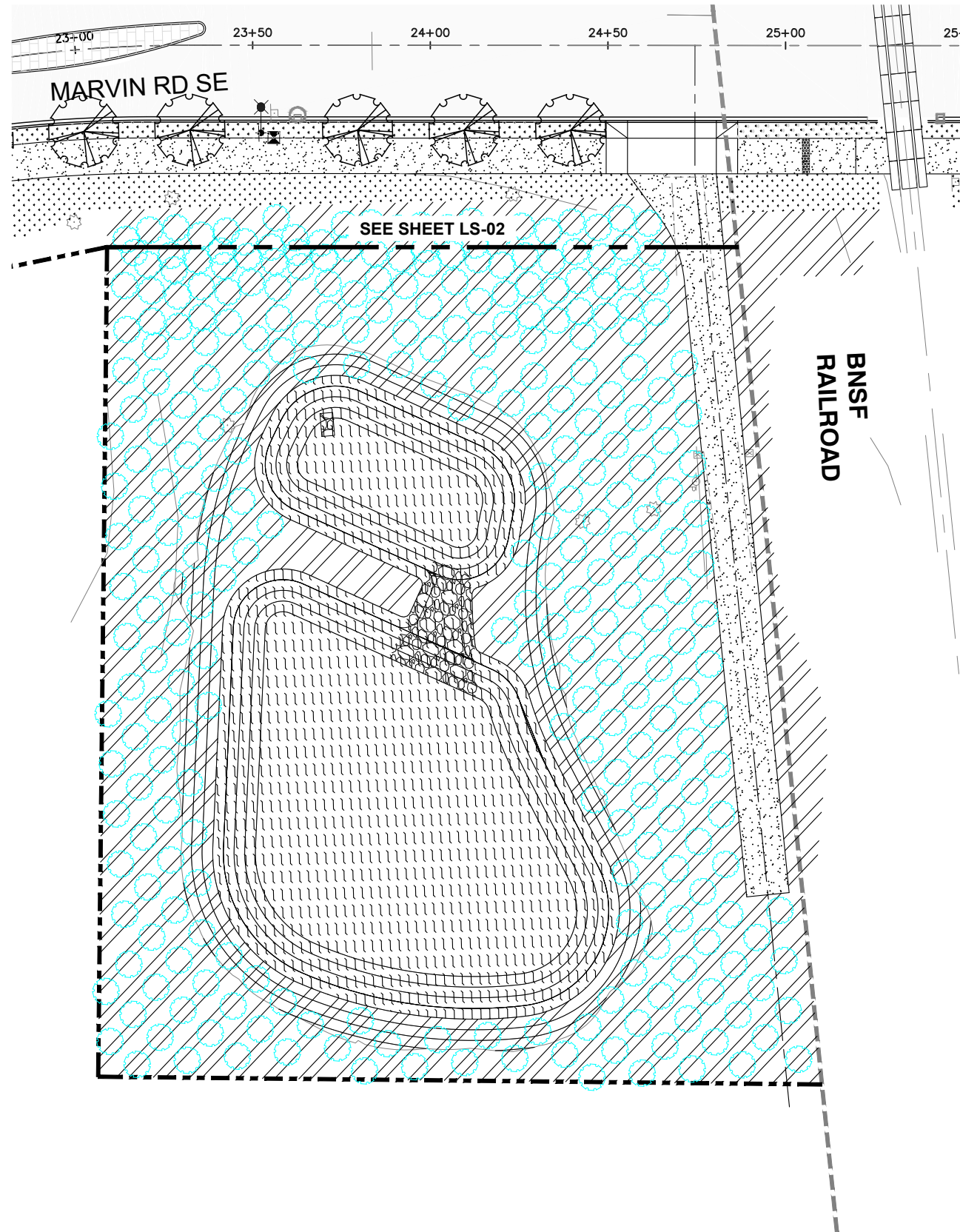
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MARVIN RD LANDSCAPE PLAN

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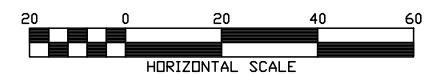


LEGEND

	EXISTING BNSF ROW
	EXISTING ROW
	PROPOSED ROW
	TEMPORARY CONSTRUCTION EASEMENT
	ROCKY MOUNTAIN MAPLE
	SNOWGOOSE FLOWERING CHERRY
	SUBALPINE FIR
	OREGON WHITE OAK
	SEEDED LAWN INSTALLATION
	WET NATIVE SEED MIX
	PERMANENT EROSION CONTROL SEED MIX
	STREAMBED COBBLE
	CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN, SEE PAVEMENT MARKING PLANS

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3. REFER TO LSDT-01 AND SPECIAL PROVISIONS FOR IRRIGATION SYSTEM RESTORATION REQUIREMENTS.



Know what's below.
Call before you dig.

O:\Projects\06_CapitalConst\61478 Marvin Rd - Mullen Rd to SR 510\Design\CADD\Current Design\10134746_LS-01.dwg 11/15/2023

THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300

PRELIMINARY

Designed: G. GOLBUFF
Drafted: G. GOLBUFF
Checked: S. CHAUHAN
Scale: AS NOTED

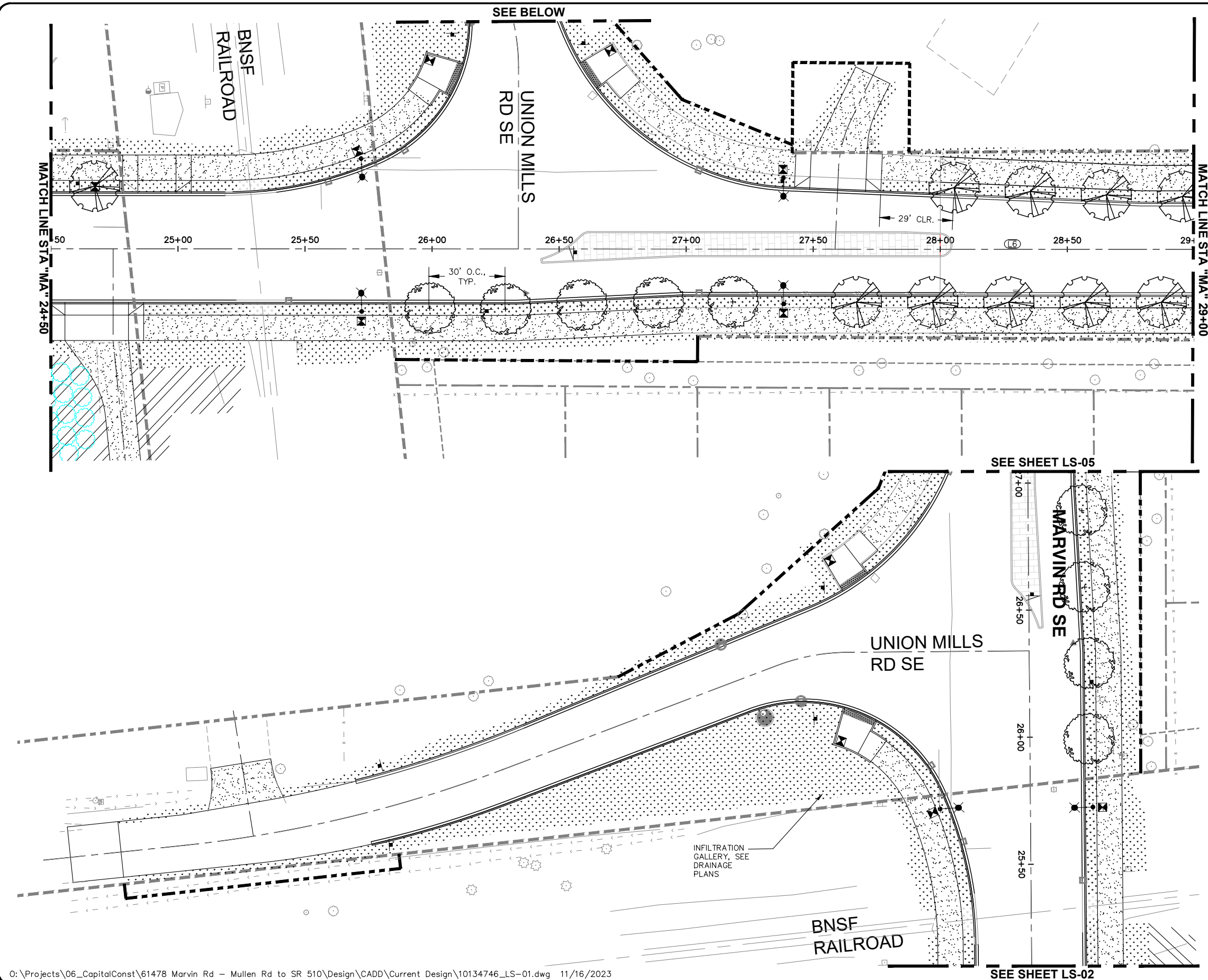
Revisions Date
90% DRAFT

MARVIN RD INTERSECTION
IMPROVEMENTS

C.R.P. No. 61478 F.A. No. N/A

MARVIN RD POND LANDSCAPE
PLAN

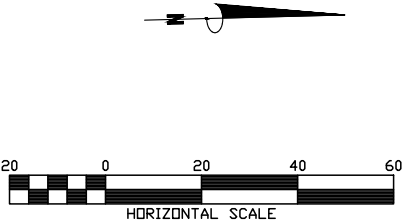
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LEGEND

	EXISTING BNSF ROW
	EXISTING ROW
	PROPOSED ROW
	TEMPORARY CONSTRUCTION EASEMENT
	ROCKY MOUNTAIN MAPLE
	SNOWGOOSE FLOWERING CHERRY
	SUBALPINE FIR
	OREGON WHITE OAK
	SEEDDED LAWN INSTALLATION
	WET NATIVE SEED MIX
	PERMANENT EROSION CONTROL SEED MIX
	STREAMBED COBBLE
	CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN, SEE PAVEMENT MARKING PLANS

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Know what's below.
Call before you dig.

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THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300

PRELIMINARY

Designed: G. GOLBUFF
Drafted: G. GOLBUFF
Checked: S. CHAUHAN
Scale: AS NOTED

Revisions _____ Date _____

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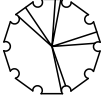
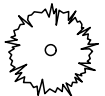
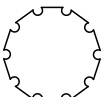
MARVIN RD INTERSECTION IMPROVEMENTS

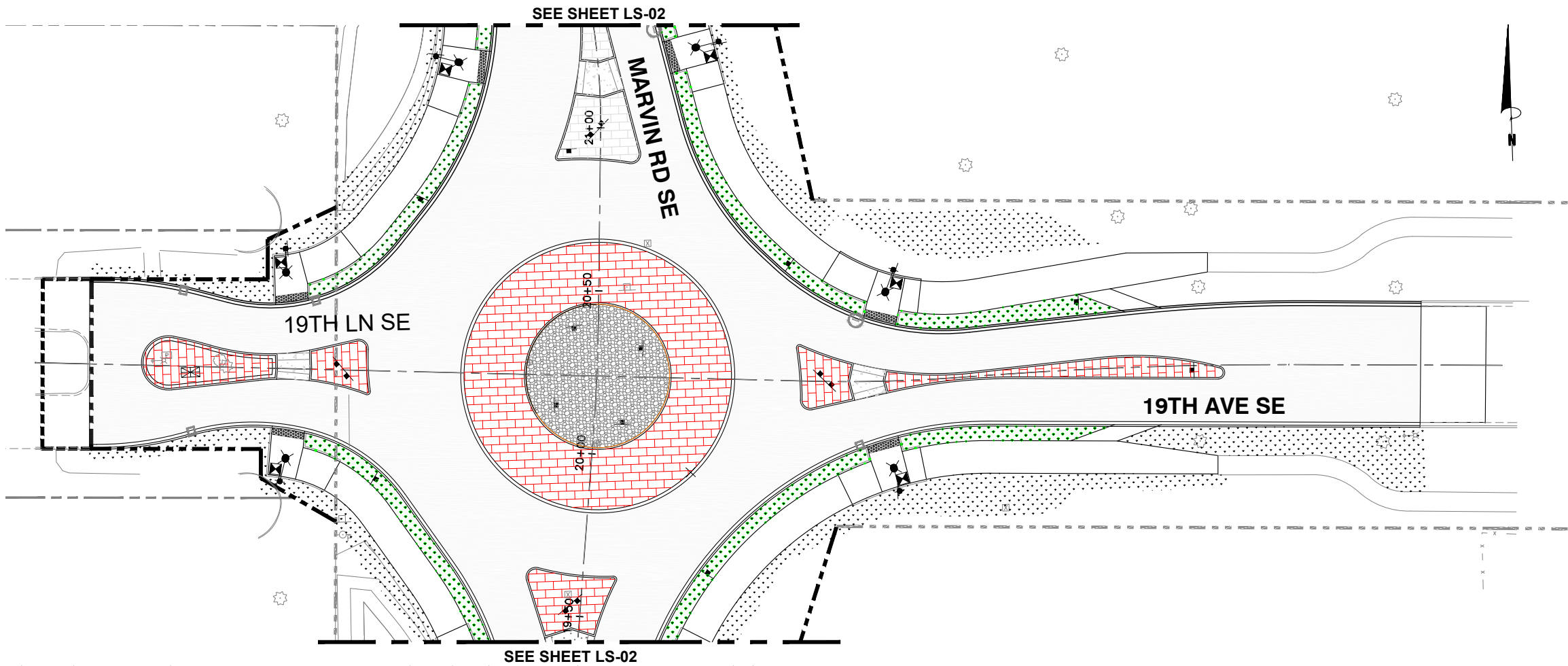
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MARVIN RD AND UNION MILLS LANDSCAPE PLAN

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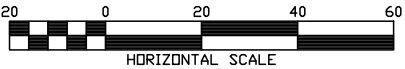
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	EXISTING BNSF ROW
	EXISTING ROW
	PROPOSED ROW
	TEMPORARY CONSTRUCTION EASEMENT
	ROCKY MOUNTAIN MAPLE
	SNOWGOOSE FLOWERING CHERRY
	SUBALPINE FIR
	OREGON WHITE OAK
	SEEDED LAWN INSTALLATION
	WET NATIVE SEED MIX
	PERMANENT EROSION CONTROL SEED MIX
	STREAMBED COBBLE
	CEMENT CONCRETE SPLITTER ISLAND / TRUCK APRON / MEDIAN, SEE PAVEMENT MARKING PLANS



GENERAL NOTES

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3. REFER TO LSDT-01 AND SPECIAL PROVISIONS FOR IRRIGATION SYSTEM RESTORATION REQUIREMENTS.



Know what's below.
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PRELIMINARY

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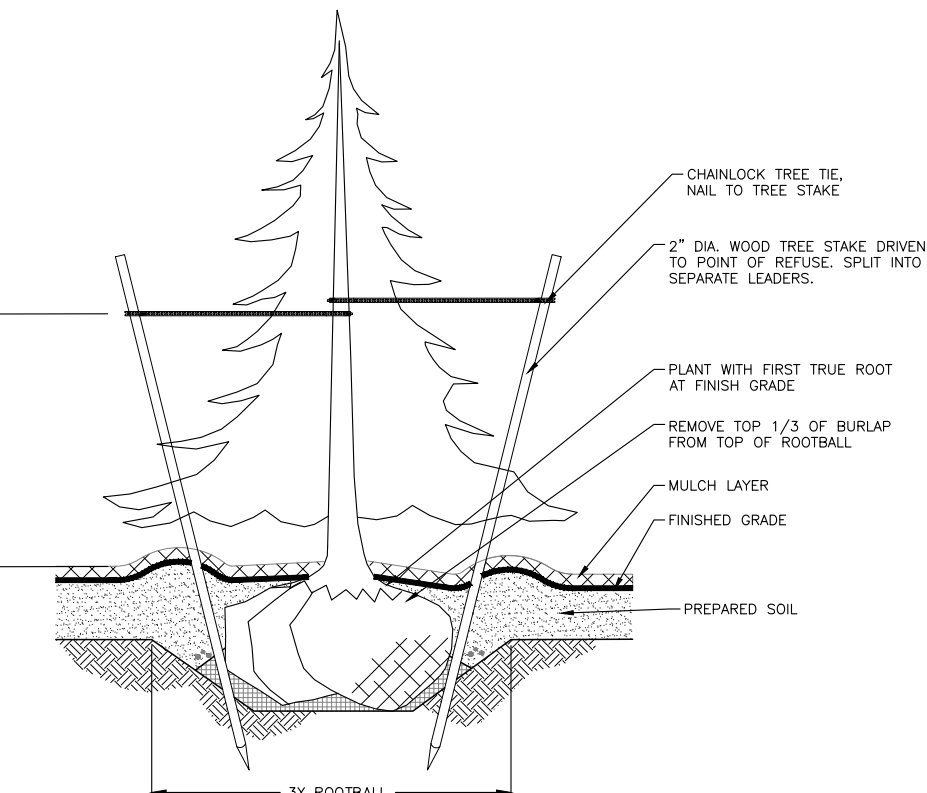
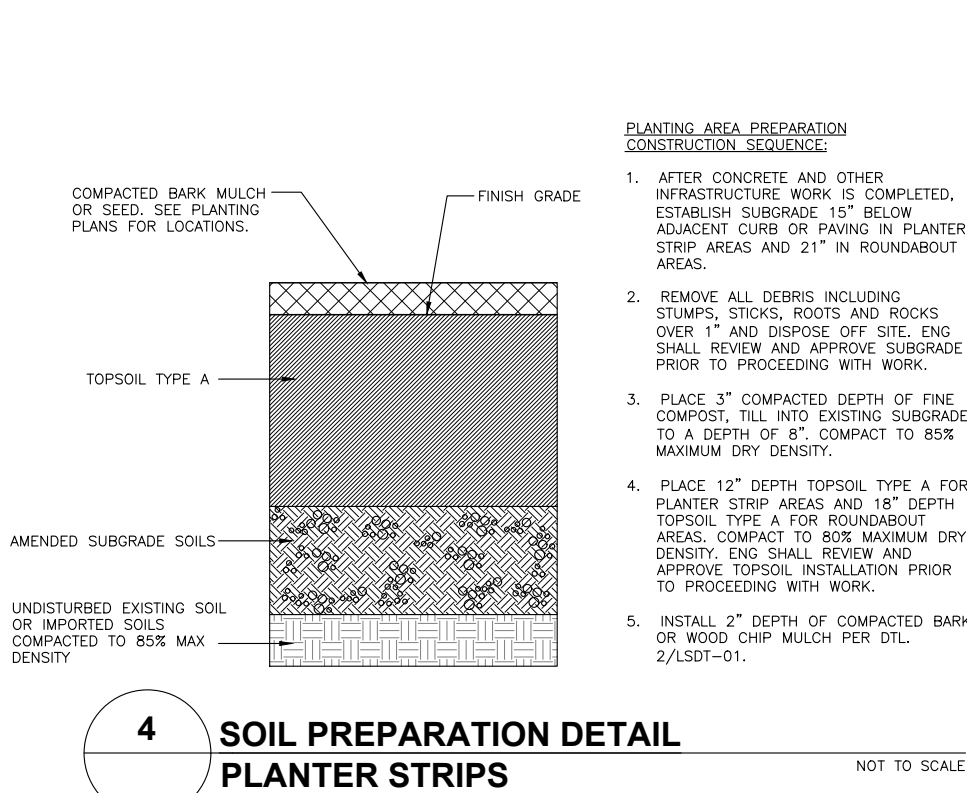
Revisions _____ Date _____
90% DRAFT

MARVIN RD INTERSECTION IMPROVEMENTS

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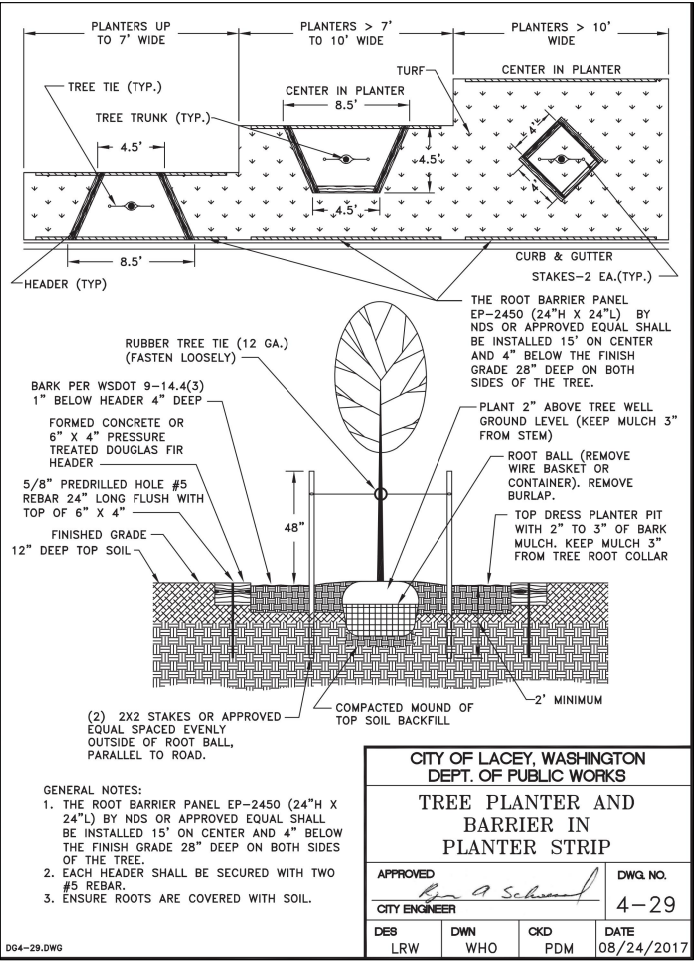
15TH AVE LANDSCAPE PLAN

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PLANTING SCHEDULE				
SYMBOL	QTY	SCIENTIFIC NAME / COMMON NAME	SIZE / REMARKS	DETAIL
SEEDING & GROUNDPLANE TREATMENT				
	9,335 SY	SEEDED LAWN INSTALLATION	PER WSDOT 8-02.3(9), COMMERCIALLY PREPARED MIXTURE WITH TURF TYPE PERENNIAL RYEGRASS AS THE HIGHEST PERCENTAGE BY WEIGHT OF THE MIXTURE. APPLY PER MFR. PER WSDOT 8-02.3(9). APPLY AT A RATE OF 20 LBS/ACRE.	
	1,511 SY	WET NATIVE SEED MIX 60% GLYCERIA OCCIDENTALIS 15% AGROSTIS EXARATA 10% LEERSIA ORYZOIDES 10% CALAMAGROSTIS CANADENSIS 5% SCIRPUS CYPERINUS	PER WSDOT 8-02.3(9). APPLY AT A RATE OF 45 LBS/ACRE.	
	3,550 SY	PERMANENT EROSION CONTROL SEED MIX 35% FESTUCA IDAOPENSIS 35% FESTUCA ROEMERI 18% POCA SECUNDA 'CANBYI' 12% TRITICUM AESTIVUM X SECALE CEREALE	PER WSDOT 8-02.3(9). APPLY AT A RATE OF 45 LBS/ACRE.	
	705 SF	STREAMBED COBBLE	4" COBBLES, PER WSDOT 9-03.11(2)	

- LANDSCAPE NOTES**
1. ANY DISCREPANCIES W/ THE DRAWINGS AND/OR SPECS & SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING W/ CONSTRUCTION.
 2. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
 3. PLANT MATERIAL LOCATIONS SHALL BE COORDINATED W/ IRRIGATION EQUIPMENT LOCATIONS TO AVOID ANY CONFLICTS.
 4. CONTRACTOR SHALL FIELD STAKE TREE & SHRUB PLANTING LOCATIONS AND SPRAY PAINT GROUNDCOVER BEDS PRIOR TO PLANTING FOR ENGINEER REVIEW & APPROVAL.
 5. CONTRACTOR TO WORK WITHIN ROW UNLESS NOTED ON PLANS AS A TEMPORARY EASEMENT AREA.
 6. A FULLY FUNCTIONAL AUTOMATIC IRRIGATION SYSTEM(S) SHALL BE PROVIDED FOR ALL PLANTER STRIP AND ROUNDABOUT MEDIAN ISLANDS. SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.



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THURSTON COUNTY PUBLIC WORKS
9605 TILLEY RD S. STE-C, OLYMPIA, WA 98512
(360)867-2300

PRELIMINARY

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Drafted: G. GOLBUFF
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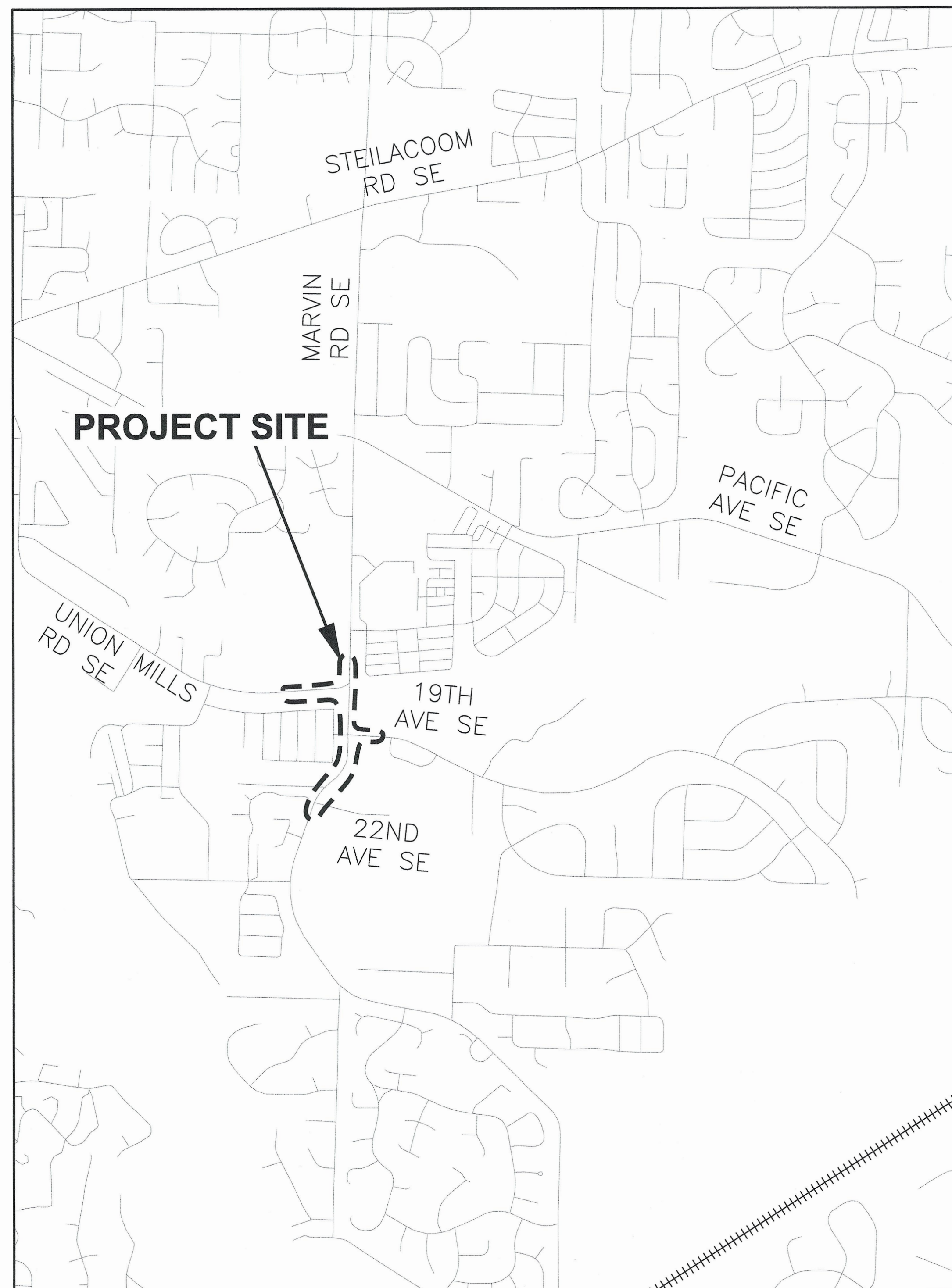
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MARVIN RD INTERSECTION IMPROVEMENTS

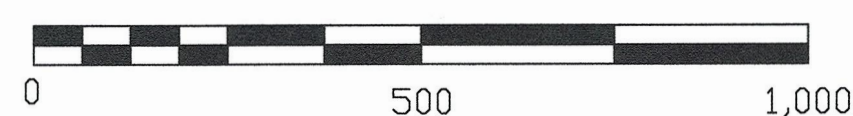
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MARVIN ROAD PLANT SCHEDULE & LANDSCAPE DETAILS

Sheet LSDT-01
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VICINITY MAP
CITY OF LACEY, WASHINGTON
SCALE : 1" = 1000'



MARVIN ROAD UTILITY RELOCATION 2023

LACEY CONTRACT # PW 2023-24
SECTION 23, T18N, R1W, W.M.

LACEY CITY OFFICIALS

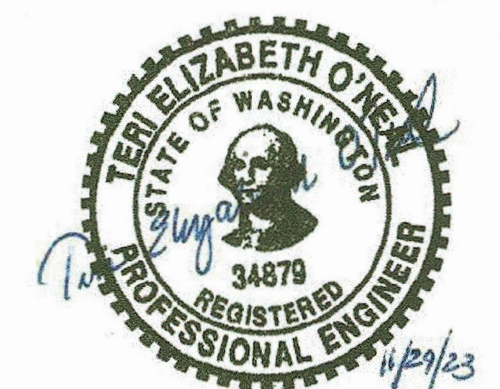
MAYOR: Andy Ryder
DEPUTY MAYOR: Malcolm Miller
CITY COUNCIL: Lenny Greenstein
Michael Steadman
Carolyn Cox
Ed Kunkel
Robin Vazquez

CITY MANAGER: Rick Walk
CITY ATTORNEY: David S. Schneider
CITY ENGINEER: Aubrey Collier, P.E., S.E.
DIRECTOR OF PUBLIC WORKS: Scott Egger, P.E.

SHEET INDEX

SHEET NO.	PAGE NO.	DESCRIPTION
1	-	COVER SHEET
2	G1	GENERAL NOTES
3 - 7	W1 - W5	WATER PLAN AND PROFILE
8-12	S1-S5	SEWER PLAN AND PROFILE
13-15	D1-D3	DETAIL SHEETS

 11/29/23
DIRECTOR OF PUBLIC WORKS DATE



Lacey Dwg. Number :
D-23-26

BLOCK LEGEND:

NEW		EXISTING	
	SURVEY MONUMENT		
	CATCH BASIN TYPE 1		
	STORM MANHOLE & CB TYPE 2		
	PROPOSED CATCH BASIN (THURSTON COUNTY)		
	PROPOSED STORM MANHOLE (THURSTON COUNTY)		
	FIRE HYDRANT		
	AIR & VACUUM RELEASE VALVE		
	WATER METER		
	WATER VALVE		
	REDUCER		
	SPRINKLER HEAD		
	SEWER MANHOLE		
	SANITARY SEWER CLEAN OUT		
	DUPLEX SIDE SEWER STUB		
	GAS VALVE		
	SIGN		
	POLE ANCHOR		
	POWER TRANSFORMER		
	POWER POLE		
	POWER VAULT		
	STREET LIGHT		
	JUNCTION BOX		
	ELECTRICAL SERVICE		
	CABLE TV PEDESTAL		
	TELEPHONE MANHOLE		
	TELEPHONE PEDESTAL		
	TREE GRATE		
	CONIFER TREE		
	DECIDUOUS TREE		

COMMERCIAL SIGN

LINE TYPE LEGEND:

	8+00	CONSTRUCTION BASELINE
		EASEMENT
		ROAD CENTERLINE
		BARB WIRE FENCE
		CHAIN LINK FENCE
		CONCRETE FENCE
		ROCK FENCE
		WIRE FENCE
		WOOD FENCE
		GRAVEL
		TOE OF SLOPE
		TOP OF SLOPE
		DITCH
		STORM (PAINTED)
		PROPOSED STORM (THURSTON COUNTY)
		SEWER (PAINTED)
		NEW SEWER
		RIGHT OF WAY
		OVERHEAD CABLE
		UNDERGROUND CABLE (PAINTED)
		GAS (PAINTED)
		OVERHEAD PHONE
		OVERHEAD FIBER OPTIC
		UNDERGROUND PHONE (PAINTED)
		UNDERGROUND FIBER OPTIC (PAINTED)
		OVERHEAD ELECTRIC
		UNDERGROUND ELECTRIC (PAINTED)
		WATER (PAINTED)
		NEW WATER
		NEW WATER SERVICE
		ABANDON EXISTING UTILITY (SEE PLAN)
		PROPOSED SEWER (WATER SHEETS)
		PROPOSED WATER (SEWER SHEETS)

CONSTRUCTION HATCH TYPES:

	AREA OF HMA PAVEMENT REPAIR		GRAVEL
	CONCRETE		

ABBREVIATIONS:

	DEFLECTION ANGLE	S/W	SIDEWALK	V.P.I.	VERTICAL POINT OF CURVATURE
EP	EDGE OF PAVEMENT	C.S.B.C.	CRUSHED SURFACING BASE COURSE	V.P.T.	VERTICAL POINT OF TANGENCY
RT	RIGHT	C.S.T.C.	CRUSHED SURFACING TOP COURSE	EL.	ELEVATION
LT	LEFT	CL, C	CENTERLINE	S.Y.	SQUARE YARD
I.E.	INVERT ELEVATION	CB	CATCH BASIN	C.Y.	CUBIC YARD
P.C.	POINT OF CURVATURE	N/A	NOT APPLICABLE	TYP.	TYPICAL
P.I.	POINT OF INTERSECTION	A/C	ASPHALT CONCRETE	SEP	SEPARATION
P.T.	POINT OF TANGENCY	ACP	ASPHALT CONCRETE PAVEMENT	L.F.	LINEAR FEET
R.	RADIUS	D.I.	DUCTILE IRON	LUM.	LUMINEER
R.P.	RADIUS POINT	SD	STORM DRAIN	DR.	DRIVE
R/W	RIGHT-OF-WAY	SS	SANITARY SEWER	PKWY.	PARKWAY
ROW	RIGHT-OF-WAY	RPBA	REDUCED PRESSURE BACKFLOW ASSEMBLY	CONST.	CONSTRUCTION
EX.	EXISTING	DIA, Ø	DIAMETER	FT.	FOOT
EXIST.	EXISTING	A.P.	ANGLE POINT	D/W	DRIVEWAY
STA	STATION	TC	THURSTON COUNTY	APPROX.	APPROXIMATELY
				B.N.R.R.	BURLINGTON NORTHERN RAILROAD

CONSTRUCTION NOTES:

- CALL 48 HOURS BEFORE YOU DIG 1-800-424-5555 OR 811.
- THE CONTRACTOR SHALL FIELD VERIFY UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL NOT REMOVE ANY TREES UNLESS INDICATED ON PLANS OR DIRECTED BY ENGINEER.
- GRINDING LIMITS AND PAVEMENT REPAIR LIMITS SHALL BE IDENTIFIED BY THE ENGINEER IN THE FIELD AND MAY VARY FROM THOSE SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL RESTORE ALL LANDSCAPING TO EQUAL OR BETTER THAN ORIGINAL CONDITIONS AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING SURVEY MONUMENTS AND PROPERTY CORNERS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH RESTORING MONUMENTS OR PROPERTY CORNERS OUTSIDE OF THE CONSTRUCTION LIMITS.
- CONTRACTOR TO COORDINATE WITH POWER AND PHONE PURVEYORS TO HAVE UTILITY POLES TEMPORARILY SUPPORTED AS REQUIRED TO PREVENT DAMAGE DURING TRENCH EXCAVATION.
- ALL DISTURBED PAVEMENT MARKINGS ARE TO BE REPLACED WITH IN-KIND MARKINGS.
- ALL POTHOLE ELEVATIONS SHOWN REFERENCE THE TOP OF PIPE.

BASIS OF BEARING
MERIDIAN IS WASHINGTON COORDINATE SYSTEM OF 1983/91 - SOUTH ZONE DERIVED FROM TIES TO HPGN STATIONS SANDERSON, MCKENNA AND CBL1110 AND TO WSDOT GPS STATIONS G259R, GP34005-2, GP34005-4, GP34101-32, GP34101-39, HC34-2, LUHR RM2, TS34-33, TS34-59 AND TO THURSTON COUNTY GPS STATIONS U-531, AT-194, AT-352, AT-355, AT-447, AT449 AND AT-478. DISTANCES SHOWN ARE GROUND SCALE U.S. FEET. COMBINED SCALE FACTOR (GROUND TO GRID) IS 0.999935701. SURVEY AF# 3111152 DATED 09-24-1997.

WATER NOTES:

- EXPPOSE CONNECTION POINTS AND VERIFY FITTINGS 72 HOURS PRIOR TO DISTRIBUTING SHUTDOWN NOTICES.
- CONTRACTOR SHALL FIELD VERIFY UTILITY SERVICE LOCATIONS PRIOR TO CONSTRUCTION.
- THE CONTRACTOR SHALL POTHOLE ALL UTILITY CROSSING CONFLICTS. THE CONTRACTOR SHALL INFORM THE ENGINEER OF ALL CONFLICTS WITH THE PROPOSED PIPE PRIOR TO PIPE INSTALLATION.
- EXISTING PIPE SHALL BE EXPOSED AT EACH CONNECTION AND REQUIRED FITTINGS BROUGHT TO SITE PRIOR TO SHUTDOWN.
- UNLESS OTHERWISE NOTED ON PLAN OR DIRECTED BY THE ENGINEER ALL NEW WATER MAIN SHALL HAVE A MINIMUM OF 42" OF COVER.
- ALL NEW WATER MAIN SHALL BE CONSTRUCTED WITH RESTRAINED JOINTS.
- WORK ON SHEETS W3, W4, AND W7 SHALL NOT OCCUR BETWEEN THE MONTHS OF JUNE AND AUGUST.

VERTICAL
THE CITY OF LACEY BENCHMARKS ARE BASED ON **NGVD 29** DATUM FROM PRIMARY CONTROL ESTABLISHED BY FEDERAL AND STATE AGENCIES TO FIRST OR SECOND ORDER ACCURACY. THE CITY OF LACEY'S BENCHMARKS ARE GENERALLY TO THIRD ORDER ACCURACY.

BENCHMARK
CITY OF LACEY BM#507
3-1/2" DISK IN 2'X3' BOULDER (0-13)
.15 MILES EAST OF MARVIN RD SE,
28.5' SOUTH OF SOUTH RAIL BNRR
ELEV.=193.56

SOURCE OF UTILITY MARKINGS
SURFACE MARKINGS PROVIDED BY
UTILITY NOTIFICATION CENTER
(callbeforeyoudig.org)
TICKET # 23189638, 23194109, 23194116

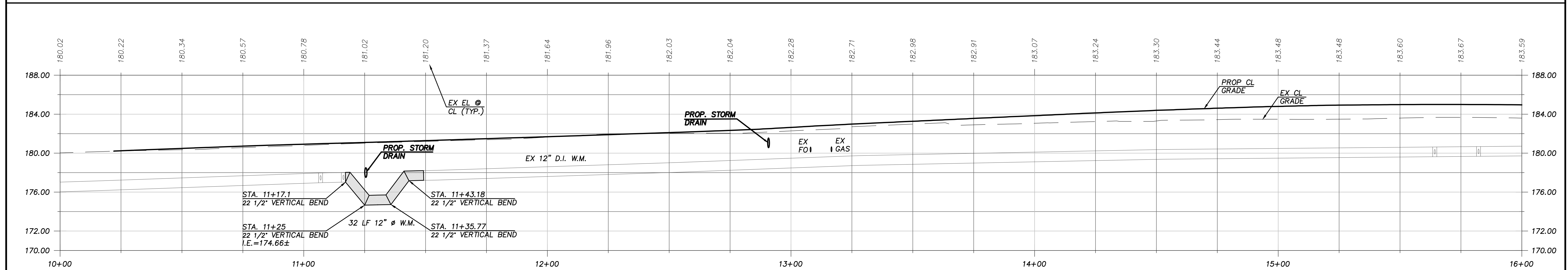
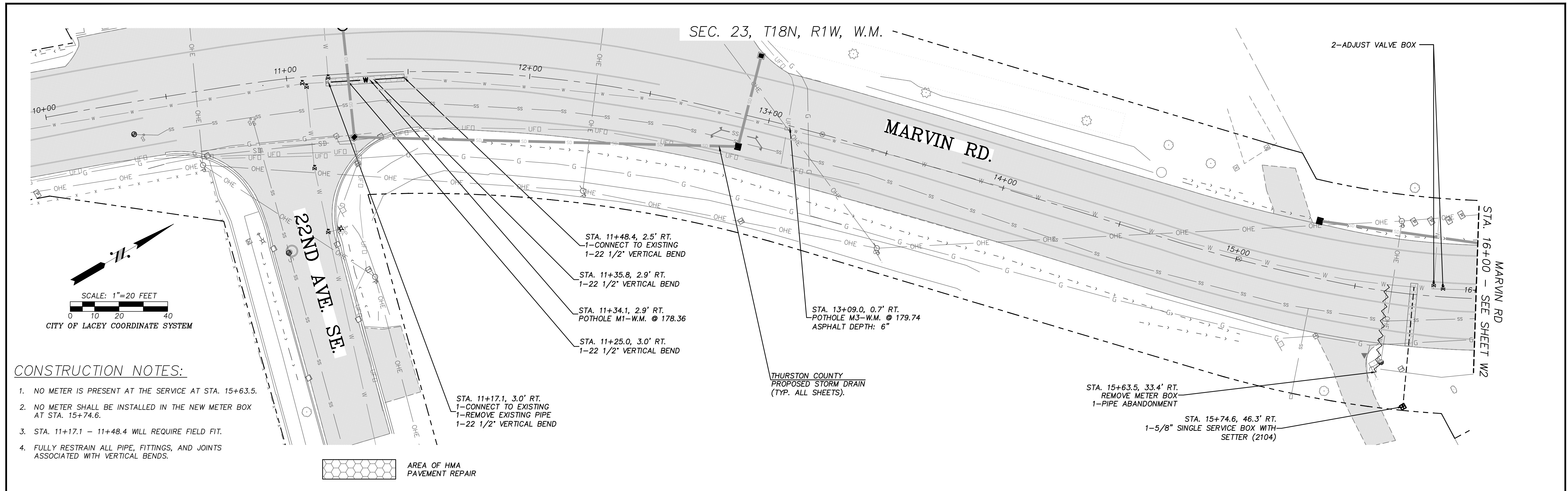
CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600



DESIGNED: RKJ
DRAFTED: RKJ
CHECKED: TEO
HORZ. SCALE: N/A
VERT. SCALE: N/A
FILE: COVER SHEET & NOTES

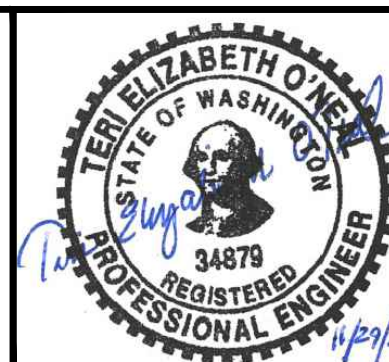
MARVIN ROAD UTILITY RELOCATION
2023
GENERAL NOTES

REVISION BLOCK			PAGE NO.	SHEET NO.
NO.	DATE	DESCRIPTION	G1	2
			DWG NO.	OF
			D-23-28	15



MARVIN RD WATER 10+00 - 16+00

CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600

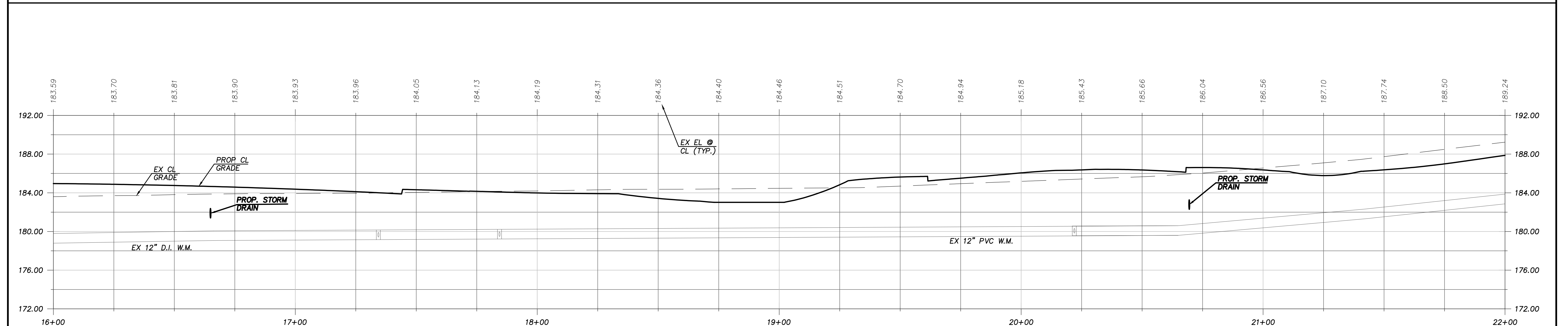
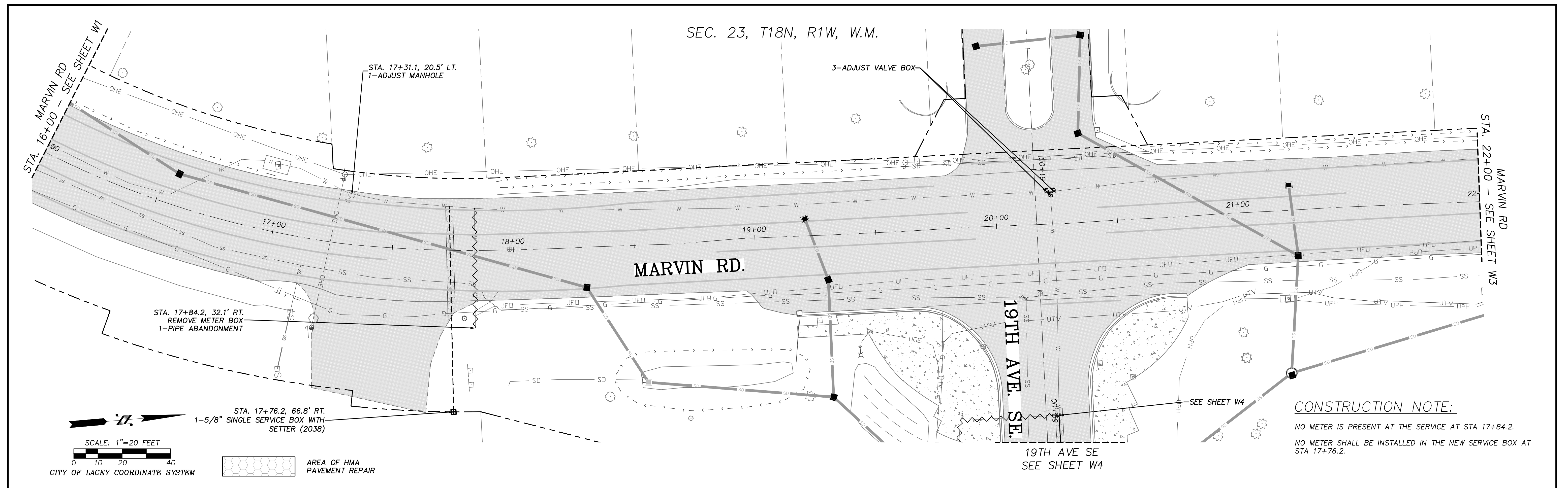


DESIGNED: RKJ
DRAFTED: RKJ
CHECKED: TEO
HORZ. SCALE: 1"=20'
VERT. SCALE: 1"=5'
FILE: MARVIN RD UTIL

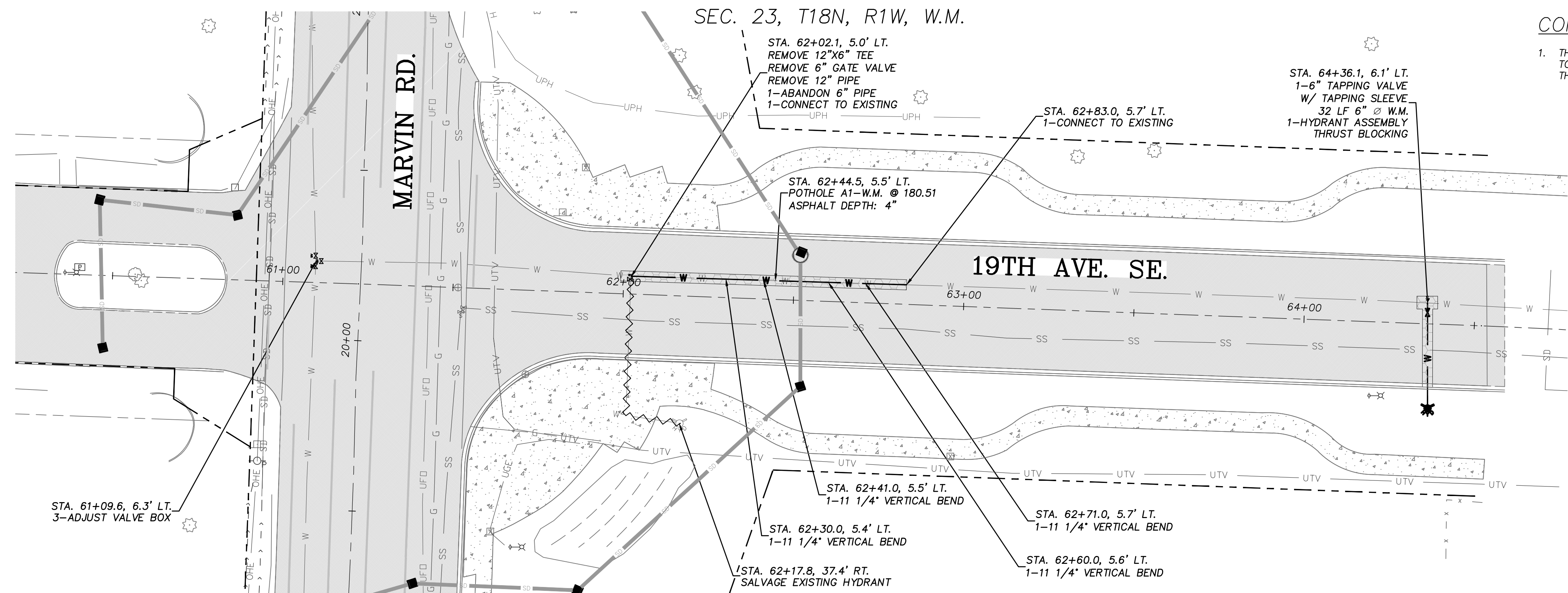
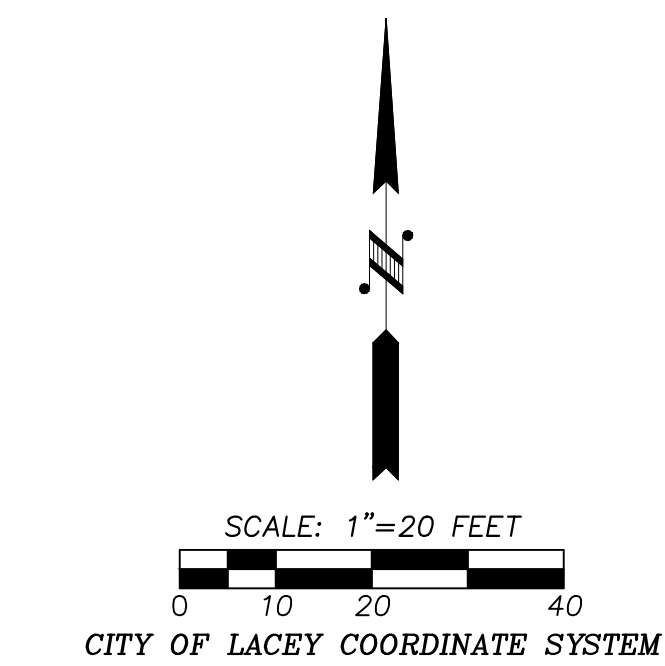
MARVIN ROAD UTILITY RELOCATION
2023 - WATER
MARVIN ROAD STA. 10+00 - 16+00

REVISION BLOCK		
NO.	DATE	DESCRIPTION

PAGE NO.	SHEET NO.
W1	3
DWG NO.	OF
D-23-26	15

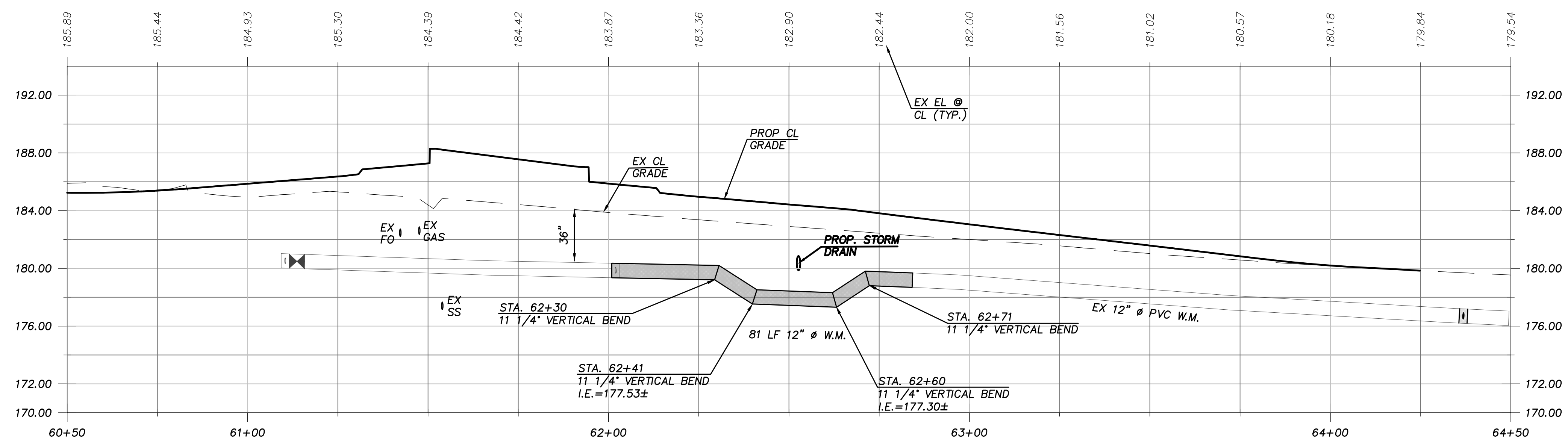


MARVIN RD WATER 16+00 - 22+00



CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE CITY PRIOR TO ANY SHUTDOWN. NO SHUTDOWN SHALL BE ALLOWED FOR THE WORK ON THIS SHEET BETWEEN JUNE AND AUGUST.



19TH 60+50 - 64+50

CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600

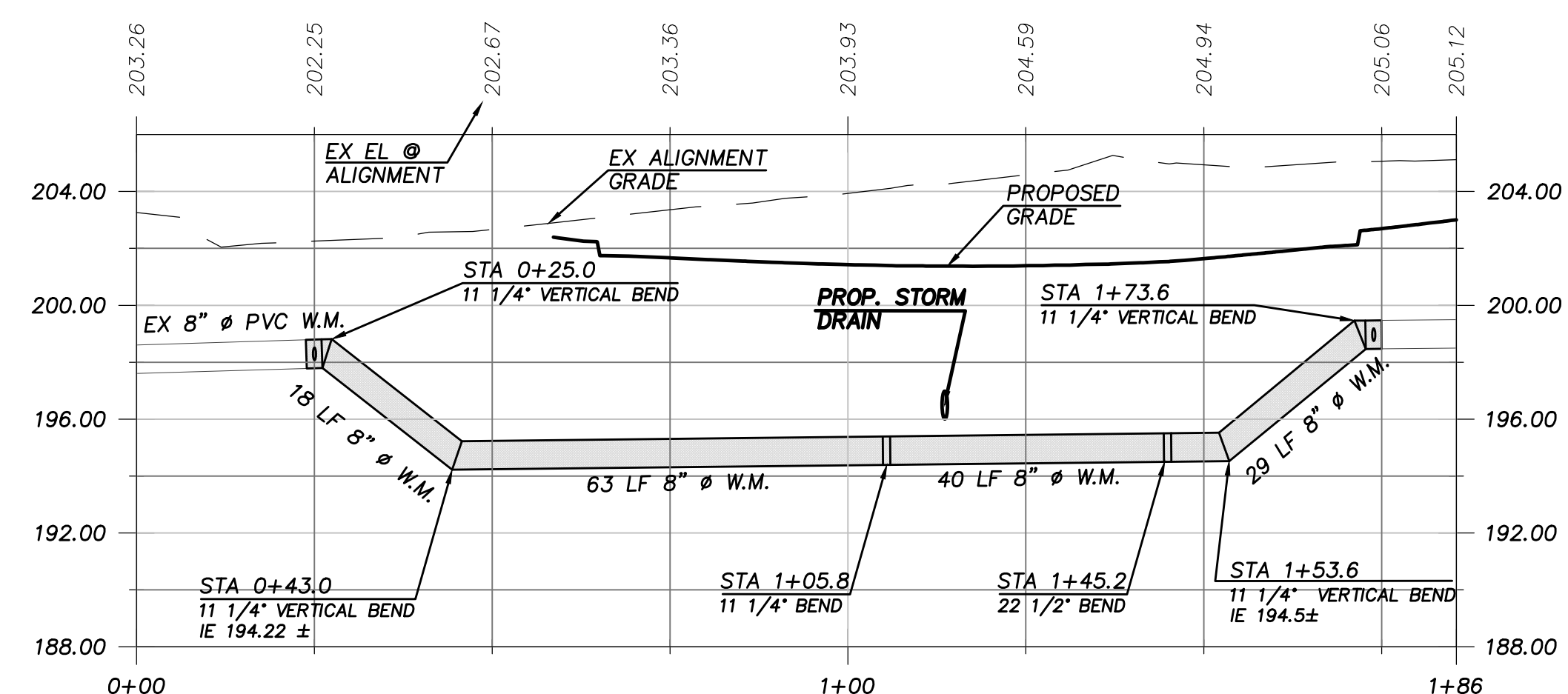
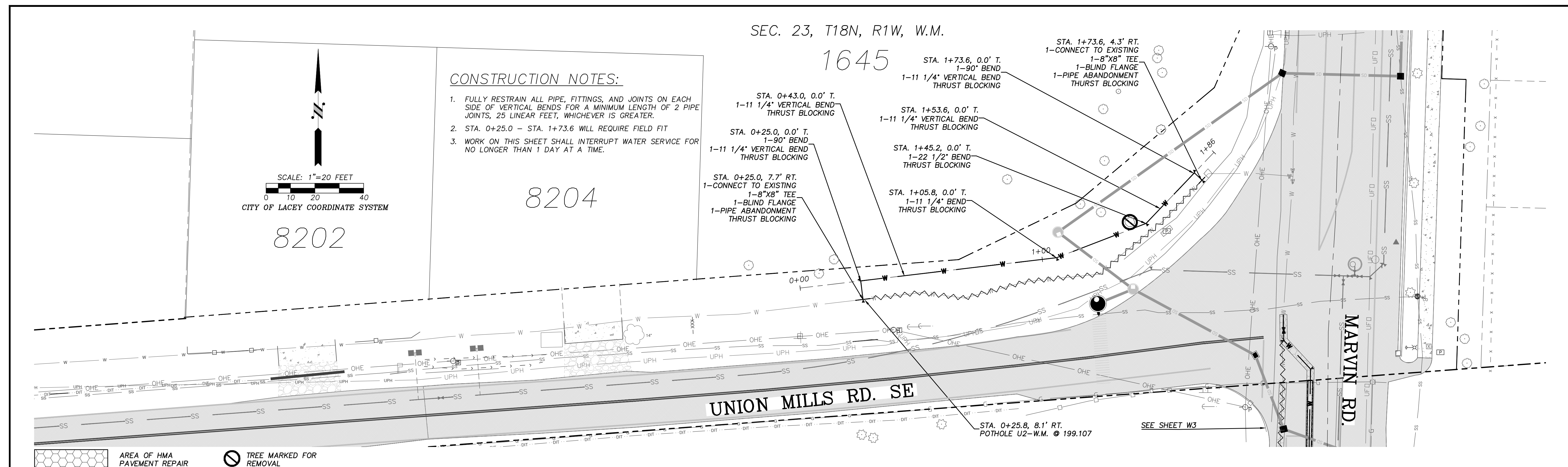


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DRAFTED: RKJ
CHECKED: TEO
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VERT. SCALE: 1"=5'
FILE: MARVIN RD UTL

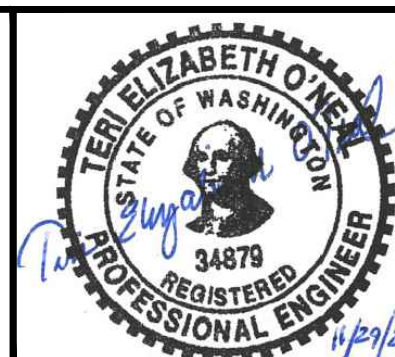
MARVIN ROAD UTILITY RELOCATION
2023 - WATER
19TH AVE STA. 60+00 - 64+50

REVISION BLOCK		
NO.	DATE	DESCRIPTION

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DWG NO.	OF
D-23-26	15



CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600

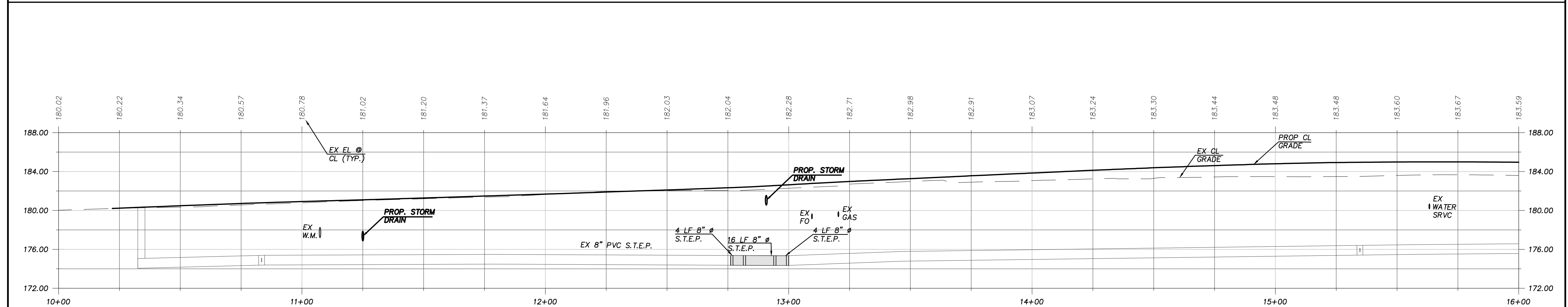
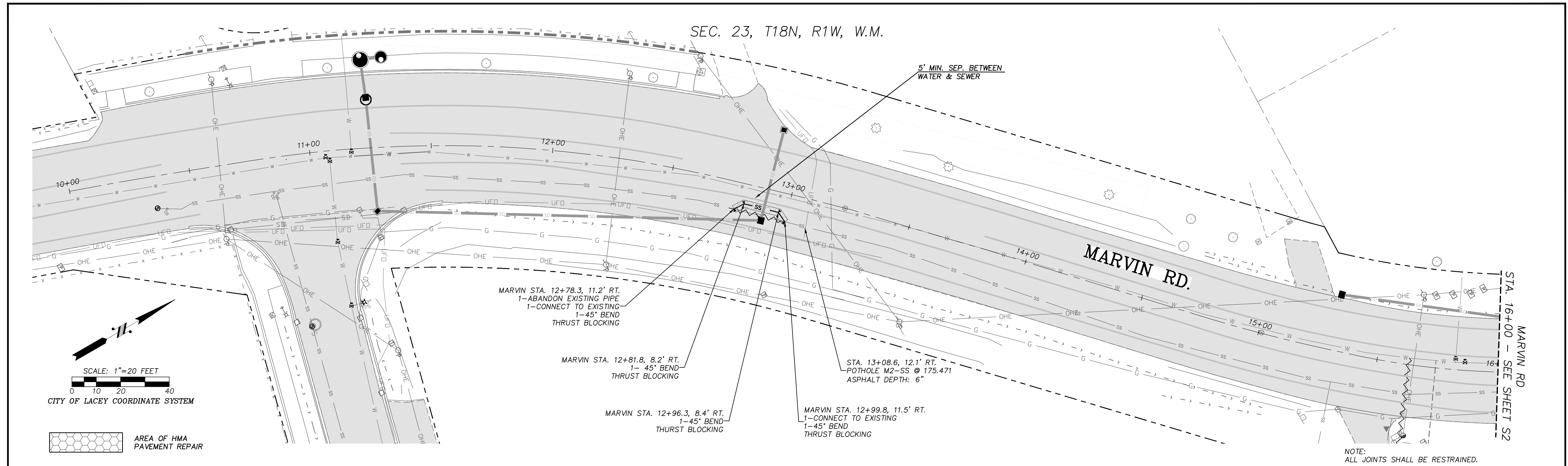


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FILE: MARVIN RD UTL

MARVIN ROAD UTILITY RELOCATION
UNION MILLS WATER ALIGNMENT
STA. 0+00 - 2+40

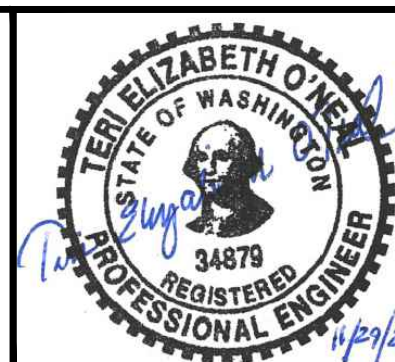
REVISION BLOCK		
NO.	DATE	DESCRIPTION

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MARVIN RD SEWER 10+00 - 16+00

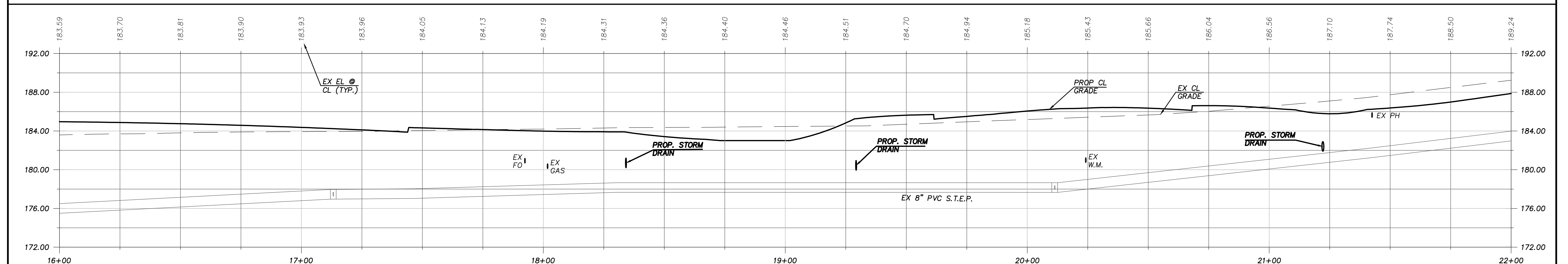
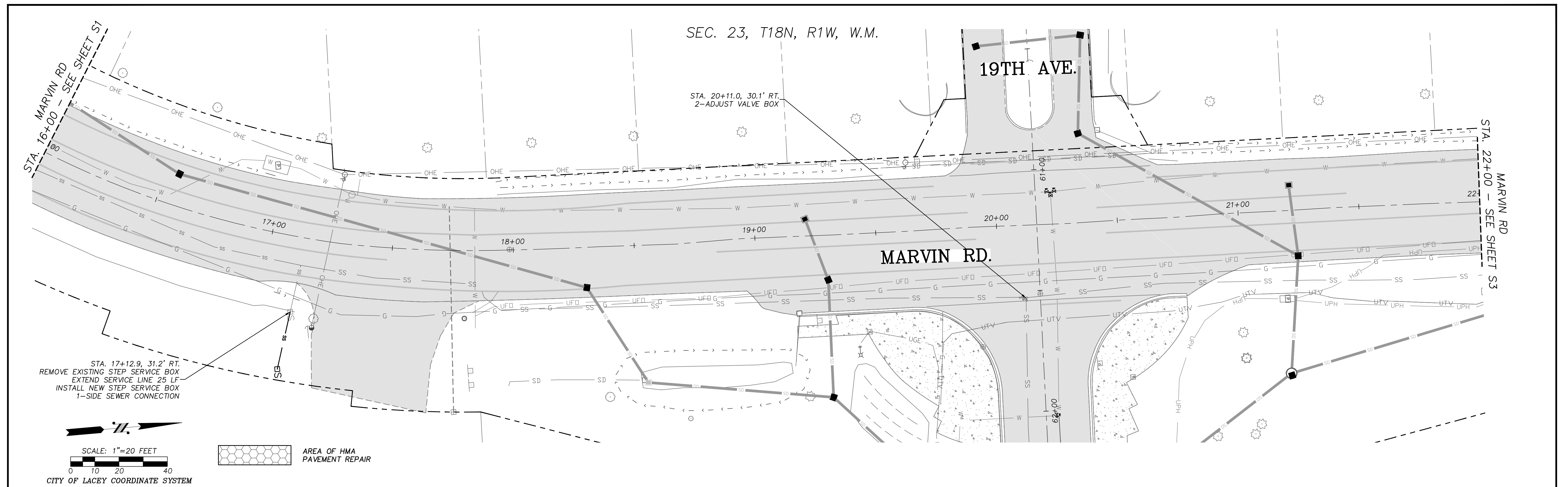
CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600



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FILE: MARVIN RD UTL

MARVIN ROAD UTILITY RELOCATION
2023 - SEWER
MARVIN ROAD STA. 10+00-16+00

REVISION BLOCK			PAGE NO.	SHEET NO.
NO.	DATE	DESCRIPTION	S1	8
			DWG NO.	OF
			D-23-26	15



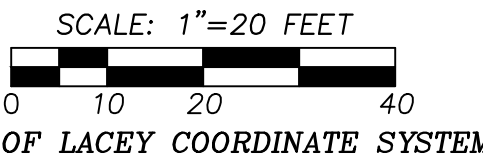
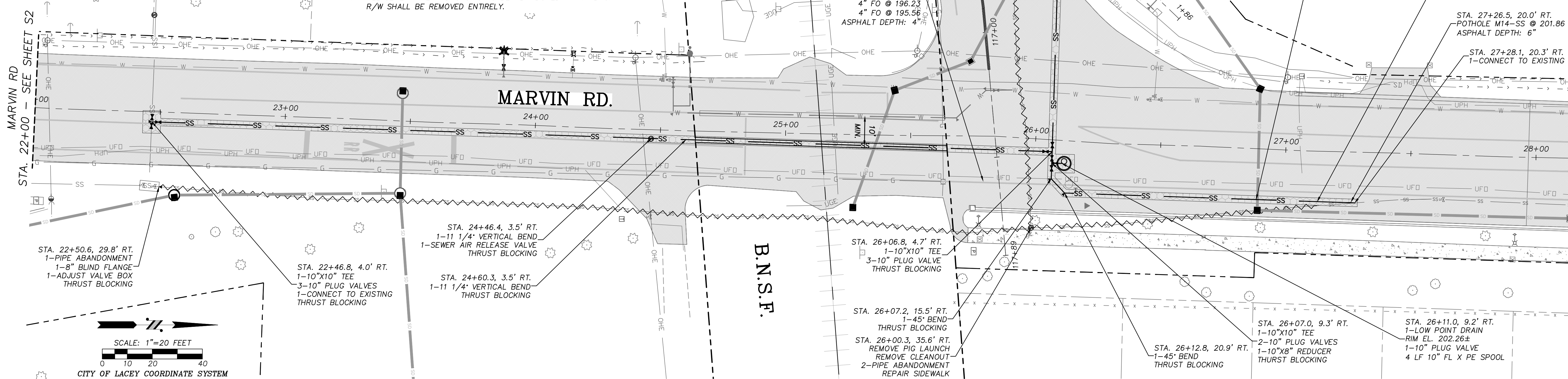
MARVIN RD SEWER 16+00 - 22+00

CONSTRUCTION NOTES:

1. CONTRACTOR TO VERIFY LOCATION AND DEPTH OF EXISTING UTILITIES @ CROSSINGS AND CONNECTIONS. NOTIFY THE ENGINEER IN THE EVENT OF A CONFLICT W/ THE PROP. S.T.E.P. MAIN.
2. STA. 22+46.8 - 27+28.1 WILL REQUIRE FIELD FIT
3. FULLY RESTRAIN ALL PIPE, FITTINGS, AND JOINTS ON EACH SIDE OF VERTICAL BENDS FOR A MINIMUM LENGTH OF 2 PIPE JOINTS, 25 LINEAR FEET, WHICHEVER IS GREATER.
4. ALL SEWER PIPE AND CASING TO BE ABANDONED WITHIN BNSF R/W SHALL BE REMOVED ENTIRELY.

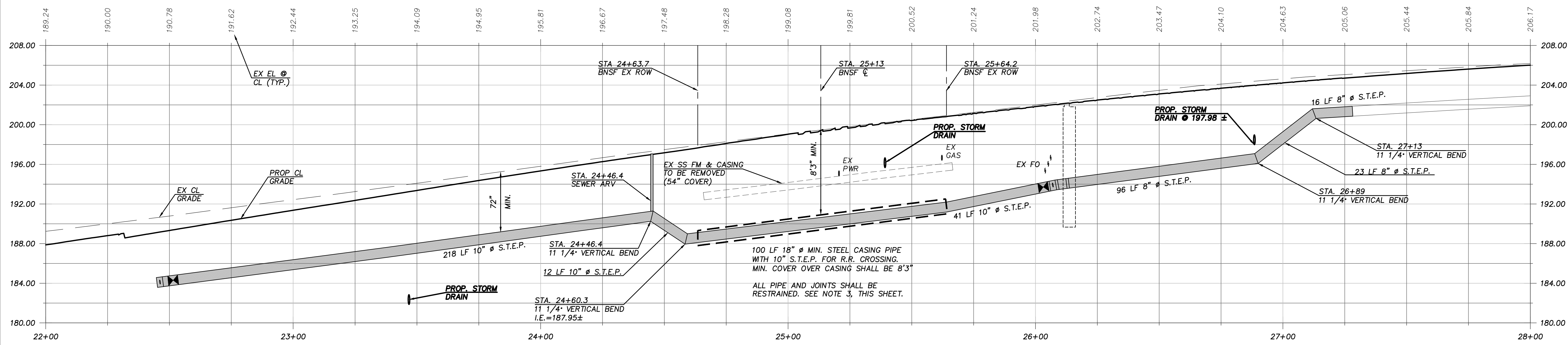
SEC. 23, T18N, R1W, W.M.

UNION MILLS - SEE SHEET S4



NOTE:
THE RAILROAD TRACKS SHALL BE DECOMMISSIONED AND REMOVED PRIOR TO ANY UTILITY WORK.

AREA OF HMA
PAVEMENT REPAIR



MARVIN RD SEWER 22+00 - 28+00

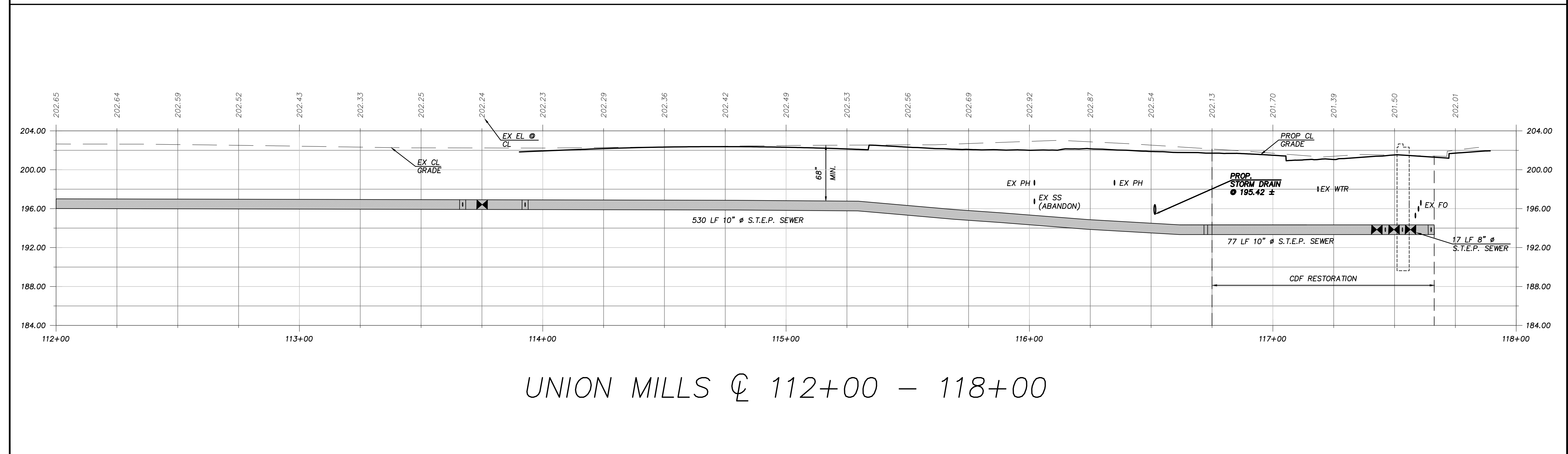
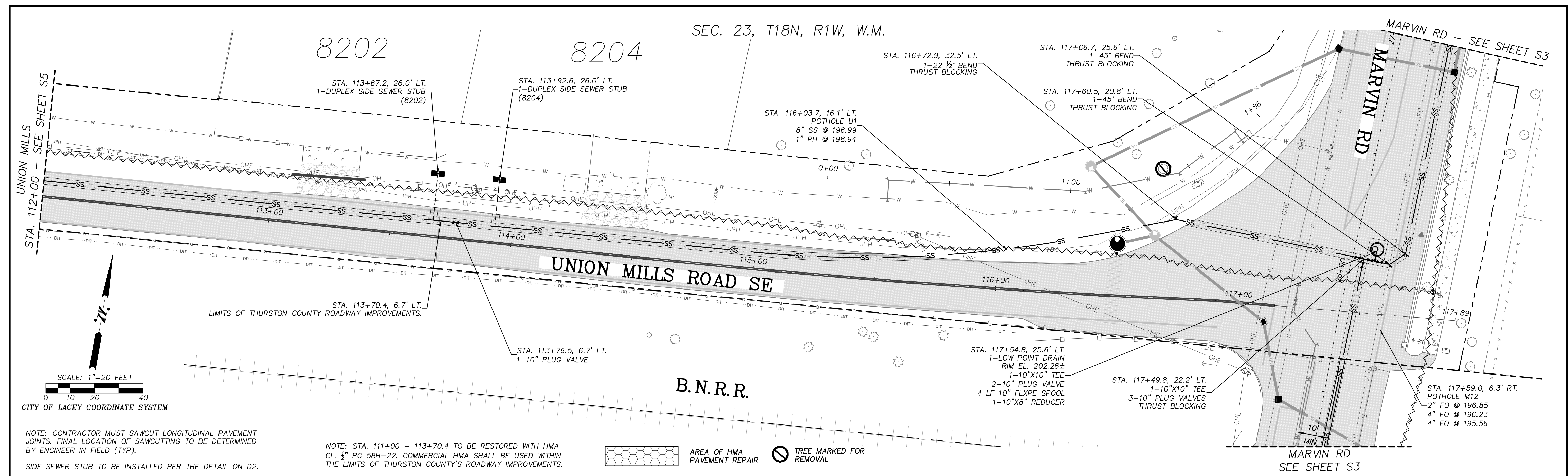
CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600



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VERT. SCALE: 1"=5'
FILE: MARVIN RD UTL

MARVIN ROAD UTILITY RELOCATION
2023 - SEWER
MARVIN ROAD STA. 22+00 - 28+00

REVISION BLOCK			PAGE NO.	SHEET NO.
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SEC. 23, T18N, R1W, W.M.

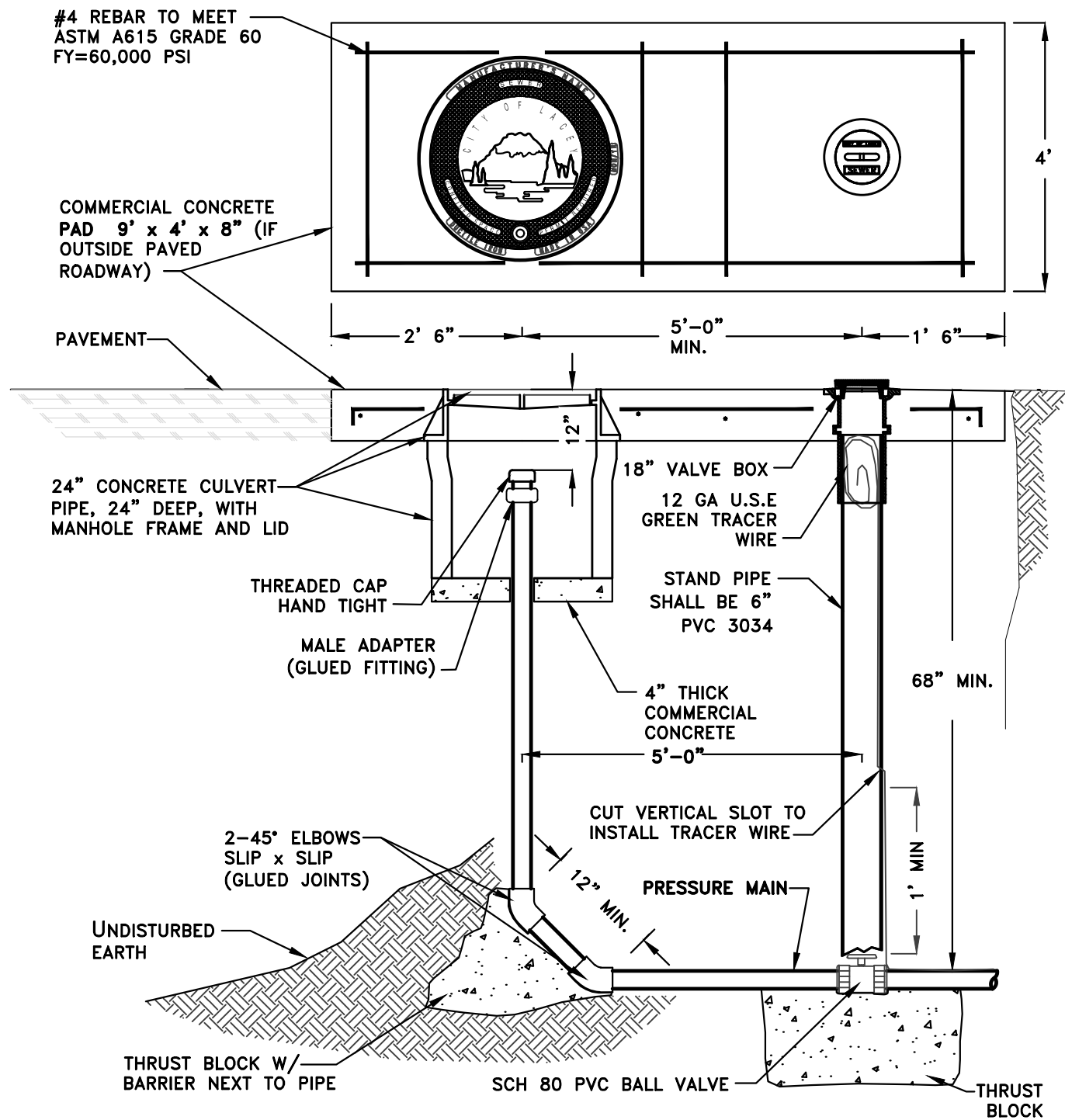
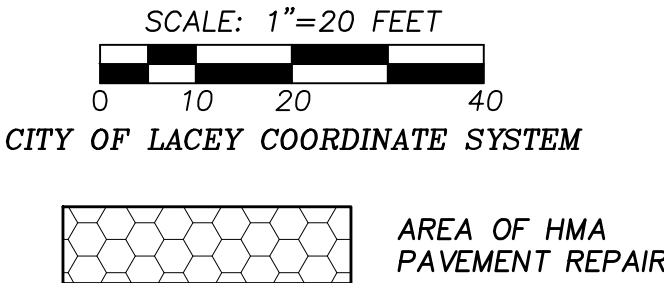
8140

STA. 111+45.3, 6.4' LT.
1-10"x4" TEE
16 LF 4" S.T.E.P SEWER
1-4" PLUG VALVE
2-10" PLUG VALVES
1-CONNECT TO EXISTING
THRUST BLOCKING

STA. 111+44.9, 18.3' LT.
1-PIPE ABANDONMENT
REMOVE;
1-4"x4" TEE
2-4" PLUG VALVES
1-4" PIG PORT

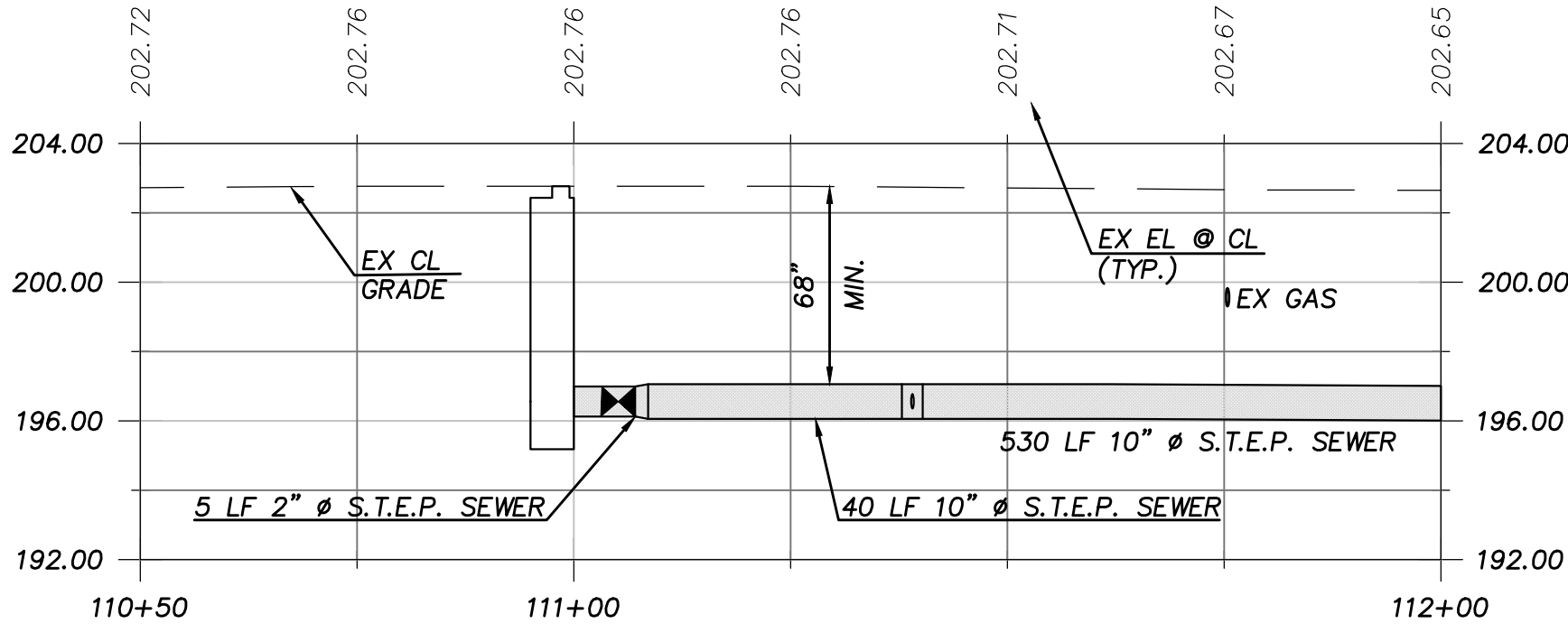
STA. 111+00.0, 6.5' LT.
1-10"x2" REDUCER
1-2" BALL VALVE
1-2" PIG LAUNCH PORT
RIM EL. - 202.59±

UNION MILLS ROAD SE



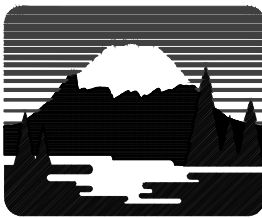
GENERAL NOTES:
1. SCH 80 PVC BALL VALVES SHALL NOT HAVE EXTENSIONS ADDED.
2. FOR VALVE BOX AND VALVE STEM RISER REQUIREMENTS SEE DETAIL.
3. THE MANHOLE FRAME AND COVER SHALL BE THE CITY OF LACEY "LOGO" LID. SEE DETAIL.
4. HDPE MAINS SHALL USE BUTT OR SOCKET FUSED FITTINGS AND ADAPTERS.
5. TO TRANSITION FROM HDPE TO THREAD OR PVC A 316 STAINLESS STEEL "POLY CAM" CONNECTOR SHALL BE USED.
6. IN A CUL-DE-SAC SCENARIO THE LAUNCH PORT SHALL END AT THE MIDDLE OF THE SAC.

2" PIG LAUNCH DETAIL
N.T.S.



UNION MILLS @ 110+50 - 112+00

CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600



LACEY

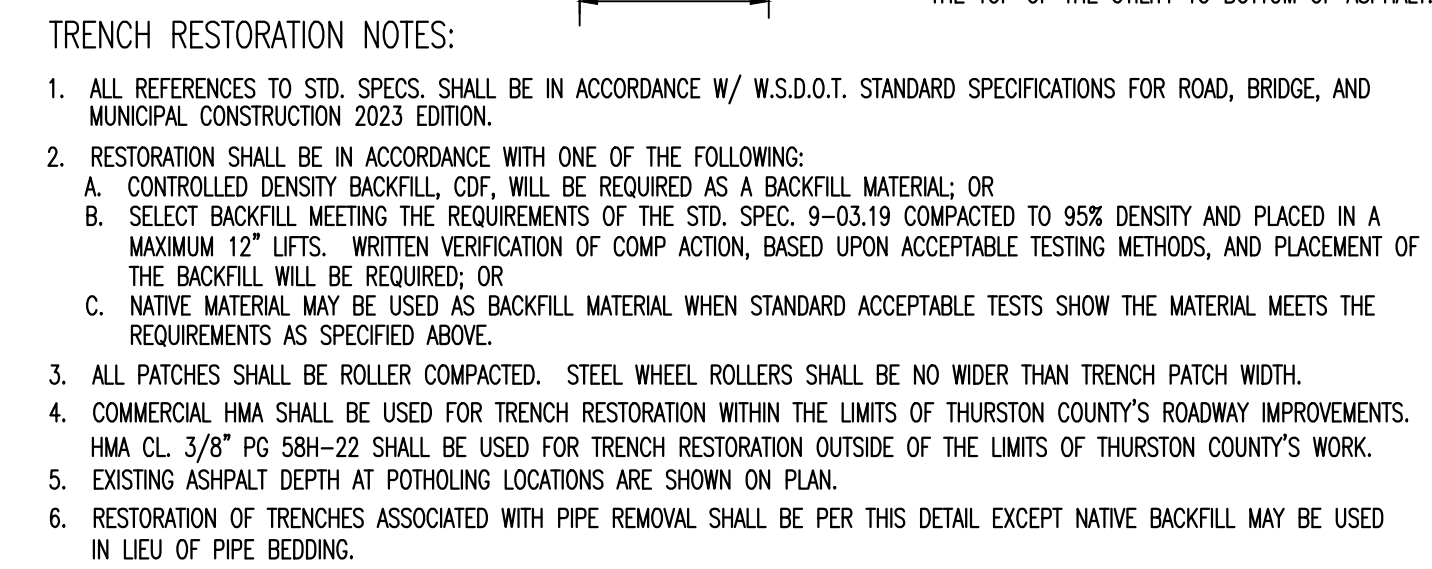


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CHECKED: TEO
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VERT. SCALE: 1"=5'
FILE: MARVIN RD UTL

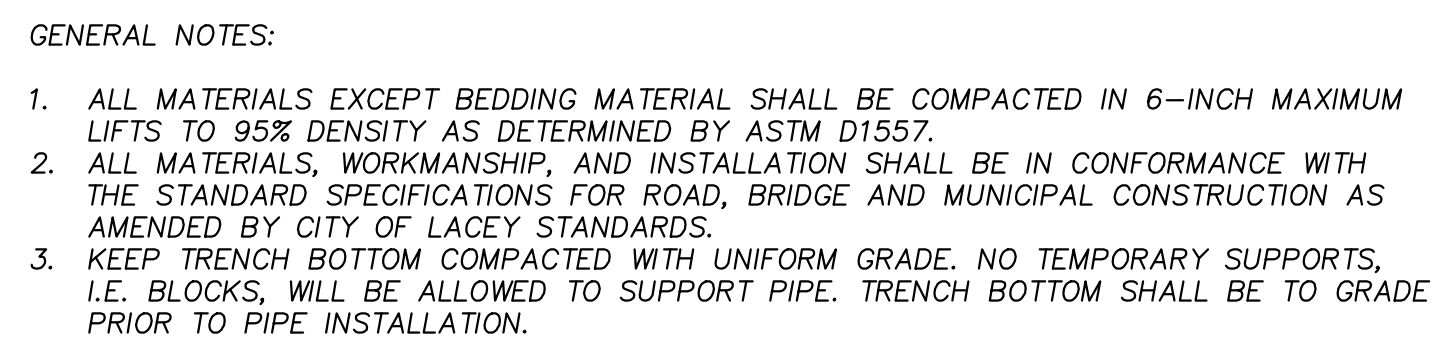
MARVIN ROAD UTILITY RELOCATION
2023 - SEWER
UNION MILLS STA. 106+00-112+00

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NO.	DATE	DESCRIPTION

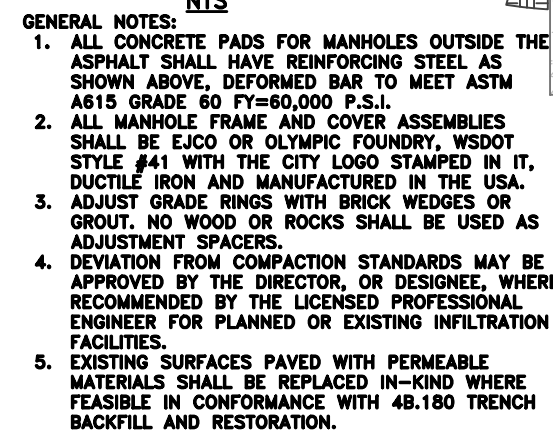
PAGE NO.	SHEET NO.
S5	12
DWG NO.	OF
D-23-26	15



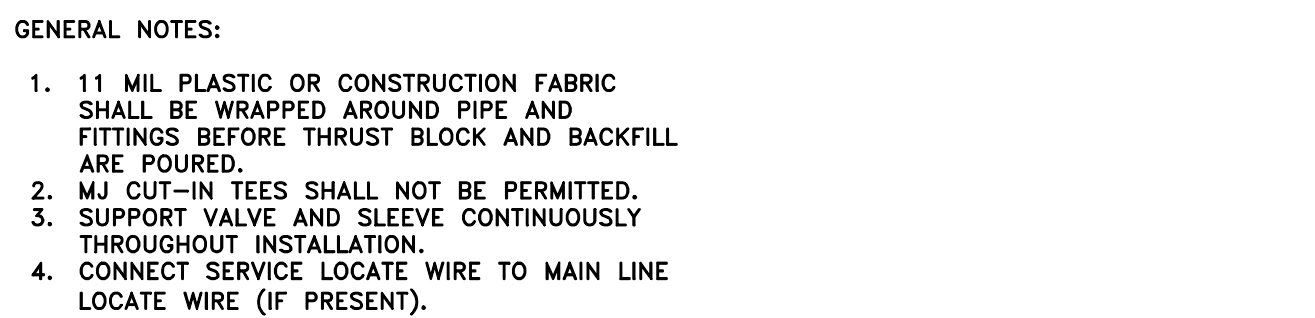
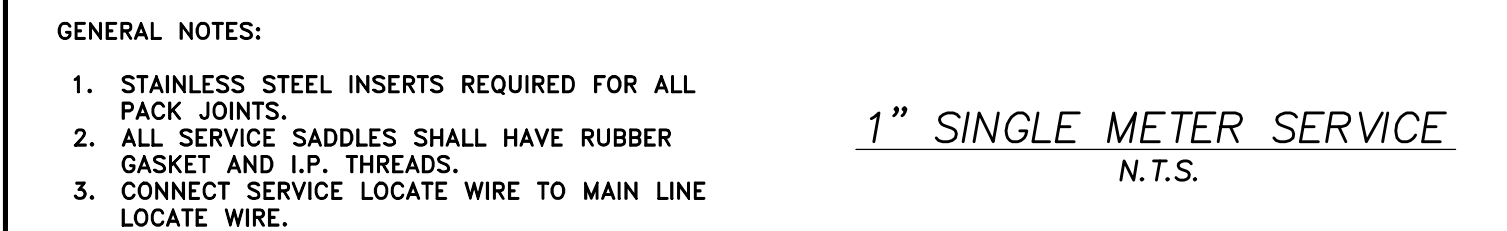
TRENCH RESTORATION – COUNTY
N.T.S.



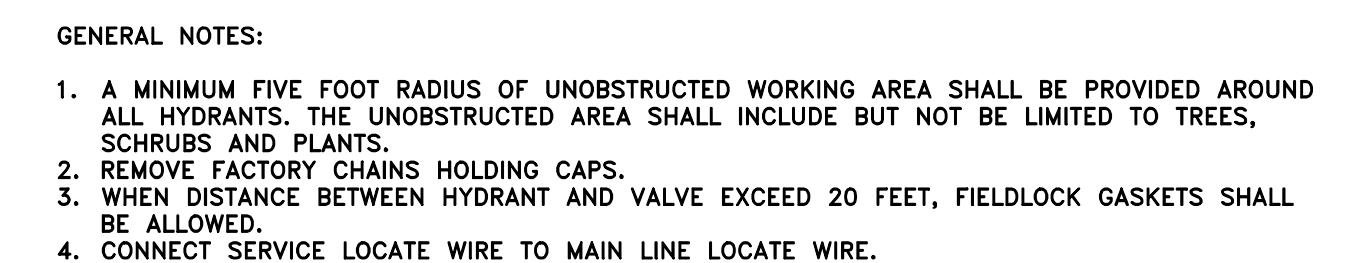
LANDSCAPING TRENCH REPAIR DETAIL
N.T.S.



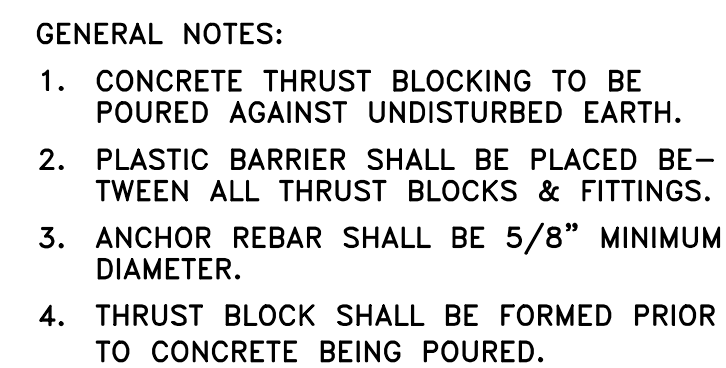
WATER MANHOLE LOGO COVER & FRAME INSTALLATION
N.T.S.



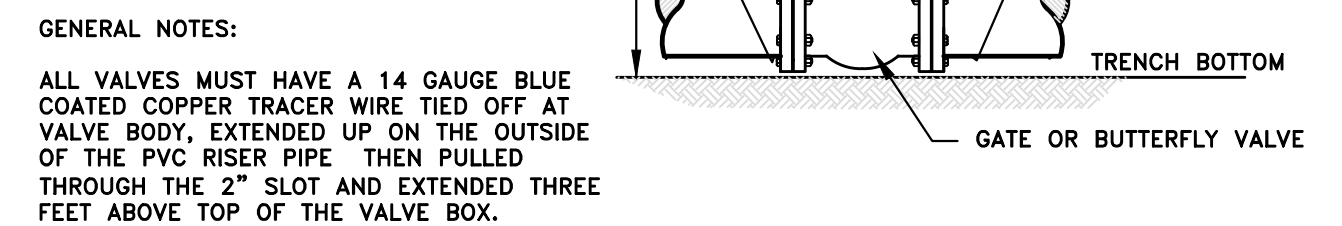
CONNECTION TO EXISTING MAIN
N.T.S.



HYDRANT DETAIL
N.T.S.



STANDARD BLOCKING DETAIL
N.T.S.



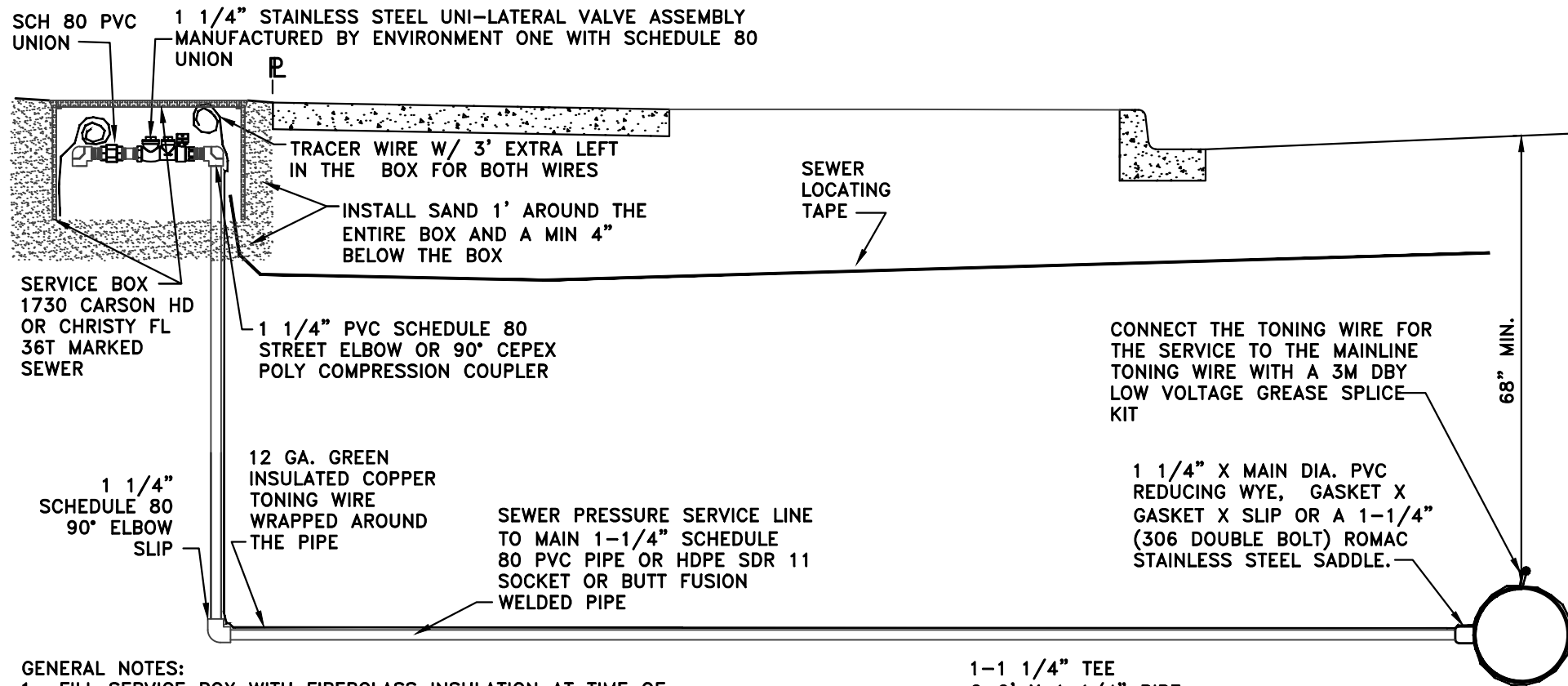
VALVE STEM EXTENSION LEGEND

- ① VALVE OPERATING NUT OR 1 7/8" X 1 7/8" X 2" HIGH GRADE STEEL WELDED TO GUIDE PLATE.
- ② 3/16" THICK X 5 1/5" DIA STEEL GUIDE PLATE WELDED TO RISER SHAFT.
- ③ 2"x2"x 3/16" SQUARE STRUCTURAL STEEL TUBING TO FIT OPERATING NUT. LENGTH AS REQUIRED.

NOTE:
ALL WELDS TO SHAFT SHALL BE FILLET WELD ALL
AROUND, AS SPECIFIED ABOVE

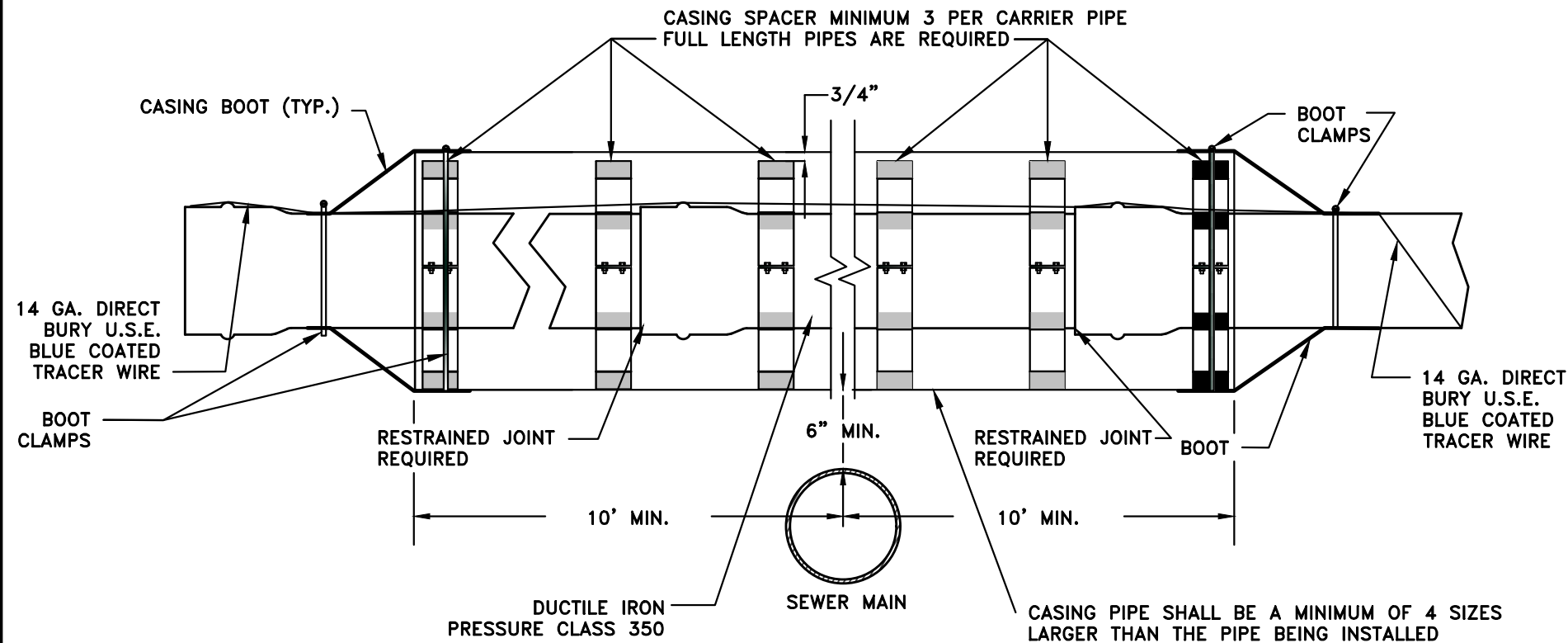
STANDARD VALVE BOX
N.T.S.

REVISION BLOCK			PAGE NO.	SHEET NO.
NO.	DATE	DESCRIPTION	D1	13
			DWG NO.	OF
			D-23-26	15



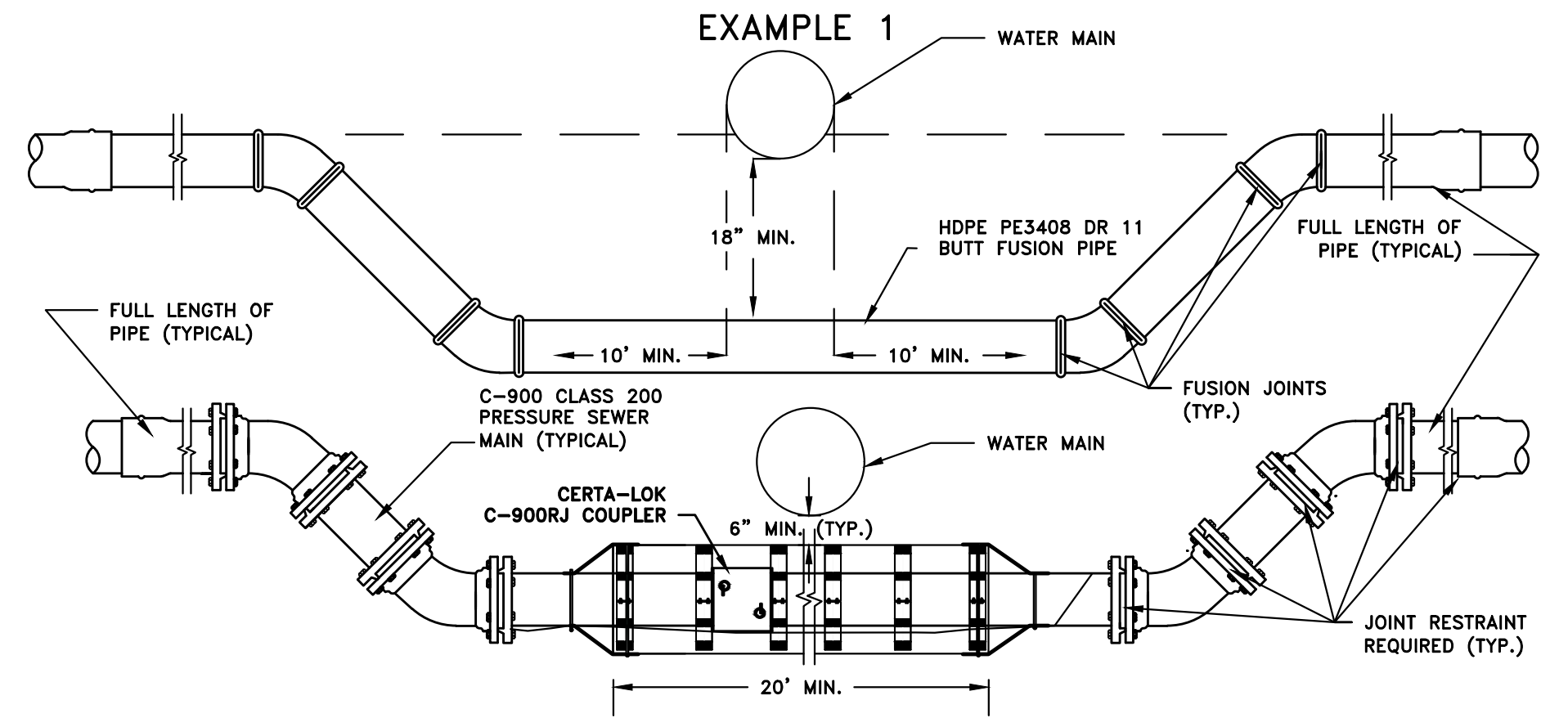
- GENERAL NOTES:
1. FILL SERVICE BOX WITH FIBERGLASS INSULATION AT TIME OF ON-SITE CONNECTION TO THE STUB.
 2. AFTER THE HYDRO-STATIC TEST HAS BEEN APPROVED BY THE CITY INSPECTOR THE CHECK VALVE SHALL BE INSTALLED.
 3. FOR HDPE REQUIREMENTS SEE CHAPTER 7D.
 4. FUTURE LOT CONNECTIONS SHALL BE MADE AT THE 90° ELBOW WITH THE TRACER WIRE INCLUDED IN THE INSTALLATION.
 5. ALL SERVICE BOXES SHALL BE INSTALLED IN NON-TRAFFIC AREAS. EARTH BURY LOCATIONS SHALL USE SOLID HDPE GREEN LIDS. IN UNUSUAL CONDITIONS WHEN SERVICE BOXES ARE ALLOWED TO BE INSTALLED IN TRAFFIC AREAS, DUCTILE IRON LIDS SHALL BE REQUIRED WITH CONCRETE BOX 17" x 30".
 6. THE VALVE CHECK ASSEMBLY SHALL BE 1 1/4" STAINLESS STEEL UNI-LATERAL MANUFACTURED BY ENVIRONMENT ONE ONLY. NO SUBSTITUTIONS WILL BE ALLOWED.
 7. TO TRANSITION FROM HDPE TO PVC A 316 STAINLESS STEEL "POLY CAM" CONNECTOR SHALL BE USED.

SINGLE & DUPLEX S.T.E.P. SEWER SERVICE CONNECTION
N.T.S.



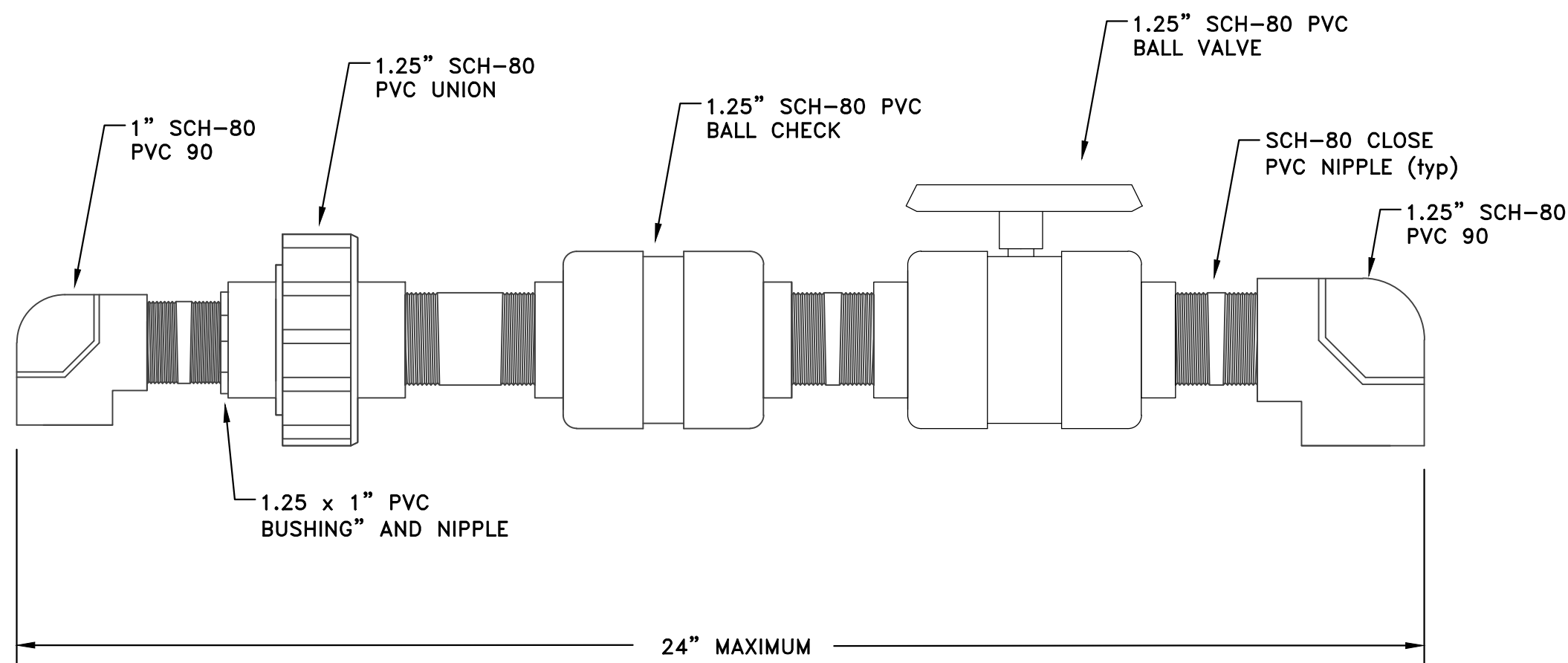
- GENERAL NOTES:
1. THE PIPE LENGTHS SHALL BE 20' WITH A MINIMUM OF 3 CASING SPACERS PER PIPE.
 2. THERE SHALL BE NO MORE THAN 1" OF CLEARANCE BETWEEN THE TOP OF THE SPACER TO THE TOP OF THE CASING.
 3. ALL JOINTS FOR THE PIPE BEING INSTALLED SHALL BE RESTRAINED.
 4. MOST CASING SPACERS ARE MANUFACTURED WHEN ORDERED; THEREFORE, CONTRACTOR SHALL OBTAIN PERTINENT INFORMATION AS EARLY AS POSSIBLE TO AVOID PROJECT DELAY.

WATER PIPE ENCASEMENT REQUIREMENTS
N.T.S.



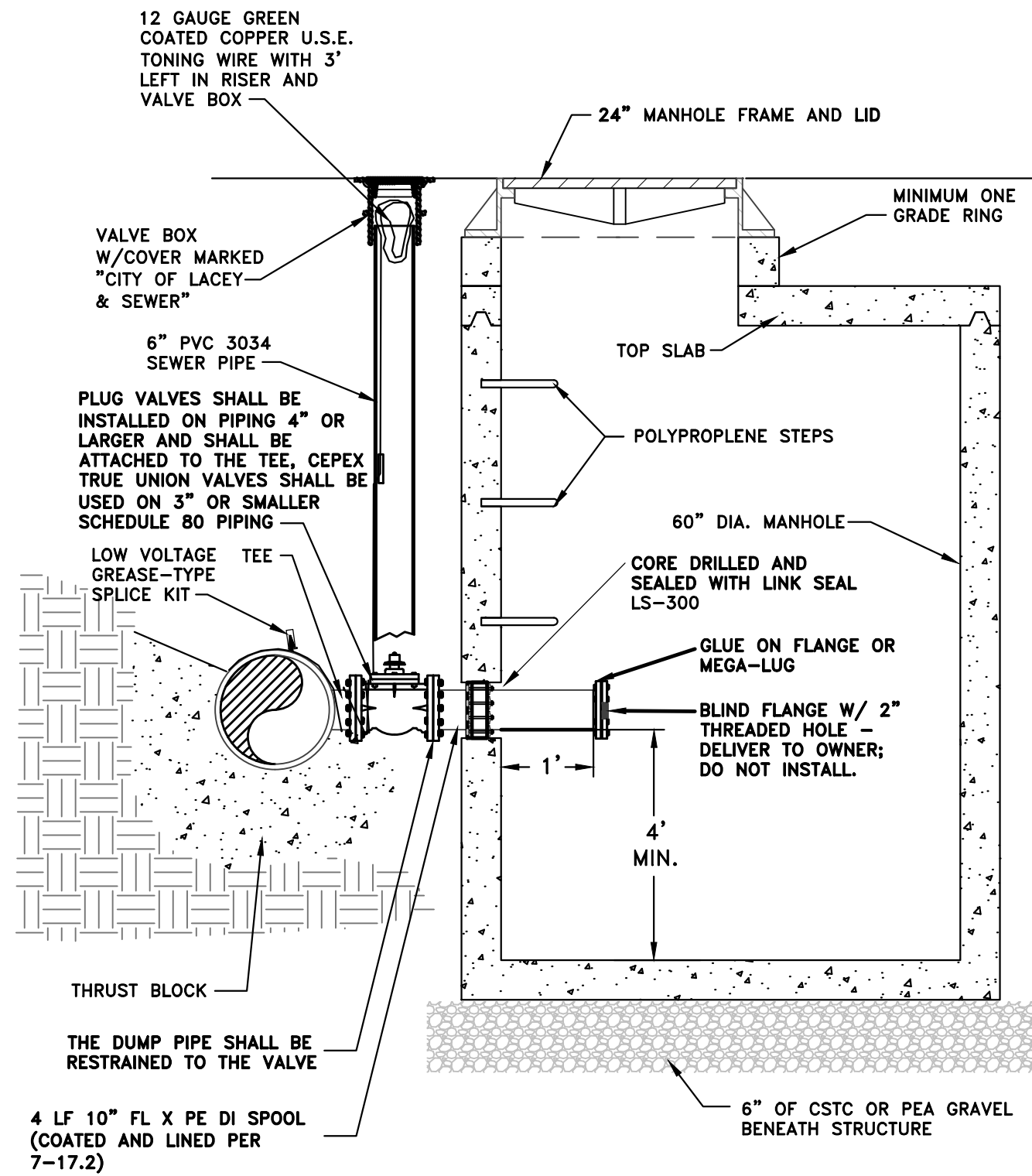
- GENERAL NOTES:
1. THE PIPING FOR THE DEFLECTED PRESSURE SEWER MAIN SHALL BE HDPE SDR 11 OR CERTAIN-TEED CERTA-LOK RJ C-900 CLASS 200.
 2. FOR CASING REQUIREMENTS SEE DETAIL.
 3. A FULL LENGTH OF PIPE SHALL BE INSTALLED AT BOTH BEGINNING AND END OF THE DEFLECTED RUNS UNLESS HDPE SDR 11 PIPE IS USED.
 4. THE FIRST BELL END JOINT AFTER THE DEFLECTED RUNS SHALL BE RESTRAINED.
 5. WHEN THE PRESSURE SEWER MAIN IS REQUIRED TO BE INSTALLED UNDER THE WATER MAIN (DEFLECTED) AND DOES NOT MEET THE 18" SEPARATION A CASING SHALL BE INSTALLED USING EXAMPLE 2 OR DETAIL AS A GUIDE.
 6. AT NO TIME SHALL A PRESSURE SEWER MAIN BE INSTALLED ABOVE A WATER MAIN OR SERVICE LINE.
 7. USE EXAMPLE 1 WHEN THE DEFLECTION OF THE PRESSURE SEWER MAIN MEETS THE 18" MINIMUM SEPARATION.
 8. WHEN CHANGING THE SIZE OF THE PRESSURE SEWER PIPE DUE TO MATERIAL CHANGES THE PIPE TYPE AND SIZE SHALL BE APPROVED BY THE CITY. FOR HDPE PIPE SEE CHART (TYPICAL SIZES & DIMENSIONS FOR IPS PE3408 HDPE DR 11).

DEFLECTED PRESSURE SEWER MAIN INSTALLATION
N.T.S.



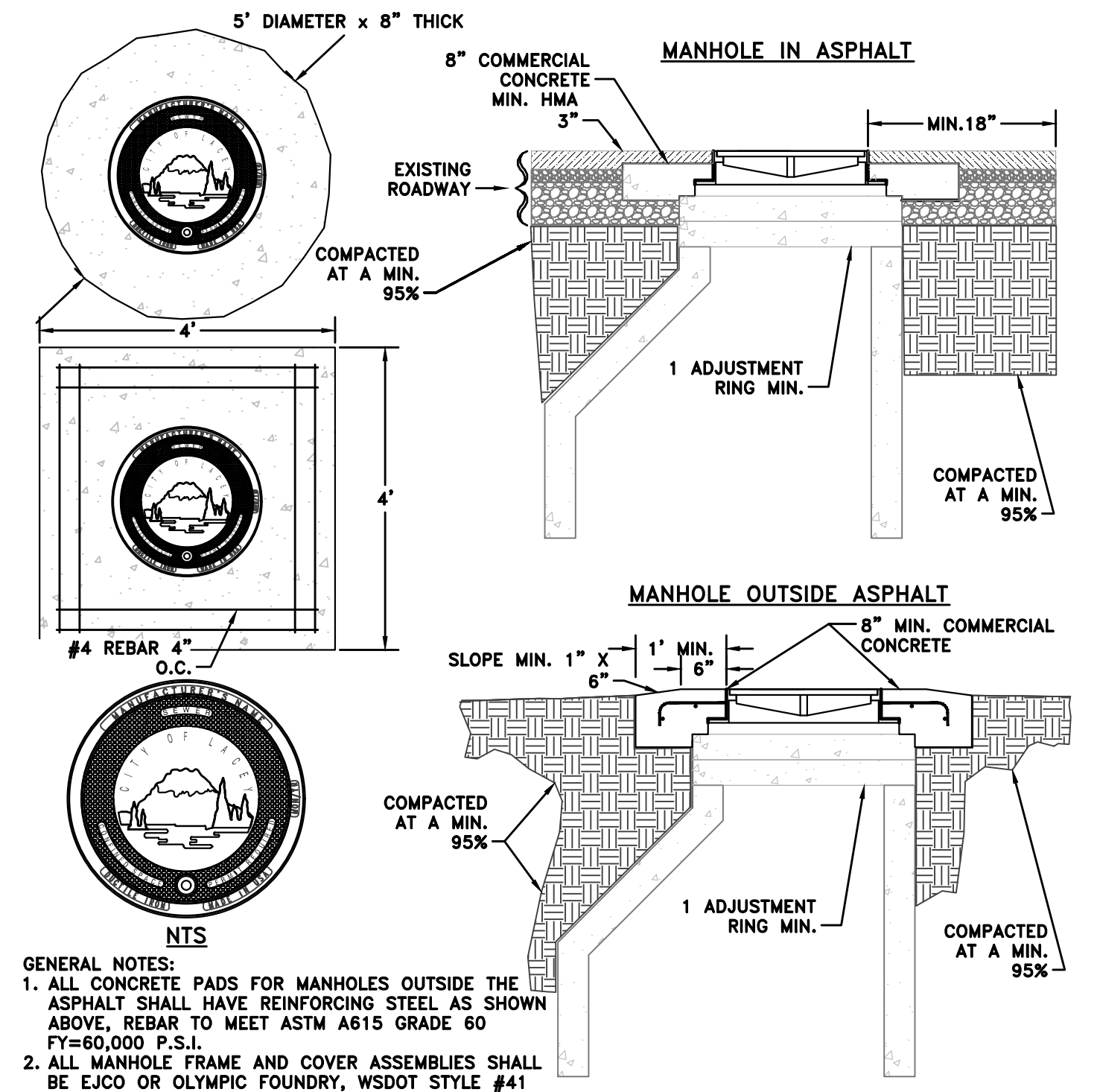
- GENERAL NOTES:
1. VALVE ASSEMBLY SHALL BE ALL SCHEDULE 80 PVC SPEARS, KBI, CEPEX OR APPROVED EQUAL.
 2. FUTURE LOT CONNECTIONS SHALL BE MADE AT THE 90° ELBOW WITH THE TRACER WIRE INCLUDED IN THE INSTALLATION.
 3. TO TRANSITION FROM HDPE TO PVC A 316 STAINLESS STEEL "POLY CAM" CONNECTOR SHALL BE USED.

SINGLE & DUPLEX S.T.E.P. SEWER SERVICE VALVE ASSEMBLY
N.T.S.



- GENERAL NOTES:
1. INSTALL A CONCRETE PAD WHEN LOW POINT DRAIN MANHOLE IS INSTALLED OUTSIDE OF PAVED AREA.
 2. THE MANHOLE LID SHALL BE THE CITY OF LACEY "LOGO" LID SEE DETAIL THIS SHEET.
 3. THE SIZE OF THE LOW POINT DRAIN SHALL BE APPROVED BY THE CITY.
 4. UP TO 3 VALVES MAY BE REQUIRED AT THE LOW POINT DRAIN.
 5. FOR VALVE BOX REQUIREMENTS SEE DETAIL ON D1.

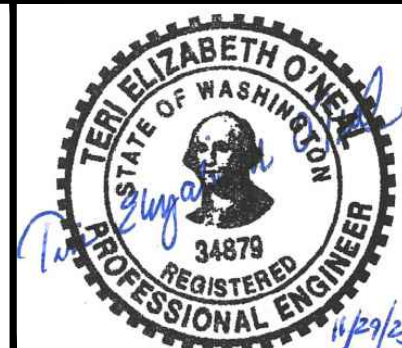
LOW POINT DRAIN
N.T.S.



- GENERAL NOTES:
1. ALL CONCRETE PADS FOR MANHOLES OUTSIDE THE ASPHALT SHALL HAVE REINFORCING STEEL AS SHOWN ABOVE, REBAR TO MEET ASTM A615 GRADE 60 FY=60,000 P.S.I.
 2. ALL MANHOLE FRAME AND COVER ASSEMBLIES SHALL BE EJCO OR OLYMPIC FOUNDRY, WSDOT STYLE #41 WITH THE CITY LOGO CAST IN IT, DUCTILE IRON AND MANUFACTURED IN THE USA. NO BOLT DOWN LIDS SHALL BE ALLOWED UNLESS REQUIRED BY THE CITY.
 3. ADJUST GRADE RINGS WITH BRICK WEDGES OR GROUT. NO WOOD OR ROCKS SHALL BE USED AS ADJUSTMENT SPACERS.
 4. THE FRAME AND COVER ASSEMBLIES SHALL BE A MATCHED SET AND SHALL BE NON-ROCKING, NO CLANKING OR NOISE WHEN DRIVEN OVER.
 5. DEVIATION FROM COMPACTION STANDARDS MAY BE APPROVED BY THE DIRECTOR, OR DESIGNER, WHERE RECOMMENDED BY THE LICENSED PROFESSIONAL ENGINEER FOR PLANNED OR EXISTING INFILTRATION FACILITIES.
 6. EXISTING SURFACES PAVED WITH PERMEABLE MATERIALS SHALL BE REPLACED IN-KIND WHERE FEASIBLE IN CONFORMANCE WITH 48.180 TRENCH BACKFILL AND RESTORATION.

SEWER MANHOLE COVER & FRAME
N.T.S.

CITY OF LACEY, WASHINGTON
DEPARTMENT OF PUBLIC WORKS
420 COLLEGE STREET SE
LACEY, WA 98503-1238 (360) 491-5600

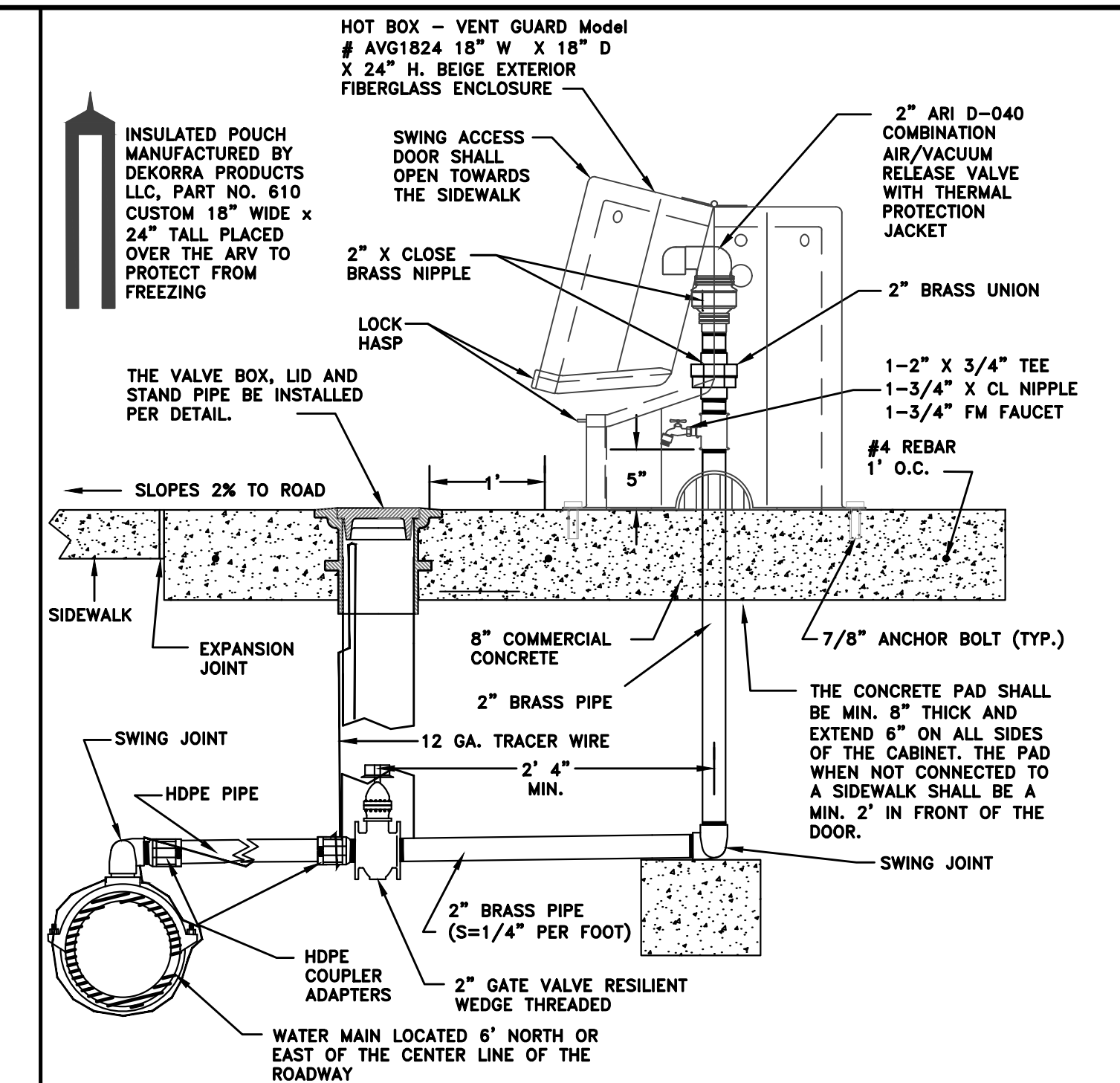
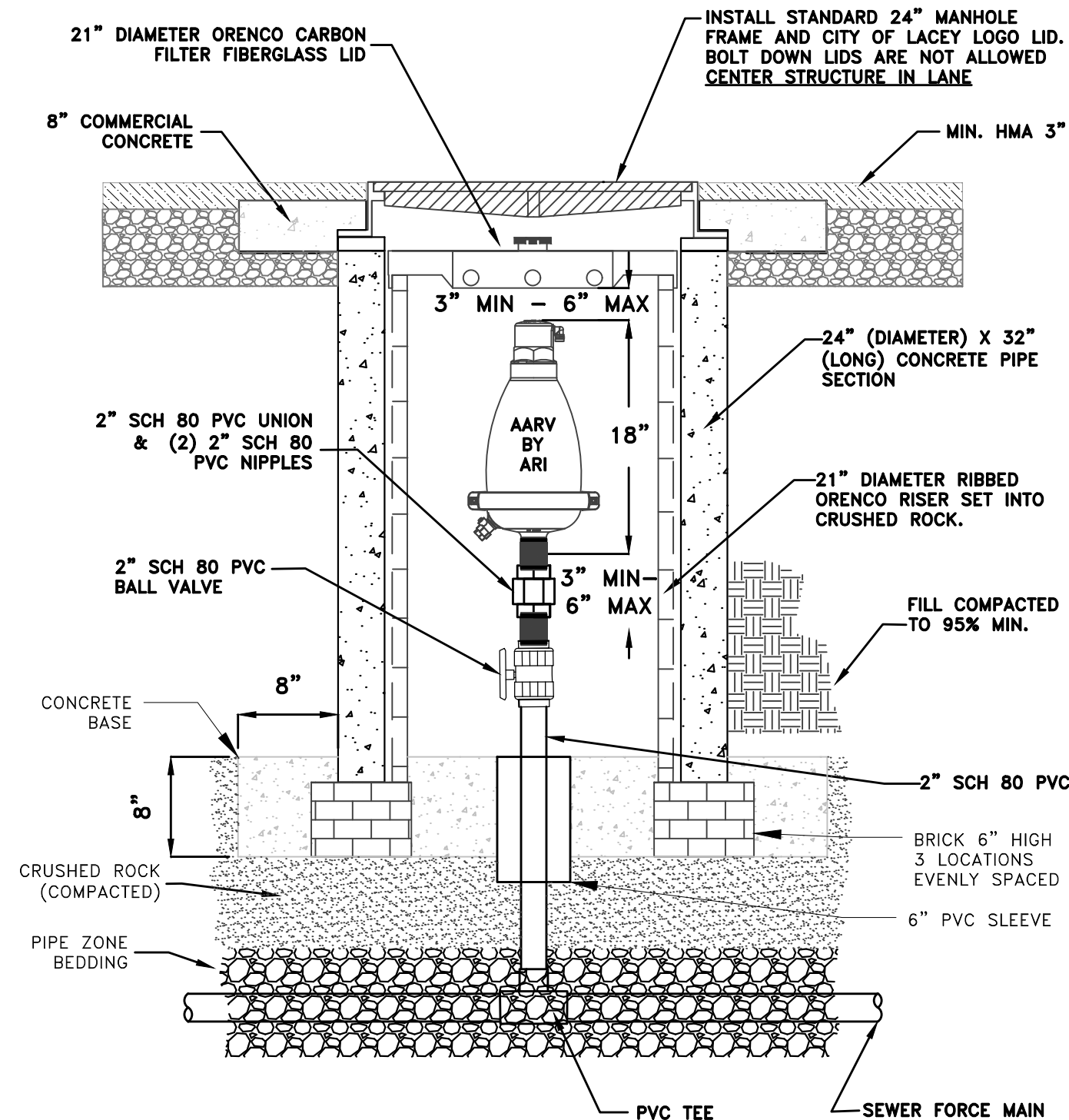


DESIGNED: RKJ
DRAFTED: RKJ
CHECKED: TEO
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FILE: DETAILS

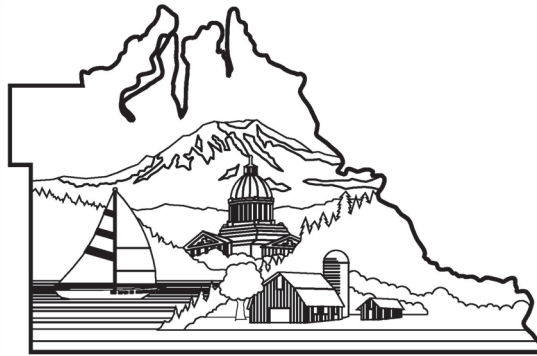
MARVIN RD UTILITY RELOCATION 2023 DETAIL SHEET 2

REVISION BLOCK		
NO.	DATE	DESCRIPTION

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D-23-26	15



REVISION BLOCK			PAGE NO.	SHEET NO.
NO.	DATE	DESCRIPTION	D3	15
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			D-23-26	15



THURSTON COUNTY
WASHINGTON

SINCE 1852

Public Works

Special Provisions

MARVIN RD UPGRADE PHASE 1
(22ND AVE TO UNION MILLS RD)

CP# 61478

90% DRAFT

APPROVED BY:

COUNTY ENGINEER

DATE

11/16/2023

**MARVIN RD UPGRADE PHASE 1 (22ND AVE TO UNION MILLS RD)
COUNTY PROJECT No. 61478**

Design Manager Certification

The Engineering Design Manager has reviewed and approved the plans and project specifications.

Brian Meier, P.E.
Design Engineering Manager
brian.meier@co.thurston.wa.us

Project Engineer's Certification

I hereby certify that the following specifications have been prepared by me or under my supervision and meets minimum standards of Thurston County and normal standards of engineering practice.

Ben Enfield, P.E.
Senior Civil Engineer
ben.enfield@co.thurston.wa.us

Specifications prepared by:

Bailee Kelty
Associate Civil Engineer
bailee.kelty@co.thurston.wa.us

90% DRAFT

**THURSTON COUNTY PUBLIC WORKS
CALL FOR SEALED BIDS**

1. **NOTICE TO BIDDERS.** Sealed bids will be received in The Atrium, Room 110, 3000 Pacific Avenue SE, Olympia, Washington, 98501, only until **TIME AM/ PM, DATE, 2023** for the following:

Marvin Rd Upgrade Phase 1 (22nd Ave to Union Mills Rd) CP# 61478

Major work items include: Roadway Demolition, Hot Mix Asphalt Paving, Cement Concrete Paving, Storm Sewer Improvements, Water Main Improvements, Sewer Main Improvements, Landscape Improvements, Traffic Control, and Illumination.

Cost estimate range: \$6,600,000 to \$8,100,000.

Such bids will be publicly opened and read at **TIME AM/PM, DATE, 2023** at The Atrium, Room 110, 3000 Pacific Avenue SE, Olympia, Washington, 98501.

2. **BIDDING DOCUMENTS.** Bidding documents containing maps, plans and specifications are those prepared by Thurston County Public Works. Plans, specifications, addenda and plan holders lists are available online through the Builders Exchange of Washington website at www.bxwa.com for inspection during the bidding period. Plans and specifications are also available for viewing at Thurston County Public Works Department, 9605 Tilley Road S., Suite C, Olympia, WA. (Note: Bidders are encouraged to "Register as a Bidder" on the BXWA website in order to receive automatic email notification of future addenda and to be placed on the "Bidders List." This service is provided free of charge to prime contractors, subcontractors, and vendors.)

3. **SUBCONTRACTOR LISTING RCW 39.30.060.** Each bidder must comply with RCW 39.30.060. Each bidder shall submit the names of the subcontractors performing heating, ventilation, air conditioning, electrical, plumbing, structural steel installation and rebar installation work with whom the bidder, if awarded the contract, will subcontract. The bidder shall not list more than one subcontractor for each category of work identified, except, when subcontractors vary with bid alternates, in which case the bidder must indicate which subcontractor will be used for which alternate. If no subcontractor is listed, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work. Thurston County requires this list to be included with the bid.

4. **BID DEPOSIT.** All bid proposals shall be accompanied by a bid proposal deposit in the form of a certified check, cashier's check or surety bond in an amount equal to five percent of the amount of such bid proposal.

5. **AWARD AND REJECTION OF BIDS.** The contract for the public work shall be awarded to the responsible bidder submitting the lowest responsive bid. The Board of Thurston County Commissioners may waive informalities in the bidding, reject any or all bids for good cause, reject a bid not accompanied by any required bid deposit, republish the call for bids, revise or cancel the work, or require the work to be done in another way if the best interest of Thurston County is served.

6. **TECHNICAL QUESTIONS**. Technical questions regarding the scope of this project shall be put in writing and directed to the contact below. Questions by telephone will not be accepted.

Thurston County Public Works
Attn: Ben Enfield PE
9605 Tilley Road S., Suite C
Olympia, WA 98512-9140
Ben.enfield@co.thurston.wa.us

7. **NONDISCRIMINATION**. The County of Thurston, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Thurston County is an equal opportunity employer and hereby notifies all bidders that it will affirmatively ensure that all will be afforded full opportunity to submit bids in response to this Call for Bids and will not be discriminated against because of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

8. **APPRENTICESHIP GOAL**. A goal of 15% has been established for this project.

9. **FUNDING SOURCE**. This project is not funded by federal funds.

DATED: _____

COUNTY ENGINEER

Thurston County, Washington

Matt Unzelman, P.E.

Publish:
The Olympian
XXXX, 2023
XXXX, 2023

Daily Journal of Commerce
XXXX, 2023
XXXX, 2023

90% DRAFT

NOTICE TO PROSPECTIVE BIDDERS

Marvin RD Upgrade Phase 1 (22nd Ave to Union Mills Rd)
County Project # 61478

In accordance with Section 1-02.4(1) General, it is Thurston County's policy that no contact with prospective bidders occur during the bidding process. Questions that are pertinent to bidding the contract and are not answered by information contained in the Standard Specifications, Contract Plans or Special Provisions, will be responded to by submitting them via **e-mail (ben.enfield@co.thurston.wa.us)**, to the following:

Thurston County Public Works
Attention: Ben Enfield PE
9605 Tilley Road S, Suite C
Olympia, WA 98512

All e-mails must be received at least 3 days prior to the bid opening for a response. All prospective bidder questions and the County's response will be posted on the Builders Exchange of Washington (BXWA) website approximately 2 days prior to the bid opening.

If you believe the Contract Plans or Specifications contain an error(s), it would be appreciated if you would also provide us with that information via e-mail. If there is an error(s) that requires remedial action, an addendum will be issued to all prospective bidders.

I have the following question(s): _____

I believe the Plans and/or Specifications are erroneous at: _____

Please respond to:

Name _____

Representing _____

Address _____

Contact Number _____

BIDDER'S CHECKLIST

THE BIDDER'S ATTENTION IS CALLED TO THE FOLLOWING FORMS WHICH MUST BE EXECUTED IN FULL AS REQUIRED AND SUBMITTED AT THE TIME OF BID OPENING:

- ☐ PROPOSAL
- ☐ PROPOSAL SIGNATURE SHEET (Includes acknowledgement of Non-Collusion Declaration and on federally funded projects acknowledgement of the Certification for Federal-Aid Contracts regarding lobbying/influencing federal employees or elected officials)
- ☐ NON-COLLUSION DECLARATION
- ☐ Proposal for Incorporating Recycled Materials into the Project
- ☐ Contractor Certification – Wage Law Compliance
- ☐ Department of Labor and Industries Training Verification Form (required as a condition of award)
- ☐ BID SECURITY (cashier's check, certified check, proposal bond)
- ☐ Local Agency SUBCONTRACTOR LIST (Structural Steel Installation, Rebar Installation, Plumbing, Electrical, HVAC, per RCW 39.30.060). Form must be included even when no subcontractors are listed.

FAILURE TO COMPLETE AND SUBMIT THE ABOVE ITEMS MAY BE CAUSE FOR THE COUNTY TO CONSIDER THE BID IRREGULAR AND BE REJECTED.

PROPOSAL

Atrium
3000 Pacific Ave SE
Olympia, WA 98502

Dear Commissioners:

The undersigned hereby certifies that he has examined the location of:

Marvin Rd Upgrade Phase 1 (22nd AVE to Union Mills RD)

County Project No. CP 61478

and has read and thoroughly understands the plans, specifications, and contract governing the work embraced in this improvement, and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in the improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications, and contract, and the following schedule of rates and prices.

Note: Unit prices for all items, all extensions and total amount of bid shall be shown.

SCHEDULE A - ROAD IMPROVEMENTS

ITEM NO.	SPEC. SECTION	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	1-09.7	MOBILIZATION	1 L.S.	AT PER L.S.	
2	2-01	CLEARING AND GRUBBING	2.49 ACRE	AT PER ACRE	
3	1-07.16(4)	ARCHAEOLOGICAL AND HISTORICAL SALVAGE	1 EST	AT PER EST	
4	2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1 L.S.	AT PER L.S.	
5	2-02.3(3)	REMOVING CEMENT CONC. SIDEWALK	970 S.Y.	AT PER S.Y.	
6	2-02	REMOVING ASPHALT CONC. PAVEMENT	1110 S.Y.	AT PER S.Y.	
7	5-03.3(2)C1	SAWCUT ASPHALT CONC. PAVEMENT	350 L.F.	AT PER L.F.	
8	2-04	ROADWAY EXCAVATION INCL. HAUL	6420 C.Y.	AT PER C.Y.	
9	2-03.3(14)J	GRAVEL BORROW INCL. HAUL	100 C.Y.	AT PER C.Y.	
10	2-03.3(14)	EMBANKMENT COMPACTION	3380 C.Y.	AT PER C.Y.	
11	9-03.11(2)	STREAMBED COBBLES 4 IN.	60 TON	AT PER TON	

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12	9-03.11(2)	STREAMBED COBBLES 6 IN.	60 TON	AT PER TON	
13	9-03.11(2)	STREAMBED COBBLES 8 IN.	60 TON	AT PER TON	
14	9-03.11(2)	STREAMBED COBBLES 10 IN.	60 TON	AT PER TON	
15	9-03.11(3)	STREAMBED BOULDER THREE MAN	6 EACH	AT PER EACH	
16	9-03.11(3)	STREAMBED BOULDER FOUR MAN	4 EACH	AT PER EACH	
17	9-03.11(3)	STREAMBED BOULDER SIX MAN	4 EACH	AT PER EACH	
18	8-15.3(6)	QUARRY SPALLS	50 TON	AT PER TON	
19		TREATMENT DEVICE SITE 2	1 EACH	AT PER EACH	
20		TREATMENT DEVICE SITE 1	1 EACH	AT PER EACH	
21		INFILTRATION GALLERY	825 L.F.	AT PER L.F.	
22	7-05	ADJUST MANHOLE	10 EACH	AT PER EACH	
23	7-05	CATCH BASIN TYPE 1	25 EACH	AT PER EACH	
24	7-05	CATCH BASIN TYPE 2 48 IN. DIAM.	8 EACH	AT PER EACH	
25	7-04	SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	2150 L.F.	AT PER L.F.	
26	9-03.9(3)	CRUSHED SURFACING BASE COURSE	4350 TON	AT PER TON	
27	9-03.9(3)	CRUSHED SURFACING TOP COURSE	1270 TON	AT PER TON	
28	5-04	PULVERIZING EXISTING PAVEMENT	11445 S.Y.	AT PER S.Y.	
29	5-04.3(14)	PLANING BITUMINOUS PAVEMENT	280 S.Y.	AT PER S.Y.	
30	5-04	FIBER REINFORCED HMA CL. 1/2 IN. PG 70-22ER	3010 TON	AT PER TON	

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31	5-04	COMMERCIAL HMA	580 TON	AT PER TON	
32	8-03	IRRIGATION SYSTEM	1 L.S.	AT PER L.S.	
33	8-02	TOPSOIL TYPE A	3330 S.Y.	AT PER S.Y.	
34	8-02	TOPSOIL TYPE C	305 S.Y.	AT PER S.Y.	
35	8-01.3(1)B	ESC LEAD	1 DAY	AT PER DAY	
36	8-02.3(9)	SEEDING, FERTILIZING, AND MULCHING	3 ACRE	AT PER ACRE	
37	8-01.3(9)D	INLET PROTECTION	33 EACH	AT PER EACH	
38	9-14.6(9)	SILT FENCE	3090 L.F.	AT PER L.F.	
39	8-01	EROSION/WATER POLLUTION CONTROL	1 EST.	AT \$40,000.00 PER EST.	\$40,000.00
40	8-02	PSIPE	1 EACH	AT PER EACH	
41	8-02	ROOT BARRIER	2760 L.F.	AT PER L.F.	
42	8-02	PSIPE- COMPACT OREGON-GRAPE #1 CONT/ 6-12" HT.	18 EACH	AT PER EACH	
43	8-02	PSIPE- BLUE FESCUE 'ELIJAH BLUE' #1 CONT. 6-12" HT.	780 EACH	AT PER EACH	
44	8-02	PSIPE- CRIMSON SPIRE OAK 1 1/2 IN. CAL.	3 EACH	AT PER EACH	
45	8-02	PSIPE- ROCKY MOUNTAIN MAPLE	60 EACH	AT PER EACH	
46	8-02	PSIPE- SNOWGOOSE FLOWERING CHERRY	5 EACH	AT PER EACH	
47	8-02	SOIL AMENDMENT	430 S.Y.	AT PER S.Y.	
48	8-02.3(10)	SEEDED LAWN INSTALLATION	5110 S.Y.	AT PER S.Y.	
49	9-14.6(9)	HIGH VISIBILITY SILT FENCE	1085 L.F.	AT PER L.F.	

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50	8-04	ROUNDAABOUT SPLITTER ISLAND NOSING CURB	4 EACH	AT PER EACH	
51	8-04	CEMENT CONC. TRAFFIC CURB AND GUTTER	4380 L.F.	AT PER L.F.	
52	8-04	CEMENT CONC. TRAFFIC CURB	1340 L.F.	AT PER L.F.	
53	8-04	DUAL-FACED CEMENT CONC. TRAFFIC CURB	75 L.F.	AT PER L.F.	
54	8-04	ROUNDAABOUT CENTRAL ISLAND CEMENT CONCRETE CURB	170 L.F.	AT PER L.F.	
55	8-04	ROUNDAABOUT TRUCK APRON CEM. CONC. CURB AND GUTTER	265 L.F.	AT PER L.F.	
56	8-22	PAINT LINE	3870 L.F.	AT PER L.F.	
57	8-22	PLASTIC LINE	880 L.F.	AT PER L.F.	
58	8-22	PLASTIC WIDE LINE	490 L.F.	AT PER L.F.	
59	8-22	PLASTIC CROSSWALK LINE	700 S.F.	AT PER S.F.	
60	8-22	PLASTIC TRAFFIC ARROW	15 EACH	AT PER EACH	
61	1-10.5(2)	PEDESTRIAN TRAFFIC CONTROL	1 L.S.	AT PER L.S.	
62	8-22	PLASTIC DRAINAGE MARKING	29 EACH	AT PER EACH	
63	8-22	PLASTIC YIELD LINE SYMBOL	5 EACH	AT PER EACH	
64	8-21	PERMANENT SIGNING	1 L.S.	AT PER L.S.	
65	8-20	ILLUMINATION SYSTEM	1 L.S.	AT PER L.S.	
66	1-10.3(1)A	FLAGGERS	8960 HR	AT PER HR	
67	1-10.2(1)B	TRAFFIC CONTROL SUPERVISOR	1 L.S.	AT PER L.S.	

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68	1-10.3(3)A	CONSTRUCTION SIGNS CLASS A	280 S.F.	AT PER S.F.	
69	1-10.3(1)B	OTHER TRAFFIC CONTROL LABOR	1280 HR	AT PER HR	
70	9-35.5	PORTABLE CHANGEABLE MESSAGE SIGN	2160 HR	AT PER HR	
71	8-14	CEMENT CONC. SIDEWALK	1230 S.Y.	AT PER S.Y.	
72	8-14	CEMENT CONC. CURB RAMP TYPE	12 EACH	AT PER EACH	
73	8-06	CEMENT CONC. DRIVEWAY ENTRANCE TYPE	560 S.Y.	AT PER S.Y.	
74		PLASTIC DOTTED CIRC. (DASHED WIDE) LANE LINE	140 L.F.	AT PER L.F.	
75		STAMPED COLORED CEMENT CONC.	5230 S.F.	AT PER S.F.	
76		SURVEY MONUMENT	10 EACH	AT PER EACH	
77		UTILITY POTHOLING	30 EACH	AT PER EACH	
78		PROJECT STAGING	1 L.S.	AT PER L.S.	
79	2-09	STRUCTURE EXCAVATION CLASS B INCL. HAUL	2000 C.Y.	AT PER C.Y.	
80	2-09	SHORING OR EXTRA EXCAVATION CLASS B	1 S.F.	AT PER S.F.	
81		WATER	20 MGAL	AT PER MGAL	
82	2-11	TRIMMING AND CLEANUP	1 L.S.	AT PER L.S.	
83	1-04.4(1)	MINOR CHANGE	1 CALC	AT \$100,000.00 PER CALC	\$100,000.00
84	1-07.15(1)	SPCC PLAN	1 L.S.	AT PER L.S.	

90% DRAFT

85		FIELD OFFICE BUILDING	1 L.S.	AT PER L.S.	
86	8-18	MAILBOX SUPPORT TYPE 1	1 EACH	AT PER EACH	
87	1-07.13(4)	REIMBURSEMENT FOR THIRD PARTY DAMAGE	1 EST.	AT \$40,000.00 PER EST.	\$40,000.00

SCHEDULE A TOTAL _____

SCHEDULE B - SEWER IMPROVEMENTS

ITEM NO.	ITEM ID	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	104-010	MINOR CHANGE	1 M.C.	AT PER M.C.	
2	105-010	RECORD DRAWING	1 L.S.	AT PER L.S.	
3	107-010	SPCC PLAN	1 L.S.	AT PER L.S.	
4	109-010	MOBILIZATION	1 L.S.	AT PER L.S.	
5	110-010	PROJECT TEMPORARY TRAFFIC CONTROL	1 L.S.	AT PER L.S.	
6	110-040	FLAGGERS	750 H.R.	AT PER H.R.	
7	110-070	PORTABLE CHANGEABLE MESSAGE SIGN	1440 H.R.	AT PER H.R.	
8	201-010	CLEARING AND GRUBBING	1 L.S.	AT PER L.S.	
9	202-510	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1 L.S.	AT PER L.S.	
10	205-510	TRENCH SAFETY SYSTEM	1 L.S.	AT PER L.S.	
11	209-080	CONTROLLED DENSITY FILL	37 C.Y.	AT PER C.Y.	
12	214-506	DEWATERING	1 F.A.	AT \$15,000.00 PER F.A.	\$15,000.00
13	404-010	CRUSHED SURFACING BASE COURSE	171 TON	AT PER TON	

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14	404-020	CRUSHED SURFACING TOP COURSE	43 TON	AT PER TON	
15	504-011	HMA CL. 1/2" PG 58H-22	38 TON	AT PER TON	
16	504-110	COMMERCIAL HMA	86 TON	AT PER TON	
17	705-960	LOW POINT DRAIN 60-INCH DIAM.	1 EACH	AT PER EACH	
18	708-610	BANK RUN GRAVEL FOR TRENCH BACKFILL	707 TON	AT PER TON	
19	708-620	IMPORTED PIPE BEDDING	386 TON	AT PER TON	
20	708-810	UTILITY POTHOLING	20 H.R.	AT PER H.R.	
21	708-918	18 INCH PIPE ENCASEMENT	60 L.F.	AT PER L.F.	
22	709-960	PIPE ABANDONMENT	2 EACH	AT PER EACH	
23	712-910	ADJUST VALVE BOX	4 EACH	AT PER EACH	
24	717-660	2 INCH AIR AND VACUUM RELESE VAVLE - SEWER	1 EACH	AT PER EACH	
25	717-702	2 INCH DIAMETER FORCE MAIN SEWER PIPE	5 L.F.	AT PER L.F.	
26	717-704	4 INCH DIAMETER FORCE MAIN SEWER PIPE	22 L.F.	AT PER L.F.	
27	717-708	8 INCH DIAMETER FORCE MAIN SEWER PIPE	169 L.F.	AT PER L.F.	
28	171-710	10 INCH DIAMETER FORCE MAIN SEWER PIPE	1135 L.F.	AT PER L.F.	
29	717-750	PIG LAUNCH PORT ASSEMBLY	1 E.A.	AT PER E.A.	
30	717-804	4 INCH PLUG VALVE	1 E.A.	AT PER E.A.	
31	717-810	10 INCH PLUG VALVE	11 E.A.	AT PER E.A.	
32	717-852	SIDE SEWER CONNECTION - FORCE MAIN	1 E.A.	AT PER E.A.	

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33	717-856	SIDE SEWER STUB - FORCE MAIN	2 E.A.	AT PER E.A.	
34	717-862	2 INCH BALL VALVE	1 E.A.	AT PER E.A.	
35	717-960	CONNECT TO EXISTING SANITARY SEWER FORCE MAIN	5 E.A.	AT PER E.A.	
36	801-680	EROSION/WATER POLLUTION CONTROL	1 L.S.	AT PER L.S.	
37	802-010	TOPSOIL A	20 C.Y.	AT PER C.Y.	
38	802-220	BARK OR WOOD CHIP MULCH	20 C.Y.	AT PER C.Y.	
39	805-510	LAWN AND LANDSCAPE RESTORATION	1 L.S.	AT PER L.S.	
40	814-510	CEMENT CONC. SIDEWALK	4 S.Y.	AT PER S.Y.	
41	850-792	PROJECT CLOSEOUT	1 L.F.	AT PER L.F.	

SCHEDULE B TOTAL _____

SCHEDULE C - WATER IMPROVEMENTS

ITEM NO.	ITEM ID	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
1	104-010	MINOR CHANGE	1 M.C.	AT PER M.C.	
2	105-010	RECORD DRAWING	1 L.S.	AT PER L.S.	
3	107-010	SPCC PLAN	1 L.S.	AT PER L.S.	
4	109-010	MOBILIZATION	1 L.S.	AT PER L.S.	
5	110-010	PROJECT TEMPORARY TRAFFIC CONTROL	1 L.S.	AT PER L.S.	
6	110-040	FLAGGERS	750 H.R.	AT PER H.R.	
7	110-070	PORTABLE CHANGEABLE MESSAGE SIGN	1440 H.R.	AT PER H.R.	

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8	201-010	CLEARING AND GRUBBING	1 L.S.	AT PER L.S.	
9	202-510	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1 L.S.	AT PER L.S.	
10	205-510	TRENCH SAFETY SYSTEM	1 L.S.	AT PER L.S.	
11	214-506	DEWATERING	1 F.A.	AT \$15,000.00 PER F.A.	\$15,000.00
12	404-010	CRUSHED SURFACING BASE COURSE	88 TON	AT PER TON	
13	404-020	CRUSHED SURFACING TOP COURSE	22 TON	AT PER TON	
14	504-110	COMMERCIAL HMA	36 TON	AT PER TON	
15	705-405	ADJUST MANHOLE	1 E.A.	AT PER E.A.	
16	708-610	BANK RUN GRAVEL FOR TRENCH BACKFILL	253 TON	AT PER TON	
17	708-620	IMPORTED PIPE BEDDING	242 TON	AT PER TON	
18	708-810	UTILITY POTHOLING	20 H.R.	AT PER H.R.	
19	708-924	24 INCH PIPE ENCASEMENT	60 L.S.	AT PER L.S.	
20	709-507	6 INCH D.I.WATER MAIN	35 L.S.	AT PER L.S.	
21	709-509	8 INCH D.I.WATER MAIN	178 L.F.	AT PER L.F.	
22	709-512	12 INCH D.I.WATER MAIN	268 L.S.	AT PER L.S.	
23	709-950	CONNECT TO EXISTING SANITARY WATER MAIN	8 E.A.	AT PER E.A.	
24	709-960	PIPE ABANDONMENT	3 E.A.	AT PER E.A.	
25	712-512	12 INCH GATE VALVE	2 E.A.	AT PER E.A.	
26	712-556	6 INCH TAPPING VALVE WITH TAPPING SLEEVE	2 E.A.	AT PER E.A.	

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27	712-610	2 INCH AIR AND VACUUM RELEASE VALVE	1 E.A.	AT PER E.A.	
28	712-910	ADJUST VALVE BOX	7 E.A.	AT PER E.A.	
29	712-510	HYDRANT ASSEMBLY	2 E.A.	AT PER E.A.	
30	715-510	5/8 INCH SINGLE METER SERVICE CONNECTED TO EXISTING WATER MAIN	2 E.A.	AT PER E.A.	
31	801-680	EROSION/WATER POLLUTION CONTROL	1 L.S.	AT PER L.S.	
32	802-010	TOPSOIL A	20 C.Y.	AT PER C.Y.	
33	802-220	BARK OR WOOD CHIP MULCH	20 C.Y.	AT PER C.Y.	
34	805-510	LAWN AND LANDSCAPE RESTORATION	1 L.S.	AT PER L.S.	
35	850-792	PROJECT CLOSEOUT	1 L.S.	AT PER L.S.	

SCHEDULE C TOTAL _____

TOTAL BID (Sum of All Schedules)	
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90% DRAFT

PROPOSAL SIGNATURE SHEET

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

A proposed guaranty in an amount of five percent (5%) of the total bid based upon the approximated estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

CASHIER'S CHECK	☐	Payable to Thurston County
CERTIFIED CHECK	☐	Payable to Thurston County
PROPOSAL BOND	☐	In the amount of 5% of total bid

**Receipt is hereby acknowledged of addendum no.(s) _____, _____, _____, _____, _____, & _____

SIGNATURE OF AUTHORIZED OFFICIAL(s)

PROPOSAL MUST BE SIGNED

Firm Name _____

Address _____

Phone _____

Email _____

Contractor's WA Reg. No. _____

State Excise Tax Registration No. (UBI No.) _____

Industrial Insurance Acct No: _____

Employment Security Reference No. _____

UEI No. _____

Note: (1) *This proposal form is not transferable and any alteration of the firm's name entered hereon may be cause for considering the proposal irregular and subsequent rejection of the bid.*

(2) *Please refer to section 1-02.6 of the Standard Specifications, re: "Preparation of Proposal"*

90% DRAFT

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free “hotline” Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the “hotline” to report such activities.

The “hotline” is part of USDOT’s continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

90% DRAFT



Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9-03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**DATE**), the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Bidder’s Business Name

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, State where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*



L&I TRAINING VERIFICATION FORM PREVALING WAGE INTENT AND AFFIDAVIT

Prior to award of a public works contract, a bidder must meet responsibility criteria to be considered a responsible bidder. RCW 39.04.350 has been amended to include training requirements on public works and prevailing wages.

Contractors must have received training, provided by the Department of Labor and Industries or by a provider whose curriculum has been approved by L&I, on the requirements related to public works and prevailing wages. However, bidders that have completed three or more public works projects *and* maintained a valid business license in Washington for at least three years are exempt from this requirement.

By signing below, the bidder verifies and attests that they are in compliance with the requirements of RCW 39.04.350, including the added training on public works and prevailing wages or have completed three or more public works projects *and* maintained a valid business license in Washington for at least three years are exempt from this requirement.

Company Name

Signature of Company's Authorized Representative

Representative's Title

Date

90% DRAFT

Thurston County

Public Works PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ of _____
as principal, and the _____
a corporation duly organized under the laws of the State of _____ and
authorized to do business in the State of Washington as surety, are held and firmly bound unto Thurston
County in full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the
work hereinafter described, for the payment of which, well and truly to be made, we bind our heirs, executors,
administrators and assigns, and successors and assigns, firmly by these presents.

The condition of this bond is such, that whereas the principal herein is herewith submitted his or its
sealed proposal for the following road construction to-wit: _____

said bid and proposal by reference thereto, being made a part thereof.

NOW THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded
to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish
bond as required by Thurston County within a period of twenty (20) days from and after said award, exclusive
of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full
force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed
this _____ day of _____, _____.

(Principal)

(Surety)

COUNTERSIGNED BY:

(Attorney in Fact)

(Agency or Firm)

By: _____

90% DRAFT

Local Agency Name
Local Agency Address

Local Agency Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical, as described in Chapter 19.28 RCW or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are proposed to perform the work of structural steel installation, rebar installation, heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

Subcontractor Name _____

Work to be performed _____

* Bidder's are notified that it is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc. are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

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INTRODUCTION TO THE SPECIAL PROVISIONS

(December 10, 2020 APWA GSP)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2023 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter "Standard Specifications"). The Standard Specifications, as modified or supplemented by these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

The project-specific Special Provisions are not labeled as such. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)

(April 1, 2013 WSDOT GSP)

(May 14, 2013 TCPW GSP)

(*****) Project Specific Special Provision

Also incorporated into the Contract Documents by reference are:

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition

Contractor shall obtain copies of these publications, at Contractor's own expense.

Division 1 General Requirements

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** Marvin Rd Upgrade Phase 1 (22nd Ave to Union Mills Rd)*** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

1 **1-01.3 Definitions**
2 *(January 19, 2022 APWA GSP)*

3
4 Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace
5 them with the following:
6

7 **Dates**

8 ***Bid Opening Date***

9 The date on which the Contracting Agency publicly opens and reads the Bids.

10 ***Award Date***

11 The date of the formal decision of the Contracting Agency to accept the lowest
12 responsible and responsive Bidder for the Work.

13 ***Contract Execution Date***

14 The date the Contracting Agency officially binds the Agency to the Contract.

15 ***Notice to Proceed Date***

16 The date stated in the Notice to Proceed on which the Contract time begins.

17 ***Substantial Completion Date***

18 The day the Engineer determines the Contracting Agency has full and unrestricted
19 use and benefit of the facilities, both from the operational and safety standpoint, any
20 remaining traffic disruptions will be rare and brief, and only minor incidental work,
21 replacement of temporary substitute facilities, plant establishment periods, or
22 correction or repair remains for the Physical Completion of the total Contract.

23 ***Physical Completion Date***

24 The day all of the Work is physically completed on the project. All documentation
25 required by the Contract and required by law does not necessarily need to be
26 furnished by the Contractor by this date.

27 ***Completion Date***

28 The day all the Work specified in the Contract is completed and all the obligations of
29 the Contractor under the contract are fulfilled by the Contractor. All documentation
30 required by the Contract and required by law must be furnished by the Contractor
31 before establishment of this date.

32 ***Final Acceptance Date***

33 The date on which the Contracting Agency accepts the Work as complete.
34

35 Supplement this Section with the following:
36

37 All references in the Standard Specifications or WSDOT General Special Provisions, to
38 the terms "Department of Transportation", "Washington State Transportation
39 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
40 and "State Treasurer" shall be revised to read "Contracting Agency".
41

42 All references to the terms "State" or "state" shall be revised to read "Contracting
43 Agency" unless the reference is to an administrative agency of the State of Washington,
44 a State statute or regulation, or the context reasonably indicates otherwise.
45

46 All references to "State Materials Laboratory" shall be revised to read "Contracting
47 Agency designated location".
48

- 1 All references to “final contract voucher certification” shall be interpreted to mean the
2 Contracting Agency form(s) by which final payment is authorized, and final completion
3 and acceptance granted.
4
- 5 **Additive**
6 A supplemental unit of work or group of bid items, identified separately in the Bid
7 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition
8 to the base bid.
9
- 10 **Alternate**
11 One of two or more units of work or groups of bid items, identified separately in the Bid
12 Proposal, from which the Contracting Agency may make a choice between different
13 methods or material of construction for performing the same work.
14
- 15 **Business Day**
16 A business day is any day from Monday through Friday except holidays as listed in
17 Section 1-08.5.
18
- 19 **Contract Bond**
20 The definition in the Standard Specifications for “Contract Bond” applies to whatever
21 bond form(s) are required by the Contract Documents, which may be a combination of a
22 Payment Bond and a Performance Bond.
23
- 24 **Contract Documents**
25 See definition for “Contract”.
26
- 27 **Contract Time**
28 The period of time established by the terms and conditions of the Contract within which
29 the Work must be physically completed.
30
- 31 **Notice of Award**
32 The written notice from the Contracting Agency to the successful Bidder signifying the
33 Contracting Agency’s acceptance of the Bid Proposal.
34
- 35 **Notice to Proceed**
36 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
37 and directing the Contractor to proceed with the Work and establishing the date on which
38 the Contract time begins.
39
- 40 **Traffic**
41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
42 equestrian traffic.
43
- 44 **Bid Procedures and Conditions**
45

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

4
5 Delete this section and replace it with the following:

6
7 **1-02.1 Qualifications of Bidder**
8 *(January 24, 2011 APWA GSP)*
9

10 Before award of a public works contract, a bidder must meet at least the minimum
11 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified to
12 be awarded a public works project.

13
14 **1-02.2 Plans and Specifications**
15 *(June 27, 2011 APWA GSP)*
16

17 Delete this section and replace it with the following:

18
19 Information as to where Bid Documents can be obtained or reviewed can be found in the
20 Call for Bids (Advertisement for Bids) for the work.

21
22 After award of the contract, plans and specifications will be issued to the Contractor at no
23 cost as detailed below:
24

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

25
26 Additional plans and Contract Provisions may be obtained by the Contractor from the
27 source stated in the Call for Bids, at the Contractor's own expense.
28

29 **Examination of Plans, Specifications and Site of Work**

30
31 ***General***
32

33 Section 1-02.4(1) is supplemented with the following:

34
35 Prospective Bidders are advised that the Contracting Agency may include a partially
36 completed Washington State Department of Ecology (Ecology) Transfer of Coverage
37 (Ecology Form ECY 020-87a) for the Construction Stormwater General Permit (CSWGP)
38 as part of the Bid Documents. When the Contracting Agency requires the transfer of
39 coverage of the CSWGP to the Contractor, an informational copy of the Transfer of
40 Coverage and the associated CSWGP will be included in the appendices. As a condition

1 of Section 1-03.3, the Contractor is required to complete sections I, III, and VIII of the
2 Transfer of Coverage and return the form to the Contracting Agency.

3
4 The Contracting Agency is responsible for compliance with the CSWGP until the end of
5 day that the Contract is executed. Beginning on the day after the Contract is executed,
6 the Contractor shall assume complete legal responsibility for compliance with the CSWGP
7 and full implementation of all conditions of the CSWGP as they apply to the Contract
8 Work.

9
10
11 **1-02.5 Proposal Forms**
12 *(July 31, 2017 APWA GSP)*

13
14 Delete this section and replace it with the following:

15
16 The Proposal Form will identify the project and its location and describe the work. It will
17 also list estimated quantities, units of measurement, the items of work, and the materials
18 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
19 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
20 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
21 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
22 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
23 Registration Number; and a Business License Number, if applicable. Bids shall be
24 completed by typing or shall be printed in ink by hand, preferably in black ink. The
25 required certifications are included as part of the Proposal Form.

26
27 The Contracting Agency reserves the right to arrange the proposal forms with alternates
28 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
29 bid on all alternates and additives set forth in the Proposal Form unless otherwise
30 specified.

31
32 **Preparation of Proposal**

33
34 **1-02.6 Preparation of Proposal**
35 *(December 10, 2020 APWA GSP, Option B)*

36
37 Supplement the second paragraph with the following:

- 38 4. If a minimum bid amount has been established for any item, the unit or lump sum
39 price must equal or exceed the minimum amount stated.
- 40 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
41 initialed by the signer of the bid.

42
43 Delete the last two paragraphs, and replace them with the following:

44
45 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
46 Compliance form, provided by the Contracting Agency. Failure to return this certification
47 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
48 Award. A Contractor Certification of Wage Law Compliance form is included in the
49 Proposal Forms.

50
51 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

A bid by a partnership shall be executed in the partnership name, and signed by a partner. A copy of the partnership agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if any UDBE requirements are to be satisfied through such an agreement.

Add the following new section:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

1-02.7 Bid Deposit
(March 8, 2013 APWA GSP)

Supplement this section with the following:

Bid bonds shall contain the following:

1. Contracting Agency-assigned number for the project;
2. Name of the project;
3. The Contracting Agency named as obligee;
4. The amount of the bid bond stated either as a dollar figure or as a percentage which represents five percent of the maximum bid amount that could be awarded;
5. Signature of the bidder's officer empowered to sign official statements. The signature of the person authorized to submit the bid should agree with the signature on the bond, and the title of the person must accompany the said signature;
6. The signature of the surety's officer empowered to sign the bond and the power of attorney.

If so stated in the Contract Provisions, bidder must use the bond form included in the Contract Provisions.

If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(July 23, 2015 APWA GSP)

Delete this section, and replace it with the following:

After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and physically delivers it to the place designated for receipt of Bid Proposals, and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

Public Opening of Proposals

Section 1-02.12 is supplemented with the following:

(August 3, 2015)

Date of Opening Bids

The bid opening date for this project is *** as stated in the Call for Sealed Bids ***. Bids received will be publicly opened and read ***as stated in the Call for Sealed Bids***.

1-02.13 Irregular Proposals ***(December 30, 2022 APWA GSP)***

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a subcontractor list (WSDOT Form 271-015), if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete a Disadvantaged Business Enterprise Certification (WSDOT Form 272-056), if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit Written Confirmations (WSDOT Form 422-031) from each DBE firm listed on the Bidder's completed DBE Utilization Certification that they are in agreement with the bidder's DBE participation commitment, if applicable, as required in Section 1-02.6, or if the written

- 1 confirmation that is submitted fails to meet the requirements of the Special
2 Provisions;
- 3 j. The Bidder fails to submit DBE Good Faith Effort documentation, if applicable,
4 as required in Section 1-02.6, or if the documentation that is submitted fails to
5 demonstrate that a Good Faith Effort to meet the Condition of Award was
6 made;
- 7 k. The Bidder fails to submit a DBE Bid Item Breakdown (WSDOT Form 272-
8 054), if applicable, as required in Section 1-02.6, or if the documentation that
9 is submitted fails to meet the requirements of the Special Provisions;
- 10 l. The Bidder fails to submit DBE Trucking Credit Forms (WSDOT Form 272-
11 058), if applicable, as required in Section 1-02.6, or if the documentation that
12 is submitted fails to meet the requirements of the Special Provisions;
- 13 m. The Bid Proposal does not constitute a definite and unqualified offer to meet
14 the material terms of the Bid invitation; or
- 15 n. More than one Proposal is submitted for the same project from a Bidder
16 under the same or different names.
- 17
- 18 2. A Proposal may be considered irregular and may be rejected if:
- 19 a. The Proposal does not include a unit price for every Bid item;
- 20 b. Any of the unit prices are excessively unbalanced (either above or below the
21 amount of a reasonable Bid) to the potential detriment of the Contracting
22 Agency;
- 23 c. Receipt of Addenda is not acknowledged;
- 24 d. A member of a joint venture or partnership and the joint venture or
25 partnership submit Proposals for the same project (in such an instance, both
26 Bids may be rejected); or
- 27 e. If Proposal form entries are not made in ink.
- 28

29 **1-02.14 Disqualification of Bidders**

30 *(May 17, 2018 APWA GSP, Option A)*

31

32 Delete this section and replace it with the following:

33

34 A Bidder will be deemed not responsible if the Bidder does not meet the mandatory bidder
35 responsibility criteria in RCW 39.04.350(1), as amended.

36

37 The Contracting Agency will verify that the Bidder meets the mandatory bidder
38 responsibility criteria in RCW 39.04.350(1). To assess bidder responsibility, the
39 Contracting Agency reserves the right to request documentation as needed from the
40 Bidder and third parties concerning the Bidder's compliance with the mandatory bidder
41 responsibility criteria.

42

43 If the Contracting Agency determines the Bidder does not meet the mandatory bidder
44 responsibility criteria in RCW 39.04.350(1) and is therefore not a responsible Bidder, the
45 Contracting Agency shall notify the Bidder in writing, with the reasons for its determination.
46 If the Bidder disagrees with this determination, it may appeal the determination within two
47 (2) business days of the Contracting Agency's determination by presenting its appeal and
48 any additional information to the Contracting Agency. The Contracting Agency will
49 consider the appeal and any additional information before issuing its final determination.
50 If the final determination affirms that the Bidder is not responsible, the Contracting Agency
51 will not execute a contract with any other Bidder until at least two business days after the

1 Bidder determined to be not responsible has received the Contracting Agency's final
2 determination.

3
4 **1-02.15 Pre Award Information**
5 *(December 30, 2022 APWA GSP)*
6

7 Revise this section to read:

8
9 Before awarding any contract, the Contracting Agency may require one or more of these
10 items or actions of the apparent lowest responsible bidder:

- 11 1. A complete statement of the origin, composition, and manufacture of any or all
12 materials to be used,
- 13 2. Samples of these materials for quality and fitness tests,
- 14 3. A progress schedule (in a form the Contracting Agency requires) showing the order
15 of and time required for the various phases of the work,
- 16 4. A breakdown of costs assigned to any bid item,
- 17 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 18 6. Obtain, and furnish a copy of, a business license to do business in the city or county
19 where the work is located.
- 20 7. Any other information or action taken that is deemed necessary to ensure that the
21 bidder is the lowest responsible bidder.
22

23 **Award and Execution of Contract**

24
25 **1-03.1 Consideration of Bids**
26 *(December 30, 2022 APWA GSP)*
27

28 Revise the first paragraph to read:

29
30 After opening and reading proposals, the Contracting Agency will check them for
31 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
32 between the price per unit and the extended amount of any bid item, the price per unit will
33 control. If a minimum bid amount has been established for any item and the bidder's unit
34 or lump sum price is less than the minimum specified amount, the Contracting Agency will
35 unilaterally revise the unit or lump sum price, to the minimum specified amount and
36 recalculate the extension. The total of extensions, corrected where necessary, including
37 sales taxes where applicable and such additives and/or alternates as selected by the
38 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
39 the Awarded Contract Price amount and the amount of the contract bond.
40

41 **1-03.1(1) Identical Bid Totals**
42 *(December 30, 2022 APWA GSP)*
43

44 Revise this section to read:

45
46 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then
47 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the
48 highest percentage of recycled materials in the Project, per the form submitted with the
49 Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be
50 determined by drawing as follows: Two or more slips of paper will be marked as follows:
51 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to

1 make the marking unseen. The slips will be placed inside a box. One authorized
2 representative of each Bidder shall draw a slip from the box. Bidders shall draw in
3 alphabetic order by the name of the firm as registered with the Washington State
4 Department of Licensing. The slips shall be unfolded and the firm with the slip marked
5 "Winner" will be determined to be the successful Bidder and eligible for Award of the
6 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest
7 responsive Bid, and with a proposed recycled materials percentage that is exactly equal
8 to the highest proposed recycled materials amount, are eligible to draw.
9

10 **1-03.3 Execution of Contract**

11 *(January 19, 2022 APWA GSP)*

12
13 Revise this section to read:

14
15 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
16 the successful Bidder shall provide the information necessary to execute the Contract to
17 the Contracting Agency. The Bidder shall send the contact information, including the full
18 name, email address, and phone number, for the authorized signer and bonding agent to
19 the Contracting Agency.
20

21 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
22 available for signature by the successful bidder on the first business day following award.
23 The number of copies to be executed by the Contractor will be determined by the
24 Contracting Agency.
25

26 Within **10** calendar days after the award date, the successful bidder shall return the
27 signed Contracting Agency-prepared contract, an insurance certification as required by
28 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer
29 of Coverage form for the Construction Stormwater General Permit with sections I, III, and
30 VIII completed when provided. Before execution of the contract by the Contracting
31 Agency, the successful bidder shall provide any pre-award information the Contracting
32 Agency may require under Section 1-02.15.
33

34 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
35 Agency nor shall any work begin within the project limits or within Contracting Agency-
36 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
37 and for any materials ordered before the contract is executed by the Contracting Agency.
38

39 If the bidder experiences circumstances beyond their control that prevents return of the
40 contract documents within the calendar days after the award date stated above, the
41 Contracting Agency may grant up to a maximum of **10** additional calendar days for return
42 of the documents, provided the Contracting Agency deems the circumstances warrant it.
43

44 **1-03.4 Contract Bond**

45 *(July 23, 2015 APWA GSP)*

46
47 Delete the first paragraph and replace it with the following:

48
49 The successful bidder shall provide executed payment and performance bond(s) for the
50 full contract amount. The bond may be a combined payment and performance bond; or
51 be separate payment and performance bonds. In the case of separate payment and
52 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 1 1. Be on Contracting Agency-furnished form(s);
- 2 2. Be signed by an approved surety (or sureties) that:
- 3 a. Is registered with the Washington State Insurance Commissioner, and
- 4 b. Appears on the current Authorized Insurance List in the State of Washington
- 5 published by the Office of the Insurance Commissioner,
- 6 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
- 7 and conditions under the Contract, including but not limited to the duty and obligation
- 8 to indemnify, defend, and protect the Contracting Agency against all losses and
- 9 claims related directly or indirectly from any failure:
- 10 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
- 11 subcontractors of the Contractor) to faithfully perform and comply with all contract
- 12 obligations, conditions, and duties, or
- 13 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
- 14 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
- 15 subcontractors, material person, or any other person who provides supplies or
- 16 provisions for carrying out the work;
- 17 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
- 18 project under titles 50, 51, and 82 RCW; and
- 19 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign
- 20 the bond; and
- 21 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 22 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed
- 23 by the president or vice president, unless accompanied by written proof of the
- 24 authority of the individual signing the bond(s) to bind the corporation (i.e., corporate
- 25 resolution, power of attorney, or a letter to such effect signed by the president or vice
- 26 president).

27 28 **1-03.7 Judicial Review**

29 *(December 30, 2022 APWA GSP)*

30
31 Revise this section to read:

32
33 All decisions made by the Contracting Agency regarding the Award and execution of the
34 Contract or Bid rejection shall be conclusive subject to the scope of judicial review
35 permitted under Washington Law. Such review, if any, shall be timely filed in the Superior
36 Court of the county where the Contracting Agency headquarters is located, provided that
37 where an action is asserted against a county, RCW 36.01.050 shall control venue and
38 jurisdiction.

39 40 **Scope of the Work**

41 42 **Coordination of Contract Documents, Plans, Special Provisions,** 43 **Specifications, and Addenda**

44 45 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,** 46 **Specifications, and Addenda**

47 *(December 30, 2022 APWA GSP)*

48
49 Revise the second paragraph to read:

1 Any inconsistency in the parts of the contract shall be resolved by following this order of
2 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
3 1. Addenda,
4 2. Proposal Form,
5 3. Special Provisions,
6 4. Contract Plans,
7 5. Standard Specifications,
8 6. Contracting Agency's Standard Plans or Details (if any), and
9 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
10

11 1-04.6 Variation in Estimated Quantities
12 *(May 25, 2006 APWA GSP)*

13 Supplement this Section with the following:

14
15 The quantities for "Utility Potholing", "Controlled Density Fill", "Imported Pipe Bedding" and
16 "Bank Run Gravel for Trench Backfill" have been entered into the Proposal only to provide a
17 common proposal for bidders. Actual quantities will be determined in the field as the work
18 progresses, and will be paid at the original bid price, regardless of final quantity. These bid
19 items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.
20

21 1-04.6 Variations in Estimated Quantities
22 *(December 30, 2022 APWA GSP Option B)*

23 Supplement this Section with the following:

24
25 Revise the first paragraph to read:

26
27 Payment to the Contractor will be made only for the actual quantities of Work performed and
28 accepted in conformance with the Contract. When the accepted quantity of Work performed
29 under a unit item varies from the original Proposal quantity, payment will be at the unit
30 Contract price for all Work unless the total accepted quantity of the Contract item, adjusted
31 to exclude added or deleted amounts included in change orders accepted by both parties,
32 increases or decreases by more than 25 percent from the original Proposal quantity, and if
33 the total extended bid price for that item at time of award is equal to or greater than 10
34 percent of the total contract price at time of award. In that case, payment for contract work
35 may be adjusted as described herein.
36

37
38 **Control of Work**

39
40 **Conformity With And Deviations From Plans And Stakes**

41
42 **1-05.4 Conformity With and Deviations from Plans and Stakes**

43
44 Supplement this section with the following:

45
46 **Roadway and Utility Surveys**
47 *(July 23, 2015 APWA GSP, Option 1)*
48

1 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
2 measurements the Engineer deems necessary for completion of the work. These shall
3 generally consist of one initial set of:
4 1. Slope stakes for establishing grading;
5 2. Curb grade stakes;
6 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
7 4. Offset points to establish line and grade for underground utilities such as water,
8 sewers, and storm drains.

9
10 On alley construction projects with minor grade changes, the Engineer shall provide only
11 offset hubs on one side of the alley to establish the alignment and grade.
12

13 **1-05.4 Conformity With and Deviations from Plans and Stakes**

14
15 Supplement this section with the following:
16

17 **Bridge and Structure Surveys** 18 *(July 23, 2015 APWA GSP, Option 2)* 19

20 For all structural work such as bridges and retaining walls, the Contractor shall retain as
21 a part of Contractor's organization an experienced team of surveyors.
22

23 The Contractor shall provide all surveys required to complete the structure, except the
24 following primary survey control which will be provided by the Engineer:

- 25 1. Centerline or offsets to centerline of the structure.
26 2. Stations of abutments and pier centerlines.
27 3. A sufficient number of bench marks for levels to enable the Contractor to set grades
28 at reasonably short distances.
29 4. Monuments and control points as shown in the Plans.
30

31 The Contractor shall establish all secondary survey controls, both horizontal and vertical,
32 as necessary to assure proper placement of all project elements based on the primary
33 control points provided by the Engineer. Survey work shall be within the following
34 tolerances:

35 Stationing	± 0.01 foot
36 Alignment	± 0.01 foot (between successive points)
37 Superstructure Elevations	± 0.01 foot (from plan elevations)
38 Substructure Elevations	± 0.05 foot (from plan elevations)
39	

40 During the progress of the work, the Contractor shall make available to the Engineer all
41 field books including survey information, footing elevations, cross sections and
42 quantities.
43

44 The Contractor shall be fully responsible for the close coordination of field locations and
45 measurements with appropriate dimensions of structural members being fabricated.
46

1 **1-05.7 Removal of Defective and Unauthorized Work**

2 *(October 1, 2005 APWA GSP)*

3
4 Supplement this section with the following:

5
6 If the Contractor fails to remedy defective or unauthorized work within the time specified
7 in a written notice from the Engineer, or fails to perform any part of the work required by
8 the Contract Documents, the Engineer may correct and remedy such work as may be
9 identified in the written notice, with Contracting Agency forces or by such other means as
10 the Contracting Agency may deem necessary.

11
12 If the Contractor fails to comply with a written order to remedy what the Engineer
13 determines to be an emergency situation, the Engineer may have the defective and
14 unauthorized work corrected immediately, have the rejected work removed and replaced,
15 or have work the Contractor refuses to perform completed by using Contracting Agency
16 or other forces. An emergency situation is any situation when, in the opinion of the
17 Engineer, a delay in its remedy could be potentially unsafe, or might cause serious risk
18 of loss or damage to the public.

19
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall
24 include in particular, but without limitation, compensation for additional professional
25 services required, and costs for repair and replacement of work of others destroyed or
26 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

27
28 No adjustment in contract time or compensation will be allowed because of the delay in
29 the performance of the work attributable to the exercise of the Contracting Agency's
30 rights provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the
33 Contracting Agency's right to pursue any other avenue for additional remedy or damages
34 with respect to the Contractor's failure to perform the work as required.

35
36
37 **1-05.11 Final Inspection**

38
39 Delete this section and replace it with the following:

40
41 **1-05.11 Final Inspections and Operational Testing**

42 *(October 1, 2005 APWA GSP)*

43
44 **1-05.11(1) Substantial Completion Date**

45
46 When the Contractor considers the work to be substantially complete, the Contractor
47 shall so notify the Engineer and request the Engineer establish the Substantial
48 Completion Date. The Contractor's request shall list the specific items of work that
49 remain to be completed in order to reach physical completion. The Engineer will
50 schedule an inspection of the work with the Contractor to determine the status of
51 completion. The Engineer may also establish the Substantial Completion Date
52 unilaterally.

1
2 If, after this inspection, the Engineer concurs with the Contractor that the work is
3 substantially complete and ready for its intended use, the Engineer, by written notice to
4 the Contractor, will set the Substantial Completion Date. If, after this inspection the
5 Engineer does not consider the work substantially complete and ready for its intended
6 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
7 therefor.
8

9 Upon receipt of written notice concurring in or denying substantial completion, whichever
10 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
11 interruption, the work necessary to reach Substantial and Physical Completion. The
12 Contractor shall provide the Engineer with a revised schedule indicating when the
13 Contractor expects to reach substantial and physical completion of the work.
14

15 The above process shall be repeated until the Engineer establishes the Substantial
16 Completion Date and the Contractor considers the work physically complete and ready for
17 final inspection.
18

19 **1-05.11(2) Final Inspection and Physical Completion Date**

20

21 When the Contractor considers the work physically complete and ready for final
22 inspection, the Contractor by written notice, shall request the Engineer to schedule a
23 final inspection. The Engineer will set a date for final inspection. The Engineer and the
24 Contractor will then make a final inspection and the Engineer will notify the Contractor in
25 writing of all particulars in which the final inspection reveals the work incomplete or
26 unacceptable. The Contractor shall immediately take such corrective measures as are
27 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
28 diligently, and without interruption until physical completion of the listed deficiencies. This
29 process will continue until the Engineer is satisfied the listed deficiencies have been
30 corrected.
31

32 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
33 written notice listing the deficiencies, the Engineer may, upon written notice to the
34 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
35 Section 1-05.7.

36 The Contractor will not be allowed an extension of contract time because of a delay in
37 the performance of the work attributable to the exercise of the Engineer's right
38 hereunder.
39

40 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
41 Contracting Agency, in writing, of the date upon which the work was considered physically
42 complete. That date shall constitute the Physical Completion Date of the contract, but shall
43 not imply acceptance of the work or that all the obligations of the Contractor under the
44 contract have been fulfilled.
45

46 **1-05.11(3) Operational Testing**

47

48 It is the intent of the Contracting Agency to have at the Physical Completion Date a
49 complete and operable system. Therefore when the work involves the installation of
50 machinery or other mechanical equipment; street lighting, electrical distribution or signal
51 systems; irrigation systems; buildings; or other similar work it may be desirable for the
52 Engineer to have the Contractor operate and test the work for a period of time after final

1 inspection but prior to the physical completion date. Whenever items of work are listed in
2 the Contract Provisions for operational testing they shall be fully tested under operating
3 conditions for the time period specified to ensure their acceptability prior to the Physical
4 Completion Date. During and following the test period, the Contractor shall correct any
5 items of workmanship, materials, or equipment which prove faulty, or that are not in first
6 class operating condition. Equipment, electrical controls, meters, or other devices and
7 equipment to be tested during this period shall be tested under the observation of the
8 Engineer, so that the Engineer may determine their suitability for the purpose for which
9 they were installed. The Physical Completion Date cannot be established until testing
10 and corrections have been completed to the satisfaction of the Engineer.

11
12 The costs for power, gas, labor, material, supplies, and everything else needed to
13 successfully complete operational testing, shall be included in the unit contract prices
14 related to the system being tested, unless specifically set forth otherwise in the proposal.

15
16 Operational and test periods, when required by the Engineer, shall not affect a
17 manufacturer's guaranties or warranties furnished under the terms of the contract.

18
19
20 Add the following new section:

21
22 **1-05.12(1) One-Year Guarantee Period**
23 *(March 8, 2013 APWA GSP)*
24

25 The Contractor shall return to the project and repair or replace all defects in
26 workmanship and material discovered within one year after Final Acceptance of the
27 Work. The Contractor shall start work to remedy any such defects within 7 calendar
28 days of receiving Contracting Agency's written notice of a defect, and shall complete
29 such work within the time stated in the Contracting Agency's notice. In case of an
30 emergency, where damage may result from delay or where loss of services may
31 result, such corrections may be made by the Contracting Agency's own forces or
32 another contractor, in which case the cost of corrections shall be paid by the
33 Contractor. In the event the Contractor does not accomplish corrections within the
34 time specified, the work will be otherwise accomplished and the cost of same shall
35 be paid by the Contractor.

36
37 When corrections of defects are made, the Contractor shall then be responsible for
38 correcting all defects in workmanship and materials in the corrected work for one
39 year after acceptance of the corrections by Contracting Agency.

40
41 This guarantee is supplemental to and does not limit or affect the requirements that
42 the Contractor's work comply with the requirements of the Contract or any other
43 legal rights or remedies of the Contracting Agency.

44
45 **1-05.13 Superintendents, Labor and Equipment of Contractor**
46 *(August 14, 2013 APWA GSP)*
47

48 Delete the sixth and seventh paragraphs of this section.
49

1 **(March 13, 1995)**
2 **Other Contracts Or Other Work**

3
4 It is anticipated that the following work adjacent to or within the limits of this project will
5 be performed by others during the course of this project and will require coordination of
6 the work:

7
8 *** It is not anticipated any conflict with other contractors working on other County
9 Projects or Thurston County Traffic Maintenance Crews, although it cannot be
10 completely ruled out. The Contractor of this project is responsible for coordination of
11 work at the sites with multiple contractors at the same time. ***

12
13 **1-05.15 Method of Serving Notices**
14 *(December 30, 2022 APWA GSP)*

15 Revise the second paragraph to read:

16
17 All correspondence from the Contractor shall be directed to the Project Engineer. All
18 correspondence from the Contractor constituting any notification, notice of protest, notice
19 of dispute, or other correspondence constituting notification required to be furnished
20 under the Contract, must be in paper format, hand delivered or sent via mail delivery
21 service to the Project Engineer's office. Electronic copies such as e-mails or
22 electronically delivered copies of correspondence will not constitute such notice and will
23 not comply with the requirements of the Contract.

24
25 Add the following new section:

26
27 **1-05.16 Water and Power**
28 *(October 1, 2005 APWA GSP)*

29
30 The Contractor shall make necessary arrangements, and shall bear the costs for power
31 and water necessary for the performance of the work, unless the contract includes power
32 and water as a pay item.

33
34 **1-05.18 Record Drawings**
35 *(April 2, 2018 Lacey GSP Option B)*

36 Add the following new section:

37
38 The Contractor shall maintain one set of full size plans for Record Drawings, updated with
39 clear and accurate red-lined field revisions on a daily basis, and within 2 business days after
40 receipt of information that a change in Work has occurred. The Contractor shall not conceal
41 any work until the required information is recorded.

42
43 This Record Drawing set shall be used for this purpose alone, shall be kept separate from
44 other Plan sheets, and shall be clearly marked as Record Drawings. These Record
45 Drawings shall be kept on site at the Contractor's field office, and shall be available for
46 review by the Contracting Agency at all times. The Contractor shall bring the Record
47 Drawings to each progress meeting for review.

48
49 The preparation and upkeep of the Record Drawings is to be the assigned responsibility of a
50 single, experienced, and qualified individual. The quality of the Record Drawings, in terms of

1 accuracy, clarity, and completeness, is to be adequate to allow the Contracting Agency to
2 modify the computer-aided drafting (CAD) Contract Drawings to produce a complete set of
3 Record Drawings for the Contracting Agency without further investigative effort by the
4 Contracting Agency.

5
6 The Record Drawing markups shall document all changes in the Work, both concealed and
7 visible. Items that must be shown on the markups include but are not limited to:

- 8
- 9 • Actual dimensions, arrangement, and materials used when different than shown in
 - 10 the Plans.
 - 11 • Changes made by Change Order or Field Order.
 - 12 • Changes made by the Contractor.
 - 13 • Accurate locations of storm sewer, sanitary sewer, water mains and other water
 - 14 appurtenances, structures, conduits, light standards, vaults, width of roadways,
 - 15 sidewalks, landscaping areas, building footprints, channelization and pavement
 - 16 markings, etc. Include pipe invert elevations, top of castings (manholes, inlets, etc.).
- 17

18 If the Contract calls for the Contracting Agency to do all surveying and staking, the
19 Contracting Agency will provide the elevations at the tolerances the Contracting Agency
20 requires for the Record Drawings.

21
22 When the Contract calls for the Contractor to do the surveying/staking, the applicable
23 tolerance limits include, but are not limited to the following:

24

	Vertical	Horizontal
As-built sanitary & storm invert and grate elevations	± 0.01 foot	± 0.01 foot
As-built monumentation	± 0.01 foot	± 0.01 foot
As-built waterlines, inverts, valves, hydrants	± 0.01 foot	± 0.01 foot
As-built ponds/swales/water features	± 0.01 foot	± 0.01 foot
As-built buildings (fin. Floor elev.)	± 0.01 foot	± 0.01 foot
As-built gas lines, power, TV, Tel, Com	± 0.01 foot	± 0.01 foot
As-built signs, signals, etc.	N/A	± 0.01 foot

25
26 Making Entries on the Record Drawings:

27
28 Use erasable colored pencil (not ink) for all markings on the Record Drawings, conforming to
29 the following color code:

30 Additions - Red
31 Deletions - Green
32 Comments - Blue
33 Dimensions - Graphite

34 Provide the applicable reference for all entries, such as the change order number, the
35 request for information (RFI) number, or the approved shop drawing number.

36
37 Date all entries.

38
39 Clearly identify all items in the entry with notes similar to those in the Contract Drawings
40 (such as pipe symbols, centerline elevations, materials, pipe joint abbreviations, etc.).

41

1 The Contractor shall certify on the Record Drawings that said drawings are an accurate
2 depiction of built conditions, and in conformance with the requirements detailed above. The
3 Contractor shall submit final Record Drawings to the Contracting Agency. Contracting
4 Agency acceptance of the Record Drawings is one of the requirements for achieving
5 Physical Completion.
6

7 Two lump sum prices of \$2,500 have been included in the Proposal for this work. Any
8 additional costs anticipated or incurred by the Contractor for the work shall be included in the
9 various lump sum unit price bid items as found in the Proposal. Payment for this item will be
10 made once Record Drawings have been submitted and approved.
11
12

13 **Control of Material**

14 **1-06.6 Recycled Materials** 15 *(January 4, 2016 APWA GSP)* 16 17

18 Delete this section, including its subsections, and replace it with the following:
19

20 The Contractor shall make their best effort to utilize recycled materials in the construction
21 of the project. Approval of such material use shall be as detailed elsewhere in the
22 Standard Specifications.
23

24 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
25 that were utilized in the construction of the project for each of the items listed in Section
26 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
27 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material
28 and aggregates from concrete returned to the supplier). The Contractor's report shall be
29 provided on DOT form 350-075 Recycled Materials Reporting.
30

31 **Legal Relations and Responsibilities to the Public**

32 **1-07.1 Laws to be Observed** 33 *(October 1, 2005 APWA GSP)* 34 35

36 Supplement this section with the following:
37

38 In cases of conflict between different safety regulations, the more stringent regulation
39 shall apply.
40

41 The Washington State Department of Labor and Industries shall be the sole and
42 paramount administrative agency responsible for the administration of the provisions of
43 the Washington Industrial Safety and Health Act of 1973 (WISHA).
44

45 The Contractor shall maintain at the project site office, or other well known place at the
46 project site, all articles necessary for providing first aid to the injured. The Contractor
47 shall establish, publish, and make known to all employees, procedures for ensuring
48 immediate removal to a hospital, or doctor's care, persons, including employees, who
49 may have been injured on the project site. Employees should not be permitted to work
50 on the project site before the Contractor has established and made known procedures
51 for removal of injured persons to a hospital or a doctor's care.
52

1 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
2 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
3 from their failure, or improper maintenance, use, or operation. The Contractor shall be
4 solely and completely responsible for the conditions of the project site, including safety
5 for all persons and property in the performance of the work. This requirement shall apply
6 continuously, and not be limited to normal working hours. The required or implied duty of
7 the Engineer to conduct construction review of the Contractor's performance does not,
8 and shall not, be intended to include review and adequacy of the Contractor's safety
9 measures in, on, or near the project site.

10 11 12 **1-07.2 State Taxes**

13
14 Delete this section, including its sub-sections, in its entirety and replace it with the following:

15 16 **1-07.2 State Sales Tax**

17 *(June 27, 2011 APWA GSP)*

18
19 The Washington State Department of Revenue has issued special rules on the State
20 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
21 Contractor should contact the Washington State Department of Revenue for answers to
22 questions in this area. The Contracting Agency will not adjust its payment if the
23 Contractor bases a bid on a misunderstood tax liability.

24
25 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
26 contract amounts. In some cases, however, state retail sales tax will not be included.
27 Section 1-07.2(2) describes this exception.

28
29 The Contracting Agency will pay the retained percentage (or release the Contract Bond if
30 a FHWA-funded Project) only if the Contractor has obtained from the Washington State
31 Department of Revenue a certificate showing that all contract-related taxes have been
32 paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the
33 Contractor any amount the Contractor may owe the Washington State Department of
34 Revenue, whether the amount owed relates to this contract or not. Any amount so
35 deducted will be paid into the proper State fund.

36 37 **1-07.2(1) State Sales Tax — Rule 171**

38
39 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
40 roads, etc., which are owned by a municipal corporation, or political subdivision of the
41 state, or by the United States, and which are used primarily for foot or vehicular traffic.
42 This includes storm or combined sewer systems within and included as a part of the
43 street or road drainage system and power lines when such are part of the roadway
44 lighting system. For work performed in such cases, the Contractor shall include
45 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
46 amounts, including those that the Contractor pays on the purchase of the materials,
47 equipment, or supplies used or consumed in doing the work.

48 49 **1-07.2(2) State Sales Tax — Rule 170**

50
51 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
52 existing buildings, or other structures, upon real property. This includes, but is not

1 limited to, the construction of streets, roads, highways, etc., owned by the state of
2 Washington; water mains and their appurtenances; sanitary sewers and sewage
3 disposal systems unless such sewers and disposal systems are within, and a part of, a
4 street or road drainage system; telephone, telegraph, electrical power distribution lines,
5 or other conduits or lines in or above streets or roads, unless such power lines become a
6 part of a street or road lighting system; and installing or attaching of any article of
7 tangible personal property in or to real property, whether or not such personal property
8 becomes a part of the realty by virtue of installation.
9

10 For work performed in such cases, the Contractor shall collect from the Contracting
11 Agency, retail sales tax on the full contract price. The Contracting Agency will
12 automatically add this sales tax to each payment to the Contractor. For this reason, the
13 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
14 contract amount subject to Rule 170, with the following exception.

15
16 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
17 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
18 consumable supplies not integrated into the project. Such sales taxes shall be included
19 in the unit bid item prices or in any other contract amount.
20

21 **1-07.2(3) Services**

22

23 The Contractor shall not collect retail sales tax from the Contracting Agency on any
24 contract wholly for professional or other services (as defined in Washington State
25 Department of Revenue Rules 138 and 244).
26

27 **Load Limits**

28

29 Section 1-07.7 is supplemented with the following:

30
31 *(March 13, 1995)*
32

33 If the sources of materials provided by the Contractor necessitates hauling over roads
34 other than State Highways, the Contractor shall, at the Contractor's expense, make all
35 arrangements for the use of the haul routes.
36

37 **Wages**

38

39 **(*****)**

40 **Apprentice Utilization**

41 Section 1-07 is supplemented with the following:

42
43 This Contract includes an Apprentice Utilization Requirement as defined in this
44 specification. No less than **fifteen percent (15.0%)** of project Labor Hours shall be
45 performed by Apprentices in accordance with Thurston County Code 15.20.030.
46

47 **Definitions**

48 For the purposes of this specification the following definitions apply:
49

- 50 1. Apprentice Utilization Requirement is expressed as a percentage of the project
51 Labor Hours performed by Apprentices.
52

2. Labor Hours are the total hours performed by all workers receiving an hourly wage who are directly employed on the project site including hours performed by workers employed by the prime Contractor and all Subcontractors. Labor Hours do not include hours performed by foremen, superintendents, owners, and workers who are not subject to prevailing wage requirements.
3. Apprentice is a person enrolled in a State-approved Apprenticeship Training Program.
4. State-approved Apprenticeship Training Program is an apprenticeship training program approved by the Washington State Apprenticeship Council.
5. Best Efforts is a demonstration that the Contractor has strived to meet the Apprentice Utilization Requirement including but not necessarily limited to the specific steps as described elsewhere in this specification.

Plan

The Contractor shall submit an "Apprentice Utilization Plan" (DOT form 422-115 EF) within 30 days of execution, demonstrating how and when they intend to achieve the Apprentice Utilization Requirement. The plan shall be updated and resubmitted as appropriate as the Work progresses. The intent is to provide the Project Engineer with enough information to track progress in meeting the utilization requirements.

Reporting

The Contractor shall submit a "Statement of Apprentice /Journeyman Participation" (DOT form 422-110 EF) on a monthly basis. The report shall be submitted to the Project Engineer by the last working day of the subsequent month, until the Physical Completion Date. The data reported shall be cumulative to date and consolidated to include the Contractor and all Subcontractors. At the Contractor's request, the Project Engineer may suspend this reporting requirement during periods of minimal or no applicable work activities on the project. The Contractor shall submit documentation of their Best Efforts if; (1) they are unable to provide a plan demonstrating how they intend to meet the Apprentice Utilization Requirement; or, (2) the project has been completed without meeting the Apprentice Utilization Requirement.

Contacts

The Contractor may obtain information on State-approved Apprenticeship Training Programs by contacting the Department of Labor and Industries at:

Specialty Compliance Services Division, Apprenticeship Section, P.O. Box 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.

Compliance

In the event that the Contractor is unable to accomplish the Apprentice Utilization Requirement, the Contractor shall demonstrate that a Good Faith Effort has been made as described elsewhere in this specification. Failure to comply with the requirements as specified may result in reduction or revocation of prequalification as allowed by WAC 468-16-190.

Best Efforts

In fulfilling the Best Efforts, the Contractor shall perform and, when appropriate, require its Subcontractors to perform the following steps:

- 1
- 2 1. Solicit Apprentice(s) from State-approved Apprenticeship Training Program(s)
- 3
- 4 2. Document the solicitation and, in the event Apprentice(s) are not available,
- 5 obtain supporting documentation from the solicited program(s).
- 6
- 7 3. Demonstrate that the plan was updated as required elsewhere in this
- 8 specification.
- 9
- 10 4. Provide documentation demonstrating what efforts the Contractor has taken to
- 11 require Subcontractors to solicit and employ Apprentice(s).
- 12

13 In the event that the preceding steps have been followed, the Contractor may also
14 supplement the Best Efforts documentation with the following documentation:

- 15
- 16 5. Submit documentation demonstrating successful Apprentice utilization on
- 17 previous contracts.
- 18
- 19 6. Submit documentation indicating company wide Apprentice utilization efforts
- 20 and percentages of attainment.
- 21

22 **Payment**

23 Compensation for all costs involved with complying with the conditions of this specification is
24 included in payment for the associated Contract items of work.

25 **1-07.9(5)A Required Documents**

26 *(December 30, 2022 APWA GSP)*

27 This section is revised to read as follows:

28
29 All Statements of Intent to Pay Prevailing Wages, Affidavits of Wages Paid and Certified
30 Payrolls, including a signed Statement of Compliance for Federal-aid projects, shall be
31 submitted to the Engineer and to the State L&I online Prevailing Wage Intent & Affidavit
32 (PWIA) system.
33
34

35 **Utilities and Similar Facilities**

36
37 Section 1-07.17 is supplemented with the following:

38
39 *(April 2, 2007)*

40
41 Locations and dimensions shown in the Plans for existing facilities are in accordance with
42 available information obtained without uncovering, measuring, or other verification.
43
44

45 ****

46
47 Puget Sound Energy Gas (PSEg) will be temporarily relocating their utility to the side of
48 the project location. The deactivation of the existing line is scheduled for June 19, 2023,
49 and PSEg will be supplying the contractor with steel conduit to install per plans.
50

51 Puget Sound Energy Electrical (PSEe) shall be notified three (3) weeks prior to pile driving
52 so that PSEg can de-energize the power lines prior to any piles being driven.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Puget Sound Energy Gas

Anthony Fay

(253) 213-2514

Tony.Fay@pse.com

Puget Sound Energy Electrical

Ryan Walsh

(253) 245-0798

Ryan.Walsh@pse.com

Lumen

Chris McCall

(360) 504-0481

Chris.Mccall@lumen.com

Comcast

Mark Torres

(206) 396-9334

Mark_Torres@comcast.com

1-07.18 Public Liability and Property Damage Insurance

Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance

(December 30, 2022 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of

- 1 guarantee acceptable to the Contracting Agency to assure financial responsibility for
2 liability for services performed.
3
- 4 D. The Contractor's Automobile Liability, Commercial General Liability and Excess or
5 Umbrella Liability insurance policies shall be primary and non-contributory insurance as
6 respects the Contracting Agency's insurance, self-insurance, or self-insured pool
7 coverage. Any insurance, self-insurance, or self-insured pool coverage maintained by the
8 Contracting Agency shall be excess of the Contractor's insurance and shall not contribute
9 with it.
10
- 11 E. The Contractor shall provide the Contracting Agency and all additional insureds with
12 written notice of any policy cancellation, within two business days of their receipt of such
13 notice.
14
- 15 F. The Contractor shall not begin work under the Contract until the required insurance has
16 been obtained and approved by the Contracting Agency
17
- 18 G. Failure on the part of the Contractor to maintain the insurance as required shall
19 constitute a material breach of contract, upon which the Contracting Agency may, after
20 giving five business days' notice to the Contractor to correct the breach, immediately
21 terminate the Contract or, at its discretion, procure or renew such insurance and pay any
22 and all premiums in connection therewith, with any sums so expended to be repaid to the
23 Contracting Agency on demand, or at the sole discretion of the Contracting Agency,
24 offset against funds due the Contractor from the Contracting Agency.
25
- 26 H. All costs for insurance shall be incidental to and included in the unit or lump sum prices
27 of the Contract and no additional payment will be made.
28

29 **1-07.18(2) Additional Insured**

30 All insurance policies, with the exception of Workers Compensation, and of Professional
31 Liability and Builder's Risk (if required by this Contract) shall name the following listed
32 entities as additional insured(s) using the forms or endorsements required herein:

- 33 ▪ the Contracting Agency and its officers, elected officials, employees, agents, and
34 volunteers
35

36 The above-listed entities shall be additional insured(s) for the full available limits of liability
37 maintained by the Contractor, irrespective of whether such limits maintained by the
38 Contractor are greater than those required by this Contract, and irrespective of whether the
39 Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits
40 lower than those maintained by the Contractor.
41

42 For Commercial General Liability insurance coverage, the required additional insured
43 endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing
44 operations and CG 20 37 10 01 for completed operations.
45

46 **1-07.18(3) Subcontractors**

47 The Contractor shall cause each subcontractor of every tier to provide insurance coverage
48 that complies with all applicable requirements of the Contractor-provided insurance as set
49 forth herein, except the Contractor shall have sole responsibility for determining the limits of
50 coverage required to be obtained by subcontractors.
51

1 The Contractor shall ensure that all subcontractors of every tier add all entities listed in
2 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by
3 that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20
4 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

5
6 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
7 Agency evidence of insurance and copies of the additional insured endorsements of each
8 subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.
9

10 **1-07.18(4) Verification of Coverage**

11 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
12 endorsements for each policy of insurance meeting the requirements set forth herein when
13 the Contractor delivers the signed Contract for the work. Failure of Contracting Agency to
14 demand such verification of coverage with these insurance requirements or failure of
15 Contracting Agency to identify a deficiency from the insurance documentation provided shall
16 not be construed as a waiver of Contractor's obligation to maintain such insurance.
17

18 Verification of coverage shall include:

- 19 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
- 20 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
21 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may
22 submit a copy of any blanket additional insured clause from its policies instead of a
23 separate endorsement.
- 24 3. Any other amendatory endorsements to show the coverage required herein.
- 25 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy
26 these requirements – actual endorsements must be submitted.
27

28 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
29 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is
30 required on this Project, a full and certified copy of that policy is required when the
31 Contractor delivers the signed Contract for the work.
32

33 **1-07.18(5) Coverages and Limits**

34 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
35 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
36 construed to limit the liability of the Contractor to the coverage provided by such insurance,
37 or otherwise limit the Contracting Agency's recourse to any remedy available at law or in
38 equity.
39

40 All deductibles and self-insured retentions must be disclosed and are subject to approval by
41 the Contracting Agency. The cost of any claim payments falling within the deductible or self-
42 insured retention shall be the responsibility of the Contractor. In the event an additional
43 insured incurs a liability subject to any policy's deductibles or self-insured retention, said
44 deductibles or self-insured retention shall be the responsibility of the Contractor.
45

46 **1-07.18(5)A Commercial General Liability**

47 Commercial General Liability insurance shall be written on coverage forms at least as broad
48 as ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
49 operations, stop gap liability, independent contractors, products-completed operations,
50 personal and advertising injury, and liability assumed under an insured contract. There shall

1 be no exclusion for liability arising from explosion, collapse or underground property
2 damage.
3
4 The Commercial General Liability insurance shall be endorsed to provide a per project
5 general aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
6
7 Contractor shall maintain Commercial General Liability Insurance arising out of the
8 Contractor's completed operations for at least three years following Substantial Completion
9 of the Work.
10
11 Such policy must provide the following minimum limits:
12 \$1,000,000 Each Occurrence
13 \$2,000,000 General Aggregate
14 \$2,000,000 Products & Completed Operations Aggregate
15 \$1,000,000 Personal & Advertising Injury each offence
16 \$1,000,000 Stop Gap / Employers' Liability each accident
17
18 **1-07.18(5)B Automobile Liability**
19 Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be
20 written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the
21 transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48
22 endorsements.
23
24 Such policy must provide the following minimum limit:
25 \$1,000,000 Combined single limit each accident
26
27 **1-07.18(5)C Workers' Compensation**
28 The Contractor shall comply with Workers' Compensation coverage as required by the
29 Industrial Insurance laws of the State of Washington.
30
31 **Public Convenience and Safety**
32
33 **Construction Under Traffic**
34
35 *(October 3, 2022)*
36
37 **Public Notification**
38
39 The Contractor shall notify *** the Thurston County Construction Manager ***, in
40 writing, *** at the pre-construction meeting. ***
41
42 The County shall notify the Public about the upcoming closure.
43

44 **1-08 PROSECUTION AND PROGRESS**
45
46 Add the following new section:
47
48 **1-08.0 Preliminary Matters**
49 *(May 25, 2006 APWA GSP)*

Add the following new section:

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:

1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

1-08.0(2) Hours of Work

(December 8, 2014 APWA GSP)

Except in the case of emergency or unless otherwise approved by the Engineer, the normal working hours for the Contract shall be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the Contractor desires different than the normal working hours stated above, the request must be submitted in writing prior to the preconstruction conference, subject to the provisions below. The working hours for the Contract shall be established at or prior to the preconstruction conference.

All working hours and days are also subject to local permit and ordinance conditions (such as noise ordinances).

If the Contractor wishes to deviate from the established working hours, the Contractor shall submit a written request to the Engineer for consideration. This request shall state what hours are being requested, and why. Requests shall be submitted for review no later than ****1 week**** prior to the day(s) the Contractor is requesting to change the hours.

If the Contracting Agency approves such a deviation, such approval may be subject to certain other conditions, which will be detailed in writing. For example:

1. On non-Federal aid projects, requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency representatives who worked during such times. (The Engineer may require

designated representatives to be present during the work. Representatives who may be deemed necessary by the Engineer include, but are not limited to: survey crews; personnel from the Contracting Agency's material testing lab; inspectors; and other Contracting Agency employees or third party consultants when, in the opinion of the Engineer, such work necessitates their presence.)

2. Considering the work performed on Saturdays, Sundays, and holidays as working days with regard to the contract time.
3. Considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period.
4. If a 4-10 work schedule is requested and approved the non working day for the week will be charged as a working day.
5. If Davis Bacon wage rates apply to this Contract, all requirements must be met and recorded properly on certified payroll

1-08.1 Subcontracting

(December 30, 2022 APWA GSP, Option A)

Section 1-08.1 is supplemented with the following:

Prior to any subcontractor or lower tier subcontractor beginning work, the Contractor shall submit to the Engineer a certification (WSDOT Form 420-004) that a written agreement between the Contractor and the subcontractor or between the subcontractor and any lower tier subcontractor has been executed. This certification shall also guarantee that these subcontract agreements include all the documents required by the Special Provision Federal Agency Inspection.

A subcontractor or lower tier subcontractor will not be permitted to perform any work under the contract until the following documents have been completed and submitted to the Engineer:

1. Request to Sublet Work (WSDOT Form 421-012), and
2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for Federal-aid Projects (WSDOT Form 420-004).

The Contractor shall submit to the Engineer a completed Monthly Retainage Report (WSDOT Form 272-065) within 15 calendar days after receipt of every monthly progress payment until every subcontractor and lower tier subcontractor's retainage has been released.

The Contractor's records pertaining to the requirements of this Special Provision shall be open to inspection or audit by representatives of the Contracting Agency during the life of the contract and for a period of not less than three years after the date of acceptance of the contract. The Contractor shall retain these records for that period. The Contractor shall also guarantee that these records of all subcontractors and lower tier subcontractors shall be available and open to similar inspection or audit for the same time period.

Progress Schedule

1-08.3(2)A Type A Progress Schedule

(December 30, 2022 APWA GSP)

Revise this section to read:

The Contractor shall submit Three (3) copies of a Type A Progress Schedule no later than at the preconstruction conference, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract. Installation of high visibility fencing adjacent to the roadway shall occur after the placement of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to inspect the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

1-08.4(1) Order Of Work

(*****)

Add the following new section:

Prior to starting construction and issuance of notice to proceed, the Contractor shall furnish the Contracting Agency with a schedule, sequence, and method of proceeding with the work. This schedule shall address all items herein and must be approved by the Contracting Agency prior to commencing any construction operations.

The Contracting Agency has made commitments with several jurisdictions, public users, property owners, and private utilities that the Contractor shall incorporate into the schedule

for this project. The following specific requirements shall be included into the project schedule:

- The Contractor shall coordinate with the Contracting Agency prior to any utility shutdown. Shutdowns for the following work shall last no longer than 8 hours and may not occur during or between the months of June and August:
 - Water main replacement on page W3
 - Water main replacement on page W4
 - Water main replacement on page W7

Time for Completion

Section 1-08.5 is supplemented with the following:

(March 13, 1995)

This project shall be physically completed within 80 working days.

1-08.5 Time for Completion

(December 30, 2022 APWA GSP, Option A)

Revise the third and fourth paragraphs to read:

Contract time shall begin on the first working day following the Notice to Proceed Date.

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and all partial or whole days the Engineer declares as unworkable. The statement will be identified as a Written Determination by the Engineer. If the Contractor does not agree with the Written Determination of working days, the Contractor shall pursue the protest procedures in accordance with Section 1-04.5. By failing to follow the procedures of Section 1-04.5, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

Revise the sixth paragraph to read:

The Engineer will give the Contractor written notice of the completion date of the contract after all the Contractor's obligations under the contract have been performed by the Contractor. The following events must occur before the Completion Date can be established:

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract.

- 1 The following documents must be received by the Project Engineer prior to
2 establishing a completion date:
- 3 a. Certified Payrolls (per Section 1-07.9(5)).
 - 4 b. Material Acceptance Certification Documents
 - 5 c. Monthly Reports of Amounts Credited as DBE Participation, as required by the
6 Contract Provisions.
 - 7 d. Final Contract Voucher Certification
 - 8 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
9 and all Subcontractors
 - 10 f. A copy of the Notice of Termination sent to the Washington State Department of
11 Ecology (Ecology); the elapse of 30 calendar days from the date of receipt of the
12 Notice of Termination by Ecology; and no rejection of the Notice of Termination
13 by Ecology. This requirement will not apply if the Construction Stormwater
14 General Permit is transferred back to the Contracting Agency in accordance with
15 Section 8-01.3(16).
 - 16 g. Property owner releases per Section 1-07.24

17
18 **1-08.9 Liquidated Damages**

19 *(March 3, 2021 APWA GSP, Option B)*

20
21 Revise the second and third paragraphs to read:

22
23 Accordingly, the Contractor agrees:

- 24
25 1. To pay (according to the following formula) liquidated damages for each
26 working day beyond the number of working days established for Physical
27 Completion, and
- 28
29 2. To authorize the Engineer to deduct these liquidated damages from any
30 money due or coming due to the Contractor.

31
32 **Liquidated Damages Formula**

33
34 $LD=0.15C/T$

35
36 Where:

37
38 LD = liquidated damages per working day (rounded to the nearest dollar)

39 C = original Contract amount

40 T = original time for Physical Completion

41
42 When the Contract Work has progressed to Substantial Completion as defined in the
43 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
44 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
45 overruns in Contract time occurring after the date so established, the formula for
46 liquidated damages shown above will not apply. For overruns in Contract time occurring
47 after the Substantial Completion Date, liquidated damages shall be assessed on the
48 basis of direct engineering and related costs assignable to the project until the actual
49 Physical Completion Date of all the Contract Work. The Contractor shall complete the
50 remaining Work as promptly as possible. Upon request by the Project Engineer, the

1 Contractor shall furnish a written schedule for completing the physical Work on the
2 Contract.

3
4 **Measurement and Payment**
5

6 1-09.2(1) General Requirements for Weighing Equipment
7 (*December 30, 2022 APWA GSP, Option 2*)

8 Revise item 4 of the fifth paragraph to read:
9

10
11 4. Test results and scale weight records for each day's hauling operations are provided
12 to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily
13 Report, unless the printed ticket contains the same information that is on the Scaleman's
14 Daily Report Form. The scale operator must provide an AM and PM tare weight for each
15 truck on the printed ticket.
16
17

18 1-09.2(5) Measurement
19 (*December 30, 2022 APWA GSP*)

20 Revise the first paragraph to read:
21

22 Scale Verification Checks – At the Engineer's discretion, the Engineer may perform
23 verification checks on the accuracy of each batch, hopper, or platform scale used in
24 weighing contract items of Work.
25

26 **1-09.6 Force Account**
27 (*December 30, 2022 APWA GSP*)
28

29 Supplement this section with the following:
30

31 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
32 all items to be paid per force account, only to provide a common proposal for Bidders. All
33 such dollar amounts are to become a part of Contractor's total bid. However, the
34 Contracting Agency does not warrant expressly or by implication, that the actual amount
35 of work will correspond with those estimates. Payment will be made on the basis of the
36 amount of work actually authorized by the Engineer.
37

38 **1-09.9 Payments**
39 (*December 30, 2022 APWA GSP*)
40

41 Section 1-09.9 is revised to read:
42

43 The basis of payment will be the actual quantities of Work performed according to the
44 Contract and as specified for payment.
45

46 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
47 Preconstruction Conference, to enable the Project Engineer to determine the Work
48 performed on a monthly basis. A breakdown is not required for lump sum items that

1 include a basis for incremental payments as part of the respective Specification. Absent
2 a lump sum breakdown, the Project Engineer will make a determination based on
3 information available. The Project Engineer's determination of the cost of work shall be
4 final.

5
6 Progress payments for completed work and material on hand will be based upon
7 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
8 established at the preconstruction conference.
9

10 The initial progress estimate will be made not later than 30 days after the Contractor
11 commences the work, and successive progress estimates will be made every month
12 thereafter until the Completion Date. Progress estimates made during progress of the
13 work are tentative, and made only for the purpose of determining progress payments.
14 The progress estimates are subject to change at any time prior to the calculation of the
15 final payment.
16

17 The value of the progress estimate will be the sum of the following:

- 18 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
19 work completed multiplied by the unit price.
- 20 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
21 breakdown for that item, or absent such a breakdown, based on the Engineer's
22 determination.
- 23 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
24 or other storage area approved by the Engineer.
- 25 4. Change Orders — entitlement for approved extra cost or completed extra work as
26 determined by the Engineer.
27

28 Progress payments will be made in accordance with the progress estimate less:

- 29 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 30 2. The amount of progress payments previously made; and
- 31 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
32 Contract Documents.
33

34 Progress payments for work performed shall not be evidence of acceptable performance
35 or an admission by the Contracting Agency that any work has been satisfactorily
36 completed. The determination of payments under the contract will be final in accordance
37 with Section 1-05.1.
38

39 Failure to perform obligations under the Contract by the Contractor may be decreed by the
40 Contracting Agency to be adequate reason for withholding any payments until compliance
41 is achieved.
42

43 Upon completion of all Work and after final inspection (Section 1-05.11), the amount due
44 the Contractor under the Contract will be paid based upon the final estimate made by the
45 Engineer and presentation of a Final Contract Voucher Certification to be signed by the
46 Contractor. The Contractor's signature on such voucher shall be deemed a release of all
47 claims of the Contractor unless a Certified Claim is filed in accordance with the
48 requirements of Section 1-09.11 and is expressly excepted from the Contractor's
49 certification on the Final Contract Voucher Certification. The date the Contracting Agency

1 signs the Final Contract Voucher Certification constitutes the final acceptance date
2 (Section 1-05.12).
3

4 If the Contractor fails, refuses, or is unable to sign and return the Final Contract Voucher
5 Certification or any other documentation required for completion and final acceptance of
6 the Contract, the Contracting Agency reserves the right to establish a Completion Date (for
7 the purpose of meeting the requirements of RCW 60.28) and unilaterally accept the
8 Contract. Unilateral final acceptance will occur only after the Contractor has been provided
9 the opportunity, by written request from the Engineer, to voluntarily submit such
10 documents. If voluntary compliance is not achieved, formal notification of the impending
11 establishment of a Completion Date and unilateral final acceptance will be provided by
12 email with delivery confirmation from the Contracting Agency to the Contractor, which will
13 provide 30 calendar days for the Contractor to submit the necessary documents. The 30
14 calendar day period will begin on the date the email with delivery confirmation is received
15 by the Contractor. The date the Contracting Agency unilaterally signs the Final Contract
16 Voucher Certification shall constitute the Completion Date and the final acceptance date
17 (Section 1-05.12). The reservation by the Contracting Agency to unilaterally accept the
18 Contract will apply to Contracts that are Physically Completed in accordance with Section
19 1-08.5, or for Contracts that are terminated in accordance with Section 1-08.10. Unilateral
20 final acceptance of the Contract by the Contracting Agency does not in any way relieve
21 the Contractor of their responsibility to comply with all Federal, State, tribal, or local laws,
22 ordinances, and regulations that affect the Work under the Contract.
23

24 Payment to the Contractor of partial estimates, final estimates, and retained percentages
25 shall be subject to controlling laws.
26

27 **1-09.11(3) Time Limitation and Jurisdiction**
28 *(December 30, 2022 APWA GSP)*
29

30 Revise this section to read:
31

32 For the convenience of the parties to the Contract it is mutually agreed by the parties that
33 all claims or causes of action which the Contractor has against the Contracting Agency
34 arising from the Contract shall be brought within 180 calendar days from the date of final
35 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
36 agreed that all such claims or causes of action shall be brought only in the Superior Court
37 of the county where the Contracting Agency headquarters is located, provided that where
38 an action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
39 The parties understand and agree that the Contractor's failure to bring suit within the time
40 period provided, shall be a complete bar to all such claims or causes of action. It is further
41 mutually agreed by the parties that when claims or causes of action which the Contractor
42 asserts against the Contracting Agency arising from the Contract are filed with the
43 Contracting Agency or initiated in court, the Contractor shall permit the Contracting Agency
44 to have timely access to all records deemed necessary by the Contracting Agency to assist
45 in evaluating the claims or action.
46

47 **1-09.13(1)A General**
48 *(December 30, 2022 APWA GSP)*
49

50 Revise this section to read:
51

1 Prior to seeking claims resolution through arbitration or litigation, the Contractor shall
2 proceed in accordance with Sections 1-04.5 and 1-09.11. The provisions of Sections 1-
3 04.5 and 1-09.11 must be complied with in full as a condition precedent to the Contractor's
4 right to seek claim resolution through binding arbitration or litigation.

5
6 Any claims or causes of action which the Contractor has against the Contracting Agency
7 arising from the Contract shall be resolved, as prescribed herein, through binding
8 arbitration or litigation.

9
10 The Contractor and the Contracting Agency mutually agree that those claims or causes of
11 action which total \$1,000,000 or less, which are not resolved by mediation, shall be
12 resolved through litigation unless the parties mutually agree in writing to resolve the claim
13 through binding arbitration.

14
15 The Contractor and the Contracting Agency mutually agree that those claims or causes of
16 action in excess of \$1,000,000, which are not resolved by mediation, shall be resolved
17 through litigation unless the parties mutually agree in writing to resolve the claim through
18 binding arbitration.

19 20 **Temporary Traffic Control**

21 22 **Traffic Control Management**

23 24 ***General***

25
26 Section 1-10.2(1) is supplemented with the following:

27
28 *(January 10, 2022)*

29
30 The Traffic Control Supervisor shall be certified by one of the following:

31
32 The Northwest Laborers-Employers Training Trust
33 27055 Ohio Ave.
34 Kingston, WA 98346
35 (360) 297-3035
36 <https://www.nwlett.edu>

37
38 Evergreen Safety Council
39 12545 135th Ave. NE
40 Kirkland, WA 98034-8709
41 1-800-521-0778
42 <https://www.esc.org>

43
44 The American Traffic Safety Services Association
45 15 Riverside Parkway, Suite 100
46 Fredericksburg, Virginia 22406-1022
47 Training Dept. Toll Free (877) 642-4637
48 Phone: (540) 368-1701
49 <https://altssa.com/training>

50
51 Integrity Safety
52 13912 NE 20th Ave.

1 Vancouver, WA 98686
2 (360) 574-6071
3 <https://www.integritysafety.com>
4
5 US Safety Alliance
6 (904) 705-5660
7 <https://www.ussafetyalliance.com>
8
9 K&D Services Inc.
10 2719 Rockefeller Ave.
11 Everett, WA 98201
12 (800) 343-4049
13 <https://www.kndservices.net>
14

15 **1-10.4(3) Reinstating Unit Items With Lump Sum Traffic Control**
16 *(August 2, 2004 WSDOT GSP)*

17 Section 1-10.4(3) is supplemented with the following:
18

19 This special provision presides over work shown on the 15-sheet plan titled “Marvin Road
20 Utility Relocation 2023” and the corresponding bid items on schedules B and C.
21

22 The bid proposal contains the item “Project Temporary Traffic Control,” lump sum and the
23 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),
24 Section 1-10.4(3), and Section 1-10.5(3) shall apply.
25

26 “Flaggers”, per hour.

27 “Portable Changeable Message Sign”, per hour.
28

29 **1-10.5(2) Item Bids With Lump Sum For Incidentals**
30 *(November 23, 2015 Lacey GSP)*

31 Section 1-10.5(2) is supplemented with the following:
32

33 This special provision presides over work shown on the 15-sheet plan titled “Marvin Road
34 Utility Relocation 2023” and the corresponding bid items on schedules B and C.
35

36 The City shall pay flagging hours only for paving operations. The paving traffic control plan
37 shall be approved by the Engineer. Flagging hours as part of utility main construction shall be
38 considered incidental and be accounted for in the lump sum price of “Project Temporary Traffic
39 Control.”
40
41

42 **Division 2**
43 **Earthwork**
44

45 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**
46

1 **2-01.1 Description**
2 *(October 16, 2009 Lacey GSP)*

3 Supplement this section with the following:

4
5 This special provision presides over work shown on the 15-sheet plan titled “Marvin Road
6 Utility Relocation 2023” and the corresponding bid items on schedules B and C.

7
8 The City of Lacey is a Tree City USA, and has deemed it necessary to protect all trees to the
9 best of their ability. Only the trees that are evaluated by a certified Arborist as being
10 diseased or detrimental to the project shall be removed as shown in the plans. The
11 Contractor shall conduct a site review noting all trees within the construction zone prior to
12 submitting a bid. Ease of construction, spoils, or stockpiling needs shall not justify tree
13 removal.

14
15 A high visibility fence shall be installed around all trees and vegetation as required by the
16 Engineer prior to beginning work. The Contractor shall be responsible for installing,
17 maintaining and removing the high visibility fence as required.

18
19 Disposal of all organic waste shall be by Disposal Method No. 2. Disposal Method No. 1 and
20 No. 3 will not be permitted in this contract. The City of Lacey encourages recycling of
21 organic material at a certified organic recycling center.

22
23 The Contractor shall take all precautions necessary to protect the public, property, trees, and
24 natural vegetation from harm. Any damage to utilities or other structures on public right-of-
25 way or private property shall be restored by the Contractor or authorized agent at the
26 Contractor's expense.

27
28
29 **2-01.5 Payment**
30 *(October 16, 2009 Lacey GSP)*

31 Modify this section with the following:

32
33 This special provision presides over work shown on the 15-sheet plan titled “Marvin Road
34 Utility Relocation 2023” and the corresponding bid items on schedules B and C.

35
36 The unit contract price per acre or lump sum for “Clearing and Grubbing” shall be full pay for
37 all work described in this section including “Roadside Cleanup”. If no bid item for “Clearing
38 and Grubbing” or “High Visibility Fence” is included in the proposal, any work described in
39 this section shall be incidental to the project.

40
41
42 **Removal of Structures and Obstructions**

43
44 **2-02.1 Description**
45 *(*****)*

46 Supplement this section with the following:

47
48 The following items plus all materials resulting from incidental work including clearing;
49 grubbing and roadside cleanup shall be removed from the job site, disposed of in a waste site
50 or when noted on the plans, delivered to the City.

1
2 This work consists of but shall not be limited to the following items:
3
4 Pavement Lane Markings (Buttons, Paint, Plastic, RPM)
5 Concrete Rocks and Stumps
6 Valve Boxes Meter Boxes
7 Fire Hydrants Pig Ports
8 Refuse Sidewalk
9 Sewer Cleanouts Roadside Cleanup
10 Water Valves and Fittings Manholes
11 Sewer Valves and Fittings Trees
12
13

14 **2-02.2 Video**
15 *(March 3, 2022 Lacey GSP)*

16 Add the following new section:
17

18 The Contractor shall provide pre-construction video of the existing conditions for the
19 construction area including all easements, streets, alleys, and driveways within the project
20 area. Further, video shall include existing drainage, driveways, sidewalks, and other frontage
21 improvements. The Contractor shall also provide pre-construction video of the existing
22 conditions of each face of an existing structure (houses, garages, sheds, fences, etc.), within
23 30 feet of the construction area.
24

25 The Contractor shall provide a copy of the video, in electronic format, to the City prior to any
26 construction.
27

28 All costs for providing and furnishing the pre-construction video shall be considered incidental
29 to the Project and no other payment will be allowed.
30
31

32 ***(February 17, 1998)***
33 ***Removal of Obstructions***
34 *********
35

36 The following removal items shall be paid for under lump sum price for "Removal of
37 Structures and Obstructions":
38

Item	Description	Approx. Qty	Unit	Notes
1	Removal of Guardrail	1,100	LF	See plans for extents of Removal.
2	Removal of Approach Slab	2	EA	
3	Removal of Abandoned Gas Line	550	LF	To be removed and disposed of by contractor.
4	Removal of Abandoned Lumen Utilities. Includes Vault	1	LS	Includes all materials associated with the Lumen Utility.

5	Well Decommissioning	3	EA	The decommissioning of the well shall be by a licensed driller. The contractor shall be required to obtain permits approval and meet all required conditions.
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Item 1 Removal of guardrail included the removal and disposal of guardrail materials. .

Item 3 Removal of abandoned gas line includes the disposal of the pipe material for the length of the project site.

Item 4 Removal of abandoned Lumen Utilities includes the removal and disposal of utility cables, vault, and any other utility materials associated the Lumen/Century Link utility.

2-02.3 Construction Requirements

(***** Lacey GSP)

Supplement this section with the following:

Unless otherwise noted, valves, valve boxes, and meter boxes shall be removed entirely.

Where shown on the plans, manholes and pig ports may be removed to a point 5 feet below the subgrade and the cavity filled with gravel borrow compacted to 95% of maximum density. Where existing pipe is to be abandoned, the Contractor shall seal the pipe with commercial concrete.

The removal of an existing hydrant assembly shall consist of turning off the gate valve, removing the existing hydrant assembly, valve box and anything else that is within 2' of the finished grade. Cap or plug the existing valve after the existing hydrant assembly has been removed. The Contractor shall return the existing fire hydrant assembly to the City. If the existing hydrant is damaged due to the Contractor's negligence, the Contractor shall replace the hydrant with a new hydrant.

Hydrant assemblies and water meters shall be salvaged and delivered to the City of Lacey Shop located at 1200 College St. S.E.

The Contractor shall use due care and caution during removal and transportation of the salvaged material so that no damage occurs to the salvaged material. Any damage caused by the Contractor shall be deducted from the amount due.

2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters

(*****)

Supplement this section with the following:

This special provision presides over work shown on the 15-sheet plan titled "Marvin Road Utility Relocation 2023" and the corresponding bid items on schedules B and C.

In removing pavement, sidewalks, and curbs, the Contractor shall:

1. Mark all cut lines in the field and have the Engineer approve them prior to commencing cutting operations. The Engineer reserves the right to adjust removal to the nearest construction joint.
2. Make a vertical saw cut between any existing pavement, sidewalk, or curb that is to remain and the portion to be removed.
3. All sawcuts shall be continuous and made with saws designed specifically for this purpose; no skip cutting, wheel cutting, or jack hammering will be allowed unless given prior approval by the Engineer.
4. Replace at no expense to the Contracting Agency any pavement designated to remain that is damaged during the removal of other pavement. All damaged sidewalks and curbs shall be replaced to the nearest existing joint.
5. Haul all broken-up pieces of pavement, sidewalks, and curbs to an off-project disposal site.

All transitions to existing asphalt or cement concrete driveways, parking lots, curb and gutter and walkways shall be vertically sawcut full-depth with straight, uniform edges. Existing asphalt pavement roadway edge may be cut with a wheel, provided the wheel cut is full depth and no damage occurs to the pavement which is to remain. Neither impact tools nor pavement breakers may be used for trench crossing of existing pavement. Trench crossing of existing pavement shall be vertically sawcut.

When sawcutting the existing roadway is needed to widen the road to perform excavation, the Contractor shall take extra precaution to make a neat, uniform cut, and shall sawcut pavement to full depth, regardless of number of passes necessary. Compaction of asphalt near the sawcut is critical and a vertical, neat line sawcut is required. If in the opinion of the Engineer, the cut is not satisfactory due to Contractor's workmanship or equipment, or if the sawcut becomes damaged and irregular, the Contractor shall fix the problem to the satisfaction of the Engineer, at Contractor's own expense.

Measurement

Section 2-02.4 is supplemented with the following:

(*****)

"Sawcut Asphalt Conc. Pavement" will be measured by the linear foot (LF) for the locations shown on the plans. The depth of the existing pavement varies from **5 to 7 inches**, however, if the actual field conditions differ from this estimate depth no additional compensation will be made.

"Pulverizing Existing Asphalt Pavement" shall be measured per square yard (SY) of existing bituminous pavement pulverized.

Payment

Section 2-02.5 is supplemented with the following:

(*****)

The lump sum price "Removal of Structure and Obstruction" shall be full pay to complete the work as described above.

The items listed below will be paid separately from Removal of Structure and Obstruction" and will be paid as follows:

"Sawcut Asphalt Conc. Pavement" per linear foot (LF). The unit Contract price per linear foot shall be full payment for all costs incurred to perform the work and seal the joint.

"Pulverizing Existing Asphalt Pavement", SY

"Planing Bituminous Pavement", SY, for planing the existing pavement for a thickness of up to **seven inches (2")**.

2-03 Roadway Excavation and Embankment

Section 2-03.1 Description

Section 2-03.1 is supplemented with the following:

Roadway excavation including haul shall include excavation and disposal of native soils, pavement, and rip rap within the extents shown on the typical sections. Roadway excavation shall include the excavation required for geosynthetic retaining walls and load transfer platform. Dewatering shall be incidental to roadway excavation including haul.

Section 2-03.5 Payment

Section 2-03.5 is supplemented with the following:

"Gravel Borrow Incl. Haul", per ton shall include placement and installation of the PSE-provided steel casing, including design and installation of any MSE wall penetrations and bridge abutment penetrations required.

2-05 TRENCH SAFETY SYSTEM

(October 16, 2009 Lacey GSP)

2-05.1 Description

This work consists of furnishing, utilizing, moving, and maintaining a trench safety system.

2-05.3 Construction Requirements

1 The Contractor shall comply with all applicable state laws, OSHA, WISHA requirements, and
2 Department of Labor and Industries regulations governing trench excavation and pipe laying.

3
4 If extra excavation is used in lieu of, or in addition to shoring, cribbing, trench shields, or
5 trench boxes, and select backfill material is required in the trench zone, then select backfill
6 shall be used in the extra excavation zone.

7
8 **2-05.4 Measurement**

9
10 Trench safety system shall be paid for per lump sum regardless of the type, size and
11 quantity used.

12 **2-05.5 Payment**

13
14 The lump sum contract price for "Trench Safety System" shall be full compensation for all
15 labor, tools, equipment, and materials necessary to comply with the requirements stated
16 above.

17
18
19
20 **Structure Excavation**

21
22 **Construction Requirements**

23
24 ***General Requirements***

25
26 **2-09.3(1)E Backfilling**

27 *(October 16, 2009 Lacey GSP)*

28 Modify this section with the following:

29
30 This special provision presides over work shown on the 15-sheet plan titled "Marvin Road
31 Utility Relocation 2023" and the corresponding bid items on schedules B and C.

32
33 Controlled Density Fill shall meet the following requirements:

34 1750# Sand,
35 1750# Pea Gravel,
36 230# Water,
37 141# Portland Cement,
38 6 ounces Water Reducing Agent per 100 lbs. cement.

39
40 The Controlled Density Fill will require 24 hours of cure time, or as directed by the Engineer.
41 Prior to backfill, all appurtenances shall be covered with 11 mill plastic as directed by the
42 Engineer. The Contractor shall have a steel plate cover placed and anchored over the trench
43 until the Engineer determines the mixture is sufficiently cured, so that a temporary or
44 permanent patch can be placed. This process shall be coordinated so that there will be
45 minimum inconvenience to the public.

46
47
48 The first paragraph of Section 2-09.4 is revised to read as follows:
49

1 (*****)
2 Excavated materials will be measured in their original position by the cubic yard. The
3 Contracting Agency will measure and pay for only the material excavated from inside the limits
4 shown in the plans. If the Contractor excavates outside these limits or performs extra
5 excavation as described in Section 2-09.3(3)B, it shall be considered for the Contractor's
6 benefit and shall be included in the cost of other Bid items.
7

8 **2-09.5 Payment**

9 *(October 16, 2009 Lacey GSP)*

10 Modify this section with the following:

11
12 This special provision presides over work shown on the 15-sheet plan titled "Marvin Road
13 Utility Relocation 2023" and the corresponding bid items on schedules B and C.

14
15 Structure Excavation Including Haul, and Shoring or Extra Excavation shall be incidental to
16 the structure to be constructed unless a bid item is provided.
17
18

19 **2-14 DEWATERING**

20 *(November 20, 2020 Lacey GSP)*

21 Add the following new sections:

22

23 **2-14.1 Description**

24

25 This work consists of furnishing all labor, tools, equipment, and materials required for
26 dewatering as the work and Engineer requires to maintain a dry excavation by diverting or
27 removing both groundwater and surface water.
28

29 **2-14.3 Construction Requirements**

30

31 This section shall preside over work required to complete utility relocation on behalf of the
32 City of Lacey.
33

34 Excavations must be kept free of water. The Contractor must control surface run-off and
35 groundwater so as to prevent entry or collection of water in excavations and to maintain the
36 undisturbed state of the native subgrade.
37

38 The Contractor must submit the method and installation of the dewatering system to the
39 Engineer at least 20 working days prior to installation of dewatering systems.
40

41 Disposal of the water must not cause injury to public or private property, or nuisance to the
42 public. Sufficient pumping and power equipment in good working condition must be
43 available at all times for all emergencies, including power outage. Competent personnel
44 must be available at all times for the operation of the dewatering system. Water discharge
45 must comply with required permits from the City of Lacey and/or Thurston County, state and
46 federal agencies as appropriate, and be conducted per Section 8-01.
47

48 **2-14.5 Payment**

49

1 “Dewatering”, by force account as provided in Section 1-09.6. “Dewatering” shall be full pay
2 for submitting a Dewatering Plan, furnishing all labor, tools, equipment, and materials
3 required for dewatering, all Work required during construction and to keep the work area dry
4 during construction, and backfilling as specified. This shall also include removal of all
5 dewatering equipment and materials, backfill and restoration, and any additional worked
6 deemed necessary by the Engineer. To provide a common proposal for all bidders, the
7 Contracting Agency has entered an amount in the Proposal to become a part of the
8 Contractor’s total Bid.

9
10 **Division 3**
11 **Aggregate Production and Acceptance**
12

13 **Production From Quarry and Pit Sites**

14
15 **Material Sources, General Requirements**
16

17 Section 3-01.2 is supplemented with the following:

18
19 (*****)

20 The Contractor is advised that Thurston County ordinance requires that all gravel mines must
21 be registered with the Thurston County Division of Environmental Health. A current list of
22 registered gravel mines is available by contacting the Public Works Department
23 (360-867-2300). The Contractor shall assure that materials have been obtained in ways and
24 from sources that do not violate State or county laws and ordinances. This shall include
25 compliance with the requirements of the Dept. of Natural Resources, R.C.W. 78.44, and
26 Thurston County Mineral Extraction Code 17.20. Prior to commencing operations at the site,
27 the Contractor shall furnish evidence to the Engineer that this requirement has been met.

28
29 The Contractor shall make arrangements to obtain the necessary materials at no expense to
30 the County, and all costs of acquiring, producing, and placing this material in the finished work
31 shall be included in the unit contract prices for the various items involved. All costs involved in
32 complying with the requirements of a reclamation permit from the Dept. of Natural Resources
33 or the Thurston County Mineral Extraction Code, for Contractor provided sites shall be
34 incidental to the materials produced from said site(s).

35
36
37
38 **Division 5**
39 **Surface Treatments and Pavements**
40

41 **5-04 Hot Mix Asphalt**
42

43 Delete Section 5-04 Hot Mix Asphalt and replace it with the following:

44 (*****)

45 **Fiber Reinforced HMA**
46

47 **5-04.1 Description**
48

49 This work shall consist of providing and placing Fiber Reinforced HMA in accordance with
50 these Specifications and lines, grades, thicknesses and typical cross-sections shown in
51 the plans.

Reinforcing Fibers:

- High tensile strength synthetic aramid fiber blend specially formulated to reinforce hot mix asphalt.

5-04.2 Materials

Reinforcing Fibers:

1. Provide a reinforcing fiber blend of virgin polyolefins and virgin aramids that meets the following requirements:

Reinforcing Fiber Material Properties		
Property	Polyolefin	Aramid
Form	Fibrillated	Monofilament
Nominal Specific Gravity	0.91	1.44
Tensile Strength ¹ (psi)	NA ²	400,000
Maximum Length (in)	0.75	0.75

1. ASTM D7269, Standard Test Method for Tensile Testing of Aramid Yarns

2. Polyolefin fibers will melt or become plastically deformed during production

2. If an alternative reinforcing fiber product that is not a blend of aramid and polyolefin fibers is proposed for use on the project, follow submittal requirements in part 2 of section 5-04.2(2) below.

5-04.2(2) Mix Design – Obtaining Project Approval

Reinforcing Fibers:

1. Submit the following as part of the materials submittal approval process:
 - a. Representative fiber product sample.
 - b. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
 - c. Manufacturer's instructions and general recommendations.
2. For alternative reinforcing fiber products that do not meet material property requirements in section 5-04.2 above, the following performance verification data must be submitted.
 - a. Indirect Tensile (IDT) Strength Tests from a minimum of three (3) separate laboratory trials.
 1. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.
 2. Perform indirect tensile tests using the protocol from AASHTO T-322-12 or ASTM D6932-12
 3. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 4. Indirect tensile test results from fiber specimens shall show an average tensile strength increase of 30 percent over control specimen with no less than 25 percent increase of average tensile strength.

- b. Fiber extraction results from a minimum of three (3) separate laboratory trials.
 1. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.
 2. Perform fiber extraction based on modified ASTM D-2172 procedures as provided in the document entitled "Extraction of aramid fibers from fiber reinforced asphalt concrete". A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials laboratory at Arizona State University at NCE@asu.edu.
 3. Samples must be obtained during a production run of FRAC mixed at a full-scale asphalt plant.
 4. Fiber extraction results should result in an average extracted fiber content of not less than 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
- c. A minimum of five unique project examples and references where the submitted fiber was used within 500 miles of the project location.

5-04.3(3)A Mixing Plant

Reinforcing Fibers:

1. Delivery & Storage: Deliver fiber-reinforcement to plant in sealed, undamaged containers with labels intact and legible, indicating material name and lot number. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.
2. Add aramid/polyolefin reinforcing fiber blends at a dosage rate of 1lb per ton of asphalt.
3. If using fibers that did not meet the requirements of the above part 1 of section 5-04.2 then add reinforcing fibers at the dosage that achieves the IDT and Fiber Extraction Test results required in part 2 of section 5-04.2(2).
4. Have a fiber manufacturer's representative on site during mixing and production. An automatic fiber feeder is required and daily reports with the feeding quantities is required to be submitted to the Engineer.
5. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.
6. Drum Plant:

- a. Inject fibers through the RAP collar by feeding them with a blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
- b. When using the blower tube system, add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

5-04.3(3)C Pavers

Reinforcing Fibers:

1. Follow manufacturer's representative's recommendations for placement of FRAC.
2. Visually observe FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
3. Remove any observed fiber balls from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber ball development.

5-04.1 Description

This Work shall consist of providing and placing one or more layers of plant-mixed hot mix asphalt (HMA) on a prepared foundation or base in accordance with these Specifications and the lines, grades, thicknesses, and typical cross-sections shown in the Plans. The manufacture of HMA may include warm mix asphalt (WMA) processes in accordance with these Specifications. WMA processes include organic additives, chemical additives, and foaming.

HMA shall be composed of asphalt binder and mineral materials as may be required, mixed in the proportions specified to provide a homogeneous, stable, and workable mixture.

5-04.2 Materials

Materials shall meet the requirements of the following sections:

Asphalt Binder 9-02.1(4)

1	Cationic Emulsified Asphalt	9-02.1(6)
2	Anti-Stripping Additive	9-02.4
3	HMA Additive	9-02.5
4	Aggregates	9-03.8
5	Recycled Asphalt Pavement	9-03.8(3)B
6	Mineral Filler	9-03.8(5)
7	Recycled Material	9-03.21
8	Portland Cement	9-01
9	Sand	9-03.1(2)
10	(As noted in 5-04.3(5)C for crack sealing)	
11	Joint Sealant	9-04.2
12	Foam Backer Rod	9-04.2(3)A

13 The Contract documents may establish that the various mineral materials required for
 14 the manufacture of HMA will be furnished in whole or in part by the Contracting Agency.
 15 If the documents do not establish the furnishing of any of these mineral materials by the
 16 Contracting Agency, the Contractor shall be required to furnish such materials in the
 17 amounts required for the designated mix. Mineral materials include coarse and fine
 18 aggregates, and mineral filler.

19
 20 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the production
 21 of HMA. The RAP may be from pavements removed under the Contract, if any, or
 22 pavement material from an existing stockpile.

23
 24 The Contractor may use up to 20 percent RAP by total weight of HMA with no additional
 25 sampling or testing of the RAP. The RAP shall be sampled and tested at a frequency of
 26 one sample for every 1,000 tons produced and not less than ten samples per project.
 27 The asphalt content and gradation test data shall be reported to the Contracting Agency
 28 when submitting the mix design for approval on the QPL. The Contractor shall include
 29 the RAP as part of the mix design as defined in these Specifications.

30
 31 The grade of asphalt binder shall be as required by the Contract. Blending of asphalt
 32 binder from different sources is not permitted.

33
 34 The Contractor may only use warm mix asphalt (WMA) processes in the production of
 35 HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall submit to
 36 the Engineer for approval the process that is proposed and how it will be used in the
 37 manufacture of HMA.

38
 39 Production of aggregates shall comply with the requirements of Section 3-01.
 40 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
 41 aggregates from stockpiles shall comply with the requirements of Section 3-02.

42

43 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

44 The contractor shall submit all the project mix designs for inclusion in the Qualified
 45 Products List (QPL). Please follow the WSDOT process outlined in Standard
 46 Specification 5-04.2(1).

47

1 **5-04.2(1)A Vacant**

2
3 **5-04.2(2) Mix Design – Obtaining Project Approval**

4 No paving shall begin prior to the approval of the mix design by the Engineer.

5 No mix design will be approved without being evaluated by WSDOT Lab and listed on
6 the WSDOT QPL List for HMA mix design.

7 Maximum allowable RAP is twenty percent (20%).

8 The number of ESAL's for the design and acceptance of the HMA shall be ***

9 **3 (three)***** million.

10 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial HMA
11 in the contract documents.

12
13 **Commercial** evaluation will be used for Commercial HMA and for other classes of HMA
14 in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails,
15 gores, prelevel, and pavement repair. Other nonstructural applications of HMA accepted
16 by commercial evaluation shall be as approved by the Project Engineer. Sampling and
17 testing of HMA accepted by commercial evaluation will be at the option of the Project
18 Engineer. The Proposal quantity of HMA that is accepted by commercial evaluation will
19 be excluded from the quantities used in the determination of nonstatistical evaluation.

20
21 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the contractor
22 shall provide one of the following mix design verification certifications for Contracting
23 Agency review;

- 24
25
 - The WSDOT Mix Design Evaluation Report from the current WSDOT QPL

26
27 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 28
29
 - Have the aggregate structure and asphalt binder content determined in
 - 30 accordance with WSDOT Standard Operating Procedure 732 and meet the
 - 31 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts and
 - 32 stripping are at the discretion of the Engineer, and 9-03.8(6).
 - 33 • Have anti-strip requirements, if any, for the proposed mix design determined in
 - 34 accordance with AASHTO T 283 or T 324, or based on historic anti-strip and
 - 35 aggregate source compatibility from previous WSDOT lab testing.

36
37 At the discretion of the Engineer, agencies may accept verified mix designs older than 12
38 months from the original verification date with a certification from the Contractor that the
39 materials and sources are the same as those shown on the original mix design.

40
41 Commercial Evaluation Approval of a mix design for “Commercial Evaluation” will be
42 based on a review of the Contractor’s submittal of WSDOT Form 350-042 (For
43 commercial mixes, AASHTO T 324 evaluation is not required) or a Mix Design from the
44 current WSDOT QPL or from one of the processes allowed by this section. Testing of the
45 HMA by the Contracting Agency for mix design approval is not required.

46
47 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and
48 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.

5-04.2(2)B Using Warm Mix Asphalt Processes

The Contractor may elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:

- Do not use additives that reduce the mixing temperature more than allowed in Section 5-04.3(6) in the production of mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

5-04.3(1) Weather Limitations

Do not place HMA for wearing course on any Traveled Way beginning October 1st through March 31st of the following year without written concurrence from the Engineer.

Do not place HMA on any wet surface, or when the average surface temperatures are less than those specified below, or when weather conditions otherwise prevent the proper handling or finishing of the HMA.

Minimum Surface Temperature for Paving

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

5-04.3(2) Paving Under Traffic

When the Roadway being paved is open to traffic, the requirements of this Section shall apply.

The Contractor shall keep intersections open to traffic at all times except when paving the intersection or paving across the intersection. During such time, and provided that there has been an advance warning to the public, the intersection may be closed for the minimum time required to place and compact the mixture. In hot weather, the Engineer may require the application of water to the pavement to accelerate the finish rolling of the pavement and to shorten the time required before reopening to traffic.

Before closing an intersection, advance warning signs shall be placed and signs shall also be placed marking the detour or alternate route.

During paving operations, temporary pavement markings shall be maintained throughout the project. Temporary pavement markings shall be installed on the Roadway prior to opening to traffic. Temporary pavement markings shall be in accordance with Section 8-23.

All costs in connection with performing the Work in accordance with these requirements, except the cost of temporary pavement markings, shall be included in the unit Contract prices for the various Bid items involved in the Contract.

5-04.3(3) Equipment

5-04.3(3)A Mixing Plant

Plants used for the preparation of HMA shall conform to the following requirements:

1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of asphalt binder shall be equipped to heat and hold the material at the required temperatures. The heating shall be accomplished by steam coils, electricity, or other approved means so that no flame shall be in contact with the storage tank. The circulating system for the asphalt binder shall be designed to ensure proper and continuous circulation during the operating period. A valve for the purpose of sampling the asphalt binder shall be placed in either the storage tank or in the supply line to the mixer.
2. **Thermometric Equipment** – An armored thermometer, capable of detecting temperature ranges expected in the HMA mix, shall be fixed in the asphalt binder feed line at a location near the charging valve at the mixer unit. The thermometer location shall be convenient and safe for access by Inspectors. The plant shall also be equipped with an approved dial-scale thermometer, a mercury actuated thermometer, an electric pyrometer, or another approved thermometric instrument placed at the discharge chute of the drier to automatically register or indicate the temperature of the heated aggregates. This device shall be in full view of the plant operator.
3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall not exceed the maximum recommended by the asphalt binder manufacturer nor shall it be below the minimum temperature required to maintain the asphalt binder in a homogeneous state. The asphalt binder shall be heated in a manner that will avoid local variations in heating. The heating method shall provide a continuous supply of asphalt binder to the mixer at a uniform average temperature with no individual variations exceeding 25°F. Also, when a WMA additive is included in the asphalt binder, the temperature of the asphalt binder shall not exceed the maximum recommended by the manufacturer of the WMA additive.
4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be equipped with a mechanical sampler for the sampling of the mineral materials. The mechanical sampler shall meet the requirements of Section 1-05.6 for the crushing and screening operation. The Contractor shall provide for the setup and operation of the field testing facilities of the Contracting Agency as provided for in Section 3-01.2(2).
5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of the following methods:
 - a. A mechanical sampling device attached to the HMA plant.

- b. Platforms or devices to enable sampling from the hauling vehicle without entering the hauling vehicle.

5-04.3(3)B Hauling Equipment

Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall have a cover of canvas or other suitable material of sufficient size to protect the mixture from adverse weather. Whenever the weather conditions during the work shift include, or are forecast to include, precipitation or an air temperature less than 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall be securely attached to protect the HMA.

The contractor shall provide an environmentally benign means to prevent the HMA mixture from adhering to the hauling equipment. Excess release agent shall be drained prior to filling hauling equipment with HMA. Petroleum derivatives or other coating material that contaminate or alter the characteristics of the HMA shall not be used. For live bed trucks, the conveyer shall be in operation during the process of applying the release agent.

5-04.3(3)C Pavers

HMA pavers shall be self-contained, power-propelled units, provided with an internally heated vibratory screed and shall be capable of spreading and finishing courses of HMA plant mix material in lane widths required by the paving section shown in the Plans.

The HMA paver shall be in good condition and shall have the most current equipment available from the manufacturer for the prevention of segregation of the HMA mixture installed, in good condition, and in working order. The equipment certification shall list the make, model, and year of the paver and any equipment that has been retrofitted.

The screed shall be operated in accordance with the manufacturer's recommendations and shall effectively produce a finished surface of the required evenness and texture without tearing, shoving, segregating, or gouging the mixture. A copy of the manufacturer's recommendations shall be provided upon request by the Contracting Agency. Extensions will be allowed provided they produce the same results, including ride, density, and surface texture as obtained by the primary screed. Extensions without augers and an internally heated vibratory screed shall not be used in the Traveled Way.

When specified in the Contract, reference lines for vertical control will be required. Lines shall be placed on both outer edges of the Traveled Way of each Roadway. Horizontal control utilizing the reference line will be permitted. The grade and slope for intermediate lanes shall be controlled automatically from reference lines or by means of a mat referencing device and a slope control device. When the finish of the grade prepared for paving is superior to the established tolerances and when, in the opinion of the Engineer, further improvement to the line, grade, cross-section, and smoothness can best be achieved without the use of the reference line, a mat referencing device may be substituted for the reference line. Substitution of the device will be subject to the continued approval of the Engineer. A joint matcher may be used subject to the approval of the Engineer. The reference line may be removed after the completion of the first course of HMA when approved by the Engineer. Whenever the Engineer determines that

any of these methods are failing to provide the necessary vertical control, the reference lines will be reinstalled by the Contractor.

The Contractor shall furnish and install all pins, brackets, tensioning devices, wire, and accessories necessary for satisfactory operation of the automatic control equipment.

If the paving machine in use is not providing the required finish, the Engineer may suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids spilled on the pavement shall be thoroughly removed before paving proceeds.

Safety Edge

Attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees (not steeper than 35 degrees). Maintain contact between the device and the road shoulder surface, and allow for automatic transition to cross roads, driveways and obstructions. Use the device to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Do not use conventional single plate strike off.

Use the TransTech Shoulder Wedge Maker, Carlson Safety Edge, Advant-Edge, or a similar approved-equal device that produces the same wedge consolidation results.

Contact information for these wedges shape compaction devices is the following:

TransTech Systems, Inc.

1594 State Street
Schenectady, NY 12304
www.transtechsys.com

Carlson Paving Products, Inc.

18425 50th Avenue East
Tacoma, WA 98446
(253) 875-8000
<https://carlsonpavingproducts.com/>

Advant-Edge Paving Equipment LLC

P.O. Box 9163
Niskayuna, NY 12309-0163
Ph. 518-280-6090
www.advantedgepaving.com

If electing to use a similar device, provide proof that the device has been used on previous project with acceptable results or construct a test section prior to the beginning of work and demonstrate wedge compact to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts or otherwise authorized by the Project Engineer.

All costs for labor, equipment related to Safety Edge shall be included in the prices for HMA bid items.

1 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

2 A Material Transfer Device/Vehicle (MTD/V) is required when placing Hot Mix Asphalt for
3 CRP-98221. Paving for CRP-98410 may be performed without an MTD/V. Pick-up
4 machines are not allowed.

5
6 The MTD/V shall mix the HMA after delivery by the hauling equipment and prior to
7 laydown by the paving machine. Mixing of the HMA shall be sufficient to obtain a uniform
8 temperature throughout the mixture. If a windrow elevator is used, the length of the
9 windrow may be limited in urban areas or through intersections, at the discretion of the
10 Engineer.

11
12 To be approved for use, an MTV:

- 13
14 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
15 2. Shall not be connected to the hauling vehicle or paver.
16 3. May accept HMA directly from the haul vehicle.
17 4. Shall mix the HMA after delivery by the hauling equipment and prior to
18 placement into the paving machine.
19 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
20 mixture.

21
22 To be approved for use, an MTD:

- 23
24 1. Shall be positively connected to the paver.
25 2. May accept HMA directly from the haul vehicle.
26 3. Shall mix the HMA after delivery by the hauling equipment and prior to
27 placement into the paving machine.
28 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
29 mixture.

30
31 **5-04.3(3)E Rollers**

32 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in good
33 condition and capable of reversing without backlash. Operation of the roller shall be in
34 accordance with the manufacturer's recommendations. When ordered by the Engineer
35 for any roller planned for use on the project, the Contractor shall provide a copy of the
36 manufacturer's recommendation for the use of that roller for compaction of HMA. The
37 number and weight of rollers shall be sufficient to compact the mixture in compliance
38 with the requirements of Section 5-04.3(10). The use of equipment that results in
39 crushing of the aggregate will not be permitted. Rollers producing pickup, washboard,
40 uneven compaction of the surface, displacement of the mixture or other undesirable
41 results shall not be used.

42
43 **5-04.3(4) Preparation of Existing Paved Surfaces**

44 When the surface of the existing pavement or old base is irregular, the Contractor shall
45 bring it to a uniform grade and cross-section as shown on the Plans or approved by the
46 Engineer.

Preleveling of uneven or broken surfaces over which HMA is to be placed may be accomplished by using an asphalt paver, a motor patrol grader, or by hand raking, as approved by the Engineer.

Compaction of preleveling HMA shall be to the satisfaction of the Engineer and may require the use of small steel wheel rollers, plate compactors, or pneumatic rollers to avoid bridging across preleveled areas by the compaction equipment. Equipment used for the compaction of preleveling HMA shall be approved by the Engineer.

Before construction of HMA on an existing paved surface, the entire surface of the pavement shall be clean. All fatty asphalt patches, grease drippings, and other objectionable matter shall be entirely removed from the existing pavement. All pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil, pavement grindings, and other foreign matter. All holes and small depressions shall be filled with an appropriate class of HMA. The surface of the patched area shall be leveled and compacted thoroughly. Prior to the application of tack coat, or paving, the condition of the surface shall be approved by the Engineer.

A tack coat of asphalt shall be applied to all paved surfaces on which any course of HMA is to be placed or abutted; except that tack coat may be omitted from clean, newly paved surfaces at the discretion of the Engineer. Tack coat shall be uniformly applied to cover the existing pavement with a thin film of residual asphalt free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square yard of retained asphalt. The rate of application shall be approved by the Engineer. A heavy application of tack coat shall be applied to all joints. For Roadways open to traffic, the application of tack coat shall be limited to surfaces that will be paved during the same working shift. The spreading equipment shall be equipped with a thermometer to indicate the temperature of the tack coat material.

Equipment shall not operate on tacked surfaces until the tack has broken and cured. If the Contractor's operation damages the tack coat it shall be repaired prior to placement of the HMA.

The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-1h emulsified asphalt may be diluted once with water at a rate not to exceed one part water to one part emulsified asphalt. The tack coat shall have sufficient temperature such that it may be applied uniformly at the specified rate of application and shall not exceed the maximum temperature recommended by the emulsified asphalt manufacturer.

5-04.3(4)A Crack Sealing

5-04.3(4)A1 General

When the Proposal includes a pay item for crack sealing, seal all cracks $\frac{1}{4}$ inch in width and greater.

Cleaning: Ensure that cracks are thoroughly clean, dry and free of all loose and foreign material when filling with crack sealant material. Use a hot compressed air lance to dry

and warm the pavement surfaces within the crack immediately prior to filling a crack with the sealant material. Do not overheat pavement. Do not use direct flame dryers. Routing cracks is not required.

Sand Slurry: For cracks that are to be filled with sand slurry, thoroughly mix the components and pour the mixture into the cracks until full. Add additional CSS-1 cationic emulsified asphalt to the sand slurry as needed for workability to ensure the mixture will completely fill the cracks. Strike off the sand slurry flush with the existing pavement surface and allow the mixture to cure. Top off cracks that were not completely filled with additional sand slurry. Do not place the HMA overlay until the slurry has fully cured.

The sand slurry shall consist of approximately 20 percent CSS-1 emulsified asphalt, approximately 2 percent portland cement, water (if required), and the remainder clean Class 1 or 2 fine aggregate per section 9-03.1(2). The components shall be thoroughly mixed and then poured into the cracks and joints until full. The following day, any cracks or joints that are not completely filled shall be topped off with additional sand slurry. After the sand slurry is placed, the filler shall be struck off flush with the existing pavement surface and allowed to cure. The HMA overlay shall not be placed until the slurry has fully cured. The requirements of Section 1-06 will not apply to the portland cement and sand used in the sand slurry.

In areas where HMA will be placed, use sand slurry to fill the cracks.

In areas where HMA will not be placed, fill the cracks as follows:

1. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.
2. Cracks greater than 1 inch in width – fill with sand slurry.

Hot Poured Sealant: For cracks that are to be filled with hot poured sealant, apply the material in accordance with these requirements and the manufacturer's recommendations. Furnish a Type 1 Working Drawing of the manufacturer's product information and recommendations to the Engineer prior to the start of work, including the manufacturer's recommended heating time and temperatures, allowable storage time and temperatures after initial heating, allowable reheating criteria, and application temperature range. Confine hot poured sealant material within the crack. Clean any overflow of sealant from the pavement surface. If, in the opinion of the Engineer, the Contractor's method of sealing the cracks with hot poured sealant results in an excessive amount of material on the pavement surface, stop and correct the operation to eliminate the excess material.

5-04.3(4)A2 Crack Sealing Areas Prior to Paving

In areas where HMA will be placed, use sand slurry to fill the cracks.

5-04.3(4)A3 Crack Sealing Areas Not to be Paved

In areas where HMA will not be placed, fill the cracks as follows:

- A. Cracks $\frac{1}{4}$ inch to 1 inch in width - fill with hot poured sealant.

B. Cracks greater than 1 inch in width – fill with sand slurry.

5-04.3(4)B Vacant

5-04.3(4)C Pavement Repair

The Contractor shall excavate pavement repair areas and shall backfill these with HMA in accordance with the details shown in the Plans and as marked in the field. The Contractor shall conduct the excavation operations in a manner that will protect the pavement that is to remain. Pavement not designated to be removed that is damaged as a result of the Contractor's operations shall be repaired by the Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency. The Contractor shall excavate only within one lane at a time unless approved otherwise by the Engineer. The Contractor shall not excavate more area than can be completely finished during the same shift, unless approved by the Engineer.

Unless otherwise shown in the Plans or determined by the Engineer, excavate to a depth of 1.0 feet. The Engineer will make the final determination of the excavation depth required. The minimum width of any pavement repair area shall be 40 inches unless shown otherwise in the Plans. Before any excavation, the existing pavement shall be sawcut or shall be removed by a pavement grinder. Excavated materials will become the property of the Contractor and shall be disposed of in a Contractor-provided site off the Right of Way or used in accordance with Sections 2-02.3(3) or 9-03.21.

Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy application of tack coat shall be applied to all surfaces of existing pavement in the pavement repair area.

Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot compacted depth. Lifts that exceed 0.35-foot of compacted depth may be accomplished with the approval of the Engineer. Each lift shall be thoroughly compacted by a mechanical tamper or a roller.

5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials, and RAP is ensured.

5-04.3(7) Spreading and Finishing

The mixture shall be laid upon an approved surface, spread, and struck off to the grade and elevation established. HMA pavers complying with Section 5-04.3(3) shall be used to distribute the mixture. Unless otherwise directed by the Engineer, the nominal compacted depth of any layer of any course shall not exceed the following:

HMA Class 1"	0.35 feet
HMA Class ¾" and HMA Class ½"	
wearing course	0.30 feet
other courses	0.35 feet
HMA Class ⅜"	0.15 feet

On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

When more than one JMF is being utilized to produce HMA, the material produced for each JMF shall be placed by separate spreading and compacting equipment. The intermingling of HMA produced from more than one JMF is prohibited. Each strip of HMA

placed during a work shift shall conform to a single JMF established for the class of HMA specified unless there is a need to make an adjustment in the JMF.

5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA

For HMA accepted by nonstatistical evaluation the aggregate properties of sand equivalent, uncompacted void content and fracture will be evaluated in accordance with Section 3-04. Sampling and testing of aggregates for HMA accepted by commercial evaluation will be at the option of the Engineer.

5-04.3(9) HMA Mixture Acceptance

Acceptance of HMA shall be as provided under nonstatistical, or commercial evaluation.

Nonstatistical evaluation will be used for the acceptance of HMA unless Commercial Evaluation is specified.

Commercial evaluation will be used for Commercial HMA and for other classes of HMA in the following applications: sidewalks, road approaches, ditches, slopes, paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other nonstructural applications of HMA accepted by commercial evaluation shall be as approved by the Engineer. Sampling and testing of HMA accepted by commercial evaluation will be at the option of the Engineer.

The mix design will be the initial JMF for the class of HMA. The Contractor may request a change in the JMF. Any adjustments to the JMF will require the approval of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time of acceptance shall be within tolerance. The tolerance limits will be established as follows:

For Asphalt Binder and Air Voids (Va), the acceptance limits are determined by adding the tolerances below to the approved JMF values. These values will also be the Upper Specification Limit (USL) and Lower Specification Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, Va	2.5% min. and 5.5% max	N/A

For Aggregates in the mixture:

- a. First, determine preliminary upper and lower acceptance limits by applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/- 6%	+/- 8%
No. 8 Sieve	+/- 6%	+/- 8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- b. Second, adjust the preliminary upper and lower acceptance limits determined from step (a) the minimum amount necessary so that none of the aggregate properties are outside the control points in Section 9-03.8(6). The resulting

values will be the upper and lower acceptance limits for aggregates, as well as the USL and LSL required in Section 1-06.2(2)D2.

2. Job Mix Formula Adjustments – An adjustment to the aggregate gradation or asphalt binder content of the JMF requires approval of the Engineer. Adjustments to the JMF will only be considered if the change produces material of equal or better quality and may require the development of a new mix design if the adjustment exceeds the amounts listed below.

a. **Aggregates** –2 percent for the aggregate passing the 1½", 1", ¾", ½", ⅜", and the No. 4 sieves, 1 percent for aggregate passing the No. 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve. The adjusted JMF shall be within the range of the control points in Section 9-03.8(6).

b. **Asphalt Binder Content** – The Engineer may order or approve changes to asphalt binder content. The maximum adjustment from the approved mix design for the asphalt binder content shall be 0.3 percent

5-04.3(9)A Vacant

5-04.3(9)B Vacant

5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation

HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by the Contracting Agency by dividing the HMA tonnage into lots.

5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 800 tons, whichever is less except that the final subplot will be a minimum of 400 tons and may be increased to 1200 tons.

All of the test results obtained from the acceptance samples from a given lot shall be evaluated collectively. If the Contractor requests a change to the JMF that is approved, the material produced after the change will be evaluated on the basis of the new JMF for the remaining sublots in the current lot and for acceptance of subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

Sampling and testing for evaluation shall be performed on the frequency of one sample per subplot.

5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling

Samples for acceptance testing shall be obtained by the Contractor when ordered by the Engineer. The Contractor shall sample the HMA mixture in the presence of the Engineer and in accordance with AASH-TO T 168. A minimum of three samples should be taken for each class of HMA placed on a project. If used in a structural application, at least one of the three samples shall to be tested.

Sampling and testing HMA in a Structural application where quantities are less than 400 tons is at the discretion of the Engineer.

For HMA used in a structural application and with a total project quantity less than 800 tons but more than 400 tons, a minimum of one acceptance test shall be performed. In all cases, a minimum of 3 samples will be obtained at the point of acceptance, a minimum of one of the three samples will be tested for conformance to the JMF:

- If the test results are found to be within specification requirements, additional testing will be at the Engineer's discretion.
- If test results are found not to be within specification requirements, additional testing of the remaining samples to determine a Composite Pay Factor (CPF) shall be performed.

5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing

Testing of HMA for compliance of V_a will at the option of the Contracting Agency. If tested, compliance of V_a will use WSDOT SOP 731.

Testing for compliance of asphalt binder content will be by WSDOT FOP for AASHTO T 308.

Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors

For each lot of material falling outside the tolerance limits in 5-04.3(9), the Contracting Agency will determine a Composite Pay Factor (CPF) using the following price adjustment factors:

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1½", 1", ¾", ½", ⅜" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

Each lot of HMA produced under Nonstatistical Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula shown in Table of Price Adjustment Factors, the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The nonstatistical tolerance limits will be used in the calculation of the

CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the Roadway shall be tested to provide a minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

For each lot of HMA mix produced under Nonstatistical Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The total job mix compliance price adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

The Contractor may request a subplot be retested. To request a retest, the Contractor shall submit a written request within 7 calendar days after the specific test results have been received. A split of the original acceptance sample will be retested. The split of the sample will not be tested with the same tester that ran the original acceptance test. The sample will be tested for a complete gradation analysis, asphalt binder content, and, at the option of the agency, Va. The results of the retest will be used for the acceptance of the HMA in place of the original subplot sample test results. The cost of testing will be deducted from any monies due or that may come due the Contractor under the Contract at the rate of \$500 per sample.

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

If sampled and tested, HMA produced under Commercial Evaluation and having all constituents falling within the tolerance limits of the job mix formula shall be accepted at the unit Contract price with no further evaluation. When one or more constituents fall outside the commercial tolerance limits in the Job Mix Formula shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to determine the appropriate CPF. The commercial tolerance limits will be used in the calculation of the CPF and the maximum CPF shall be 1.00. When less than three sublots exist, backup samples of the existing sublots or samples from the street shall be tested to provide a minimum of three sets of results for evaluation.

For each lot of HMA mix produced and tested under Commercial Evaluation when the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be determined. The NCMF equals the algebraic difference of CPF minus 1.00 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and the unit Contract price per ton of mix.

If a constituent is not measured in accordance with these Specifications, its individual pay factor will be considered 1.00 in calculating the Composite Pay Factor (CPF).

5-04.3(10) HMA Compaction Acceptance

HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes, including lanes for intersections, ramps, truck climbing, weaving, and speed change, and having a specified compacted course thickness greater than 0.10-foot, shall be compacted to a specified level of relative density. The specified level of relative density shall be a Composite Pay Factor (CPF) of not less than 0.75 when evaluated in accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of the maximum density). The maximum density shall be determined by WSDOT FOP for AASHTO T 729. The specified level of density attained will be determined by the evaluation of the density of the pavement. The density of the pavement shall be determined in accordance with WSDOT FOP for WAQTC TM 8, except that gauge correlation will be at the discretion of the Engineer, when using the nuclear density gauge and WSDOT SOP 736 when using cores to determine density.

Tests for the determination of the pavement density will be taken in accordance with the required procedures for measurement by a nuclear density gauge or roadway cores after completion of the finish rolling.

If the Contracting Agency uses a nuclear density gauge to determine density the test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on the day the mix is placed and prior to opening to traffic.

Roadway cores for density may be obtained by either the Contracting Agency or the Contractor in accordance with WSDOT SOP 734. The core diameter shall be 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores will be tested by the Contracting Agency in accordance with WSDOT FOP for AASHTO T 166.

If the Contract includes the Bid item "Roadway Core" the cores shall be obtained by the Contractor in the presence of the Engineer on the same day the mix is placed and at locations designated by the Engineer. If the Contract does not include the Bid item "Roadway Core" the Contracting Agency will obtain the cores.

For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used for preleveling wheel rutting shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

Test Results

1 For a subplot that has been tested with a nuclear density gauge that did not meet the
2 minimum of 92 percent of the reference maximum density in a compaction lot with a CPF
3 below 1.00 and thus subject to a price reduction or rejection, the Contractor may request
4 that a core be used for determination of the relative density of the subplot. The relative
5 density of the core will replace the relative density determined by the nuclear density
6 gauge for the subplot and will be used for calculation of the CPF and acceptance of HMA
7 compaction lot.

8
9 When cores are taken by the Contracting Agency at the request of the Contractor, they
10 shall be requested by noon of the next workday after the test results for the subplot have
11 been provided or made available to the Contractor. Core locations shall be outside of
12 wheel paths and as determined by the Engineer. Traffic control shall be provided by the
13 Contractor as requested by the Engineer. Failure by the Contractor to provide the
14 requested traffic control will result in forfeiture of the request for cores. When the CPF for
15 the lot based on the results of the HMA cores is less than 1.00, the cost for the coring will
16 be deducted from any monies due or that may become due the Contractor under the
17 Contract at the rate of \$200 per core and the Contractor shall pay for the cost of the
18 traffic control.

19 20 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

21 Compaction shall take place when the mixture is in the proper condition so that no undue
22 displacement, cracking, or shoving occurs. Areas inaccessible to large compaction
23 equipment shall be compacted by other mechanical means. Any HMA that becomes
24 loose, broken, contaminated, shows an excess or deficiency of asphalt, or is in any way
25 defective, shall be removed and replaced with new hot mix that shall be immediately
26 compacted to conform to the surrounding area.

27
28 The type of rollers to be used and their relative position in the compaction sequence
29 shall generally be the Contractor's option, provided the specified densities are attained.
30 Unless the Engineer has approved otherwise, rollers shall only be operated in the static
31 mode when the internal temperature of the mix is less than 175°F. Regardless of mix
32 temperature, a roller shall not be operated in a mode that results in checking or cracking
33 of the mat. Rollers shall only be operated in static mode on bridge decks.

34 35 **5-04.3(10)B HMA Compaction – Cyclic Density**

36 Low cyclic density areas are defined as spots or streaks in the pavement that are less
37 than 90 percent of the theoretical maximum density. At the Engineer's discretion, the
38 Engineer may evaluate the HMA pavement for low cyclic density, and when doing so will
39 follow WSDOT SOP 733. A \$500 Cyclic Density Price Adjustment will be assessed for
40 any 500-foot section with two or more density readings below 90 percent of the
41 theoretical maximum density.

42 43 **5-04.3(10)C Vacant**

44 45 **5-04.3(10)D HMA Nonstatistical Compaction**

46 47 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

HMA compaction which is accepted by nonstatistical evaluation will be based on acceptance testing performed by the Contracting Agency dividing the project into compaction lots.

A lot is represented by randomly selected samples of the same mix design that will be tested for acceptance. A lot is defined as the total quantity of material or work produced for each Job Mix Formula placed. Only one lot per JMF is expected. A subplot shall be equal to one day's production or 400 tons, whichever is less except that the final subplot will be a minimum of 200 tons and may be increased to 800 tons. Testing for compaction will be at the rate of 5 tests per subplot per WSDOT T 738.

The subplot locations within each density lot will be determined by the Engineer. For a lot in progress with a CPF less than 0.75, a new lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced.

HMA mixture accepted by commercial evaluation and HMA constructed under conditions other than those listed above shall be compacted on the basis of a test point evaluation of the compaction train. The test point evaluation shall be performed in accordance with instructions from the Engineer. The number of passes with an approved compaction train, required to attain the maximum test point density, shall be used on all subsequent paving.

HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel wheel ruts shall be compacted with a pneumatic tire roller unless otherwise approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The location of the HMA compaction acceptance tests will be randomly selected by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

The Engineer shall deduct the sum of \$500.00 for each and every section of single traffic lane 500 feet in length in which one or more readings for compaction is equal or below 91 percent of the theoretical maximum density. The Engineer may use the bid item "Minor Change" with a negative amount as deduction from the monies due to the Contractor.

5-04.3(11) Reject Work

5-04.3(11)A Reject Work General

Work that is defective or does not conform to Contract requirements shall be rejected. The Contractor may propose, in writing, alternatives to removal and replacement of rejected material. Acceptability of such alternative proposals will be determined at the sole discretion of the Engineer. HMA that has been rejected is subject to the requirements in Section 1-06.2(2) and this specification, and the Contractor shall submit a corrective action proposal to the Engineer for approval.

1 **5-04.3(11)B Rejection by Contractor**

2 The Contractor may, prior to sampling, elect to remove any defective material and
3 replace it with new material. Any such new material will be sampled, tested, and
4 evaluated for acceptance.

6 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

7 The Engineer may, without sampling, reject any batch, load, or section of Roadway that
8 appears defective. Material rejected before placement shall not be incorporated into the
9 pavement. Any rejected section of Roadway shall be removed.

11 No payment will be made for the rejected materials or the removal of the materials
12 unless the Contractor requests that the rejected material be tested. If the Contractor
13 elects to have the rejected material tested, a minimum of three representative samples
14 will be obtained and tested. Acceptance of rejected material will be based on
15 conformance with the nonstatistical acceptance Specification. If the CPF for the rejected
16 material is less than 0.75, no payment will be made for the rejected material; in addition,
17 the cost of sampling and testing shall be borne by the Contractor. If the CPF is greater
18 than or equal to 0.75, the cost of sampling and testing will be borne by the Contracting
19 Agency. If the material is rejected before placement and the CPF is greater than or equal
20 to 0.75, compensation for the rejected material will be at a CPF of 0.75. If rejection
21 occurs after placement and the CPF is greater than or equal to 0.75, compensation for
22 the rejected material will be at the calculated CPF with an addition of 25 percent of the
23 unit Contract price added for the cost of removal and disposal.

25 **5-04.3(11)D Rejection - A Partial Sublot**

26 In addition to the random acceptance sampling and testing, the Engineer may also
27 isolate from a normal sublot any material that is suspected of being defective in relative
28 density, gradation or asphalt binder content. Such isolated material will not include an
29 original sample location. A minimum of three random samples of the suspect material will
30 be obtained and tested. The material will then be statistically evaluated as an
31 independent lot in accordance with Section 1-06.2(2).

33 **5-04.3(11)E Rejection - An Entire Sublot**

34 An entire sublot that is suspected of being defective may be rejected. When a sublot is
35 rejected a minimum of two additional random samples from this sublot will be obtained.
36 These additional samples and the original sublot will be evaluated as an independent lot
37 in accordance with Section 1-06.2(2).

39 **5-04.3(11)F Rejection - A Lot in Progress**

40 The Contractor shall shut down operations and shall not resume HMA placement until
41 such time as the Engineer is satisfied that material conforming to the Specifications can
42 be produced:

- 44 1. When the Composite Pay Factor (CPF) of a lot in progress drops below 1.00 and
45 the Contractor is taking no corrective action, or
46 2. When the Pay Factor (PF) for any constituent of a lot in progress drops below
47 0.95 and the Contractor is taking no corrective action, or

- 1 3. When either the PFI for any constituent or the CPF of a lot in progress is less
2 than 0.75.

3
4 **5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)**

5 An entire lot with a CPF of less than 0.75 will be rejected.

6
7 **5-04.3(12) Joints**

8 **5-04.3(12)A HMA Joints**

9 **5-04.3(12)A1 Transverse Joints**

10 The Contractor shall conduct operations such that the placing of the top or wearing
11 course is a continuous operation or as close to continuous as possible. Unscheduled
12 transverse joints will be allowed and the roller may pass over the unprotected end of the
13 freshly laid mixture only when the placement of the course must be discontinued for such
14 a length of time that the mixture will cool below compaction temperature. When the Work
15 is resumed, the previously compacted mixture shall be cut back to produce a slightly
16 beveled edge for the full thickness of the course.

17
18 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where a
19 transverse joint as a result of paving or planing is open to traffic. The HMA in the
20 temporary wedge shall be separated from the permanent HMA by strips of heavy
21 wrapping paper or other methods approved by the Engineer. The wrapping paper shall
22 be removed and the joint trimmed to a slightly beveled edge for the full thickness of the
23 course prior to resumption of paving.

24
25 The material that is cut away shall be wasted and new mix shall be laid against the cut.
26 Rollers or tamping irons shall be used to seal the joint.

27
28 **5-04.3(12)A2 Longitudinal Joints**

29 The longitudinal joint in any one course shall be offset from the course immediately
30 below by not more than 6 inches nor less than 2 inches. All longitudinal joints
31 constructed in the wearing course shall be located at a lane line or an edge line of the
32 Traveled Way. A notched wedge joint shall be constructed along all longitudinal joints in
33 the wearing surface of new HMA unless otherwise approved by the Engineer. The
34 notched wedge joint shall have a vertical edge of not less than the maximum aggregate
35 size or more than $\frac{1}{2}$ of the compacted lift thickness and then taper down on a slope not
36 steeper than 4H:1V. The sloped portion of the HMA notched wedge joint shall be
37 uniformly compacted.

38
39 **5-04.3(12)B Bridge Paving Joint Seals**

40 **5-04.3(12)B1 HMA Sawcut and Seal**

41 Prior to placing HMA on the bridge deck, establish sawcut alignment points at both ends
42 of the bridge paving joint seals to be placed at the bridge ends, and at interior joints
43 within the bridge deck when and where shown in the Plans. Establish the sawcut
44 alignment points in a manner that they remain functional for use in aligning the sawcut
45 after placing the overlay.

1 Submit a Type 1 Working Drawing consisting of the sealant manufacturer's application
2 procedure.

3
4 Construct the bridge paving joint seal as specified on the Plans and in accordance with
5 the detail shown in the Standard Plans. Construct the sawcut in accordance with the
6 detail shown in the Standard Plan. Construct the sawcut in accordance with Section 5-
7 05.3(8)B and the manufacturer's application procedure.

8 9 **5-04.3(12)B2 Paved Panel Joint Seal**

10 Construct the paved panel joint seal in accordance with the requirements specified in
11 section 5-04.3(12)B1 and the following requirement:

- 12
13 1. Clean and seal the existing joint between concrete panels in accordance with
14 Section 5-01.3(8) and the details shown in the Standard Plans.

15 16 **5-04.3(13) Surface Smoothness**

17 The completed surface of all courses shall be of uniform texture, smooth, uniform as to
18 crown and grade, and free from defects of all kinds. The completed surface of the
19 wearing course shall not vary more than $\frac{1}{8}$ inch from the lower edge of a 10-foot
20 straightedge placed on the surface parallel to the centerline. The transverse slope of the
21 completed surface of the wearing course shall vary not more than $\frac{1}{4}$ inch in 10 feet from
22 the rate of transverse slope shown in the Plans.

23
24 When deviations in excess of the above tolerances are found that result from a high
25 place in the HMA, the pavement surface shall be corrected by one of the
26 following methods:

- 27
28 1. Removal of material from high places by grinding with an approved grinding
29 machine, or
30 2. Removal and replacement of the wearing course of HMA, or
31 3. By other method approved by the Engineer.

32
33 Correction of defects shall be carried out until there are no deviations anywhere greater
34 than the allowable tolerances.

35
36 Deviations in excess of the above tolerances that result from a low place in the HMA and
37 deviations resulting from a high place where corrective action, in the opinion of the
38 Engineer, will not produce satisfactory results will be accepted with a price adjustment.
39 The Engineer shall deduct from monies due or that may become due to the Contractor
40 the sum of \$500.00 for each and every section of single traffic lane 100 feet in length in
41 which any excessive deviations described above are found.

42
43 When utility appurtenances such as manhole covers and valve boxes are located in the
44 traveled way, the utility appurtenances shall be adjusted to the finished grade prior to
45 paving. This requirement may be waived when requested by the Contractor, at the
46 discretion of the Engineer or when the adjustment details provided in the project plan or
47 specifications call for utility appurtenance adjustments after the completion of paving.

Utility appurtenance adjustment discussions will be included in the Pre-Paving planning (5-04.3(14)B3). Submit a written request to waive this requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing (Milling) Bituminous Pavement

The planning plan must be approved by the Engineer and a pre planning meeting must be held prior to the start of any planing. See Section 5-04.3(14)B2 for information on planning submittals.

Locations of existing surfacing to be planed are as shown in the Drawings.

Where planing an existing pavement is specified in the Contract, the Contractor must remove existing surfacing material and to reshape the surface to remove irregularities. The finished product must be a prepared surface acceptable for receiving an HMA overlay.

Use the cold milling method for planing unless otherwise specified in the Contract. Do not use the planer on the final wearing course of new HMA.

Conduct planing operations in a manner that does not tear, break, burn, or otherwise damage the surface which is to remain. The finished planed surface must be slightly grooved or roughened and must be free from gouges, deep grooves, ridges, or other imperfections. The Contractor must repair any damage to the surface by the Contractor's planing equipment, using an Engineer approved method.

Repair or replace any metal castings and other surface improvements damaged by planing, as determined by the Engineer.

A tapered wedge cut must be planed longitudinally along curb lines sufficient to provide a minimum of 4 inches of curb reveal after placement and compaction of the final wearing course. The dimensions of the wedge must be as shown on the Drawings or as specified by the Engineer.

A tapered wedge cut must also be made at transitions to adjoining pavement surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints in a straight line with vertical faces 2 inches or more in height, producing a smooth transition to the existing adjoining pavement.

After planing is complete, planed surfaces must be swept, cleaned. If cracks are visible they should be cleaned and the crack sealed; this work shall be paid under Crack Sealing – FA bid item. If localized asphalt patching/preleveling is directed by the Engineer, the work shall be paid under HMA CL. A 1/2 IN. PG 58H-22 Fiber Reinforced bid item, or HMA CL. A 3/8 IN. PG 58H-22 Fiber Reinforced bid item if directed by Engineer.

The Engineer may direct additional depth planing. Before performing this additional depth planing, the Contractor must conduct a hidden metal in pavement detection survey as specified in Section 5-04.3(14)A.

The limits for planing for each day shall be determined by paving capability for that day. No planed section of the road shall be left unpaved unless specifically approved by the Engineer. The Contractor shall have a contingency plan to ensure that no planed areas remained unpaved due to equipment breakdown or other emergencies.

During planing of bituminous pavement in the travelled lanes, the Contractor shall coordinate the planing and paving operations such that the planed roadway surface shall not remain unpaved at the end of the workday. The Contractor shall have a contingency

plan to ensure that no planed areas remain unpaved due to equipment breakdown or other emergencies.

A beveled edge shall be constructed in areas that will not be paved during the same day. The Contractor shall use a beveled cutter on the mandrel of the planing equipment, or other approved method(s), to eliminate the vertical edge(s) at intersections and in the areas with more than 2-inch-deep planing. The beveled edge(s) shall be constructed at a 4:1 slope.

After planing of the bituminous pavement, the Contractor shall remove all loose debris from the planed surface, including fines.

In order to achieve a clean surface prior to tack coat, a vacuum sweeper followed by a kick broom and then air blowing using an air compressor is required unless otherwise approved by the Engineer. When using air blowing the OSHA requirements shall be fulfilled for each option allowed by OSHA:

<https://www.osha.gov/Publications/OSHA3681.pdf>

All the costs related to cleaning the planed asphalt surface shall be included in the bid item Planing Bituminous Pavement per SY.

5-04.3(14)A Pre-Planing Metal Detection Check

Before starting planing of pavements, and before any additional depth planing required by the Engineer, the Contractor must conduct a physical survey of existing pavement to be planed with equipment that can identify hidden metal objects.

Should such metal be identified, promptly notify the Engineer.

See Section 1-07.16(1) regarding the protection of survey monumentation that may be hidden in pavement.

For details regarding removing the existing monument within the limits of the project see special provision 8-13.

The Contractor is solely responsible for any damage to equipment resulting from the Contractor's failure to conduct a pre-planing metal detection survey, or from the Contractor's failure to notify the Engineer of any hidden metal that is detected.

5-04.3(14)B Paving and Planing Under Traffic

5-04.3(14)B1 General

In addition the requirements of Section 1-07.23 and the traffic controls required in Section 1-10, and unless the Contract specifies otherwise or the Engineer approves, the Contractor must comply with the following:

1. Intersections:

- a. Keep intersections open to traffic at all times, except when paving or planing operations through an intersection requires closure. Such closure must be kept to the minimum time required to place and compact the HMA mixture, or plane as appropriate. For paving, schedule such closure to individual lanes or portions thereof that allows the traffic volumes and schedule of traffic volumes required in the approved traffic control plan. Schedule work so that adjacent intersections are not impacted at the same time and comply with the traffic control restrictions required by the Traffic Engineer. Each individual intersection closure or partial closure, must be addressed in the traffic control plan, which must be submitted to and accepted by the Engineer, see Section 1-10.2(2).

- b. When planing or paving and related construction must occur in an intersection, consider scheduling and sequencing such work into quarters of the intersection, or half or more of an intersection with side street detours. Be prepared to sequence the work to individual lanes or portions thereof.
 - c. Should closure of the intersection in its entirety be necessary, and no trolley service is impacted, keep such closure to the minimum time required to place and compact the HMA mixture, plane, remove asphalt, tack coat, and as needed.
 - d. Any work in an intersection requires advance warning in both signage and a number of Working Days advance notice as determined by the Engineer, to alert traffic and emergency services of the intersection closure or partial closure.
 - e. Allow new compacted HMA asphalt to cool to ambient temperature before any traffic is allowed on it. Traffic is not allowed on newly placed asphalt until approval has been obtained from the Engineer.
2. Temporary centerline marking, post-paving temporary marking, temporary stop bars, and maintaining temporary pavement marking must comply with Section 8-23.
 3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

The Contractor must submit a separate planing plan and a separate paving plan to the Engineer at least 5 Working Days in advance of each operation's activity start date. These plans must show how the moving operation and traffic control are coordinated, as they will be discussed at the pre-planing briefing and pre-paving briefing. When requested by the Engineer, the Contractor must provide each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings with a scale showing both the area of operation and sufficient detail of traffic beyond the area of operation where detour traffic may be required. The scale on the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer agrees sufficient detail is shown.

The planing operation and the paving operation include, but are not limited to, metal detection, removal of asphalt and temporary asphalt of any kind, tack coat and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may be discussed at the briefing.

When intersections will be partially or totally blocked, provide adequately sized and noticeable signage alerting traffic of closures to come, a minimum 2 Working Days in advance. The traffic control plan must show where peace officers will be stationed when signalization is or may be, countermanded, and show areas where flaggers are proposed.

At a minimum, the planing and the paving plan must include:

1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing each day's traffic control as it relates to the specific requirements of that day's planing and paving. Briefly describe the sequencing of traffic control consistent with the proposed planing and paving sequence, and scheduling of placement of

- 1 temporary pavement markings and channelizing devices after each day's planing,
2 and paving.
- 3 2. A copy of each intersection's traffic control plan.
- 4 3. Haul routes from Supplier facilities, and locations of temporary parking and
5 staging areas, including return routes. Describe the complete round trip as it
6 relates to the sequencing of paving operations.
- 7 4. Names and locations of HMA Supplier facilities to be used.
- 8 5. List of all equipment to be used for paving.
- 9 6. List of personnel and associated job classification assigned to each piece of
10 paving equipment.
- 11 7. Description (geometric or narrative) of the scheduled sequence of planing and of
12 paving, and intended area of planing and of paving for each day's work, must
13 include the directions of proposed planing and of proposed paving, sequence of
14 adjacent lane paving, sequence of skipped lane paving, intersection planing and
15 paving scheduling and sequencing, and proposed notifications and coordinations
16 to be timely made. The plan must show HMA joints relative to the final pavement
17 marking lane lines.
- 18 8. Names, job titles, and contact information for field, office, and plant supervisory
19 personnel.
- 20 9. A copy of the approved Mix Designs.
- 21 10. Tonnage of HMA to be placed each day.
- 22 11. Approximate times and days for starting and ending daily operations.
- 23 12. Traffic cones, drums, tube delineators are required for centerline delineation after
24 planing and until both lanes are paved and temporary pavement markings are
25 installed. Payment for providing, maintaining this temporary centerline delineation
26 during planing, and paving shall be under the lump sum for bid item Other
27 Temporary Traffic Control. The quantity of centerline delineators depends of the
28 Contractor's plan for planing and paving.
- 29 13. Planing and paving of segment 2 (Vail Cut-Off SE between first intersection with
30 Vail Loop SE and second intersection with Vail Loop) shall be performed *after* all
31 other segments are paved. The Agency may reduce the scope of work by
32 adjusting paving limits within segment 2 in order not to exceed the budget.

33

34 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

35 At least 2 Working Days before the first paving operation and the first planing operation,
36 or as scheduled by the Engineer for future paving and planing operations to ensure the
37 Contractor has adequately prepared for notifying and coordinating as required in the
38 Contract, the Contractor must be prepared to discuss that day's operations as they relate
39 to other entities and to public safety and convenience, including driveway and business
40 access, garbage truck operations, Metro transit operations and working around
41 energized overhead wires, school and nursing home and hospital and other accesses,
42 other contractors who may be operating in the area, pedestrian and bicycle traffic, and
43 emergency services. The Contractor, and Subcontractors that may be part of that day's
44 operations, must meet with the Engineer and discuss the proposed operation as it
45 relates to the submitted planing plan and paving plan, approved traffic control plan, and
46 public convenience and safety. Such discussion includes, but is not limited to:

47

- 48 1. General for both Paving Plan and for Planing Plan:

- a. The actual times of starting and ending daily operations.
 - b. In intersections, how to break up the intersection, and address traffic control and signalization for that operation, including use of peace officers.
 - c. The sequencing and scheduling of paving operations and of planing operations, as applicable, as it relates to traffic control, to public convenience and safety, and to other contractors who may operate in the Project Site.
 - d. Notifications required of Contractor activities, and coordinating with other entities and the public as necessary.
 - e. Description of the sequencing of installation and types of temporary pavement markings as it relates to planning and to paving.
 - f. Description of the sequencing of installation of, and the removal of, temporary pavement patch material around exposed castings and as may be needed
 - g. Description of procedures and equipment to identify hidden metal in the pavement, such as survey monumentation, monitoring wells, street car rail, and castings, before planning, see Section 5-04.3(14)B2.
 - h. Description of how flaggers will be coordinated with the planing, paving, and related operations.
 - i. Description of sequencing of traffic controls for the process of rigid pavement base repairs.
 - j. Other items the Engineer deems necessary to address.
2. Paving – additional topics:
 - a. When to start applying tack and coordinating with paving.
 - b. Types of equipment and numbers of each type equipment to be used. If more pieces of equipment than personnel are proposed, describe the sequencing of the personnel operating the types of equipment. Discuss the continuance of operator personnel for each type equipment as it relates to meeting Specification requirements.
 - c. Number of JMFs to be placed, and if more than one JMF how the Contractor will ensure different JMFs are distinguished, how pavers and MTVs are distinguished if more than one JMF is being placed at the time, and how pavers and MTVs are cleaned so that one JMF does not adversely influence the other JMF.
 - d. Description of contingency plans for that day's operations such as equipment breakdown, rain out, and Supplier shutdown of operations.
 - e. Number of sublots to be placed, sequencing of density testing, and other sampling and testing.
 - f. Bill of Lading for PG Asphalt Binder shall be submitted prior to the start of paving and it should cover all the asphalt binder used on the project.

5-04.3(15) Sealing Pavement Surfaces

Apply a fog seal where shown in the plans. Construct the fog seal in accordance with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog seal prior to opening to traffic.

5-04.3(16) HMA Road Approaches

HMA approaches shall be constructed at the locations shown in the Plans or where staked by the Engineer. The Work shall be performed in accordance with Section 5-04.

1
2 **5-04.4 Measurement**

3 HMA CL. ____ PG ____, HMA for ____ CL. ____ PG ____, and Commercial HMA will
4 be measured by the ton in accordance with Section 1-09.2, with no deduction being
5 made for the weight of asphalt binder, mineral filler, or any other component of the
6 mixture. If the Contractor elects to remove and replace mix as allowed by Section 5-
7 04.3(11), the material removed will not be measured.

8
9 Commercial HMA, per ton will be used for paving existing unpaved road approaches
10 (driveways, private lanes, etc). Any sawcut operation needed where the planing machine
11 may not create a clean edge or cannot access the area will be incidental to the bid item
12 Commercial HMA.

13
14 HMA CL 1/2 IN. PG 58H-22 Fiber Reinforced, HMA CL. 3/8 IN. PG 58H-22 Fiber
15 Reinforced will be measured by ton (TON) in accordance with section 1-09.2, with no
16 deduction being made for the weight of asphalt binder, mineral filler, or any other
17 component of the mixture. Any sawcut operation needed where the planing machine
18 may not create a clean edge or cannot access the area will be incidental to the bid items
19 HMA CL 1/2 IN. PG 58H-22 Fiber Reinforced and HMA CL. 3/8 IN. PG 58H-22 Fiber
20 Reinforced. There are two (2) catchbasins located on Prather Rd SW.

21 Roadway cores will be measured per each for the number of cores taken.

22 Preparation of untreated roadway will be measured by the mile once along the centerline
23 of the main line Roadway. No additional measurement will be made for ramps, Auxiliary
24 Lanes, service roads, Frontage Roads, or Shoulders. Measurement will be to the nearest
25 0.01 mile.

26 Soil residual herbicide will be measured by the mile for the stated width to the nearest
27 0.01 mile or by the square yard, whichever is designated in the Proposal.

28 Pavement repair excavation will be measured by the square yard of surface marked prior
29 to excavation.

30 Asphalt for prime coat will be measured by the ton in accordance with Section 1-09.2.

31 Prime coat aggregate will be measured by the cubic yard, truck measure, or by the ton,
32 whichever is designated in the Proposal.

33 Asphalt for fog seal will be measured by the ton, as provided in Section 5-02.4.

34 Longitudinal joint seals between the HMA and cement concrete pavement will be
35 measured by the linear foot along the line and slope of the completed joint seal.

36 Planing bituminous pavement will be measured by the square yard.

37 Temporary pavement marking will be measured by the linear foot as provided in Section
38 8-23.4.

39 Water will be measured by the M gallon as provided in Section 2-07.4.

40 Stockpiling Asphalt Grindings will be measured by lump sum.

41 Sealing Asphalt Joint will be measured by linear foot.

42 "Permanent Asphalt Wedge" will be measured per each (EA).

43
44 **5-04.5 Payment**

45 Payment will be made for each of the following Bid items that are included in the
46 Proposal:

1 "HMA Cl. ____ PG ____", per ton.
2 "HMA CL 1/2 IN. PG 58H-22 Fiber Reinforced", per ton.
3 "HMA CL 3/8 IN. PG 58H-22 Fiber Reinforced", per ton.
4 "HMA for Approach Cl. ____ PG ____", per ton.
5 "HMA for Preleveling Cl. ____ PG ____", per ton.
6 "HMA for Pavement Repair Cl. ____ PG ____", per ton.
7 "Commercial HMA", per ton.
8 The unit Contract price per ton for "Commercial HMA" shall be full compensation for all
9 costs for material, labor and equipment for paving the existing unpaved driveway and
10 private lane approaches.
11
12 "Permanent Asphalt Wedge", per each (EA).
13 The unit Contract price per each for "Permanent Asphalt Wedge" shall be full
14 compensation for all costs for labor and equipment for removing any loose material, any
15 organic material from the existing pavement and placing permanent asphalt wedges on
16 the existing paved driveway approaches where there is an elevation difference bigger
17 than half of inch. The asphalt material for permanent asphalt wedges shall be "HMA CL
18 3/8 IN. PG 58H-22 Fiber Reinforced" per ton. Application of asphalt sealant at the joint
19 shall be paid as "Sealing Asphalt Joint". The paved approaches that receive only sealing
20 of the joint will not be counted for the pay item "Permanent Asphalt Wedge" per each.
21
22 The unit Contract price per ton for "HMA Cl. ____ PG ____", "HMA for Approach Cl. ____
23 PG ____", "HMA for Preleveling Cl. ____ PG ____", "HMA for Pavement Repair Cl. ____ PG
24 ____", and "Commercial HMA" shall be full compensation for all costs, including anti-
25 stripping additive, incurred to carry out the requirements of Section 5-04 except for those
26 costs included in other items which are included in this Subsection and which are
27 included in the Proposal.
28 Payment shall be based on unit bid price of "HMA CL 1/2 IN. PG 58H-22 Fiber
29 Reinforced", "HMA CL. 3/8 IN. PG 58H-22 Fiber Reinforced" per ton (TON). The unit
30 price shall include materials, equipment and labor necessary for construction of any
31 temporary asphalt ramps if paving is not completed at the end of the day. The unit price
32 shall include any sawcut needed where the planing operation did not leave a clean edge
33 suited for paving.
34 "Preparation of Untreated Roadway", per mile.
35 The unit Contract price per mile for "Preparation of Untreated Roadway" shall be full pay
36 for all Work described under 5-04.3(4) , with the exception, however, that all costs
37 involved in patching the Roadway prior to placement of HMA shall be included in the unit
38 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
39 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the
40 Roadway shall be prepared as specified, but the Work shall be included in the Contract
41 prices of the other items of Work.
42 "Preparation of Existing Paved Surfaces", per mile.
43 The unit Contract Price for "Preparation of Existing Paved Surfaces" shall be full pay for
44 all Work described under Section 5-04.3(4) with the exception, however, that all costs
45 involved in patching the Roadway prior to placement of HMA shall be included in the unit
46 Contract price per ton for "HMA Cl. ____ PG ____" which was used for patching. If the
47 Proposal does not include a Bid item for "Preparation of Untreated Roadway", the

1 Roadway shall be prepared as specified, but the Work shall be included in the Contract
2 prices of the other items of Work.

3 "Crack Sealing", by force account.

4 "Crack Sealing" will be paid for by force account as specified in Section 1-09.6. For the
5 purpose of providing a common Proposal for all Bidders, the Contracting Agency has
6 entered an amount in the Proposal to become a part of the total Bid by the Contractor.

7 "Pavement Repair Excavation Incl. Haul", per square yard.

8 The unit Contract price per square yard for "Pavement Repair Excavation Incl. Haul"
9 shall be full payment for all costs incurred to perform the Work described in Section 5-
10 04.3(4) with the exception, however, that all costs involved in the placement of HMA
11 shall be included in the unit Contract price per ton for "HMA for Pavement Repair Cl. ____
12 PG ____", per ton.

13 "Asphalt for Prime Coat", per ton.

14 The unit Contract price per ton for "Asphalt for Prime Coat" shall be full payment for all
15 costs incurred to obtain, provide and install the material in accordance with Section 5-
16 04.3(4).

17 "Prime Coat Agg.", per cubic yard, or per ton.

18 The unit Contract price per cubic yard or per ton for "Prime Coat Agg." shall be full pay
19 for furnishing, loading, and hauling aggregate to the place of deposit and spreading the
20 aggregate in the quantities required by the Engineer.

21 "Asphalt for Fog Seal", per ton.

22 Payment for "Asphalt for Fog Seal" is described in Section 5-02.5.

23 "Longitudinal Joint Seal", per linear foot.

24 "Sealing Asphalt Joint", per linear foot (LF). The sweeping and removing of any
25 deleterious material from the surface of the pavement prior to sealing operation is
26 incidental to the bid item Sealing Asphalt Joint.

27 The unit Contract price per linear foot for "Longitudinal Joint Seal" shall be full payment
28 for all costs incurred to perform the Work described in Section 5-04.3(12).

29 "Planing Bituminous Pavement", per square yard.

30 The unit Contract price per square yard for "Planing Bituminous Pavement" shall be full
31 payment for all costs incurred to perform the Work described in Section 5-04.3(14).

32 "Temporary Pavement Marking", per linear foot.

33 Payment for "Temporary Pavement Marking" is described in Section 8-23.5.

34 "Water", per M gallon.

35 Payment for "Water" is described in Section 2-07.5.

36 "Stockpiling Asphalt Grindings", per lump sum (LS).

37 "Job Mix Compliance Price Adjustment", by calculation.

38 "Job Mix Compliance Price Adjustment" will be calculated and paid for as described in
39 Section 5-04.3(9)C6.

40 "Compaction Price Adjustment", by calculation.

41 "Compaction Price Adjustment" will be calculated and paid for as described in Section 5-
42 04.3(10)D3.

43 "HMA Mix Design Listing on WSDOT QPL" per lump sum (LS).

44 The unit Contract price per lump sum for "HMA Mix Design Listing on WSDOT QPL"
45 shall be full payment for all costs incurred in order to have WSDOT evaluate, qualify the
46 HMA mix designs (prior to Notice to Proceed) required by the HMA bid items, HMA CL

1 1/2 IN. PG 58H-22 Fiber Reinforced” and “HMA CL. 3/8 IN. PG 58H-22 Fiber Reinforced”
2 per ton (TON). HMA mix design will not be approved by the Engineer unless evaluated
3 by WSDOT Lab and listed on WSDOT QPL for asphalt mix design.
4 “Roadway Core”, per each.
5 The Contractor’s costs for all other Work associated with the coring (e.g., traffic control)
6 shall be incidental and included within the unit Bid price per each and no additional
7 payments will be made.
8 “Cyclic Density Price Adjustment”, by calculation.
9 “Cyclic Density Price Adjustment” will be calculated and paid for as described in Section
10 5-04.3(10)B.
11

DIVISION 6 STRUCTURES

12 Division 6 Structures is supplemented with the following:
13

14 Section 6-05 Piling
15

16 Section 6-05.3 Construction Requirements
17

18 Section 6-05.3(10) Test Piles is supplemented with the following:
19

20 Test piles shall be the same as production piles (Type A or Type B as
21 shown on the Plans) and may be used in place of permanent piles
22 provided the pile is undamaged during testing.
23

24 Test piles shall be used to determine estimated penetration length for
25 the required bearing resistance. Bearing resistance shall be determined
26 by Wave Equation Analysis of Piles. Dynamic load testing is not
27 required; dynamic load testing may be conducted at Contractor’s option
28 at no cost to Agency.
29

30 Test piles for Type A piles shall be driven before other Type A piling and
31 test piles for Type B piles shall be driven before other Type B piling.
32

33 Section 6-05.3(12) Determination of Bearing Values is supplemented
34 with the following.
35

36 The piles shall be impact driven.
37

38 The Contractor shall submit a Wave Equation Analysis of Piles in the
39 form of Type 2E working drawings for all selected driving systems and
40 required pile bearing resistances for use in determination of bearing
41 values.
42

43
44 Section 6-21 Load Transfer Platform
45

46 Section 6-21.1 Description
47

This work consists of furnishing and installing all materials and labor necessary to construct the load transfer platform (LTP) in accordance with the Plans and as designated by the Engineer. The LTP is an aggregate and geosynthetic structure that transfers and distributes loads between underlying pile foundations and overlying structures.

Section 6-21.2 Materials

Materials shall meet the requirements of the following sections:

Construction geosynthetics

9-33

Gravel borrow for structural earth walls

9-

03.14(4)

LTP reinforcement (longitudinal and transverse) shall consist of a uniaxial geogrid from the Qualified Products List with a minimum long-term design tensile strength (T_{al}) of 9 kips/ft. The requirements of Section 9-33.4 shall also apply to LTP reinforcement.

The requirements specified in Section 2-12.2 for geotextile shall also apply to materials used for the LTP.

Section 6-21.3 Construction Requirements

The LTP consists of a foundation/levelling course of gravel borrow for structural earth walls underlying alternating layers of LTP reinforcement and gravel borrow for structural earth walls. The number of layers of each and the spacing shall be as shown on the Plans and as designated by the Engineer.

Section 6-21.3(1) Quality Assurance

The Contractor shall complete the top of the leveling course to within 2 inches of the staked elevation unless otherwise directed by the Engineer. Subsequent layers of LTP reinforcement shall be placed to within 1 inch of the distance above the leveling course specified on the Plans.

The Contractor shall place the external dimensions of the LTP to within 2 inches of the location staked on the ground.

The completed LTPs shall meet the following requirements:

Deviation from the design batter and horizontal alignment for the face when measured along a 10-foot straightedge at the midpoint of each wall layer shall not exceed:	3 inches
Deviation from the overall design batter per 10 feet of LTP height shall not exceed:	2 inches
Maximum outward bulge of the face between backfill reinforcement layers shall not exceed:	4 inches

Section 6-21.3(2) Submittals

The Contractor shall submit Type 2 working drawings or construction narrative including at a minimum:

1. The Contractor's proposed LTP construction method, including proposed forming systems, proposed method of backfill placement, proposed method of maintaining a wrinkle-free LTP reinforcement during backfill placement, types of equipment to be used, proposed erection sequence and details of how the backfill will be retained during each stage of construction.
2. Manufacturer's Certificate of Compliance samples of the geosynthetic for the purpose of acceptance as specified.

Acceptance of the Contractor's proposed LTP construction details and methods shall not relieve the Contractor of their responsibility to construct the LTPs in accordance with the requirements of the Specifications or Special Provisions

Section 6-21.3(3) Foundation Preparation

The LTP foundation shall consist of a leveling course of gravel borrow for structural earth walls compacted to the thickness shown on the Plans. Leveling course shall be placed after pile top cutoff and treatment curing requirements are completed.

Section 6-21.3(4) Erection and Backfill

The Contractor shall begin LTP construction at the lowest portion of the excavation and shall place each layer horizontally as shown in the Plans. The Contractor shall complete each layer entirely before beginning the next layer.

LTP reinforcement splices shall not be permitted. LTP reinforcement (longitudinal and transverse) shall be continuous for the full length of the LTP.

The first layer of LTP reinforcement (longitudinal or transverse, as shown on the Plans) shall be stretched out to ensure that no slack or wrinkles exist in the geogrid prior to backfilling. Longitudinal reinforcement shall be placed such that the strong direction of the geogrid is oriented parallel to the project alignment and transverse reinforcement shall be oriented perpendicular to the project alignment.

The Contractor shall place fill material on the LTP reinforcement in lifts such that 4 inches minimum of fill material is between the vehicle or equipment tires or tracks and the LTP reinforcement at all times. The maximum static ground pressure exerted on the 4-inch-thick lifts shall be 6 psi. Compaction equipment within 4 inches of LTP reinforcement shall be of a 1-ton weight class or smaller.

The Contractor shall remove all particles within the backfill material greater than 1¼ inches in size. Turning of vehicles on the first lift above

1 the geosynthetic will not be permitted. The Contractor shall not end
2 dump fill material directly on the geosynthetic without the Engineer's
3 approval.
4

5 The Contractor shall use a temporary form system to prevent sagging
6 of the geosynthetic facing elements during construction. A typical
7 example of a temporary form system and sequence of geosynthetic
8 retaining wall construction required when using this form are detailed in
9 Standard Plan D-3.09 and is applicable to LTP construction. Soil piles
10 or the geosynthetic manufacturer's recommended method, in
11 combination with the forming system shall be used to hold the LTP
12 reinforcement in place until the specified cover material is placed.
13

14 The Contractor shall place and compact the LTP backfill in accordance
15 with the LTP construction sequence detailed in Standard Plan D-3.09
16 and Method C of Section 2-03.3(14)C, except as follows:

- 17 1. The maximum lift thickness after compaction shall not exceed 10
18 inches
- 19 2. The Contractor shall decrease this lift thickness, if necessary, to
20 obtain the specified density.
- 21 3. Rollers shall have sufficient capacity to achieve compaction without
22 causing distortion to the face of the wall in accordance with Section
23 6-.3(1).
- 24 4. The Contractor shall not use sheepfoot rollers or rollers with
25 protrusions.
- 26 5. The Contractor shall compact the zone within 3 feet of the back of
27 the LTP reinforcement facing wraps without causing damage to or
28 distortion of the LTP reinforcement wraps by using a plate
29 compactor. No soil density tests will be taken within this area.
- 30 6. The minimum compacted backfill lift thickness of the first lift above
31 each geosynthetic reinforcement layer shall be 4 inches.
- 32 7. All backfill between LTP reinforcement layers shall be compacted to
33 the required density prior to placement of the next LTP
34 reinforcement layer, unless approved otherwise by the Engineer.
35

36 Section 6-21.4 Measurement

37

38 LTP will be measured by the square foot of plan area of LTP at the base of the
39 LTP. See Section B, Sheet 8 of the Plans.
40

41 Section 6-21.5 Payment

42

43 "Load Transfer Platform", per square foot plan area.
44

45 All costs in connection with constructing the LTP as specified shall be included
46 in the unit Contract price per square foot, including hauling, furnishing, placing,
47 and compaction of the leveling course and backfill material, furnishing and
48 installing the LTP reinforcement and separation geotextile, furnishing and
49 installing the temporary forming system, and furnishing and installing the stay-
50 in-place temporary forming systems. .
51
52

1
2
3 **Division 7**
4 **Drainage Structures, Storm Sewers, Sanitary**
5 **Sewers, Water Mains, and Conduits**

6 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**
7

8 **7-05.3(1)A Adjust Manhole**
9 *(January 7, 2019 Lacey GSP)*

10 Add the following new section:

11 All manholes and Type 2 catch basins within the paved area, except those which are called
12 out to be raised to grade, shall be adjusted flush to the new pavement surface. No wood
13 adjustment of any kind will be allowed.
14

15 Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge
16 of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where
17 the Contractor excavates in the new pavement mat and does not find the iron appurtenance
18 to raise) shall result in a credit from the Contractor to the City of \$1000 for each occurrence.
19 Further, the Contractor shall repair the pavement patch as directed by the Engineer.
20

21 **7-05.3(7) Low Point Drain**
22 *(March 18, 2015 Lacey GSP)*

23 Section 7-05.3(7) is added with the following:
24

25 Low point drains shall be installed at low points in pressure sewer mains as shown in the
26 Plans and in accordance with the Contract Plans.
27

28 In the event the low point drain is installed outside paved area a concrete pad shall be
29 installed in accordance with the Contract Plans.

30 **7-05.5 Payment**
31 *(October 30, 2018 Lacey GSP)*

32 Supplement this section with the following:
33

34 The unit contract price per each for manholes and catch basins shall be full pay for
35 furnishing all labor, tools, equipment, and materials required to place the structure including
36 excavation, haul, backfill, testing, and all accessories, such as rings, covers, grates, steps,
37 grate inlets, trash racks, beehive grates and debris cages, removable silt trap tees, GU
38 liners, inside drops, outside drops and all other items needed to install the manhole complete
39 in place in accordance with the plans and these specifications in conformity with the lines
40 and grades staked.
41

42
43 "Low Point Drain ____ Inch Diam.", per each

44 The unit contract price per each for low point drains shall be full pay for furnishing all labor,
45 tools, equipment, and materials required to place the structure including excavations, haul,
46 backfill, testing, and all accessories, such as rings, covers, steps, valves, valve boxes, pipe

1 and all other items necessary for the unit to be installed complete in-place and flush with the
2 final pavement.

3 4 5 6 **7-06 Dewatering Work Area**

7
8 Section 7-06 supplemented with the following:

9
10 (*****)

11 12 **7-06.1 Description**

13
14 Section 7-06.1 is supplemented with the following:

15
16 This work also consists of any dewatering of the work area. Dewatering the groundwater
17 within the work area is expected in order to construct the project. Refer to the
18 Geotechnical Engineering Report in Appendix E for expected conditions.

19
20 The area that is isolated must be dewatered down to the elevation noted in the plans.
21 Provide secondary containment for all pumps used for dewatering the isolated work area.

22 23 **7-06.4 Measurement**

24
25 Section 7-06.4 is supplemented with the following:

26
27 “Dewatering” will not be measure but will be paid by Lump Sum.

28 29 **7-06.5 Payment**

30
31 Section 7-06.5 is supplemented with the following:

32
33 “Dewatering”, L.S.

34 Payment for the bid item “Dewatering” shall be by Lump Sum.

35 36 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

37 38 **7-08.1 Description**

39 *(December 31, 2014 Lacey GSP)*

40 This section is revised to read:

41
42 This work includes installing culverts, storm sewers, sanitary sewers, and water mains. The
43 contractor shall also follow Section 7-02, 7-04, 7-09 or 7-17 as it applies to the specific kind
44 of Work.

45 46 **7-08.2 Materials**

47 *(October 16, 2009 Lacey GSP)*

1 Supplement this section with the following:
2
3 Bank Run Gravel for Trench Backfill shall be in accordance with Section 9-03.19.
4 Controlled Density Fill shall be in accordance with Section 2-09.3(1)E.
5 Imported Pipe Bedding shall be in accordance with Section 9-03.16
6 .

7 **7-08.3 Construction Requirements**
8

9 **7-08.3(1) Excavation and Preparation of Trench**
10 *(October 30, 2018 Lacey GSP)*

11 Supplement this section with the following:
12

13 The contractor shall locate and preserve all existing utilities per RCW 19.122. Utility
14 locations shown on the plans depict the physical features that were visible at the time of the
15 survey. The City of Lacey is not responsible for the location of underground utilities that are
16 marked or not marked in the field by other utility providers. Utility service laterals are not
17 typically shown on plans or locatable and the contractor shall anticipate such services. The
18 City will locate the meters and the mains. For service laterals, pursuant to RCW 19.122.030,
19 the City will indicate a presence of an un-locatable service lateral and if requested can meet
20 with the contractor or provide copies of available records. The Contractor shall have a
21 crimping tool available during excavation to crimp any broken water services. Before
22 commencing work, the contractor shall coordinate with One-Call services to determine the
23 location of all utilities.
24

25 The Contractor shall pothole all apparent conflicts between existing utilities and proposed
26 construction as approved by the Engineer. The Contractor shall notify Engineer of location
27 and approximate time to complete prior to potholing. The Contractor shall notify the Engineer
28 of any conflicts with the existing utilities and proposed work at least 3 days prior to
29 proceeding with work. Potholing of the utilities shall be completed a minimum distance of
30 300 feet in front of pipe laying operations. No adjustment to the contract price or time will be
31 made if the contractor fails to follow this specification. Potholing for Utility Crossings and
32 Connections shall be performed by the Contractor using vacuum excavation truck or other
33 device approved by the Engineer. If the Contractor potholes prior to approval no
34 compensation shall be made for the potholing.
35

36 The Contractor shall deflect pressurized pipe at the joints no greater than the maximum
37 allowable deflection as determined by the pipe or fitting manufacturer to avoid conflicts with
38 crossing utilities. Vertical bends and vertical thrust blocking shall be avoided by deflecting
39 pipe either upwards or downwards prior to the utility crossing.
40

41 **7-08.3(1)A Trenches**
42 *(December 31, 2014 Lacey GSP)*

43 Section 7-08.3(1)A is supplemented with the following to the fourth paragraph:
44

45 All material excavated from trenches shall not be piled on the roadway.
46

47 **7-08.3(1)C Bedding the Pipe**
48 *(February 25, 2015 Lacey GSP)*

49 Section 7-08.3(1)C is supplemented with the following

1
2 If native material meets the requirements of 7-08.2 the Contractor shall use all suitable
3 native material prior to using imported pipe bedding or bank run gravel. All material shall be
4 approved by the Engineer prior to placement. If the Contractor places imported material
5 prior to approval, no compensation shall be made for the imported material.
6

7 **7-08.3(3) Backfilling**

8 *(October 30, 2018 Lacey GSP)*

9 Supplement this section with the following:

10
11 For backfilling trenches for longitudinal runs of pipe, the Contractor shall use all suitable
12 native material prior to using bank run gravel and/or controlled density fill. All native backfill
13 material shall be approved by the Engineer prior to placement. If the Contractor places
14 imported material prior to approval, no compensation shall be made for the imported
15 material. All backfill material shall be compacted and tested according to Section 2-
16 03.3(14)D.

17
18 For transverse runs of pipe including the service lines within the roadway prism, the
19 Contractor shall use controlled density fill unless approved otherwise by the Engineer. All
20 native material shall be excavated, hauled and disposed of offsite. All exceptions shall be
21 approved by the Engineer.

22
23 At the end of each workday, the Contractor shall install a lift of temporary asphalt cold mix on
24 top of the trench backfill, flush with the existing pavement. No trench excavation shall be
25 exposed to traffic without a temporary asphalt cold mix sealing the existing pavement
26 surface. If approved by the Engineer, the Contractor may choose to use HMA for Pavement
27 Repair Cl. 1/2" PG 64-22 for permanent pavement repair if a bid item for this work has been
28 included in the Proposal. All costs associated with providing and removal of temporary
29 asphalt cold mix shall be incidental to the bid item for the pipe being installed and no other
30 compensation will be allowed.

31
32 **7-08.3(3)A Controlled Density Fill**

33 *(December 31, 2014 Lacey GSP)*

34 Section 7-08.3(3)A is added with the following:

35
36 The Contractor shall use controlled density fill (CDF) as shown in the Plans or directed by
37 the Engineer.

38
39 Controlled Density Fill shall meet the following requirements:

40 1750# Sand,
41 1750# Pea Gravel,
42 230# Water,
43 141# Portland Cement,
44 6 ounces Water Reducing Agent per 100 lbs. cement.

45
46 The Controlled Density Fill will require 24 hours of cure time, or as directed by the Engineer.
47 Prior to backfill, all appurtenances shall be covered with 11 mill plastic as directed by the
48 Engineer.
49

1 **7-08.3(3)B Steel Plating for Pipe Trench**
2 *(February 25, 2015 Lacey GSP)*

3 Section 7-08.3(3)B is added with the following:

4
5 The Contractor shall install steel plating over the trench per the plans to allow for CDF to
6 fully cure and allow vehicle traffic to pass during non-working hours. The steel plating shall
7 remain complete over the trench until the pavement repair is complete. This process shall
8 be coordinated so that there will be minimum inconvenience to the public. All costs for all
9 labor, materials, and equipment to furnish, place, assemble, install, maintain and remove the
10 steel plates and associated materials shall be included in the unit contract price per foot of
11 pipe installed and no additional compensation shall be allowed.

12
13 **7-08.3(5) Pipe Abandonment**

14
15 *(*****)*

16 Add the following new section:

17
18 The Contractor shall abandon or remove pipes where shown on the Plans or directed by the
19 Engineer. All abandonments shall be done after all new utility mains and service connections
20 are installed unless authorized by the Engineer. Abandonments shall include all excavation,
21 pipe cutting and removal, fittings, concrete plugging, backfilling, haul, and disposal. Some
22 abandonments require specific fittings as indicated on the Plans. All fittings required to
23 complete the abandonment shall be included in the cost for the abandonment. Potholing per
24 7-08.3(1) to verify required fittings shall be done as directed by the Engineer. The valves
25 shall not be abandoned in place, the valves shall be removed and blind flanges installed.
26 Pipe abandonments shall be completed in cooperation with the engineer in order to minimize
27 disruption of utility service to the residents. If water services will be interrupted follow the
28 requirements of 7-09.3(19)B.

29
30 All pipes to be abandoned shall have the first 2 linear feet of abandoned pipe filled/plugged
31 with a watertight concrete grout. The inspector shall inspect the abandonment prior to
32 backfilling.

33
34 In the case of an abandonment or removal associated with a connection to an existing main,
35 no payment shall be made for the bid item "Pipe Abandonment". The Contractor shall
36 include all costs with these associated abandonments under the "Connect to Existing Water
37 Main" or "Connect to Existing Sanitary Sewer Force Main" pay item. In addition, payment for
38 "Pipe Abandonment" will only be paid for the locations and quantities called out on the plans
39 or as directed by the Engineer.

40
41 **7-08.3(6) Water Main/Sanitary Sewer Service Crossings**
42 *(February 25, 2015 Lacey GSP)*

43 Add the following new section:

44
45 Notify the Engineer if the waterline is less than 18 inches above sanitary sewer. The
46 minimum cover as shown on the plans may be reduced as approved by the Engineer to
47 maintain minimum vertical separation.

48

1 The Contractor shall install the longest standard length of water pipe so that the joints will fall
2 an equal distance from any sewer crossing. In some cases where minimum separation
3 cannot be maintained, it may be necessary to encase the water main as directed by the
4 Engineer. No concrete shall be installed unless specifically directed by the Engineer.

5
6 Costs to cut and place water pipe as specified shall be incidental to the water pipe line and
7 no other pay will be allowed.
8

9 **7-08.3(7) Connections to Existing Mains**

10 *(October 30, 2018 Lacey GSP)*

11 Add the following new section:

12
13 The Contractor shall be responsible for determining the scope of work for connection to
14 existing mains.

15
16 It shall be the Contractor's responsibility to field verify the location and depth of the existing
17 main and the fittings required in accordance with 7-08.3(1) to make the connections to the
18 existing mains including any pipe abandonment associated with the connections to existing
19 mains. Connections to existing mains shall be completed in cooperation with the engineer in
20 order to minimize disruption of service to the residents. All taps shall be a minimum of 36"
21 away from the bell joint unless otherwise approved by the engineer. The contractor shall
22 complete the verification of disinfected equipment form prior to performing and taps or cut-
23 ins.

24
25 Temporary blow-off assembly required for temporary or permanent release of air,
26 chlorination or flushing purposes shall be provided by the Contractor as a part of the
27 connection to existing main.

28
29 In the case of a live tap connection no payment shall be made for the bid item, "Connect to
30 Existing Water Main". The Contractor shall include all costs associated with live taps under
31 " _____ Inch Tapping Valve With Tapping Sleeve" pay items.

32
33 Payment for "Connect to Existing _____" will only be paid for the locations and quantities
34 called out on the plans or as directed by the Engineer. For purposes of payment, there will
35 be no distinction made for the difficulty of connecting to the existing main or the quantity of
36 connecting pipes or other materials needed.

37
38 **7-08.3(8) Detectable Marking Tape**

39 *(January 4, 2016 Lacey GSP)*

40 Add the following new section:

41
42 All pipeline installed under this contract will be identified by a continuous color-coded tracer
43 marker. For pressure lines it shall be buried 12 inches to 18 inches below finished grade,
44 and for sewer lines it shall be buried 24 inches to 30 inches below finished grade. The
45 marker shall be imprinted every 30 to 40 inches in permanent black ink indicating the type of
46 line buried below and shall also have the word "Caution" prominently shown.

47
48 The tracer marker shall be plastic non-biodegradable and have a metallic core or backing
49 which can be detected by a standard metal detector.
50

1 In addition to the detectable marking tape a U.S.E coated 12 gauge tracer wire shall be
2 taped to all mains and service lines. The wire shall be brought up and tied to all valves and
3 meter boxes. The tracer wire shall be looped up into all valve boxes per the plans. A low
4 voltage grease-type splice kits, or better shall be used on all tracer wire connection points.
5 After the wire nut is used to connect the wire together an overhand knot shall be tied just
6 outside the connection to prevent it from coming apart. All service and mainline tracer wires
7 shall be properly connected. A tracer wire magnesium anode shall be installed at all dead
8 ends of the tracer / locate system. On long stretches of pipe anodes may be required at a
9 minimum spacing of 1000'. The anode type shall be Copperhead Anode Part# ANO-14, 1.5#
10 x 1.315"Dx18.5"L or approved equal. When connecting a new main or a new service to an
11 existing main, the new tracer wire shall be connected to the existing tracer wire if available.
12

13 Special high strength locate wire may be required for directional drilling where the wire is
14 allowed to be pulled in with the pipe or conduit. High strength wire shall be Neptco Trace-
15 Safe 1800 lb. strength or approved equal and shall be connected with the wire
16 manufacturer's connections.
17

18 Continuity or locate testing of the wire will be done by the City. The contractor shall give 72
19 hours notice for continuity testing by the City. The testing shall be conducted prior to paving
20 or final restoration of landscape areas. The locating device will be connected to the tracer
21 wire at any or all Gate Valves and Services and tracer wire shall transmit an acceptable
22 signal strength as determined by the City for a minimum of 300 feet. Contractor will locate
23 and repair any failed connections.

24 The wire shall be furnished and installed by the Contractor.
25

26 Color coding of tape and wire shall be as follows:

- 27 a) Water – Blue
- 28 b) Sewer – Green
- 29 c) Reclaimed – Purple
- 30 d) Electrical conduits – Red
- 31 e) Communication Conduits - Orange
32

33 Installation of the pipeline tracer marker and 12 gauge coated copper wire is considered
34 incidental to the construction of the pipe and conduits and no other compensation will be
35 allowed.
36

37 **7-08.3(9) Concrete Thrust Blocking**
38 *(February 25, 2015 Lacey GSP)*

39 Add the following new section:
40

41 Install thrust blocking at bends, tees, dead ends, and crosses and as shown in the plans and
42 as directed by the Engineer. Thrust Blocking shall be commercial concrete poured against
43 undisturbed earth. An 11 mil plastic barrier shall be placed between all thrust blocks and
44 fittings. The calculations for thrust blocking are as follows:
45

46 Thrust at fittings in pounds at 225 pounds per square inch of water pressure.
47

Pipe Diameter	90° Bend	45° Bend	22-1/2° Bend	11-1/4° Bend	Dead End or Tee
4"	3,600	2,000	1,000	500	2,600

6"	8,000	4,400	2,300	1,200	5,700
8"	14,300	7,700	4,000	2,000	10,100
10"	22,300	12,100	6,200	3,100	15,800
12"	32,000	17,400	8,900	4,500	22,700
14"	43,600	23,600	12,100	6,100	30,800
16"	57,000	30,800	15,700	7,900	40,300
18"	72,000	39,000	19,900	10,000	51,000

SAFE SOIL BEARING LOADS:

Soil	Pounds per Square Foot
Muck, Peat	0,000
Soft clay	1,000
Sand	2,000
Sand and gravel	3,000
Sand and gravel cemented with clay	4,000

Ecology blocks may be used for thrust blocking if approved by the Engineer.

Installation of thrust blocking is considered incidental to the construction of the pipe and no other compensation will be allowed.

7-08.4 Measurement

(October 30, 2018 Lacey GSP)

Supplement this section with the following:

"Imported Pipe Bedding" will be measured per ton.

"Bank Run Gravel for Trench Backfill" will be measured per ton.

"Utility Potholing", will be measured per hour.

"Pipe Abandonment" will be measured per each, for each section called out on the Plans.

"Controlled Density Fill" will be measured by the cubic yard for the quantity of material placed.

"Connect to Existing Water Main" will be measured per each location called out in the plans.

"Connect to Existing Sanitary Sewer Force Main" will be measured per each location called out in the plans.

"_____ Inch Pipe Encasement" shall be measured by the linear foot of pipe casing actually installed.

7-08.5 Payment

*(*****)*

Supplement this section with the following:

"Bank Run Gravel for Trench Backfill" per ton and "Imported Pipe Bedding" per ton.

The unit contract price per ton for "Bank Run Gravel for Trench Backfill" and "Imported Pipe Bedding" shall be full compensation for all labor, material and equipment to furnish, place and compact the backfill. Native material used for backfill shall be considered incidental to the pipe installation and no additional compensation shall be allowed.

1
2 Payment shall be based on actual amount of imported bedding or bank run gravel for trench
3 backfill used. The Engineer reserves the right to adjust the bid proposal quantity as required.
4
5 There will be no additional compensation made for the removal and wasting of trench
6 excavation that is unsuitable for backfill.
7
8 If no bid item for "Bank Run Gravel for Trench Backfill" or "Imported Pipe Bedding" is
9 included, any work described in these sections shall be included in the unit contract price per
10 foot of pipe installed and no additional compensation shall be allowed.
11
12 "Utility Potholing", per hour shall be full compensation for all labor, material and equipment
13 necessary to excavate, backfill, and restore the utility location(s) required by the Engineer
14 and determine its vertical and horizontal location. Utility potholing will only be paid for work
15 approved by the Engineer in advance.
16
17 If no bid item for "Utility Potholing" is included, any work described in this section shall be
18 incidental to the project.
19
20 "Pipe Abandonment", per each.
21 The unit contract price per each for "Pipe Abandonment" shall be full pay for providing all
22 labor, tools, equipment and materials necessary to abandon or remove the specified piping
23 including the plug material.
24
25 If no bid item for "Pipe Abandonment" is included, any work described in this section shall be
26 incidental to the project.
27
28 "Controlled Density Fill", per cubic yard.
29 If no bid item for "Controlled Density Fill" is included, any work described in this section shall
30 be incidental to the project.
31
32 "Connect to Existing Water Main", per each.
33 The unit contract price for "Connect to Existing Water Main" shall be full pay for providing all
34 labor, tools, equipment, and materials necessary to connect to the existing main. For
35 purposes of payment, there will be no distinction made for the difficulty of connecting to the
36 existing main or the quantity of connecting pipes or other materials needed. If no such item
37 exists all costs shall be incidental to the project and no additional compensation shall be
38 allowed.
39
40 "Connect to Existing Sanitary Sewer Force Main", per each.
41 The unit contract price for "Connect to Existing Force Main" shall be full pay for providing all
42 labor, tools, equipment, and materials necessary to connect to the existing force main. For
43 purposes of payment, there will be no distinction made for the difficulty of connecting to the
44 existing main or the quantity of connecting pipes or other materials needed. If no such item
45 exists all costs shall be incidental to the project and no additional compensation shall be
46 allowed.
47
48 The unit contract price per linear foot of "_____ Inch Pipe Encasement" shall be full
49 compensation for all labor, material, tools and equipment to furnish, place, assemble, and
50 install pipe casement, complete in place, including but not limited to pipe, all fittings including
51 casing spacers, end seals and other fittings not shown on the Plans, joint materials, special
52 requirements, commercial concrete or controlled density fill, and dewatering.

1 **7-09 WATER MAINS**

2

3 **7-09.1 Description**

4 *(January 3, 2017 Lacey GSP)*

5 Supplement this section with the following:

6

7 Various transition couplings, flanged coupling adapters, transition couplings with follower
8 flanges and gaskets, and other miscellaneous couplings and fittings may be required for
9 performance under this project.

10

11 It shall be the Contractor's responsibility to determine what specific couplings, adapters, and
12 fittings that will be used to make connections shown on the plans. The Engineer has shown
13 specific existing material types, and nominal sizes using the best information available. The
14 Engineer has not determined the specific dimensions of existing materials. The Contractor
15 shall submit a sketch showing configuration and materials of the proposed connection for
16 review and approval.

17

18 Where vertical bends or pipe ends are required, the pipe and fittings shall be restrained on
19 each side of the bend for a distance as recommended by the manufacturer.

20

21 **7-09.2 Materials**

22 *(February 14, 2023 Lacey GSP)*

23 Supplement this section with the following:

24

25 All pipe for water mains shall have flexible gasket joints and shall comply with one of the
26 following two types unless otherwise specified on the plans:

27

28 Ductile iron pipe shall conform to AWWA C 151 Standard Thickness Class 52 and have a
29 cement mortar lining conforming to AWWA C 104. All push-on joints shall be made using
30 rubber gaskets conforming to AWWA C 111. Push-on pipe joints shall be un-restrained,
31 except where identified on the plans or when used in conjunction with vertical bends, unless
32 directed otherwise by the engineer.

33

34 PVC pipe shall conform to AWWA C900 and to the latest revision of the following standards,
35 PVC Compound ASTM D1784 Class 12454B, Gasket ASTM F477, Manufacturing ASTM
36 D2241. Pipe for potable water use shall be certified NSF 6, have a Dimension Ratio of 14,
37 and be blue or white in color. Push-on pipe joints shall be un-restrained, except where
38 identified on the plans or when used in conjunction with vertical bends, unless directed
39 otherwise by the engineer.

40

41 All pipe, 12 inches or larger in diameter shall be ductile iron pipe unless PVC is approved by
42 the Engineer.

43

44 PE Pipe: All 2 inch and smaller diameter pipe shall be NSF Approved, PE3408 blue
45 polyethylene pipe manufactured from virgin materials. Pipe shall meet the following
46 specifications:

47

- 48 • ANSI/AWWA C901
- 49 • ASTM D1248, ASTM D 3350, ASTM D 2239, ASTM D 3035 and ASTM D 2737,
- 50 • Pressure Class 200, SIDR - 7(Standard Inside Dimension Ration-Pressure Rated),
- Cell classification 345464C,

Pipe shall be manufactured by Interstate Plastics, Philips Driscopipe, Eagle Pacific, Superlon Plastics, U.S. Poly or approved equal.

Pipe restraints shall not be used as a substitute for thrust blocking unless approved by the engineer.

Where restrained joint pipe is identified on the plans the pipe and all associated fittings must be restrained by an approved pipe restraint system within the areas noted. Where vertical bends are used a minimum of 2 pipe joints or 25 lineal feet either side of the fitting (90°, tee, etc.), or as directed by the engineer, shall be restrained using an approved pipe restraint system.

Joint restraints for push-on joint ductile iron pipe shall be "Field Lok" type gaskets rated to 350 p.s.i and tested in accordance with ANSI/AWWA C111/A21.11, TR Flex as furnished by U.S. Pipe, Piranha as furnished by Romac, or Gripper Gasket LLC.

Joint restraints for push-on joint PVC pipe shall be Certa-Lok by CertainTeed Corporation, Eagle Loc 900 by JM Eagle, Diamond Lok-21 by Diamond Plastics, or RieberLok gasket. Bell restraint devices may be used where approved by the engineer. Bell restraint devices for PVC pipe shall have a working pressure of at least 200 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG series 2800, Uni-Flange Series 1390, Romac Industries, Inc., U.S. Gripper, or approved equal.

All fittings for ductile iron pipe or PVC pipe shall be ductile iron compact fittings conforming to AWWA C 153 or conforming to AWWA C 110 and C 111. All shall be cement mortar lined conforming to AWWA C 104. Plain end fittings shall be ductile iron if mechanical joint retainer glands are installed on the plain ends. All fittings shall be flanged or mechanical joint.

All mechanical joint fittings shall be equipped with a mechanical joint restraint device consisting of wedges or lugs integral to the retaining gland. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG, Ford Uni-Flange Series 1400, Romac Industries, Inc., U.S. Gripper, or approved equal.

All pipe shall be new and in good condition with no visible signs of UV damage, fading or other defects.

7-09.3(19)B Maintaining Service

(*****)

Supplement this section with the following:

Where existing water services must be interrupted, the Contractor shall notify the Engineer as to the date, time and duration of the interruption, a minimum of 72 hours (3 working days) prior to the interruption. The Contractor shall field verify pipe diameter and fittings prior to requesting a service interruption. The City will notify customers involved or affected by the water service interruption. The Contractor shall make every effort to schedule water main construction with a minimum interruption of water service. Water service can not be interrupted before 8:00 am or during the times noted in the plans. Existing pipe shall be cut

1 and connection ready to be made by 11:00 am or the shutdown must be rescheduled unless
2 otherwise approved by the Engineer.

3
4 **7-09.3(24) Disinfection of Water Mains**
5 *(February 14, 2023 Lacey GSP)*

6 Modify this section with the following:

7
8 The Contractor shall provide extra safeguards to prevent contamination, rocks, sand or
9 foreign matter from accumulating in the pipe.

10
11 Unless otherwise approved by the Engineer, the method for disinfecting water mains shall be
12 by dry Calcium Hypochlorite conforming to ANSI/
13 AWWA B300 and NSF/ANSI 61 as defined in Section 7-09.3(24)D of the WSDOT Standard
14 Specifications and AWWA C651-14 Sec. 4.1.3 and Sec. 4.3. If adhesives are used to
15 secure chlorine tablets to the pipe interior, they must meet the requirements of NSF/ANSI 61
16 and AWWA C651-14 Sec. 4.3.3.

17
18 Pipe and fittings used in connections to existing mains shall be less than one pipe length
19 (generally less than 20 ft), and spray disinfected, swabbed or immersed for disinfection as
20 per AWWA C651-14 Sec. 4.10 and 4.11 (1% chlorine solution).

21
22 Bacteriological testing shall be done by the City per AWWA C651-14 Sec. 5.1 Option A or B.
23 Option B may not be able to be used if the pressure in the line is too low to allow the sample
24 tap to run continuously for 15 minutes without opening the system valve. Bacteriological
25 testing must be scheduled with the Engineer at least 3 days in advance. Any samples
26 needed on a Friday must be completed prior to 10:00 AM. Results are typically provided
27 within four (4) working days but may take up to (7) working days. If the samples fail to
28 produce acceptable results, the main shall be re-chlorinated by the continuous-feed or slug
29 method until satisfactory results are obtained per AWWA C651-14.

30
31 The Contractor shall flush the new main. Flushing mains shall require the assistance of City
32 utility personnel and shall be coordinated with the Engineer 3 working days in advance.

33
34 **7-09.3(24)A Flushing**
35 *(December 31, 2014 Lacey GSP)*

36 Modify this section by deleting the first sentence of the fourth paragraph and replacing it with
37 the following:

38
39 The Contractor shall be responsible for disposal of treated water flushed from mains and
40 shall neutralize the wastewater for protection of aquatic life in the receiving water and their
41 associated surface and ground water tributaries, before disposal into any natural drainage
42 channel, i.e., receiving water, waters of the State, including wetlands.

43
44 **7-09.5 Payment**
45 *(October 30, 2018 Lacey GSP)*

46 Supplement this section with the following:

47
48 The pay item in quotes is revised to read, "_____ Inch Water Main."

1 The unit contract price for “_____ Inch Water Main” per linear foot shall be full pay for
2 furnishing all labor, materials, tools and equipment, necessary to install the water main,
3 complete in-place, including but not limited to pipe, couplings, adaptors, crosses, tees,
4 bends, reducers, caps, plugs, restrained joint fittings, bend markers, and other fittings not
5 specifically identified on the plans. Further, all excavation, bedding, backfilling with native
6 material, compacting, temporary patching, formed thrust blocking, testing, flushing, and
7 disinfecting shall also be included in the unit contract price. Items not specifically identified
8 on the plans but necessary to properly install the water main shall be considered incidental
9 to the water main and no other compensation shall be allowed.
10
11 Temporary blow-off assembly required for temporary or permanent release of air,
12 chlorination or flushing purposes shall be provided by the Contractor as a part of the new
13 water main. The unit contract price for “___ inch Water Main” shall be full pay for providing all
14 labor, tools, equipment, and materials necessary to abandon the pipe including temporary
15 blow-off assembly.

16 **7-12 VALVES FOR WATER MAINS**

17 18 **7-12.2 Materials**

19 *(February 14, 2023 Lacey GSP)*

20 Supplement this section with the following:

21
22 All valves shall be non-rising stem, resilient wedge gate valves conforming to AWWA C515
23 unless otherwise specified and shall be American AVK, Clow, EJ Flowmaster, Kennedy, M &
24 H, Mueller, Waterous Series 2500. The minimum cover over the valve, measured from the
25 valve operator nut to finished grade, shall be 20 inches. Gate valves 14 inches and larger
26 that are unable to provide 20 inches of cover over the valve shall be factory equipped with a
27 bevel gear actuator for horizontal installation as directed by the engineer. The bevel gear
28 actuator shall be rated for buried installations.

29
30 Butterfly valves shall meet all the requirements of AWWA C504 Class 150B and shall be
31 Allis Chalmers, Kennedy, Linseal III, M&H, Mueller, Pratt Groundhog.

32
33 Valves shall be bolted to the tee and the cross with flanged ends. Joint materials for flanges
34 shall be 1/8 inch thick one piece, cloth inserted rubber gaskets conforming to AWWA C107-
35 78.

36
37 Bolts for all flanged and mechanical joints shall be high strength, low alloy steel bolts only,
38 meeting the current provisions of American National Standard ANSI/AWWA C111/A 21.11
39 for rubber gasket joints for cast iron or ductile iron pipe and fittings.

40
41 Valve boxes shall be East Jordan Iron Works #248 or Olympic Foundry VB-950, 6-3/4 inch
42 OD with recessed handle type iron cover marked "CITY OF LACEY WATER."

43
44 Tapping sleeves shall be stainless steel with ductile iron flange and shall be Romac "SST" or
45 approved equal.

46
47 Two inch air and vacuum release valve shall be a two inch ARI D-040. Fiberglass enclosure
48 shall be Vent Guard Model No. AVG1824, Beige in color, manufactured by Hot Box, Inc.
49 (800) 736-0238. An insulation pouch shall be placed over the air release assembly. The 18"

1 x 24" insulation pouch shall be beige in color with the opening on the 18" side, and
2 manufactured by DeKorra Products LLC

3
4 Valve insertions shall be Romac InsertaValve or Hydra-Stop Insta-Valve Plus and be
5 completed by an experienced installer.

6
7 **7-12.3(3) Adjust Valve Box**

8
9 (*****)

10 Add the following new section:

11
12 Where shown on the plans or where directed by the Engineer, existing valve boxes shall be
13 raised or lowered to the grade as staked or otherwise designated by the Engineer. The
14 Contractor shall supply and install new valve boxes and covers as part of raising valve boxes
15 to grade. The finished installation shall conform to the detail shown in plans.

16
17 All new and existing valve boxes located in any unpaved area shall have a concrete pad
18 poured or placed entirely around each valve box. The pad shall be a minimum of 36 inches
19 by 36 inches for each valve box. The concrete shall be commercial concrete or better with a
20 minimum thickness of 8 inches.

21
22 Maximum distance allowed from edge of iron ring or frame of appurtenance to outside edge
23 of pavement restoration is 18 inches. Patches larger than this or clean misses (e.g. where
24 the Contractor excavates in the new pavement mat and does not find the iron appurtenance
25 to raise) shall result in a credit from the Contractor to the City of \$1000 for each occurrence.
26 Further, the Contractor shall repair the pavement patch as directed by the Engineer.

27
28 See Section 5-04.3(26) Utility Access for additional requirements.

29
30 **7-12.5 Payment**

31 *(April 2, 2018 Lacey GSP)*

32 Supplement this section with the following:

33
34 "Adjust Valve Box," per each.

35
36 " _____ Inch Gate Valve," per each.

37 The payment for the various items specified above shall be full pay for furnishing all labor,
38 materials, tools, and equipment necessary to install the unit complete in place on the water
39 main, including trenching, concrete pads and concrete or asphalt restoration of adjacent
40 areas, disinfecting, testing, blocking of valve, valve box and marker post.

41
42 " _____ Inch Air and Vacuum Release Valve," per each.

43 The unit contract price for per each for " _____ Inch Air and Vacuum Release Valve" shall be
44 full pay for furnishing all labor, materials, tools and equipment, necessary to install the
45 air/vacuum release valve, complete in-place, including but not limited to pipe, valves,
46 couplings, adaptors, bends, reducers, box and concrete foundation, and other fittings not
47 specifically identified on the plans.

48
49 " _____ Inch Tapping Valve with Tapping Sleeve," per each.

1 The payment for the various items specified above shall be full pay for furnishing all labor,
2 materials, tools, and equipment necessary to install the unit complete in place on the water
3 main, including any size tapping sleeve required for the connection, any size valve as shown
4 on plans, trenching, jointing, welding, preparation, concrete pads, disinfecting, testing,
5 blocking of valve, valve box and marker post.

6 **7-14 HYDRANTS**

7

8 **7-14.2 Materials**

9 *(March 3, 2022 Lacey GSP)*

10 Modify this section with the following:

11

12 Fire hydrants shall be Waterous Pacer, Mueller Centurion, M & H Reliant Style 129S,
13 Kennedy K-81, or EJIW 5CD250 conforming to AWWA C 502. The valve opening shall be 5
14 1/4-inch diameter. Hydrants shall be mechanical joint, 4-1/2 feet standard bury with two 2-
15 1/2 inch outlets and one pumper port, and shall have a 1.25-inch pentagonal operating nut
16 (counter clockwise opening). All hydrants shall be outfitted with a 4-1/2" NST by 5" Storz
17 adapter with cap.

18

19 Some locations may require other than the 4-1/2 feet standard bury. Contractor shall be
20 responsible for determining actual required bury and provide proper standpipe height.

21

22 Blow-off Hydrants shall be Eclipse MainGuard Model No. 78. Pipe and fittings for blow-off
23 hydrant installation shall conform to the requirements of Section 7-15. The factory 2.5" cap
24 shall be replaced with a plastic/nylon style cap with 2.5" NST thread.

25

26 **7-14.3(1) Setting Hydrants**

27 *(December 31, 2014 Lacey GSP)*

28 Supplement this section with the following:

29

30 A 6 foot wide cleared area, centered along the pipe, shall extend from the edge of pavement
31 to 3 foot past the new hydrant, not to exceed the right-of-way line. The clearing may include
32 trimming of trees and shrubs to an overhead height of 10 feet as directed by the Engineer.
33 Upon completion of fire hydrant installation, the cleared area shall be graded and restored as
34 directed by the Engineer.

35

36 **7-14.5 Payment**

37 *(February 14, 2023 Lacey GSP)*

38 Supplement this section with the following:

39

40 The unit contract price for all items in this section shall also include, but not be limited to,
41 trench excavation and backfill, gravel backfill, fill and grading 3' around hydrant and between
42 hydrant and edge of roadway, painting, extensions, fittings, ductile iron spool between the
43 main and hydrant, Storz adapter, Megalug restraining joints, and blue hydrant marker.

44

7-15 SERVICE CONNECTIONS

7-15.2 Materials

(November 20, 2020 Lacey GSP)

Supplement this section with the following:

Service pipe from the main to the new meter shall be the appropriate size shown in the table below.

Meter Size	Pipe Diameter
5/8" Single Meter	1-1/2"
5/8" Double Meter	1-1/2"
1"	1-1/2"
2"	2"

One and one-half and two inch diameter service lines shall be NSF Approved, PE4710 blue polyethylene pipe manufactured from virgin materials. Pipe shall meet the following specifications:

- ANSI/AWWA C901
- ASTM D1248, ASTM D 3350, ASTM D 2239, ASTM D 3035 and ASTM D 2737,
- Pressure Class 200, SIDR - 7(Standard Inside Dimension Ration-Pressure Rated),
- Cell classification 345464C,

Pipe shall be manufactured by Interstate Plastics, Philips Driscopipe, Eagle Pacific, Superlon Plastics, U.S. Poly or approved equal.

Service pipe from the new 5/8" meter to the old 5/8" meter location shall be minimum 1" diameter polyethylene plastic pipe minimum pressure Class 200. Service pipe greater than 100 ft. in length from new meter to old meter location shall be 1-1/2" diameter until it is connected to existing service line. The Contractor shall identify the diameter of the existing service line to remain in-place at the old meter location and provide the required fittings necessary for the transition.

Service Saddle shall be ductile iron with double stainless steel straps or bands. All clamps or bands shall have rubber gaskets and I.P. threaded outlets (Ford FS202, Romac 202S or approved equal.)

1-1/2" Corporation Stop shall be all brass, "ball valve" type, male iron pipe thread inlet by pack joint outlet conforming to AWWA C800, Ford FB1101, Mueller E25029, AY McDonald 74704B-1.5" or approved equal. 2" Corporation Stop shall be Ford FB 11017G, Mueller H9969, AY McDonald 74704B-2" or approved equal.

1-1/2" Curb Stop shall be all brass, "ball valve" type, pack joint inlet by female iron pipe thread outlet conforming to AWWA C800, Ford B61, Mueller E25171, AY McDonald 76101-1.5" or approved equal. 2" Curb Stop shall be Ford FOB61-777, Mueller B20283, AY McDonald 76101-2" or approved equal.

"U" Branch Piece for 5/8" double meter shall be all brass, 1" male iron pipe thread inlet by two 3/4" male iron pipe outlets conforming to AWWA C800 (Ford U88-43-7.5, Mueller MH15364GFWD, AY McDonald 708UMM 1"x3/4"x7.5" or approved equal.

1 Stainless steel inserts shall be used with all pack joint fittings. Further, all bushings,
2 reducers, nipples, couplings, adaptors, and fittings required to make service connections
3 shall be all brass conforming to AWWA C800 manufactured by Ford or approved equal.
4
5 Meter setters shall be all copper, Ball valve style with locking wing and check valve. The
6 Contractor shall remove and reinstall the existing meter in the new setter after testing of new
7 water main and service line. The Contractor shall use care in removing and reinstalling the
8 existing meter. All fittings and meters shall be kept clean and free of dirt or foreign material
9 and sprayed with a light bleach / chlorine solution prior to installation. Services shall be
10 flushed at the customer hose bib after final meter installation to clear the service line,
11 remove air and to verify good flow. All costs for replacing a broken meter due to the
12 Contractor's neglect shall be borne by the Contractor.
13

Meter Size	Meter Setter
5/8" Single Meter	Ford VH 72-15W or Mueller B2404-R2EF15 or AY McDonald AY-720-215WCD
5/8" Double Meter	Ford VH 72-15W (2 ea) or Mueller B2404-R2AG15 (2ea) or AY McDonald AY-720-215WCD (2ea)
1" Meter	Ford VBH 74-15W or Mueller B2404-R2AG15 or AY McDonald AY-720-415WCDD
1-1/2" Meter	Ford VBH 76-15HB or Mueller B2423-29900015-15 with high by-pass or AY McDonald AY-720R615WDFF
2" Meter	Ford VBH 77-15HB or Mueller B2423-29900015-2 with high by-pass or AY McDonald AY-720R715WDFF

14
15 Meter boxes shall be placed in non-traffic or non-parking areas whenever possible. Meter
16 boxes and lids shall be Christy Fibrelyte. Covers with reader doors in them will not be
17 allowed. Meter boxes may be placed in traffic/parking areas if shown on the plans or as
18 directed by the engineer. In these areas the meter boxes shall be Old Castle or Christy
19 reinforced concrete with a steel H20 traffic rated cover marked water.
20

Meter Size	Meter Box	Meter Box
5/8" Single Meter	Christy Fibrelyte FL30T-12	Christy Fibrelyte FL30-D with "City of Lacey" in the lid
5/8" Double Meter	Christy Fibrelyte FL36T-12	Christy Fibrelyte FL36-D with "City of Lacey" in the lid
1" Meter	Christy Fibrelyte FL36T-12	Christy Fibrelyte FL36-D with "City of Lacey" in the lid
1-1/2" Meter	Christy Fibrelyte FL36T-18	Christy Fibrelyte FL36-D with "City of Lacey" in the lid
2" Meter	Christy Synertech SYN2436T-18	Christy Synertech SYN2436T with "City of Lacey" in the lid

21

Imported service line bedding shall meet the requirements of Section 9-03.16. See Section 7-08 "Imported Pipe Bedding" for measurement and payment of service line bedding.

7-15.3 Construction Requirements
(December 31, 2014 Lacey GSP)

Supplement this section with the following:

The Contractor shall locate and verify the size and type of existing services. The approximate locations of the existing services are shown on the Plans. Existing services may be located on private property, close to buildings, in backyards, or other complex construction locations.

The Contractor shall notify private property owners 24 hours prior to any scheduled water outage. In addition, the Contractor shall knock on the door of the house affected one hour before the outage and notify the homeowner of the outage. Disruption of existing services shall be minimized.

Service line from the new water main to the new meter setter, including the new meter setter, shall be bedded with imported service line bedding. The service line from the new meter setter to the connection to the existing service line shall be bedded with suitable native material as directed by the Engineer.

The Contractor shall take special care with the work on private property. The Contractor shall verify with the Engineer and/or Property Owner final service line route that will minimize damage to landscaping or improvements, and restore all damaged items to a condition equal to or better than the original condition. For service lines crossing under sidewalks, driveways, or landscaped areas, the Contractor shall layout new service line routes prior to excavation for approval by the Engineer. Service line routes should minimize removal of asphalt, concrete, and mature landscaping.

7-15.3(2) Connection To New Water Main
(January 3, 2017 Lacey GSP)

Add the following new section:

Service lines between the new water main and the existing service line past the existing meter setter shall be installed prior to testing and disinfecting the new water main. Disinfect fittings and pipe prior to installation.

Installation/replacement of a service to a new water main shall include the following:

- install new service line to new meter setter and box,
- install new service line from new meter setter to existing meter service,
- verify each individual existing water service is disconnected,
- remove old service to include; meter, meter box, setter, and any associated appurtenances,
- reinstall existing meter in new meter setter,
- connect new service line to existing service line on the property side of the old service (no jumpers will be allowed at existing setters).
- coordinate with the customer to flush the service line at the customer's outside faucet and verify all faucets are functioning

1 If after abandoning the old water main(s) it is determined that a customer is without water
2 and a service was not shown on the plans at that particular location, the Contractor shall
3 within 24 hours install a new service connection as directed by the Engineer.
4

5 **7-15.3(3) Connection To Existing Water Mains**
6 *(January 3, 2017 Lacey GSP)*

7 Add the following new section:
8

9 Disinfect fittings and pipe prior to installation.
10

11 Connection of a service to an existing water main shall include the following:

- 12 • locate, excavate, and connect to the existing water main,
- 13 • install new service (with or without meters as identified on the plans),
- 14 • verify each individual existing water service is disconnected (unless meter credit is
15 noted),
- 16 • remove old service to include; meter, meter box, setter, and any associated
17 appurtenances (unless meter credit is noted),
- 18 • install a service line from the new service to the existing service line on the property
19 side of the old service (unless meter credit is noted).
20

21 If after abandoning the old water main(s) it is determined that a customer is without water
22 and a service was not shown on the plans at that particular location, the Contractor shall
23 within 24 hours install a new service connection as directed by the Engineer.
24

25 **7-15.3(5) Repair of Existing Water Service**
26 *(January 3, 2017 Lacey GSP)*

27 Add the following new section:
28

29 If while pushing or excavating, an existing service line is broke. The Contractor shall follow
30 the course of action as stated below:

- 31 • Immediately call or notify the Engineer
- 32 • Crimp service line if possible,
- 33 • If needed, assist the Engineer or City of Lacey Water repair crew to throttle down the
34 water main,
- 35 • Disinfect all fittings and pipe prior to installation. Excavate and repair broken service
36 line while under the direct supervision of the Engineer or wait for assistance from the
37 City of Lacey Water repair crew,
- 38 • Flush repaired service line at setter with the assistance of the Engineer until water
39 flow becomes clean, inspect and flush setter and meter, reconnect old service line to
40 meter setter (if applicable) and resume service to residence. Flush hose bib at
41 residence or building until air is removed and water runs clear.
42 •

43 **7-15.3(6) Irrigation and Electrical Systems Testing and Repair**
44 *(December 31, 2014 Lacey GSP)*

45 Add the following new section:
46

47 The Contractor shall operationally test existing irrigation and landscape electrical systems
48 prior to construction at individual residences. If it is found through the baseline tests that an

1 existing system does not operate correctly, the Contractor shall demonstrate the discrepancy
2 to the Engineer and the problem(s) will be documented. The Contractor shall take
3 precaution to avoid cutting or breaking of lines and services during service line installation. If
4 a line is cut or broke, the Contractor shall immediately repair and test the system prior to
5 continuing on with other service line installations.
6

7 Upon completion of the service line installation, the Contractor shall once again test the
8 existing systems and compare to the baseline tests conducted prior to work within the yard.
9 Any discrepancies between the baseline test and the final tests shall be repaired prior to
10 continuing on with other service line installations.
11

12 **7-15.3(7) Residential Lawn and Landscape Repair**
13 *(December 31, 2014 Lacey GSP)*

14 Add the following new section:
15

16 The Contractor shall limit damage of existing lawn and landscaping during service and
17 service line installation. All damage shall be repaired equal to or better than the existing
18 condition as shown in the preconstruction video. All costs for restoration with the exception
19 of Topsoil Type A and Bark or Wood Chip Mulch shall be included in the unit price per single
20 or double meter service.
21

22 **7-15.5 Payment**
23 *(October 16, 2016 Lacey GSP)*

24 Supplement this section with the following:
25

26 “___Inch Single Meter Service Connected to Existing Water Main”, per each.
27 The unit contract price for the above bid items shall be full compensation for all labor,
28 material, and equipment to furnish and install the meter service(s) complete and to final
29 grade including, but not be limited to, service saddle, tapping the pipe, corporation stops,
30 service lines, meter, meter setter or tandem setter, pressure reducing valve(s), meter box,
31 and all miscellaneous couplings, fittings, and adapters to install the service lines and connect
32 to the existing service. Furthermore, pushing, boring, or directional drilling of new service
33 line including encasement, repair of broken utility and service lines, and lawn and landscape
34 restoration per service install is included.
35

36 Progress payment of 50% shall be allowed once service line(s) is installed up to existing
37 meter setter(s) and water main and service lines are flushed and tested. Complete and final
38 payment shall be allowed once residence(s) has full use of new system and repair of lawn
39 and landscaping is completed.
40

41 For purposes of payment, there will be no distinction made for the difficulty of disconnecting
42 the old meter and reconnecting to the new meter or the length of service line required for
43 each new meter service.

44 **7-17 SANITARY SEWERS**
45

46 **7-17.1 Description**
47 *(October 29, 2010 Lacey GSP)*

1 Supplement this section with the following:
2
3 Various transition couplings, flanged coupling adapters, transition couplings with follower
4 flanges and gaskets, and other miscellaneous couplings and fittings may be required for
5 performance under this project.
6
7 It shall be the Contractor's responsibility to determine what specific couplings, adapters, and
8 fittings that will be used to make connections shown on the plans. The Engineer has shown
9 specific existing material types, and nominal sizes using the best information available. The
10 Engineer has not determined the specific dimensions of existing materials.
11
12 **7-17.2 Materials**
13 *(November 20, 2020 Lacey GSP)*

14 Delete this section and replace with the following:
15

16 Gravity Sewer Pipe - Pipe used for gravity sewer shall meet the requirements of WSDOT
17 Section 9-05.12(1) Solid Wall PVC Sanitary Sewer Pipe. All pipe shall be white or green in
18 color.
19

20 PVC Pressure Pipe – All pipe less than 4 inches in diameter shall be Schedule 80 PVC,
21 ASTM D1784. All pipe 4 through 12 inches in diameter, shall be PVC C900 DR 14, meeting
22 the requirements of WSDOT Section 9-30.1. A combination of solvent weld and PVC
23 threaded schedule 80 fittings may be required to properly plumb the pump discharge piping
24 to and through the valve vault. All pipe shall be grey, green or white in color. No sewer pipe
25 installed in this project shall be blue.
26

27 HDPE (High density Polyethylene Pipe) Pressure Pipe- All HDPE pipe shall be Hi density
28 ASTM D 3350, SDR 11 4710 socket welded or butt fusion welded and be sized by inside
29 pipe diameter (see table below). IPS HDPE pipe shall be used; however, in cases where the
30 required inside diameter of the pipe cannot be obtained using IPS HDPE, ductile iron pipe
31 size (DIPS HDPE) pipe may be required. All HDPE pipe used for sewer shall be green or
32 black with a green stripe manufactured on the pipe.
33

34 Table: Typical Sizes And Dimensions For Iron Pipe Size (IPS) PE3408
35 High Density Polyethylene (HDPE) Pipe

PRESSURE RATING		DR 11 (160 PSI)		
NOMINAL SIZE	ACTUAL O.D.	MINIMUM WALL THICKNESS	AVERAGE I.D.	WEIGHT LB/LF
2"	2.375"	0.216"	1.917"	0.639
3"	3.500"	0.318"	2.825"	1.387
4"	4.500"	0.409"	3.633"	2.294
5"	5.375"	0.489"	4.339"	3.272
5"	5.563"	0.506"	4.491"	3.505
6"	6.625"	0.602"	5.348"	4.971
7"	7.125"	0.648"	5.752"	5.750
8"	8.625"	0.784"	6.963"	8.425
10"	10.750"	0.977"	8.678"	13.089
12"	12.750"	1.159"	10.239"	18.412
14"	14.000"	1.273"	11.302"	22.199
16"	16.00"	1.455"	12.916"	28.994
18"	18.00"	1.636"	14.531"	36.696
20"	20.00"	1.818"	16.145"	45.304

22"	22.00"	2.000"	17.760"	54.818
24"	24.00"	2.182"	19.375"	65.237
26"	26.00"	2.364"	20.989"	76.563
28"	28.00"	2.545"	22.604"	88.795
30"	30.00"	2.727"	24.218"	101.934

Note:

Average inside diameter calculated using nominal OD and minimum wall plus 4% for use in estimating fluid flows. Actual ID will vary.

Pipe Restraint - Where pipe is specified as restrained joint pipe 4 inches through 10 inches in diameter, use PVC C900/RJ Restrained Joint Pipe Certa-Lok by CertainTeed Corporation, Eagle Loc 900 by JM Eagle or Diamond Lok-21 by Diamond Plastics. The plastic pipe shall conform to the latest revision of the following specifications, PVC Compound ASTM D1784 Class 12454, Gasket ASTM F477, Manufacturing ASTM D2241. Pipe shall be certified NSF and meet requirements of Dimension Ratio 14.

Pipe Restraint - Where specified as restrained joint pipe larger than 10 inches in diameter, the pipe shall be restrained using bell joint restraint devices that have a working pressure of at least 200 psi with a minimum safety factor of 2:1 and shall be EBAA Iron, Inc., MEGALUG series 2800, Uni-Flange Series 1390, Romac Industries, Inc., U.S. Gripper, or approved equal.

Ductile Iron Pipe - All ductile iron pipe shall conform to ANSI/AWWA C151/A21.51. Thickness class 52 specifications. Ductile iron pipe for sewer shall be ordered as bare pipe without cement lining and without outside coating. The pipe shall be lined on the inside to a minimum of 35 mils thick with Protecto 401 or 15 mils thick with 3M ScotchKote 134 fusion bonded epoxy. The pipe shall be coated on the outside to a minimum of 20 mils thick with Ceramawrap Ceramic Epoxy or 15 mils thick with 3M ScotchKote 134 fusion bonded epoxy. Coatings shall be applied according to the manufacturers' requirements by a certified applicator of the product. Coatings shall not be applied to pipe, fittings or valves in the field by the contractor.

Ductile Iron Fittings for sewer mains - All ductile iron pipe fittings shall be compact ductile iron style and shall be ordered bare (without cement lining or outer coating) and then be coated with epoxy rated for sewer by a professional coating firm. Coatings applied by the fitting manufacturer shall be excepted pending approval of the coating material submitted. Coatings/linings shall be Protecto 401, Ceramawrap or 3M ScotchKote 134 per the Ductile iron pipe specifications shown above. Mechanical joint (MJ) fittings shall be installed with an approved mechanical joint restraint device. The mechanical joint restraint device shall have a working pressure of at least 250 psi with a minimum safety factor of 2:1 and conform to ANSI A21.10 and AWWA C110. Products shall be EBAA Iron, Inc., MEGALUG Series 2000PV, Romac Industries, Inc., U.S. Gripper, or approved equal.

Eccentric Plug Valves for sewer mains – Valves 3" through 12" shall have a round full port opening (100% pipe area), comply with AWWA C517 specifications and be constructed of cast or ductile iron. Flanged valves shall be drilled to ANSIB16.1, Class 125 specifications and mechanical Joint valves shall comply with ANSI/AWWA C111/A21.11 specifications. Valves shall be eccentric quarter turn with resilient encapsulated plug, have 95% nickel seat, u-cup stem seal and permanently lubricated stainless steel bearings. Valves shall be 175psi

1 working pressure. 3" and 4" valves shall be standard ¼ turn operation. Valves 6" and larger
2 shall have a totally enclosed, sealed and permanently lubricated worm gear actuator with
3 stainless shaft. Valves for buried service shall have a gear box and be designed for
4 underground applications. Buried valves shall be fitted with standard 2" square hub
5 operator. 3" and 4" valves installed in vaults shall be supplied with hand lever bar to attach to
6 hub. Valves 6" and larger in vaults shall be supplied with hand wheel operator attached to
7 gear box. Plug valves for sewer service shall be coated by the manufacturer on the inside
8 and outside with the manufacturers epoxy coating rated for sewer. Valves shall conform to
9 AWWA C509-80 and be Crispin 800 series, Pratt -Ballcentric, or Milliken - Millcentric.

10
11 PVC Ball Valves – 2" and smaller PVC ball valves shall be Schedule 80 PVC or Poly true
12 union valves with red handle. Cepex, Spears, KBI or approved equal. Valves shall be
13 threaded FIPT x FIPT Style.

14
15 Valves shall be bolted to tees and the crosses with flanged ends. Joint materials for flanges
16 shall be 1/8 inch thick one piece, cloth inserted rubber gaskets conforming to AWWA C107-
17 78, rated for sewer service. Bolts, nuts and hardware for all flanged and mechanical joints in
18 the wetwell and valve vault shall be 316 stainless steel only, meeting the current provisions
19 of American National Standard ANSI/AWWA C111/A 21.11 for rubber gasket joints for cast
20 iron or ductile iron pipe and fittings.

21
22 Valve boxes shall be EJ Ironworks or Olympic Foundry VB-950, 6-3/4 inch OD with recessed
23 handle type iron cover marked "CITY OF LACEY SEWER".

24
25 All pipe shall be new and in good condition with no visible signs of UV damage, fading or
26 other defects.

27
28 **7-17.3(2) Cleaning and Testing**

29
30 **7-17.3(2)A General**
31 *(March 3, 2022 Lacey GSP)*

32 The first sentence shall be deleted and replaced with the following:

33
34 All sewer force mains and appurtenances shall be tested in sections of convenient length
35 under a hydrostatic pressure of not less than 175 psi for 15 minutes.

36
37 Supplement this section with the following:

38
39 All pipe installed shall be tested in accordance with WSDOT Section 7-09.3(23).

40
41 All sanitary sewer pipe, including laterals, shall be high-velocity cleaned, televised and
42 approved prior to paving. Hydrant flushing lines is not an acceptable method of cleaning. If
43 rocks or other debris are found in manholes, the Contractor shall re-clean the sewer pipe.

44
45 **7-17.3(5) Lawn and Landscape Repair**
46 *(September 23, 2013 Lacey GSP)*

47 Section 7-15.3(5) is added with the following:

48
49 The Contractor shall limit damage of existing lawn and landscaping during service and
50 service line installation. All damage shall be repaired equal to or better than the existing

condition as shown in the preconstruction video. All costs for restoration shall be included in the unit price per service.

7-17.4 Measurement

(October 30, 2018 Lacey GSP)

Section 7-17.4 is supplemented with the following:

"Side Sewer Connection – Force Main" shall be measured per each.

No specific unit of measurement shall apply to the lump sum item for "Dewatering Sewer Trench."

"Pig Launch Port Assembly" shall be measured per each.

"___ Inch Plug Valve" shall be measured per each.

"___ Inch Ball Valve" shall be measured per each.

"Connect to Existing Sanitary Sewer Force Main" shall be measured per each location called out on the plans.

7-17.5 Payment

*(*****)*

Section 7-17.5 is supplemented with the following:

"___ Inch Diameter Force Main Sewer Pipe", per linear foot.

The unit contract price per linear foot for "___ Inch Diameter Force Main Sewer Pipe", shall be full compensation for all labor, material, and equipment to furnish, place, assemble, and install force main sewer pipe, complete in place, including tees, bends, caps, reducers, special fittings, thrust blocking, dewatering, testing, and connection to existing system. Further, all excavation, hauling, disposal, compaction, temporary patching and other required earthwork shall be included.

"Side Sewer Stub – Force Main", per each.

The unit contract price per each of the various items specified above shall be full pay for furnishing all labor, materials, tools, and equipment, necessary or incidental to furnishing and installing the unit complete in place on the sewer main and to final grade, including but not limited to trenching, backfilling, and temporary patching, all miscellaneous couplings, fittings, wyes, the 6" sewer lateral, the cleanout, the 1 1/4" service, the valves, the service box as shown on the plans, the service valve assembly, and all other items necessary for the unit to be installed complete in-place.

"Side Sewer Connection – Force Main", per each.

The unit contract price per each of the various items specified above shall be full pay for furnishing all labor, materials, tools, and equipment, necessary or incidental to furnishing and installing the unit complete in place on the sewer main at final grade, including replumbing, trenching and temporary patching, but not be limited to, service saddle, tapping the pipe, service lines, setters, boxes, and all miscellaneous couplings, fittings, and adapters to install the service lines and connect to the existing service, jointing, testing, blocking of valves, valve boxes, wyes, and all other items necessary for the unit to be installed complete in-place. For purposes of payment, there will be no distinction made for the difficulty of disconnecting the old service and reconnecting to the new service or the length of service line required for each new service.

1 "Connect to Existing Sanitary Sewer Force Main", per each.
2 The unit contract price per each for "Connect to Existing Sanitary Sewer Force Main" shall
3 be full pay for furnishing all labor, tools, equipment, and materials required to connect to
4 existing force main in place. Further, all excavation, haul, backfill, testing, and accessories
5 shall be included in the unit contract price. For purposes of payment, there will be no
6 distinction made for the difficulty of connecting to the existing sewer force main. Items not
7 specifically identified on the plans but necessary to properly connect to main shall be
8 considered incidental and no other compensation shall be allowed.
9
10 " _____ Inch Air and Vacuum Release Valve,-Sewer" per each.
11 The unit contract price for per each for " _____ Inch Air and Vacuum Release Valve" shall be
12 full pay for furnishing all labor, materials, tools and equipment, necessary to install the
13 air/vacuum release valve, complete in-place, including but not limited to pipe, valves,
14 couplings, adaptors, bends, reducers, box and concrete foundation, and other fittings not
15 specifically identified on the plans.
16
17 "Pig Launch Port Assembly," per each.
18 The unit contract price per each for "Pig Launch Port Assembly," shall be full compensation
19 for all labor, material, and equipment to furnish and install manholes, valves boxes, pipe
20 supports, covers, caps, and other appurtenances not otherwise compensated for by other
21 bid items. Further, all excavation, hauling, disposal, compaction and other required
22 earthwork shall be included.
23
24 " _____ Inch Plug Valve," per each.
25 The payment for " _____ Inch Plug Valve", shall be full pay for furnishing all labor, materials,
26 tools, and equipment, necessary or incidental to furnishing and installing the unit complete in
27 place on the sewer main, including trenching, jointing, testing, blocking of valve, valve box
28 and other items necessary for the valve to be installed complete in-place.
29 " _____ Inch Ball Valve," per each.
30
31 The payment for " _____ Inch Ball Valve", shall be full pay for furnishing all labor, materials,
32 tools, and equipment, necessary or incidental to furnishing and installing the unit complete in
33 place on the sewer main, including trenching, jointing, testing, blocking of valve, valve box
34 and other items necessary for the valve to be installed complete in-place.
35

36 **7-23 SANITARY SEWER BYPASS PUMPING**

37

38 **7-23.1 General**

39 *(October 29, 2010 Lacey GSP)*

40 If Sanitary Sewer bypassing is required, the Contractor shall submit a bypassing plan to the
41 Engineer. The bypass plan shall meet all state and federal requirements for handling and
42 disposing of sewage. Sizing of bypass system shall be the responsibility of the Contractor.
43 Precautions shall be taken to ensure that the construction and bypass operations do not
44 cause flooding or damage to public or private property. The Contractor shall closely monitor
45 the sewer for surcharging upstream of the bypass pump. The Contractor shall supply, install
46 and maintain all pumps, pipes, plugs, etc. necessary to maintain a sanitary sewer bypass.
47

Division 8
Miscellaneous Construction

Roadside Restoration

Construction Requirements

(September 3, 2019)

Section 8-02

Sufficient quantities of fertilizer shall be applied to supply the following amounts of nutrients:

Total Nitrogen as N - *** 150 *** pounds per acre.

Available Phosphoric Acid as P_2O_5 - *** 65 *** pounds per acre.

Soluble Potash as K_2O - *** 65 *** pounds per acre.

*** 100 *** pounds of nitrogen applied per acre shall be derived from isobutylidene diurea (IBDU), cyclo-di-urea (CDU), or a time release, polyurethane coated source with a minimum release time of 6 months. The remainder may be derived from any source.

The fertilizer formulation and application rate shall be approved by the Engineer before use.

(September 3, 2019)

Seed of the following mix, rate, and analysis shall be applied at the rates shown below on all areas requiring *** roadside*** seeding within the project:

Seed by Common Name, (Botanical Name), and "Source Identification"	Pure Live Seed Pounds (PLS) Per Acre
*** California Brome	21
Blue Wildrye	19
Tufted Hairgrass	1
Native Red Fescue	<u>3</u>
Total Pounds PLS Per Acre	44 ***

Seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards and be from within the *** 2g *** Ecoregion(s) as defined by the US Environmental Protection Agency (EPA).

The seed certification class shall be Certified (blue tag) in accordance with WAC 16-302 and meet the following requirements:

Prohibited Weed	0% max.
Noxious Weed	0% max.
Other Weed	0.20% max.
Other Crop	0.40% max.

(September 3, 2019)

*** Wood cellulose fiber*** shall be applied at a rate of *** 2,000 *** pounds per acre with no more than *** 2,000*** pounds per acre applied in a single lift.

Guide Posts

GUARDRAIL LINEAR DELINEATION SYSTEM

8-10.1 Description

Section 8-10.1 supplemented with the following:

(*****)

This work shall also consist of furnishing and placing **Guardrail Linear Delineation System** specified in the plans in accordance with these specifications.

8-10.2 Materials

Section 8-10.2 is supplemented with the following:

(*****)

Each panel of **Guardrail Linear Delineation System** shall be constructed of cube-corner retroreflective material in standard highway colors permanently bonded to an aluminum substrate. The reflective elements shall meet or exceeds specification noted for Type IX Micro Prismatic Retroreflective Element Material as shown in Section 9.28.12. The panel assembly shall have a repeated raised lateral ridge every 2.25 inches, 0.34 inches in height. Each panel shall have 14 raised lateral ridges spaced every 2.25 inches. Each ridge shall be 0.34 inches high with a 45° profile and a 0.28 inch radius top. Each panel shall not be less than 34 inches in nominal length and 1.5 inches in height. Each panel shall be designed to attach/adhere to highway guardrails. Panels shall be backed by VHB tape adhesive backing. In all cases, the color of the linear delineation system shall be the same as color as the edge line.

8-10.3 Construction

Section 8-10.3 is supplemented with the following:

(*****)

1 The **Guardrail Linear Delineation System** panels shall be applied per manufactures
2 recommended practice. Spacing between each panel shall be 18 inches ($\pm$). Placement
3 shall avoid application over bolt heads and seams where possible. A manufacturer
4 representative shall be present at the initial installation to approve the installation
5 procedure.
6

7 **8-10.4 Measurement**

8
9 Section 8-10.4 is supplemented with the following:

10
11 (*****)

12 **Guardrail Linear Delineation System** is incidental to the following items:

13
14 "Beam Guardrail Type ____"

15 "Beam Guardrail Type 31- ____ Ft. Long Post"

16 "Beam Guardrail Anchor Type 10"

17 "Beam Guardrail ____ Terminal"

18 "Beam Guardrail Type 31 Buried Terminal Type 2"

20 21 **8-10.5 Payment**

22
23 Section 8-10.5 is supplemented with the following:

24
25 (*****)

26 **Guardrail Linear Delineation System** is incidental to the following items:

27
28 "Beam Guardrail Type ____"

29 "Beam Guardrail Type 31- ____ Ft. Long Post"

30 "Beam Guardrail Anchor Type 10"

31 "Beam Guardrail ____ Terminal"

32 "Beam Guardrail Type 31 Buried Terminal Type 2"

33
34 No extra payment shall be made for preparing the surface of the guardrail prior to
35 installation of the Guardrail Linear Delineation System.
36

37 **8-50 MISCELLANEOUS**

38
39 Add the following new sections:

40 **8-50.2 PROJECT CLOSEOUT**

41 *(April 2, 2018 Lacey GSP)*

42 **Description**

43
44 This special provision presides over work shown on the 15-sheet plan titled "Marvin Road
45 Utility Relocation 2023" and the corresponding bid items on schedules B and C.

46
47 This work shall consist of completing all miscellaneous items of work in accordance with the
48 Plans and these Specifications that are required to achieve Completion and Final Acceptance,

1 as identified by the Engineer and the Contracting Agency. This work may include but is not
2 limited to punch list items, record drawings, O&M Manuals, training, material acceptance
3 documents, copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and
4 all Subcontractors, and any other work required in these Plans and Specifications that has not
5 been completed.

6 **Measurement**

7
8 No unit of measurement shall apply to the lump sum price for "Project Closeout".

9 **Payment**

10
11 "Project Closeout", lump sum.
12 The unit contract price per lump sum for "Project Closeout" includes all compensation for all
13 costs of completing the miscellaneous items of work identified by the Contracting Agency prior
14 to final acceptance of the Project. A fixed lump sum price has been included in the Proposal
15 for this work. Any additional costs anticipated or incurred by the Contractor for the work shall
16 be included in the various lump sum and unit price bid items as found in the Proposal. Neither
17 partial payment, nor additional compensation shall be allowed
18
19

20 **Division 9** 21 **Materials** 22

23 **9-03 AGGREGATES**

24
25 Add the following new Section:
26

27 **9-03.16 Imported Pipe Bedding** 28 *(April 30, 2015 Lacey)*

29
30 Bedding material for pressure mains and services shall be clean sand/gravel mixture free
31 from organic matter and conforming to the following gradation:
32

Sieve Size	Percent Passing
3/4" square	100
3/8" square	70-100
U.S. No. 4	55-100
U.S. No. 10	35-95
U.S. No. 20	20-80
U.S. No. 40	10-55
U.S. No. 100	0-10
U.S. No. 200	0-3

33
34 Bedding material for gravity mains and stubs/or laterals shall be clean sand/gravel mixture
35 free from organic matter and conforming to the following gradation:
36

Sieve Size	Percent Passing
3/8" square	85-100
U.S. No. 4	10-30

U.S. No. 8	0-10
U.S. No. 16	0-5

All percentages are by weight

Appendices (January 2, 2012)

The following appendices are attached and made a part of this contract:

APPENDIX A:
Standard Contract (Informational Copy)

APPENDIX B:
Contract Bond

APPENDIX C:
State Prevailing Wage Rates, Supplemental to State Wage Rates, Benefit Code
Key

(January 10, 2022) Standard Plans

The State of Washington Standard Plans for Road, Bridge and Municipal Construction M21-01, effective September 13, 2021, is made a part of this contract.

The Standard Plans are revised as follows:

B-90.40
Valve Detail – DELETED

C-8
DELETED

C-8A
DELETED

C-20.10
Note 1: "Refer to Standard Plan C-1b and C-20.11 for additional details not shown on this plan." is revised to read: "Refer to Standard Plan C-1b for additional details not shown on this plan."

C-60.10
Sheet 1, ADD Note: NOTE: STEEL WELDED WIRE REINFORCEMENT DEFORMED FOR CONCRETE MAY BE SUBSTITUTED FOR REINFORCING STEEL IN ACCORDANCE WITH STANDARD SPECIFICATION, SECTION 6-10.3

Sheet 2, New Note 5: The connecting pin may be fabricated with a forged head as shown on Standard Plan C-60.15.”

C-60.80
DELETED

C-85.16
DELETED

C-85.20
DELETED

D-10.10
Wall Type 1 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT Bridge Design Manual (BDM) and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.15
Wall Type 2 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.30
Wall Type 5 may be used in all cases.

D-10.35
Wall Type 6 may be used in all cases.

D-10.40
Wall Type 7 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the 11/3/15 Bridge Design memorandum.

D-10.45
Wall Type 8 may be used if no traffic barrier is attached on top of the wall. Walls with traffic barriers attached on top of the wall are considered non-standard and shall be designed in accordance with the current WSDOT BDM and the revisions stated in the revisions stated in the 11/3/15 Bridge Design memorandum.

D-15.10
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

D-15.20
STD Plans D-15 series “Traffic Barrier Details for Reinforced Concrete Retaining Walls” are withdrawn. Special designs in accordance with the current WSDOT BDM are required in place of these STD Plans.

1 D-15.30

2 STD Plans D-15 series "Traffic Barrier Details for Reinforced Concrete Retaining Walls"
3 are withdrawn. Special designs in accordance with the current WSDOT BDM are required
4 in place of these STD Plans.

5
6 G-90.11

7 DELETED

8
9 G-90.40

10 DELETED

11
12 J-10.16

13 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

14
15 J-10.17

16 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

17
18 J-10.18

19 Key Note 1, Standard Plan J-10.30 revised to Standard Plan J-10.14

20
21 J-20.26

22 Add Note 1, "1. One accessible pedestrian pushbutton station per pedestrian pushbutton
23 post."

24
25 J-20.16

26 View A, callout, was – LOCK NIPPLE, is revised to read; CHASE NIPPLE

27
28 J-21.10

29 Sheet 1, Elevation View, Round Concrete Foundation Detail, callout – "ANCHOR BOLTS
30 ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ THREE REQ'D. PER ASSEMBLY" IS REVISED TO
31 READ: "ANCHOR BOLTS ~ 3/4" (IN) x 30" (IN) FULL THREAD ~ FOUR REQ'D. PER
32 ASSEMBLY"

33 Sheet 1 of 2, Elevation view (Round), add dimension depicting the distance from the top
34 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR.. Delete "(TYP.)" from
35 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
36 2 # 4 reinf. Bar.

37 Sheet 1 of 2, Elevation view (Square), add dimension depicting the distance from the top
38 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
39 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
40 1 # 4 reinf. Bar.

41 Sheet 2 of 2, Elevation view (Round), add dimension depicting the distance from the top
42 of the foundation to find 2 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
43 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
44 2 # 4 reinf. Bar.

45 Sheet 2 of 2, Elevation view (Square), add dimension depicting the distance from the top
46 of the foundation to find 1 #4 reinforcing bar shown, to read; 3" CLR. Delete "(TYP.)" from
47 the 2 1/2" CLR. dimension, depicting the distance from the bottom of the foundation to find
48 1 # 4 reinf. Bar.

49 Detail F, callout, "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam. Torque Clamping
50 Bolts (see Note 3)" is revised to read; "Heavy Hex Clamping Bolt (TYP.) ~ 3/4" (IN) Diam.
51 Torque Clamping Bolts (see Note 1)"

1 Detail F, callout, "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Four Required (See Note 4)" is
2 revised to read; "3/4" (IN) x 2' - 6" Anchor Bolt (TYP.) ~ Three Required (See Note 2)"
3
4 J-21.15
5 Partial View, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM., is revised to read; CHASE
6 NIPPLE ~ 1 1/2" (IN) DIAM.
7
8 J-21.16
9 Detail A, callout, was - LOCKNIPPLE, is revised to read; CHASE NIPPLE
10
11 J-22.15
12 Ramp Meter Signal Standard, elevation, dimension 4' - 6" is revised to read; 6'-0"
13 (2x) Detail A, callout, was - LOCK NIPPLE ~ 1 1/2" DIAM. is revised to read; CHASE
14 NIPPLE ~ 1 1/2" (IN) DIAM.
15
16 J-40.10
17 Sheet 2 of 2, Detail F, callout, "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 12" S. S.
18 FLAT WASHER" is revised to read; "12 - 13 x 1 1/2" S.S. PENTA HEAD BOLT AND 1/2"
19 (IN) S. S. FLAT WASHER"
20
21 J-40.36
22 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
23 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
24 Pickled) for the cover."
25
26 J-40.37
27 Note 1, second sentence; "Finish shall be # 2B for backbox and # 4 for the cover." Is
28 revised to read; "Finish shall be # 2B for barrier box and HRAP (Hot Rolled Annealed and
29 Pickled) for the cover."
30
31 J-75.20
32 Key Notes, note 16, second bullet point, was: "1/2" (IN) x 0.45" (IN) Stainless Steel
33 Bands", add the following to the end of the note: "Alternate: Stainless steel cable with
34 stainless steel ends, nuts, bolts, and washers may be used in place of stainless steel
35 bands and associated hardware."
36
37 The following are the Standard Plan numbers applicable at the time this project was
38 advertised. The date shown with each plan number is the publication approval date
39 shown in the lower right-hand corner of that plan. Standard Plans showing different dates
40 shall not be used in this contract.
41
42

A-10.10-00.....8/7/07	A-30.35-00.....10/12/07	A-50.10-01.....8/17/21
A-10.20-00.....10/5/07	A-40.00-00.....8/11/09	A-50.40-01.....8/17/21
A-10.30-00.....10/5/07	A-40.10-04.....7/31/19	A-60.10-03.....12/23/14
A-20.10-00.....8/31/07	A-40.15-00.....8/11/09	A-60.20-03.....12/23/14
A-30.10-00.....11/8/07	A-40.20-04.....1/18/17	A-60.30-01.....6/28/18
A-30.30-01.....6/16/11	A-40.50-02.....12/23/14	A-60.40-00.....8/31/07
B-5.20-03.....9/9/20	B-30.50-03.....2/27/18	B-75.20-03.....8/17/21
B-5.40-02.....1/26/17	B-30.60-00.....9/9/20	B-75.50-01.....6/10/08
B-5.60-02.....1/26/17	B-30.70-04.....2/27/18	B-75.60-00.....6/8/06
B-10.20-02.....3/2/18	B-30.80-01.....2/27/18	B-80.20-00.....6/8/06

B-10.40-02.....8/17/21	B-30.90-02.....1/26/17	B-80.40-00.....6/1/06
B-10.70-02.....8/17/21	B-35.20-00.....6/8/06	B-85.10-01.....6/10/08
B-15.20-01.....2/7/12	B-35.40-00.....6/8/06	B-85.20-00.....6/1/06
B-15.40-01.....2/7/12	B-40.20-00.....6/1/06	B-85.30-00.....6/1/06
B-15.60-02.....1/26/17	B-40.40-02.....1/26/17	B-85.40-00.....6/8/06
B-20.20-02.....3/16/12	B-45.20-01.....7/11/17	B-85.50-01.....6/10/08
B-20.40-04.....2/27/18	B-45.40-01.....7/21/17	B-90.10-00.....6/8/06
B-20.60-03.....3/15/12	B-50.20-00.....6/1/06	B-90.20-00.....6/8/06
B-25.20-02.....2/27/18	B-55.20-03.....8/17/21	B-90.30-00.....6/8/06
B-25.60-02.....2/27/18	B-60.20-02.....9/9/20	B-90.40-01.....1/26/17
B-30.05-00.....9/9/20	B-60.40-01.....2/27/18	B-90.50-00.....6/8/06
B-30.10-03.....2/27/18	B-65.20-01.....4/26/12	B-95.20-02.....8/17/21
B-30.15-00.....2/27/18	B-65.40-00.....6/1/06	B-95.40-01.....6/28/18
B-30.20-04.....2/27/18	B-70.20-00.....6/1/06	
B-30.30-03.....2/27/18	B-70.60-01.....1/26/17	
B-30.40-03.....2/27/18		

1

C-1.....9/9/20	C-22.16-07.....9/16/20	C-60.70-00.....9/24/20
C-1b.....9/9/20	C-22.40-08.....9/16/20	C-60.80-00.....8/17/21
C-1d.....10/31/03	C-22.45-05.....9/16/20	C-70.15-00.....8/17/21
C-2c.....8/12/19	C-23.60-04.....7/21/17	C-70.10-03.....8/20/21
C-4f.....8/12/19	C-24.10-02.....8/12/19	C-75.10-02.....9/16/20
C-6a.....10/14/09	C-25.20-07.....8/20/21	C-75.20-03.....8/20/21
C-7.....6/16/11	C-25.22-06.....8/20/21	C-75.30-03.....8/20/21
C-7a.....6/16/11	C-25.26-05.....8/20/21	C-80.10-02.....9/16/20
C-8.....2/10/09	C-25.30-01.....8/20/21	C-80.20-01.....6/11/14
C-8a.....7/25/97	C-25.80-05.....8/12/19	C-80.30-02.....8/20/21
C-20.10-07.....8/20/21	C-60.10-01.....9/24/20	C-80.40-01.....6/11/14
C-20.14-04.....8/12/19	C-60.15-00.....8/17/21	C-85.10-00.....4/8/12
C-20.15-02.....6/11/14	C-60.20-00.....9/24/20	C-85.11-01.....9/16/20
C-20.18-03.....8/12/19	C-60.30-01.....8/17/21	C-85.15-02.....8/27/21
C-20.40-08.....8/20/21	C-60.40-00.....8/17/21	C-85.18-02.....8/20/21
C-20.41-03.....8/20/21	C-60.45-00.....8/17/21	
C-20.42-05.....7/14/15	C-60.50-00.....8/17/21	
C-20.45-02.....8/12/19	C-60.60-00.....8/17/21	

2

D-2.04-00.....11/10/05	D-2.80-00.....11/10/05	D-10.10-01.....12/2/08
D-2.06-01.....1/6/09	D-2.84-00.....11/10/05	D-10.15-01.....12/2/08
D-2.08-00.....11/10/05	D-2.88-00.....11/10/05	D-10.20-01.....8/7/19
D-2.32-00.....11/10/05	D-2.92-00.....11/10/05	D-10.25-01.....8/7/19
D-2.34-01.....1/6/09	D-3.09-00.....5/17/12	D-10.30-00.....7/8/08
D-2.36-03.....6/11/14	D-3.10-01.....5/29/13	D-10.35-00.....7/8/08
D-2.46-02.....8/13/21	D-3.11-03.....6/11/14	D-10.40-01.....12/2/08
D-2.60-00.....11/10/05	D-3.15-02.....6/10/13	D-10.45-01.....12/2/08
D-2.62-00.....11/10/05	D-3.16-02.....5/29/13	
D-2.64-01.....1/6/09	D-3.17-02.....5/9/16	
D-2.66-00.....11/10/05	D-4.....12/11/98	
D-2.68-00.....11/10/05	D-6.....6/19/98	

3

E-1.....2/21/07	E-4.....8/27/03
E-2.....5/29/98	E-4a.....8/27/03

4

	F-10.12-04.....9/24/20	F-10.62-02.....4/22/14	F-40.15-04.....9/25/20
	F-10.16-00.....12/20/06	F-10.64-03.....4/22/14	F-40.16-03.....6/29/16
	F-10.18-02.....9/24/20	F-30.10-04.....9/25/20	F-45.10-03.....8/13/21
	F-10.40-04.....9/24/20	F-40.12-03.....6/29/16	F-80.10-04.....7/15/16
	F-10.42-00.....1/23/07	F-40.14-03.....6/29/16	
1	G-10.10-00.....9/20/07	G-26.10-00.....7/31/19	
	G-20.10-03.....8/20/21	G-30.10-04.....6/23/15	
	G-22.10-04.....6/28/18	G-50.10-03.....6/28/18	
	G-24.10-00.....11/8/07	G-90.10-03.....7/11/17	
	G-24.20-01.....2/7/12	G-90.20-05.....7/11/17	
	G-24.30-02.....6/28/18	G-90.30-04.....7/11/17	
	G-24.40-07.....6/28/18	G-95.10-02.....6/28/18	
	G-24.50-05.....8/7/19	G-95.20-03.....6/28/18	
	G-24.60-05.....6/28/18	G-95.30-03.....6/28/18	
	G-25.10-05.....9/16/20		
2	H-10.10-00.....7/3/08	H-32.10-00.....9/20/07	H-70.10-02.....8/17/21
	H-10.15-00.....7/3/08	H-60.10-01.....7/3/08	H-70.20-02.....8/17/21
	H-30.10-00.....10/12/07	H-60.20-01.....7/3/08	
3	I-10.10-01.....8/11/09	I-30.20-00.....9/20/07	I-40.20-00.....9/20/07
	I-30.10-02.....3/22/13	I-30.30-02.....6/12/19	I-50.20-01.....6/10/13
	I-30.15-02.....3/22/13	I-30.40-02.....6/12/19	I-60.10-01.....6/10/13
	I-30.16-01.....7/11/19	I-30.60-02.....6/12/19	I-60.20-01.....6/10/13
	I-30.17-01.....6/12/19	I-40.10-00.....9/20/07	I-80.10-02.....7/15/16
4	J-10.....7/18/97	J-28.40-02.....6/11/14	J-60.13-00.....6/16/10
	J-10.10-04.....9/16/20	J-28.42-01.....6/11/14	J-60.14-01.....7/31/19
	J-10.12-00.....9/16/20	J-28.43-01.....6/28/18	J-75.10-02.....7/10/15
	J-10.14-00.....9/16/20	J-28.45-03.....7/21/16	J-75.20-01.....7/10/15
	J-10.15-01.....6/11/14	J-28.50-03.....7/21/16	J-75.30-02.....7/10/15
	J-10.16-02.....8/18/21	J-28.60-03.....8/27/21	J-75.41-01.....6/29/16
	J-10.17-02.....8/18/21	J-28.70-03.....7/21/17	J-75.45-02.....6/1/16
	J-10.18-02.....8/18/21	J-29.10-01.....7/21/16	J-80.10-01.....8/18/21
	J-10.20-04.....8/18/21	J-29.15-01.....7/21/16	J-80.12-00.....8/18/21
	J-10.21-02.....8/18/21	J-29.16-02.....7/21/16	J-80.15-00.....6/28/18
	J-10.22-02.....8/18/21	J-30.10-00.....6/18/15	J-81.10-02.....8/18/21
	J-10.25-00.....7/11/17	J-40.05-00.....7/21/16	J-81.12-00.....9/3/21
	J-12.15-00.....6/28/18	J-40.10-04.....4/28/16	J-86.10-00.....6/28/18
	J-12.16-00.....6/28/18	J-40.20-03.....4/28/16	J-90.10-03.....6/28/18
	J-15.10-01.....6/11/14	J-40.30-04.....4/28/16	J-90.20-03.....6/28/18
	J-15.15-02.....7/10/15	J-40.35-01.....5/29/13	J-90.21-02.....6/28/18
	J-20.10-04.....7/31/19	J-40.36-02.....7/21/17	J-90.50-00.....6/28/18
	J-20.11-03.....7/31/19	J-40.37-02.....7/21/17	
	J-20.15-03.....6/30/14	J-40.38-01.....5/20/13	
	J-20.16-02.....6/30/14	J-40.39-00.....5/20/13	
	J-20.20-02.....5/20/13	J-40.40-02.....7/31/19	
	J-20.26-01.....7/12/12	J-45.36-00.....7/21/17	
	J-21.10-04.....6/30/14	J-50.05-00.....7/21/17	
	J-21.15-01.....6/10/13	J-50.10-01.....7/31/19	
	J-21.16-01.....6/10/13	J-50.11-02.....7/31/19	

	J-21.17-01.....6/10/13	J-50.12-02.....8/7/19	
	J-21.20-01.....6/10/13	J-50.13-00.....8/22/19	
	J-22.15-02.....7/10/15	J-50.15-01.....7/21/17	
	J-22.16-03.....7/10/15	J-50.16-01.....3/22/13	
	J-26.10-03.....7/21/16	J-50.18-00.....8/7/19	
	J-26.15-01.....5/17/12	J-50.19-00.....8/7/19	
	J-26.20-01.....6/28/18	J-50.20-00.....6/3/11	
	J-27.10-01.....7/21/16	J-50.25-00.....6/3/11	
	J-27.15-00.....3/15/12	J-50.30-00.....6/3/11	
	J-28.10-02.....8/7/19	J-60.05-01.....7/21/16	
	J-28.22-00.....8/07/07	J-60.11-00.....5/20/13	
	J-28.24-02.....9/16/20	J-60.12-00.....5/20/13	
	J-28.26-01.....12/02/08		
	J-28.30-03.....6/11/14		
1	K-70.20-01.....6/1/16	K-80.35-01.....9/16/20	
	K-80.10-02.....9/25/20	K-80.37-01.....9/16/20	
	K-80.20-00.....12/20/06		
	K-80.32-00.....8/17/21		
	K-80.34-00.....8/17/21		
2	L-10.10-02.....6/21/12	L-40.15-01.....6/16/11	L-70.10-01.....5/21/08
	L-20.10-03.....7/14/15	L-40.20-02.....6/21/12	L-70.20-01.....5/21/08
	L-30.10-02.....6/11/14		
3	M-1.20-04.....9/25/20	M-11.10-03.....8/7/19	M-40.20-00.....10/12/07
	M-1.40-03.....9/25/20	M-12.10-02.....9/25/20	M-40.30-01.....7/11/17
	M-1.60-03.....9/25/20	M-15.10-01.....2/6/07	M-40.40-00.....9/20/07
	M-1.80-03.....6/3/11	M-17.10-02.....7/3/08	M-40.50-00.....9/20/07
	M-2.20-03.....7/10/15	M-20.10-03.....9/25/20	M-40.60-00.....9/20/07
	M-2.21-00.....7/10/15	M-20.20-02.....4/20/15	M-60.10-01.....6/3/11
	M-3.10-04.....9/25/20	M-20.30-04.....2/29/16	M-60.20-03.....8/17/21
	M-3.20-03.....9/25/20	M-20.40-03.....6/24/14	M-65.10-03.....8/17/21
	M-3.30-04.....9/25/20	M-20.50-02.....6/3/11	M-80.10-01.....6/3/11
	M-3.40-04.....9/25/20	M-24.20-02.....4/20/15	M-80.20-00.....6/10/08
	M-3.50-03.....9/25/20	M-24.40-02.....4/20/15	M-80.30-00.....6/10/08
	M-5.10-03.....9/25/20	M-24.60-04.....6/24/14	
	M-7.50-01.....1/30/07	M-24.65-00.....7/11/17	
	M-9.50-02.....6/24/14	M-24.66-00.....7/11/17	
	M-9.60-00.....2/10/09	M-40.10-03.....6/24/14	
4			
5			

Appendix A:

Standard Contract
(Informational Copy)

PUBLIC WORKS CONTRACT (USING STANDARD SPECIFICATIONS)

THIS CONTRACT is made in duplicate originals between the COUNTY OF THURSTON, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter called the "OWNER," and [legal name of Contractor], a Washington Corporation, located at [physical address of Contractor], hereinafter the "CONTRACTOR."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. DURATION OF CONTRACT

The term of this Contract shall commence upon execution by the parties on the effective date set forth below and shall, unless terminated or renewed as provided elsewhere in this Contract, remain in effect until all work is complete and accepted by the OWNER.

2. DESCRIPTION OF THE WORK

a. The CONTRACTOR shall do all work and furnish all necessary labor, equipment, and materials, to perform [description of work], and other work as set forth more specifically in the Project Documents referenced under the Scope of Work below.

b. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.

c. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the OWNER. The CONTRACTOR shall prepare and present status reports and other information that may be pertinent and necessary, or as may be requested by the OWNER.

3. SCOPE OF WORK

The CONTRACTOR shall do all work and furnish all materials, equipment, and labor in accordance with the Project Documents identified in Exhibit A which are by this reference incorporated herein and made part hereof including, but not limited to, the most current edition of the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction (hereinafter "Standard Specifications"), and all applicable American Public Works Association General Special Provisions (hereinafter APWA GSP's), and any revisions thereto in effect at the time of award. Further, the CONTRACTOR shall perform any alterations in or addition to the work covered by this Contract, and any extra work that may be ordered as provided for in this Contract in accordance with Section 1-04.4 of the Standard Specifications, if requested to do so by the OWNER.

4. PAYMENT

The OWNER hereby agrees to pay the CONTRACTOR in the amount of \$[fill in amount] according to the CONTRACTOR'S Proposal (including accepted alternates and including applicable Washington State Sales Tax (WSST)), at the time and manner and upon the conditions provided for in this Contract.

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5. COMMENCEMENT OF WORK

In accordance with section 1-08.4 of the APWA GSP's, the CONTRACTOR shall commence work within ten calendar days from the Notice to Proceed Date, and shall complete the work in accordance with the time set forth in the Project Documents.

6. CONTRACTOR'S BONDS

Pursuant to Section 1-03.4 of the APWA GSP's, and Chapter 39.08 RCW, the CONTRACTOR shall make, execute, and deliver to the OWNER a performance bond and a payment bond for the full contract amount of \$[fill in amount]. These bonds shall also cover all approved change orders.

7. RETAINED PERCENTAGE

a. The OWNER shall retain five (5) percent of the monies earned by the CONTRACTOR in accordance with Chapter 60.28 RCW and section 1-09.9(1) of the Standard Specifications. No certificate given or payment made shall be evidence of the performance of the Contract, either wholly or in part, against the claim of the OWNER to the contrary, and no payment will be construed to be an acceptance of any defective work which may before or afterward appear.

b. The retainage provisions of this section do not apply to projects funded in whole or in part by federal transportation funds.

8. CONTRACT REPRESENTATIVES

a. Each party to this Contract shall have a contract representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

i. For CONTRACTOR:

Name of Representative: _____

Title: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

ii. For OWNER:

Name of Representative: _____

Title: _____

Street Address: _____

City, State and Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____

b. All instructions, modifications, and changes to the Contract shall be conveyed to the CONTRACTOR through the OWNER'S Representative. Any work executed upon the direction of any person or entity other than the OWNER'S Representative may be considered defective and will be performed without reimbursement for said work to the CONTRACTOR. The OWNER'S Representative shall have the authority to reject any and all nonconforming or defective work under the Project Documents.

9. HOLD HARMLESS AND INDEMNIFICATION

a. All services and work rendered or performed under this Contract will be performed and rendered entirely at the CONTRACTOR'S risk. The CONTRACTOR expressly agrees to indemnify, defend, and hold harmless Thurston County, its officers, officials, employees and agents as set forth in Section 1-07.14 of the Standard Specifications. Nothing herein shall be construed as a waiver of any governmental immunity by Thurston County or its employees as provided by statute or court decisions.

b. In any and all claims against Thurston County, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefit acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. The provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

c. The provisions of this Section 9 shall survive the expiration or termination of this Contract and completion of the work.

10. INSURANCE

The CONTRACTOR shall procure and maintain at its expense during the term of this Contract insurance covering activities performed under and contractual obligations undertaken in this Contract at least in the amounts set forth in Section 1-07.18 of the APWA GSP's. These limits are not intended to be an indication of exposure, nor are they limitations on indemnification.

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11. SALES TAX AND OTHER FEES

The CONTRACTOR shall pay Washington State sales tax and any other tax, and shall secure and pay for any permits, government fees, licenses, and inspection fees necessary for proper execution and completion of the work to be performed under this Contract.

12. AMENDMENT

No amendment or modification shall be made to this Contract unless set forth in a written Contract Amendment signed by each party's designated agent.

13. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s), or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

14. INDEPENDENT CONTRACTOR

a. The CONTRACTOR shall perform this Contract as an Independent Contractor and not as an agent, employee or servant of the OWNER. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.

b. The CONTRACTOR acknowledges that the work performed under this Contract does not include any County benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to Thurston County employees.

c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent, or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent, or representative of the OWNER, unless otherwise directed by the terms of this Contract.

d. The CONTRACTOR shall pay for all taxes, fees, licenses, or payments required by Federal, State or local law which are now or may be enacted during the term of this Contract.

e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the OWNER'S Representative.

15. COMPLIANCE WITH LAWS

The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

16. NONDISCRIMINATION

The CONTRACTOR, its assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, ethnicity, age, sex, marital status, veteran or military status, sexual orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

17. CHOICE OF LAW, JURISDICTION AND VENUE

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

b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

18. SUCCESSORS AND ASSIGNS

The CONTRACTOR for himself/herself, and for his/her partners, heirs, successors, executors, administrators, and assigns, does hereby agree to full performance of all covenants required of the CONTRACTOR in this Contract.

19. SEVERABILITY

a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

20. ENTIRE CONTRACT

The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded. It is further agreed that no liability shall attach to the OWNER by reason of entering into this Contract, except as provided herein.

21. INSPECTION

The OWNER or the OWNER'S Representative shall have the right to inspect and obtain copies of all written licenses, permits, or approvals issued by any governmental entity or agency to the CONTRACTOR, its delegatee, or subcontractors, which are applicable to the performance of this Contract. The OWNER or OWNER'S Representative also has the right to inspect all work and materials for conformity with the Contract terms and the specifications set forth in Section 1-05.6 of the Standard Specifications. The CONTRACTOR shall be responsible

for ensuring the work and materials conform to the Contract terms even if the OWNER or the OWNER'S Representative conducts any inspection of the same.

22. CONFLICTS PROVISION

In the event language in this Contract conflicts with the requirements in the Standard Specifications or APWA GSP's, the language in the Contract controls.

This Contract is executed by the persons signing below who warrant that they have the authority to execute the Contract. The parties to this Contract have executed this Contract to take effect as of the date written below.

The parties hereto acknowledge that the waiver of immunity set out in subsection 9.b. above was mutually negotiated and specifically agreed to by the parties herein.

This Contract shall take effect this _____ day of _____.

CONTRACTOR:

For the
BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

Firm: [fill in firm name]

BY: _____

By: _____

[fill in Director's name]

[fill in name of Department]

(Authorized Representative)

Title: [fill in title]

Address: [address]

[city, state zip]

Contractor Registration Number: [fill in number]

Approved as to Form by the Prosecuting Attorney's Office

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Exhibit A
Project Documents

Informational Copy

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Appendix B:

Contract Bond

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, That _____, as Principal ("Principal"), and _____, as Surety ("Surety"), a corporation organized under the laws of the State of _____ and licensed to transact business in the State of Washington, are jointly and severally held and bound unto Thurston County, a municipal corporation of the State of Washington, in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, for the payment of which sum we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns, firmly by these presents.

THE CONDITION of this bond is such that:

WHEREAS, on the _____ day of _____, _____, the Principal entered into a certain contract with Thurston County, said contract being incorporated by reference into this bond. By the terms, conditions, and provisions of said contract the Principal agreed to: (i) provide all labor, furnish all tools, material, and equipment and do certain work, to wit: That the Principal will undertake and complete construction of _____ according to the plans, specifications, and other documents made a part of said contract; and (ii) pay all laborers, mechanics, subcontractors, and material men and all persons who shall supply the Principal with services, provisions and supplies for carrying out the said contract work and pay all applicable taxes; and

WHEREAS, this bond shall cover all of the said contract work, including but not limited to contract work ordered pursuant to change orders, extensions of time, and alterations or additions to the terms of the contract as if they were in the original contract. Similarly, the bond shall cover the payment of all taxes incurred on said contract under Titles 50 and 51 Revised Code of Washington (RCW) and all taxes imposed on the Principal under Title 82 RCW.

NOW THEREFORE, if the Principal herein shall: (i) fully and faithfully observe and comply with the terms, conditions, and provisions of said contract in all respects, and shall fully and faithfully perform all matters and things by them undertaken to be performed under said contract, upon the terms proposed therein, and within the time prescribed therein, and shall indemnify Thurston County against any direct or indirect damages that shall be suffered or claimed arising out of the Principal's performance of said contract, and until the same is accepted, and shall in all respects faithfully perform said contract according to law; and (ii) pay all laborers, mechanics, subcontractors, and material men, and all persons who shall supply the Principal with services, provisions and supplies for carrying out the contract work, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying out the contract work, or anyone else permitted to claim under Chapter 39.08 RCW for all labor, material and equipment used or reasonably required for use in the performance of the said contract and shall pay all taxes pursuant to Titles 50, 51, and 82 RCW (all of which claimants shall have a direct right of action against this bond), then this obligation to be void, otherwise to remain in full force and effect.

Signed this _____ day of _____, _____.

PRINCIPAL

SURETY

Signature

Signature

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

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Appendix C:
State Prevailing Wage Rates,
Supplemental to State Wage Rates,
Benefit Code Key

State of Washington
Department of Labor & Industries
Prevailing Wage Section - Telephone 360-902-5335
PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

Journey Level Prevailing Wage Rates for the Effective Date: 5/5/2023

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>	<u>*Risk Class</u>
Thurston	Asbestos Abatement Workers	Journey Level	\$56.80	<u>5D</u>	<u>1H</u>		View
Thurston	Boilermakers	Journey Level	\$74.29	<u>5N</u>	<u>1C</u>		View
Thurston	Brick Mason	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
Thurston	Brick Mason	Pointer-Caulker-Cleaner	\$66.32	<u>7E</u>	<u>1N</u>		View
Thurston	Building Service Employees	Janitor	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Shampooer	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Waxer	\$15.74		<u>1</u>		View
Thurston	Building Service Employees	Window Cleaner	\$15.74		<u>1</u>		View
Thurston	Cabinet Makers (In Shop)	Journey Level	\$15.74		<u>1</u>		View
Thurston	Carpenters	Acoustical Worker	\$71.53	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Bridge, Dock And Wharf Carpenters	\$71.53	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Floor Layer & Floor Finisher	\$71.53	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Journey Level	\$71.53	<u>15J</u>	<u>4C</u>		View
Thurston	Carpenters	Scaffold Erector	\$71.53	<u>15J</u>	<u>4C</u>		View
Thurston	Cement Masons	Application of all Composition Mastic	\$70.09	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of all Epoxy Material	\$69.59	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of all Plastic Material	\$70.09	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of Sealing Compound	\$69.59	<u>15J</u>	<u>4U</u>		View
Thurston	Cement Masons	Application of Underlayment	\$70.09	<u>15J</u>	<u>4U</u>		View

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Thurston	Cement Masons	Building General	\$69.59	15J	4U		View
Thurston	Cement Masons	Composition or Kalman Floors	\$70.09	15J	4U		View
Thurston	Cement Masons	Concrete Paving	\$69.59	15J	4U		View
Thurston	Cement Masons	Curb & Gutter Machine	\$70.09	15J	4U		View
Thurston	Cement Masons	Curb & Gutter, Sidewalks	\$69.59	15J	4U		View
Thurston	Cement Masons	Curing Concrete	\$69.59	15J	4U		View
Thurston	Cement Masons	Finish Colored Concrete	\$70.09	15J	4U		View
Thurston	Cement Masons	Floor Grinding	\$70.09	15J	4U		View
Thurston	Cement Masons	Floor Grinding/Polisher	\$69.59	15J	4U		View
Thurston	Cement Masons	Green Concrete Saw, self-powered	\$70.09	15J	4U		View
Thurston	Cement Masons	Grouting of all Plates	\$69.59	15J	4U		View
Thurston	Cement Masons	Grouting of all Tilt-up Panels	\$69.59	15J	4U		View
Thurston	Cement Masons	Guniting Nozzleman	\$70.09	15J	4U		View
Thurston	Cement Masons	Hand Powered Grinder	\$70.09	15J	4U		View
Thurston	Cement Masons	Journey Level	\$69.59	15J	4U		View
Thurston	Cement Masons	Patching Concrete	\$69.59	15J	4U		View
Thurston	Cement Masons	Pneumatic Power Tools	\$70.09	15J	4U		View
Thurston	Cement Masons	Power Chipping & Brushing	\$70.09	15J	4U		View
Thurston	Cement Masons	Sand Blasting Architectural Finish	\$70.09	15J	4U		View
Thurston	Cement Masons	Screed & Rodding Machine	\$70.09	15J	4U		View
Thurston	Cement Masons	Spackling or Skim Coat Concrete	\$69.59	15J	4U		View
Thurston	Cement Masons	Troweling Machine Operator	\$70.09	15J	4U		View
Thurston	Cement Masons	Troweling Machine Operator on Colored Slabs	\$70.09	15J	4U		View
Thurston	Cement Masons	Tunnel Workers	\$70.09	15J	4U		View
Thurston	Divers & Tenders	Bell/Vehicle or Submersible Operator (Not Under Pressure)	\$126.05	15J	4C		View
Thurston	Divers & Tenders	Dive Supervisor/Master	\$89.94	15J	4C		View
Thurston	Divers & Tenders	Diver	\$126.05	15J	4C	8V	View
Thurston	Divers & Tenders	Diver On Standby	\$84.94	15J	4C		View
Thurston	Divers & Tenders	Diver Tender	\$77.16	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 0-30.00 PSI	\$89.09	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 30.01 - 44.00 PSI	\$94.09	15J	4C	90% DRAFT	View

Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 44.01 - 54.00 PSI	\$107.09	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 54.01 - 60.00 PSI	\$103.09	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 60.01 - 64.00 PSI	\$105.59	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 64.01 - 68.00 PSI	\$110.59	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 68.01 - 70.00 PSI	\$112.59	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 70.01 - 72.00 PSI	\$114.59	15J	4C		View
Thurston	Divers & Tenders	Hyperbaric Worker - Compressed Air Worker 72.01 - 74.00 PSI	\$116.59	15J	4C		View
Thurston	Divers & Tenders	Manifold Operator	\$77.16	15J	4C		View
Thurston	Divers & Tenders	Manifold Operator Mixed Gas	\$82.16	15J	4C		View
Thurston	Divers & Tenders	Remote Operated Vehicle Operator / Technician	\$77.16	15J	4C		View
Thurston	Divers & Tenders	Remote Operated Vehicle Tender	\$71.98	15J	4C		View
Thurston	Dredge Workers	Assistant Engineer	\$76.56	5D	3F		View
Thurston	Dredge Workers	Assistant Mate (Deckhand)	\$75.97	5D	3F		View
Thurston	Dredge Workers	Boatmen	\$76.56	5D	3F		View
Thurston	Dredge Workers	Engineer Welder	\$78.03	5D	3F		View
Thurston	Dredge Workers	Leverman, Hydraulic	\$79.59	5D	3F		View
Thurston	Dredge Workers	Mates	\$76.56	5D	3F		View
Thurston	Dredge Workers	Oiler	\$75.97	5D	3F		View
Thurston	Drywall Applicator	Journey Level	\$71.53	15J	4C		View
Thurston	Drywall Tapers	Journey Level	\$70.61	5P	1E		View
Thurston	Electrical Fixture Maintenance Workers	Journey Level	\$29.54		1		View
Thurston	Electricians - Inside	Cable Splicer	\$86.25	5C	1G		View
Thurston	Electricians - Inside	Journey Level	\$80.57	5C	1G		View
Thurston	Electricians - Inside	Lead Covered Cable Splicer	\$91.94	5C	1G		View
Thurston	Electricians - Inside	Welder	\$86.25	5C	1G		View
Thurston	Electricians - Motor Shop	Craftsman	\$15.74		1		View
Thurston	Electricians - Motor Shop	Journey Level	\$15.74		1		View
Thurston	Electricians - Powerline Construction	Cable Splicer	\$93.00	5A	4D		View
Thurston	Electricians - Powerline Construction	Certified Line Welder	\$85.42	5A	4D		View

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Thurston	Electricians - Powerline Construction	Groundperson	\$55.27	5A	4D		View
Thurston	Electricians - Powerline Construction	Heavy Line Equipment Operator	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Journey Level Lineperson	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Line Equipment Operator	\$73.35	5A	4D		View
Thurston	Electricians - Powerline Construction	Meter Installer	\$55.27	5A	4D	8W	View
Thurston	Electricians - Powerline Construction	Pole Sprayer	\$85.42	5A	4D		View
Thurston	Electricians - Powerline Construction	Powderperson	\$63.50	5A	4D		View
Thurston	Electronic Technicians	Journey Level	\$51.14	6Z	1B		View
Thurston	Elevator Constructors	Mechanic	\$107.49	7D	4A		View
Thurston	Elevator Constructors	Mechanic In Charge	\$116.13	7D	4A		View
Thurston	Fabricated Precast Concrete Products	Journey Level	\$15.74		1		View
Thurston	Fabricated Precast Concrete Products	Journey Level - In-Factory Work Only	\$15.74		1		View
Thurston	Fence Erectors	Fence Erector	\$48.14	15J	4V	8Y	View
Thurston	Fence Erectors	Fence Laborer	\$48.14	15J	4V	8Y	View
Thurston	Flaggers	Journey Level	\$48.14	15J	4V	8Y	View
Thurston	Glaziers	Journey Level	\$75.91	7L	1Y		View
Thurston	Heat & Frost Insulators And Asbestos Workers	Journey Level	\$84.84	15H	11C		View
Thurston	Heating Equipment Mechanics	Journey Level	\$94.11	7F	1E		View
Thurston	Hod Carriers & Mason Tenders	Journey Level	\$59.85	15J	4V	8Y	View
Thurston	Industrial Power Vacuum Cleaner	Journey Level	\$15.74		1		View
Thurston	Inland Boatmen	Boat Operator	\$61.41	5B	1K		View
Thurston	Inland Boatmen	Cook	\$56.48	5B	1K		View
Thurston	Inland Boatmen	Deckhand	\$57.48	5B	1K		View
Thurston	Inland Boatmen	Deckhand Engineer	\$58.81	5B	1K		View
Thurston	Inland Boatmen	Launch Operator	\$58.89	5B	1K		View
Thurston	Inland Boatmen	Mate	\$57.31	5B	1K		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Cleaner Operator, Foamer Operator	\$15.74		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Grout Truck Operator	\$15.74		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Head Operator	\$15.74		1		View
Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Technician	\$25.00		1		View

Thurston	Inspection/Cleaning/Sealing Of Sewer & Water Systems By Remote Control	Tv Truck Operator	\$15.74		1		View
Thurston	Insulation Applicators	Journey Level	\$71.53	15J	4C		View
Thurston	Ironworkers	Journeyman	\$83.79	15K	11N		View
Thurston	Laborers	Air, Gas Or Electric Vibrating Screed	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Airtrac Drill Operator	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Ballast Regular Machine	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Batch Weighman	\$48.14	15J	4V	8Y	View
Thurston	Laborers	Brick Pavers	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Brush Cutter	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Brush Hog Feeder	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Burner	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Caisson Worker	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Carpenter Tender	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Cement Dumper-paving	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Cement Finisher Tender	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Change House Or Dry Shack	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Chipping Gun (30 Lbs. And Over)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Chipping Gun (Under 30 Lbs.)	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Choker Setter	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Chuck Tender	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Clary Power Spreader	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Clean-up Laborer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Concrete Dumper/Chute Operator	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Concrete Form Stripper	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Concrete Placement Crew	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Concrete Saw Operator/Core Driller	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Crusher Feeder	\$48.14	15J	4V	8Y	View
Thurston	Laborers	Curing Laborer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Demolition: Wrecking & Moving (Incl. Charred Material)	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Ditch Digger	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Diver	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Drill Operator (Hydraulic, Diamond)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Dry Stack Walls	\$56.80	15J	4V	8Y	View

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Thurston	Laborers	Dump Person	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Epoxy Technician	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Erosion Control Worker	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Faller & Bucker Chain Saw	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Fine Graders	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Firewatch	\$48.14	15J	4V	8Y	View
Thurston	Laborers	Form Setter	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Gabian Basket Builders	\$56.80	15J	4V	8Y	View
Thurston	Laborers	General Laborer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Grade Checker & Transit Person	\$59.85	15J	4V	8Y	View
Thurston	Laborers	Grinders	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Grout Machine Tender	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Groutmen (Pressure) Including Post Tension Beams	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Guardrail Erector	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level A)	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level B)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Hazardous Waste Worker (Level C)	\$56.80	15J	4V	8Y	View
Thurston	Laborers	High Scaler	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Jackhammer	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Laserbeam Operator	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Maintenance Person	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Manhole Builder-Mudman	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Material Yard Person	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Mold Abatement Worker	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Motorman-Dinky Locomotive	\$59.95	15J	4V	8Y	View
Thurston	Laborers	nozzleman (concrete pump, green cutter when using combination of high pressure air & water on concrete & rock, sandblast, gunite, shotcrete, water blaster, vacuum blaster)	\$59.85	15J	4V	8Y	View
Thurston	Laborers	Pavement Breaker	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Pilot Car	\$48.14	15J	4V	8Y	View
Thurston	Laborers	Pipe Layer (Lead)	\$59.85	15J	4V	8Y	View
Thurston	Laborers	Pipe Layer/Tailor	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Pipe Pot Tender	\$57.84	15J	4V	8Y	View

Thurston	Laborers	Pipe Reliner	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Pipe Wrapper	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Pot Tender	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Powderman	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Powderman's Helper	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Power Jacks	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Railroad Spike Puller - Power	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Raker - Asphalt	\$59.85	15J	4V	8Y	View
Thurston	Laborers	Re-timberman	\$58.56	15J	4V	8Y	View
Thurston	Laborers	Remote Equipment Operator	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Rigger/Signal Person	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Rip Rap Person	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Rivet Buster	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Rodder	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Scaffold Erector	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Scale Person	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Sloper (Over 20")	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Sloper Sprayer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Spreader (Concrete)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Stake Hopper	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Stock Piler	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Swinging Stage/Boatswain Chair	\$48.14	15J	4V	8Y	View
Thurston	Laborers	Tamper & Similar Electric, Air & Gas Operated Tools	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Tamper (Multiple & Self-propelled)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Timber Person - Sewer (Lagger, Shorer & Cribber)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Toolroom Person (at Jobsite)	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Topper	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Track Laborer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Track Liner (Power)	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Traffic Control Laborer	\$51.48	15J	4V	9C	View
Thurston	Laborers	Traffic Control Supervisor	\$54.55	15J	4V	9C	View
Thurston	Laborers	Truck Spotter	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Tugger Operator	\$57.84	15J	4V	8Y	View

Thurston	Laborers	Tunnel Work-Compressed Air Worker 0-30 psi	\$158.87	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 30.01-44.00 psi	\$163.90	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 44.01-54.00 psi	\$167.58	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 54.01-60.00 psi	\$173.28	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 60.01-64.00 psi	\$175.40	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 64.01-68.00 psi	\$180.50	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 68.01-70.00 psi	\$182.40	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 70.01-72.00 psi	\$184.40	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Compressed Air Worker 72.01-74.00 psi	\$186.40	15J	4V	9B	View
Thurston	Laborers	Tunnel Work-Guage and Lock Tender	\$59.95	15J	4V	8Y	View
Thurston	Laborers	Tunnel Work-Miner	\$59.95	15J	4V	8Y	View
Thurston	Laborers	Vibrator	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Vinyl Seamer	\$56.80	15J	4V	8Y	View
Thurston	Laborers	Watchman	\$43.76	15J	4V	8Y	View
Thurston	Laborers	Welder	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Well Point Laborer	\$57.84	15J	4V	8Y	View
Thurston	Laborers	Window Washer/Cleaner	\$43.76	15J	4V	8Y	View
Thurston	Laborers - Underground Sewer & Water	General Laborer & Topman	\$56.80	15J	4V	8Y	View
Thurston	Laborers - Underground Sewer & Water	Pipe Layer	\$57.84	15J	4V	8Y	View
Thurston	Landscape Construction	Landscape Construction/Landscaping Or Planting Laborers	\$43.76	15J	4V	8Y	View
Thurston	Landscape Construction	Landscape Operator	\$74.83	15J	3K	8X	View
Thurston	Landscape Maintenance	Groundskeeper	\$15.74		1		View
Thurston	Lathers	Journey Level	\$71.53	15J	4C		View
Thurston	Marble Setters	Journey Level	\$66.32	7E	1N		View
Thurston	Metal Fabrication (In Shop)	Fitter	\$27.10	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Laborer	\$16.91	6T	2U		View
Thurston	Metal Fabrication (In Shop)	Layerout	\$30.63	6T	2U		View

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Thurston	Metal Fabrication (In Shop)	Machine Operator	\$20.86	<u>6T</u>	<u>2U</u>		View
Thurston	Metal Fabrication (In Shop)	Welder	\$24.74	<u>6T</u>	<u>2U</u>		View
Thurston	Millwright	Journey Level	\$73.08	<u>15J</u>	<u>4C</u>		View
Thurston	Modular Buildings	Cabinet Assembly	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Electrician	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Equipment Maintenance	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Plumber	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Production Worker	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Tool Maintenance	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Utility Person	\$15.74		<u>1</u>		View
Thurston	Modular Buildings	Welder	\$15.74		<u>1</u>		View
Thurston	Painters	Journey Level	\$49.46	<u>6Z</u>	<u>11J</u>		View
Thurston	Pile Driver	Crew Tender	\$77.16	<u>15J</u>	<u>4C</u>		View
Thurston	Pile Driver	Journey Level	\$71.98	<u>15J</u>	<u>4C</u>		View
Thurston	Plasterers	Journey Level	\$67.49	<u>7Q</u>	<u>1R</u>		View
Thurston	Plasterers	Nozzleman	\$71.49	<u>7Q</u>	<u>1R</u>		View
Thurston	Playground & Park Equipment Installers	Journey Level	\$15.74		<u>1</u>		View
Thurston	Plumbers & Pipefitters	Journey Level	\$84.72	<u>5A</u>	<u>1G</u>		View
Thurston	Power Equipment Operators	Asphalt Plant Operator	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Assistant Engineer	\$72.22	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Barrier Machine (zipper)	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Batch Plant Operator: Concrete	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Bobcat	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Brokk - Remote Demolition Equipment	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Brooms	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Bump Cutter	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Cableways	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Chipper	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Compressor	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Finish Machine -laser Screed	\$71.57	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	<u>15J</u>	<u>3K</u>	<u>8X</u>	View
Thurston	Power Equipment Operators	Concrete Pump: Truck Mount With Boom	\$75.41	<u>15J</u>	<u>3K</u>	<u>8X</u>	View

90% DRAFT

		Attachment Up To 42m					
Thurston	Power Equipment Operators	Conveyors	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Cranes Friction: 200 tons and over	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes, A-frame: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 20 tons through 44 tons with attachments	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: Friction cranes through 199 tons	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Crusher	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Deck Engineer/deck Winches (power)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Derricks: on building work	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Dozers D-9 & Under	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Drilling Machine	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Elevator and man-lift: permanent and shaft type	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Forklift: 3000 lbs and over with attachments	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Forklifts: under 3000 lbs. with attachments	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Gradechecker/stakeman	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Guardrail punch/Auger	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	15J	3K	8X	View

Thurston	Power Equipment Operators	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Locator	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Horizontal/directional Drill Operator	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Hydralifts/boom trucks: over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Loader, Overhead 8 Yards. & Over	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Loaders, Overhead Under 6 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Loaders, Plant Feed	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Loaders: Elevating Type Belt	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Locomotives, All	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Material Transfer Device	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Motor patrol graders	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 100 tons and over	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Overhead, bridge type: 45 tons through 99 tons	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Pavement Breaker	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Pile Driver (other Than Crane Mount)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Plant Oiler - Asphalt, Crusher	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Posthole Digger, Mechanical	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Power Plant	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Pumps - Water	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Quad 9, HD 41, D10 And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	7A	11H	8X	View

Thurston	Power Equipment Operators	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Rigger and Bellman	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators	Rigger/Signal Person, Bellman(Certified)	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Rollagon	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Other Than Plant Mix	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Roller, Plant Mix Or Multi-lift Materials	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Roto-mill, Roto-grinder	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Saws - Concrete	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Scraper, Self Propelled Under 45 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers - Concrete & Carry All	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Service Engineers: equipment	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Shotcrete/gunite Equipment	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators	Shovel, Excavator, Backhoes: Over 90 Metric Tons	\$77.63	15J	3K	8X	View
Thurston	Power Equipment Operators	Slipform Pavers	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Spreader, Topsider & Screedman	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Subgrader Trimmer	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Bucket Elevators	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower crane: up to 175' in height base to boom	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators	Tower Cranes: over 250' in height from base to boom.	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators	Transporters, All Track Or Truck Type	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators	Trenching Machines	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	7A	11H	8X	View

Thurston	Power Equipment Operators	Truck crane oiler/driver: under 100 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators	Truck Mount Portable Conveyor	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators	Welder	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators	Wheel Tractors, Farmall Type	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators	Yo Yo Pay Dozer	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Asphalt Plant Operator	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Assistant Engineer	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Barrier Machine (zipper)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Batch Plant Operator: Concrete	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Bobcat	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Brokk - Remote Demolition Equipment	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Brooms	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Bump Cutter	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cableways	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Chipper	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Compressor	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Over 42m	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Finish Machine -laser Screed	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump - Mounted Or Trailer High Pressure Line Pump, Pump High Pressure	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Concrete Pump: Truck Mount With Boom Attachment Up To 42m	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Conveyors	\$74.83	15J	3K	8X	View

Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes Friction: 200 tons and over	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes, A-frame: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 100 tons through 199 tons, or 150' of boom (including jib with attachments)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 20 tons through 44 tons with attachments	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 200 tons- 299 tons, or 250' of boom including jib with attachments	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 300 tons and over or 300' of boom including jib with attachments	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: 45 tons through 99 tons, under 150' of boom(including jib with attachments)	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: Friction cranes through 199 tons	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Cranes: through 19 tons with attachments, A-frame over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Crusher	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Deck Engineer/deck Winches (power)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Derricks: on building work	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Dozers D-9 & Under	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Drill Oilers: Auger Type, Truck Or Crane Mount	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Drilling Machine	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Elevator and man-lift: permanent and shaft type	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Finishing Machine, Bidwell And Gamaco & Similar Equipment	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Forklift: 3000 lbs and over with attachments	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Forklifts: under 3000 lbs. with attachments	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Grade Engineer: Using Blueprints, Cut Sheets,etc.	\$75.41	15J	3K	8X	View

Thurston	Power Equipment Operators- Underground Sewer & Water	Gradechecker/stakeman	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Guardrail punch/Auger	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off- Road Equipment 45 Yards. & Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Hard Tail End Dump Articulating Off-road Equipment Under 45 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Locator	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Horizontal/directional Drill Operator	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: 10 tons and under	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Hydralifts/boom trucks: over 10 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead 8 Yards. & Over	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Loader, Overhead, 6 Yards. But Not Including 8 Yards	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders, Overhead Under 6 Yards	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders, Plant Feed	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Loaders: Elevating Type Belt	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Locomotives, All	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Material Transfer Device	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Mechanics: all (Leadmen - \$0.50 per hour over mechanic)	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Motor patrol graders	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Mucking Machine, Mole, Tunnel Drill, Boring, Road Header And/or Shield	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Oil Distributors, Blower Distribution & Mulch Seeding Operator	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Outside Hoists (elevators and manlifts), Air Tuggers, Strato	\$75.53	7A	11H	8X	View

90% DRAFT

Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type Crane: 20 tons through 44 tons	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 100 tons and over	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Overhead, bridge type: 45 tons through 99 tons	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Pavement Breaker	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Pile Driver (other Than Crane Mount)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Plant Oiler - Asphalt, Crusher	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Posthole Digger, Mechanical	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Power Plant	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Pumps - Water	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Quad 9, HD 41, D10 And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Quick Tower: no cab, under 100 feet in height based to boom	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Remote Control Operator On Rubber Tired Earth Moving Equipment	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Rigger and Bellman	\$72.22	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Rigger/Signal Person, Bellman(Certified)	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Rollagon	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Roller, Other Than Plant Mix	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Roller, Plant Mix Or Multi-lift Materials	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Roto-mill, Roto-grinder	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Saws - Concrete	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Scraper, Self Propelled Under 45 Yards	\$75.41	15J	3K	8X	View

Thurston	Power Equipment Operators- Underground Sewer & Water	Scrapers - Concrete & Carry All	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Scrapers, Self-propelled: 45 Yards And Over	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Service Engineers: equipment	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Shotcrete/gunite Equipment	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe, Tractors Under 15 Metric Tons	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoe: Over 30 Metric Tons To 50 Metric Tons	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes, Tractors: 15 To 30 Metric Tons	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Shovel, Excavator, Backhoes: Over 50 Metric Tons To 90 Metric Tons	\$76.85	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Slipform Pavers	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Spreader, Topsider & Screedman	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Subgrader Trimmer	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Bucket Elevators	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Crane: over 175' through 250' in height, base to boom	\$78.36	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower crane: up to 175' in height base to boom	\$77.56	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Tower Cranes: over 250' in height from base to boom.	\$79.13	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Transporters, All Track Or Truck Type	\$76.08	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Trenching Machines	\$74.83	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck Crane Oiler/Driver: 100 tons and over	\$76.11	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck crane oiler/driver: under 100 tons	\$75.53	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Truck Mount Portable Conveyor	\$75.41	15J	3K	8X	View

Thurston	Power Equipment Operators- Underground Sewer & Water	Vac Truck (Vactor Guzzler, Hydro Excavator)	\$75.41	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Welder	\$76.79	7A	11H	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Wheel Tractors, Farmall Type	\$71.57	15J	3K	8X	View
Thurston	Power Equipment Operators- Underground Sewer & Water	Yo Yo Pay Dozer	\$75.41	15J	3K	8X	View
Thurston	Power Line Clearance Tree Trimmers	Journey Level In Charge	\$57.22	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Spray Person	\$54.32	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Equipment Operator	\$57.22	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer	\$51.18	5A	4A		View
Thurston	Power Line Clearance Tree Trimmers	Tree Trimmer Groundperson	\$38.99	5A	4A		View
Thurston	Refrigeration & Air Conditioning Mechanics	Journey Level	\$85.71	5A	1G		View
Thurston	Residential Brick Mason	Journey Level	\$35.53		1		View
Thurston	Residential Carpenters	Journey Level	\$49.92	15J	4C		View
Thurston	Residential Cement Masons	Journey Level	\$18.09		1		View
Thurston	Residential Drywall Applicators	Journey Level	\$49.92	15J	4C		View
Thurston	Residential Drywall Tapers	Journey Level	\$23.25		1		View
Thurston	Residential Electricians	Journey Level	\$43.03	6Z	1B		View
Thurston	Residential Glaziers	Journey Level	\$51.80	7L	1H		View
Thurston	Residential Insulation Applicators	Journey Level	\$24.16		1		View
Thurston	Residential Laborers	Journey Level	\$22.90		1		View
Thurston	Residential Marble Setters	Journey Level	\$35.53		1		View
Thurston	Residential Painters	Journey Level	\$20.77		1		View
Thurston	Residential Plumbers & Pipefitters	Journey Level	\$71.41		1		View
Thurston	Residential Refrigeration & Air Conditioning Mechanics	Journey Level	\$34.42		1		View
Thurston	Residential Sheet Metal Workers	Journey Level (Field or Shop)	\$56.12	7F	1R		View
Thurston	Residential Soft Floor Layers	Journey Level	\$20.67		1		View
Thurston	Residential Sprinkler Fitters (Fire Protection)	Journey Level	\$58.26	5C	2R		View
Thurston	Residential Stone Masons	Journey Level	\$35.53		1		View
Thurston	Residential Terrazzo Workers	Journey Level	\$15.74		1		View
Thurston	Residential Terrazzo/Tile Finishers	Journey Level	\$21.96		1		View
Thurston	Residential Tile Setters	Journey Level	\$15.74		1		View

90% DRAFT

Thurston	Roofers	Journey Level	\$60.90	<u>5A</u>	<u>3H</u>		View
Thurston	Roofers	Using Irritable Bituminous Materials	\$63.90	<u>5A</u>	<u>3H</u>		View
Thurston	Sheet Metal Workers	Journey Level (Field or Shop)	\$94.11	<u>7F</u>	<u>1E</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Boilermaker	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Carpenter	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Crane Operator	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Electrician	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Laborer	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Machinist	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Operating Engineer	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Painter	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Pipefitter	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Rigger	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Sheet Metal	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Shipfitter	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Warehouse/Teamster	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	New Construction Welder / Burner	\$41.83	<u>7V</u>	<u>1</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Boilermaker	\$50.35	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Carpenter	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Crane Operator	\$45.06	<u>7Y</u>	<u>4K</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Electrician	\$50.42	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Heat & Frost Insulator	\$84.84	<u>15H</u>	<u>11C</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Laborer	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Machinist	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Operating Engineer	\$45.06	<u>7Y</u>	<u>4K</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Painter	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Pipefitter	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Rigger	\$50.35	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Sheet Metal	\$50.35	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Shipwright	\$50.95	<u>7X</u>	<u>4J</u>		View
Thurston	Shipbuilding & Ship Repair	Ship Repair Warehouse / Teamster	\$45.06	<u>7Y</u>	<u>4K</u>		View
Thurston	Sign Makers & Installers (Electrical)	Journey Level	\$18.04		<u>1</u>		View
Thurston	Sign Makers & Installers (Non-Electrical)	Journey Level	\$15.74		<u>1</u>		View
Thurston	Soft Floor Layers	Journey Level	\$62.39	<u>15J</u>	<u>4C</u>		View

90% DRAFT

Thurston	Solar Controls For Windows	Journey Level	\$15.74		<u>1</u>		View
Thurston	Sprinkler Fitters (Fire Protection)	Journey Level	\$92.49	<u>5C</u>	<u>1X</u>		View
Thurston	Stage Rigging Mechanics (Non Structural)	Journey Level	\$15.74		<u>1</u>		View
Thurston	Stone Masons	Journey Level	\$66.32	<u>7E</u>	<u>1N</u>		View
Thurston	Street And Parking Lot Sweeper Workers	Journey Level	\$16.00		<u>1</u>		View
Thurston	Surveyors	Assistant Construction Site Surveyor	\$75.53	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Surveyors	Chainman	\$72.22	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Surveyors	Construction Site Surveyor	\$76.79	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Surveyors	Drone Operator (when used in conjunction with surveying work only)	\$72.22	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Surveyors	Ground Penetrating Radar	\$72.22	<u>7A</u>	<u>11H</u>	<u>8X</u>	View
Thurston	Telecommunication Technicians	Journey Level	\$51.14	<u>6Z</u>	<u>1B</u>		View
Thurston	Telephone Line Construction - Outside	Cable Splicer	\$39.15	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Hole Digger/Ground Person	\$26.29	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Telephone Equipment Operator (Light)	\$32.72	<u>5A</u>	<u>2B</u>		View
Thurston	Telephone Line Construction - Outside	Telephone Lineperson	\$37.00	<u>5A</u>	<u>2B</u>		View
Thurston	Terrazzo Workers	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
Thurston	Tile Setters	Journey Level	\$60.36	<u>7E</u>	<u>1N</u>		View
Thurston	Tile, Marble & Terrazzo Finishers	Finisher	\$51.19	<u>7E</u>	<u>1N</u>		View
Thurston	Traffic Control Stripers	Journey Level	\$51.90	<u>7A</u>	<u>1K</u>		View
Thurston	Truck Drivers	Asphalt Mix Over 16 Yards	\$71.70	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Truck Drivers	Asphalt Mix To 16 Yards	\$70.86	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Truck Drivers	Dump Truck	\$70.86	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Truck Drivers	Dump Truck & Trailer	\$71.70	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Truck Drivers	Other Trucks	\$71.70	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Truck Drivers - Ready Mix	Transit Mix	\$71.70	<u>15J</u>	<u>11M</u>	<u>8L</u>	View
Thurston	Well Drillers & Irrigation Pump Installers	Irrigation Pump Installer	\$17.53		<u>1</u>		View
Thurston	Well Drillers & Irrigation Pump Installers	Oiler	\$15.74		<u>1</u>		View
Thurston	Well Drillers & Irrigation Pump Installers	Well Driller	\$18.00		<u>1</u>		View

Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
 - B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
 - G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.
 - J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.
 - K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
 - M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
 - N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.
- P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.
- V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.
- W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.
- X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.
- Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.
- Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.

Overtime Codes Continued

2. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.
- M. This code appears to be missing. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.
- O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.
- R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.
- U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.
3. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.
- F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.
- H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.
- J. All hours worked between the hours of 10:00 pm and 5:00 am, Monday through Friday, and all hours worked on Saturdays shall be paid at a one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- K. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the eight (8) hours rest period.

Overtime Codes Continued

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage
- C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
- D. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturday, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:

On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

- E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- I. The First eight (8) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) per day on Saturdays shall be paid at double the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

Overtime Codes Continued

4. J. The first eight (8) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of eight (8) hours on a Saturday shall be paid at double the hourly rate of wage. All hours worked over twelve (12) in a day, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- K. All hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage, so long as Saturday is the sixth consecutive day worked. All hours worked over twelve (12) in a day Monday through Saturday, and all hours worked on Sundays and Holidays shall be paid at double the hourly rate of wage.
- L. The first twelve (12) hours worked on a Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on a Saturday in excess of twelve (12) hours shall be paid at double the hourly rate of pay. All hours worked over twelve (12) in a day Monday through Friday, and all hours worked on Sundays shall be paid at double the hourly rate of wage. All hours worked on a holiday shall be paid at one and one-half times the hourly rate of wage, except that all hours worked on Labor Day shall be paid at double the hourly rate of pay.
- U. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. (Except on makeup days if work is lost due to inclement weather, then the first eight (8) hours on Saturday may be paid the regular rate.) All hours worked over twelve (12) hours Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- S. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, work performed in excess of (10) hours shall be paid at one and one half (1-1/2) times the hourly rate of pay. On Monday through Friday, work performed outside the normal work hours of 6:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations).

All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. When an employee returns to work without at least eight (8) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

Multiple Shift Operations: When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. Special Shifts: The Special Shift Premium is the basic hourly rate of pay plus \$2.00 an hour. When due to conditions beyond the control of the employer or when an owner (not acting as the contractor), a government agency or the contract specifications require more than four (4) hours of a special shift can only be performed outside the normal 6am to 6pm shift then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid the special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday).

Overtime Codes Continued

4. V. Work performed in excess of ten (10) hours of straight time per day when four ten (10) hour shifts are established or outside the normal shift (5 am to 6pm), and all work on Saturdays, except for make-up days shall be paid at time and one-half (1 ½) the straight time rate.

In the event the job is down due to weather conditions, then Saturday may, be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All work performed on Sundays and holidays and work in excess of twelve (12) hours per day shall be paid at double (2x) the straight time rate of pay.

After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

When an employee returns to work without a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

- X. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. Work performed outside the normal shift of 6 am to 6pm shall be paid at one and one-half the straight time rate, (except for special shifts or three shift operations). All work performed on Sundays and holidays shall be paid at double the hourly rate of wage. Shifts may be established when considered necessary by the Employer.

The Employer may establish shifts consisting of eight (8) or ten (10) hours of work (subject to WAC 296-127-022), that shall constitute a normal forty (40) hour work week. The Employer can change from a 5-eight to a 4-ten hour schedule or back to the other. All hours of work on these shifts shall be paid for at the straight time hourly rate. Work performed in excess of eight hours (or ten hours per day (subject to WAC 296-127-022) shall be paid at one and one-half the straight time rate.

When due to conditions beyond the control of the Employer, or when contract specifications require that work can only be performed outside the regular day shift, then by mutual agreement a special shift may be worked at the straight time rate, eight (8) hours work for eight (8) hours pay. The starting time shall be arranged to fit such conditions of work.

When an employee returns to work without at a break of eight (8) hours since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours.

11. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

- B After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

- C The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, and all hours on Sunday shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage. All non-overtime and non-holiday hours worked between 4:00 pm and 5:00 am, Monday through Friday, shall be paid at a premium rate of 15% over the hourly rate of wage.

Overtime Codes Continued

11. D. All hours worked on Saturdays and holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- E. The first two (2) hours after eight (8) regular hours Monday through Friday, the first ten (10) hours on Saturday, and the first ten (10) hours worked on Holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, and Sundays shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours, all additional hours worked shall be paid at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
- F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one-half times the hourly rate of wage for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
- G. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of nine (9) hours or more. When an employee returns to work without at least nine (9) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the nine (9) hours rest period.
- H. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal 5 am to 6pm shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage.
- All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays, and all hours worked in excess of twelve (12) hours in a single shift shall be paid at double the hourly rate of wage.
- After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of ten (10) hours or more. When an employee returns to work without at least ten (10) hours time off since their previous shift, all such time shall be a continuation of shift and paid at the applicable overtime rate until he/she shall have the ten (10) hours rest period.

Overtime Codes Continued

11. J. All hours worked on holidays shall be paid at double the hourly rate of wage.
- K. On Monday through Friday hours worked outside 4:00 am and 5:00 pm, and the first two (2) hours after eight (8) hours worked shall be paid at one and one-half times the hourly rate. All hours worked over 10 hours per day Monday through Friday, and all hours worked on Saturdays, Sundays, and Holidays worked shall be paid at double the hourly rate of wage.
- L. An employee working outside 5:00 am and 5:00 pm shall receive an additional two dollar (\$2.00) per hour for all hours worked that shift. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.
- M. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay.
- Work performed outside the normal work hours of 5:00 a.m. and 6:00 p.m. shall be paid at one and one-half (1-1/2) times the straight time rate, (except for special shifts or multiple shift operations). When the first shift of a multiple shift (a two or three shift) operation is started at the basic straight time rate or at a specific overtime rate, all shifts of that day's operation shall be completed at that rate. When due to conditions beyond the control of the Employer or when contract specifications require that work can only be performed outside the regular day shift of 5:00 am to 6:00 pm, then a special shift may be worked at the straight time rate, plus the shift pay premium when applicable. The starting time of work will be arranged to fit such conditions of work. Such shift shall consist of eight (8) hours work for eight (8) hours pay or ten (10) hours work for ten (10) hours pay for four ten shifts.
- On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay. All work performed after 6:00 pm Saturday to 5:00 am Monday, all work performed over twelve (12) hours, and all work performed on holidays shall be paid at double the straight time rate of pay.
- Shift Pay Premium: In an addition to any overtime already required, all hours worked between the hours of 6:00 pm and 5:00 am shall receive an additional two dollars (\$2.00) per hour.
- N. All work performed over twelve hours in a shift and all work performed on Sundays and Holidays shall be paid at double the straight time rate.
- Any time worked over eight (8) hours on Saturday shall be paid double the straight time rate, except employees assigned to work six 10-hour shifts per week shall be paid double the straight time rate for any time worked on Saturday over 10 hours.

Benefit Code Key – Effective 3/3/2023 thru 8/30/2023

Holiday Codes

5. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day (7).
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, the day before Christmas, and Christmas Day (8).
- C. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
- D. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8).
- H. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Day after Thanksgiving Day, And Christmas (6).
- I. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- K. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9).
- L. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (8).
- N. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, The Friday After Thanksgiving Day, And Christmas Day (9).
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday And Saturday After Thanksgiving Day, The Day Before Christmas, And Christmas Day (9). If A Holiday Falls On Sunday, The Following Monday Shall Be Considered As A Holiday.
- Q. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6).
- R. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving Day, One-Half Day Before Christmas Day, And Christmas Day. (7 1/2).
- S. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, And Christmas Day (7).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8).
6. G. Paid Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Christmas Eve Day (11).
- H. Paid Holidays: New Year's Day, New Year's Eve Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving Day, Christmas Day, The Day After Christmas, And A Floating Holiday (10).

Holiday Codes Continued

6. T. Paid Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Last Working Day Before Christmas Day, And Christmas Day (9).
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.
7. A. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any Holiday Which Falls On A Sunday Shall Be Observed As A Holiday On The Following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- B. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- D. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President's Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- F. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the last working day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- G. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Holiday Codes Continued

7. J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.
- P. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.
- Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be a regular work day.
- S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- V. Holidays: New Year's Day, President's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, the day before or after Christmas, and the day before or after New Year's Day. If any of the above listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- W. Holidays: New Year's Day, Day After New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, the day after Christmas, the day before New Year's Day, and a Floating Holiday.
- X. Holidays: New Year's Day, Day before or after New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day before or after Christmas day. If a holiday falls on a Saturday or on a Friday that is the normal day off, then the holiday will be taken on the last normal workday. If the holiday falls on a Monday that is the normal day off or on a Sunday, then the holiday will be taken on the next normal workday.
- Y. Holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day. (8) If the holiday falls on a Sunday, then the day observed by the federal government shall be considered a holiday and compensated accordingly.
- Z. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, Christmas Eve, and Christmas Day (9). Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday. Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday.

Holiday Codes Continued

15. G. New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, the last scheduled workday before Christmas, and Christmas Day (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.
- H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- I. Holidays: New Year's Day, President's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
- K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. D. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$0.75, Level B: \$0.50, And Level C: \$0.25.
- M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: \$1.00, Levels C & D: \$0.50.
- N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- S. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.
- T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

Note Codes Continued

8. U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: \$2.00, Class B Suit: \$1.50, And Class C Suit: \$1.00. Workers performing underground work receive an additional \$0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional \$0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional \$0.50 per hour.
- V. In addition to the hourly wage and fringe benefits, the following depth and enclosure premiums shall be paid. The premiums are to be calculated for the maximum depth and distance into an enclosure that a diver reaches in a day. The premiums are to be paid one time for the day and are not used in calculating overtime pay.
- Depth premiums apply to depths of fifty feet or more. Over 50' to 100' - \$2.00 per foot for each foot over 50 feet. Over 101' to 150' - \$3.00 per foot for each foot over 101 feet. Over 151' to 220' - \$4.00 per foot for each foot over 220 feet. Over 221' - \$5.00 per foot for each foot over 221 feet.
- Enclosure premiums apply when divers enter enclosures (such as pipes or tunnels) where there is no vertical ascent and is measured by the distance travelled from the entrance. 25' to 300' - \$1.00 per foot from entrance. 300' to 600' - \$1.50 per foot beginning at 300'. Over 600' - \$2.00 per foot beginning at 600'.
- W. Meter Installers work on single phase 120/240V self-contained residential meters. The Lineman/Groundmen rates would apply to meters not fitting this description.
- X. Workers on hazmat projects receive additional hourly premiums as follows - Class A Suit: \$2.00, Class B Suit: \$1.50, Class C Suit: \$1.00, and Class D Suit: \$0.50. Special Shift Premium: Basic hourly rate plus \$2.00 per hour.
- When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications requires that work can only be performed outside the normal 5 am to 6pm shift, then the special shift premium will be applied to the basic hourly rate. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in OT or Double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)
- Y. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay.
- Swinging Stage/Boatswains Chair: Employees working on a swinging state or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.
- Z. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.
- Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as a contractor), a government agency or the contract specifications require that more than (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they will be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Note Codes Continued

9. A. Workers working with supplied air on hazmat projects receive an additional \$1.00 per hour.

Special Shift Premium: Basic hourly rate plus \$2.00 per hour. When due to conditions beyond the control of the Employer or when an owner (not acting as the contractor), a government agency or the contract specifications require that more than four (4) hours of a special shift can only be performed outside the normal 6 am to 6pm shift, then the special shift premium will be applied to the basic straight time for the entire shift. When an employee works on a special shift, they shall be paid a special shift premium for each hour worked unless they are in overtime or double-time status. (For example, the special shift premium does not waive the overtime requirements for work performed on Saturday or Sunday.)

Certified Crane Operator Premium: Crane operators requiring certifications shall be paid \$0.50 per hour above their classification rate.

Boom Pay Premium: All cranes including tower shall be paid as follows based on boom length:

(A) – 130' to 199' – \$0.50 per hour over their classification rate.

(B) – 200' to 299' – \$0.80 per hour over their classification rate.

(C) – 300' and over – \$1.00 per hour over their classification rate.

- B. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

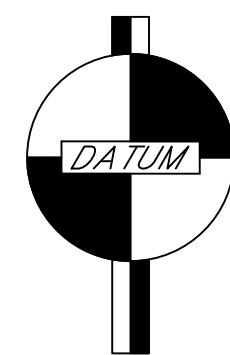
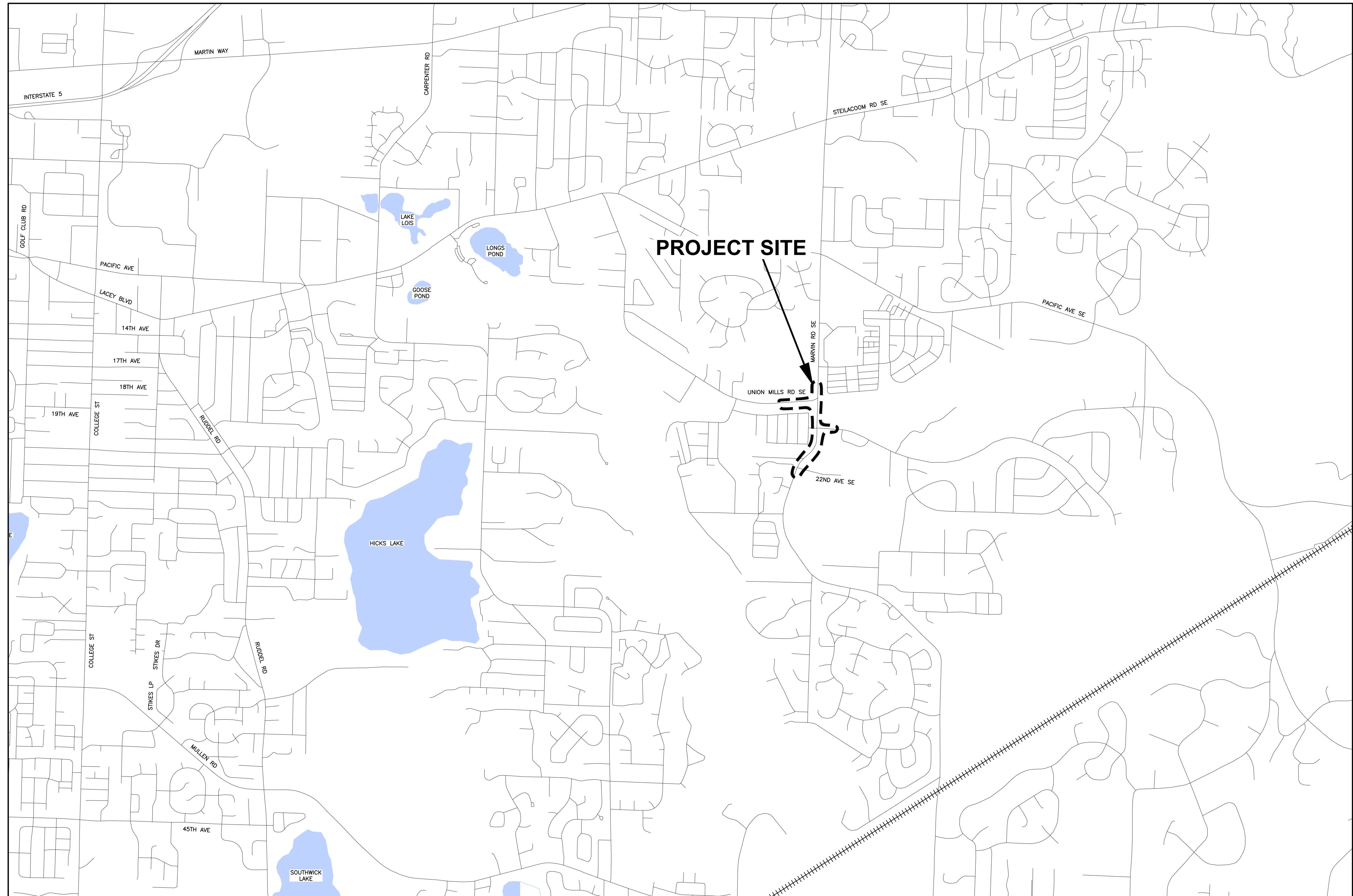
- C. Tide Work: When employees are called out between the hours of 6:00 p.m. and 6:00 a.m. to work on tide work (work located in the tide plane) all time worked shall be at one and one-half times the hourly rate of pay. Swinging Stage/Boatswains Chair: Employees working on a swinging stage or boatswains chair or under conditions that require them to be tied off to allow their hands to be free shall receive seventy-five cents (\$0.75) per hour above the classification rate.

Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

- D. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, bridges, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.
- E. Heavy Construction includes construction, repair, alteration or additions to the production, fabrication or manufacturing portions of industrial or manufacturing plants, hydroelectric or nuclear power plants and atomic reactor construction. Workers on hazmat projects receive additional hourly premiums as follows -Level A: \$1.00, Level B: \$0.75, Level C: \$0.50, And Level D: \$0.25.
- F. Industrial Painter wages are required for painting within industrial facilities such as treatment plants, pipelines, towers, dams, power generation facilities and manufacturing facilities such as chemical plants, etc., or anywhere abrasive blasting is necessary to prepare surfaces, or hazardous materials encapsulation is required.

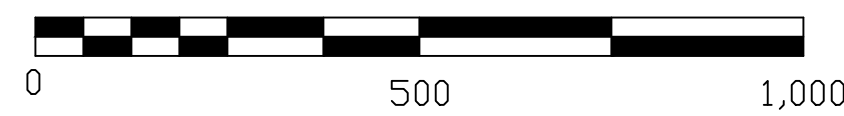
Note Codes Continued

9. H. One (1) person crew shall consist of a Party Chief. (Total Station or similar one (1) person survey system). Two (2) person survey party shall consist of at least a Party Chief and a Chain Person. Three (3) person survey party shall consist of at least a Party Chief, an Instrument Person, and a Chain Person.



LACEY

ATTACHMENT 2 – VICINITY MAP
CITY OF LACEY, WASHINGTON
SCALE : 1" = 1000'



Lacey Dwg. Number :
D-23-26



LACEY CITY COUNCIL MEETING

December 7, 2023

SUBJECT: Interlocal Agreement for Franz Anderson Road Permanent Supportive Housing

RECOMMENDATION: Motion: Move to authorize the City Manager to sign the Interlocal Agreement Between the City of Olympia, City of Lacey, City of Tumwater and Thurston County for Pooling and Transfer of Funds to Support Permanent Supportive Housing Project at Franz Anderson Road

STAFF CONTACT: Rick Walk, City Manager *RW*
Grant Beck, Planning and Development Services Manager *GB*
Ryan Andrews, Planning Manager *RA*

ORIGINATED BY: Regional Initiative

ATTACHMENTS: Interlocal Agreement

FISCAL NOTE: \$3,000,000 is committed for the Franz Anderson Permanent Supportive Housing project in the adopted 2023 Budget.

WORK PLAN GOAL AND STRATEGY: Vibrant Place to Live, Work and Play - (D)(7)

HOUSING ACTION PLAN: Goal 1.m.: Fund development projects that increase low-income housing through grants or loans.

PRIOR REVIEW: None.

BACKGROUND:

The Franz Anderson Road project located in Olympia was awarded funding through the Washington State Rights-of-Way Safety Initiative to house individuals living in the Washington State Department of Transportation right-of-way. The first phase of the project includes 50 temporary tiny shelters which have been installed and are currently occupied. The second phase of the project will be to construct permanent supportive housing on the site. Residents of the tiny shelters will be transferred into the permanent supportive housing after construction is completed. The project will contain 71 units (35 studio, 36 one bedroom) which will not only house the residents of the Franz Anderson Tiny Shelter Village but also

those exiting Maple Court until the time that Maple Court is converted from an enhanced shelter into permanent supportive housing.

To support the initiative, regional partners including the City of Tumwater and Thurston County are transferring a portion of the funds received through the American Rescue Plan Act of 2021 (ARPA) through the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to the project.

Approval of the interlocal agreement will formally transfer the City of Lacey's commitment of \$3 million within the 2023 budget to support the construction of the permanent supportive housing. Since the City of Lacey has dedicated its ARPA funding to support the construction of the Lacey Police Station, Lacey's transfer will be general budgeted funds.

NEXT STEPS:

- Option 1:** Approve a motion to authorize the City Manager to sign the Interlocal Agreement Between the City of Olympia, City of Lacey, City of Tumwater and Thurston County for Pooling and Transfer of Funds to Support Permanent Supportive Housing Project as Franz Anderson Road. This option is supported by staff and other regional partners.
- Option 2:** Modify and then approve the City Manager signing the Interlocal Agreement. Doing so will require approval of the other parties in the agreement and would result in delay or cancellation of the project.
- Option 3:** Do not approve the City Manager signing the Interlocal Agreement. Doing so will cause the funding for the property to be put in jeopardy.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF OLYMPIA, CITY OF LACEY, CITY OF TUMWATER AND
THURSTON COUNTY
FOR
POOLING AND TRANSFER OF FUNDS
TO
SUPPORT PERMANENT SUPPORTIVE HOUSING PROJECT
AT
FRANZ ANDERSON ROAD**

THIS INTERLOCAL AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("OLYMPIA"), the City of Lacey, a municipality organized under the laws of the State of Washington ("LACEY"), the City of Tumwater, a municipality organized under the laws of the State of Washington ("TUMWATER"), and Thurston County, a Washington municipal corporation, ("COUNTY"), jointly referred to herein as "the Parties," or singularly as a "Party."

RECITALS

WHEREAS, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to RCW 39.34.080, each party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties; and

WHEREAS, unsheltered and unmanaged homelessness constitutes a public health emergency that requires the Parties to coordinate their resources and actions to work together to abate detrimental effects that threaten public health and safety; and

WHEREAS, the Parties do not have sufficient resources to address the ongoing impacts or needs of unsheltered homelessness without mutual cooperation; and

WHEREAS, the Regional Housing Council supports the development of a permanent supportive housing project at the Franz Anderson Road property; and

WHEREAS, the development of a permanent supportive housing project at Franz Anderson Road property is aligned with the Permanent Supportive Housing Strategic Framework adopted

Interlocal Agreement/City of Olympia, City of Lacey, City of Tumwater, and Thurston County/Franz Anderson Road SE Property Permanent Supportive Housing

by the Regional Housing Council in 2021 with the intent of funding 200 new permanent supportive housing units in Thurston County by 2024; and

WHEREAS, the Franz Anderson Road project was included in a proposal awarded funding through the State Rights of Way Safety Initiative, an initiative of the Washington State Governor's Office; and

WHEREAS, in March 2021, the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) to provide State, local, and Tribal Governments with the resources needed to respond to the pandemic and its economic effects; and

WHEREAS, local governments may transfer SLFRF funds to each other provided the entity receiving the funds agrees to certain conditions applicable to a subrecipient; and

WHEREAS, the COUNTY has identified \$3,500,000 in SLFRF funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property; and

WHEREAS, TUMWATER has identified \$275,000 in general funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property; and

WHEREAS, LACEY has identified \$3,000,000 in General Funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property; and

WHEREAS, this Interlocal Agreement stands as an obligation of SLFRF and General Fund funds, thereby meeting the U.S. Department of Treasury commitment deadline of December 31, 2024; and

WHEREAS, in accordance with the Coronavirus State and Local Fiscal Recovery Funds Interim Rule, SLFRF funds must be obligated no later than December 31, 2024, and fully expended no later than December 31, 2026; and

WHEREAS, as permitted by the Coronavirus State and Local Fiscal Recovery Fund Interim Rule, the funds will be pooled and managed by OLYMPIA; and

WHEREAS, the pooled funds will be disbursed by OLYMPIA on a cost reimbursement basis to Low Income Housing Institute (LIHI) to construct the permanent supportive housing at the Franz Anderson Road Property; and

WHEREAS, LIHI has proposed a development timeline that meets the SLFRF expenditure deadline of December 31, 2026 (see, Exhibit "C");

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

1. Purpose/Objective/Funding

The purpose of this Agreement is to accommodate for the transfer of funding available for affordable housing capital projects and originating from LACEY, TUMWATER, and COUNTY to OLYMPIA so that the funding may be pooled; committed by contract to be applied toward the development of a permanent supportive housing project (hereinafter “the Project”) proposed to occur at the Franz Anderson Road property (hereinafter “the Property”), as legally described in Exhibit “A” attached hereto; and managed by OLYMPIA in connection to the Project.

A. COUNTY has spent \$825,547 towards acquisition of the real property located on Franz Anderson Road and identified \$3,500,000 in SLFRF funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property.

B. LACEY has identified \$3,000,000 in General Funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property.

C. TUMWATER has identified \$275,000 in general funds it intends to transfer to OLYMPIA for the facilitation of the development of permanent supportive housing at the Franz Anderson Road Property.

D. OLYMPIA has spent \$825,547 in ARPA funds towards acquisition of the real property located on Franz Anderson Road.

E. In the event LIHI is unable to construct the Franz Anderson Road project after financial closing occurs, any party to this Agreement may withdraw. Upon withdrawal of any party, OLYMPIA shall return to such party all funds transferred by such party to OLYMPIA pursuant to this Agreement.

2. Scope of Agreement/Work

The responsibilities of the Parties are as follows:

A. OLYMPIA shall communicate with LACEY, TUMWATER, and COUNTY to indicate when the Project has demonstrated full funding and is ready to start construction.

B. LACEY, TUMWATER, and COUNTY shall facilitate the transfer of funds intended for the development of the Project to OLYMPIA, on a reimbursement basis, at the time that LIHI can demonstrate the Project is fully funded at the time of financial closing and construction is ready to commence. OLYMPIA will process draws by LIHI of funds only after execution of an agreement between OLYMPIA and LIHI that requires LIHI to submit an invoice package to OLYMPIA that includes the percentage of the project completed, what

Interlocal Agreement/City of Olympia, City of Lacey, City of Tumwater, and Thurston County/Franz Anderson Road SE Property Permanent Supportive Housing

funding amount is being requested, what the funds cover regarding work performed, and approval of the funds requested, and activities conducted as issued by the project architect. Prior to any payment to LIHI, OLYMPIA will visit the project site to confirm with photographic evidence the work performed. The agreement between OLYMPIA and LIHI shall require that invoice packages requesting funds shall be submitted by LIHI to all funders.

C. OLYMPIA shall perform the following:

- Coordinate with other State and private funders regarding financing of the Project;
- Approve funding draws submitted by LIHI for the Project;
- Prioritize SLFRF funds to be drawn prior to other funds to ensure compliance with the associated expenditure deadline, as communicated in the Interim Rule or as amended;
- Monitor the Project throughout the construction phase to ensure the Project is timely and in compliance with SLFRF and other requirements;
- Ensure that LIHI will perform all covenants in the Real Estate Purchase and Sale Agreement between OLYMPIA and LIHI (see, Exhibit “A”), including but not limited to LIHI pursuing project-based vouchers from the Housing Authority of Thurston County to meet affordability requirements; that LIHI shall utilize Thurston County’s coordinated entry system to place persons into housing units to be constructed upon the Property; that LIHI shall give initial preference to single adults and couples associated with the State of Washington’s Rights-of-Way Safety Initiative exiting OLYMPIA’s tiny house village and then to single adults and couples associated with the State of Washington’s Rights-of-Way Safety Initiative exiting Maple Court until Maple Court has been converted from an enhanced shelter to permanent supportive housing or has been funded for said conversion; that LIHI will use its best efforts to have Sea Mar Community Health Centers provide behavioral health services for tenants in the multi-family housing units to be constructed upon the Property; that LIHI shall provide two case managers who will have offices on-site in the project to be constructed on the Property; and that LIHI will operate with a low-barrier model and will offer consistent and accessible supportive services to eligible tenants but will not require tenants to participate in services as a condition of receiving housing.
- Ensure that LIHI shall execute and record a Restrictive Covenant as required by the Real Estate Purchase and Sale Agreement between OLYMPIA and LIHI, dictating that the Property shall be used for affordable housing in perpetuity;
- Execute any other agreements needed by LIHI to facilitate State, Federal, or private funding necessary to develop the Project;
- Provide periodic Project updates, as requested, to the Regional Housing Council;
- Close out the Project upon completion of development and upon lease up of Project.

D. Each Party to this Agreement is responsible for paying the full cost of its respective staff members to support this project.

E. The Parties shall have the opportunity to jointly participate in any neighborhood outreach or communications to facilitate open communications between the Parties, residents and surrounding businesses, or property owners.

F. OLYMPIA, as a recipient of SLFRF funds from the COUNTY, agrees to comply with the conditions, that are attached and incorporated herein by reference as Exhibit “B” . The Final Rule, Treasury FAQs, and other Treasury guidance related to the award of funds herein is hereby incorporated by reference into this Agreement.

G. OLYMPIA has performed an objective comparison required for capital expenditures of \$1,000,000 or more using SLFRF described in Final Rule, pp. 53-55. The harm or need to be addressed by the Franz Anderson Road project is to provide housing units for low income persons who are without homes in Thurston County, Washington. Capital expenditure is necessary to construct housing units for extremely low income individuals to reduce human suffering and risk to human health and welfare. The housing units to be constructed are for persons unable to afford market rate housing units.

3. Method of Payment

LACEY, TUMWATER, and COUNTY shall provide their respective portions of funding for the Project to OLYMPIA via wire transfer. The parties agree that OLYMPIA shall provide an opportunity to LACEY, TUMWATER, and COUNTY to review all contracts and subawards prior to execution for a period of thirty (30) days before processing same for payment.

4. Indemnification & Insurance

LACEY, TUMWATER, and COUNTY agree to defend, indemnify and hold OLYMPIA, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with OLYMPIA’s responsibilities under this Agreement, except to the extent such injuries and damages are caused by the negligence of OLYMPIA.

OLYMPIA agrees to defend, indemnify and hold LACEY, TUMWATER, and COUNTY, and their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including reasonable attorney fees, arising out of or in connection with LACEY’s, TUMWATER’s, and COUNTY’s responsibilities under this Agreement, except to the extent such injuries and damages are caused by the negligence of LACEY, TUMWATER, and COUNTY.

5. Duration of Agreement

This Agreement shall be effective until terminated in the manner described under the termination section of this Agreement, or upon completion of construction and issuance of a final certificate of occupancy by OLYMPIA and payment of all obligations under this Agreement.

6. Termination of Agreement

This Agreement may be terminated upon ninety (90) days' written notice to the other Parties using the method of notice provided for in this Agreement in Section 12 below.

7. Entire Agreement

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements, oral or otherwise, with respect to the subject matter and property addressed herein.

8. Recitals Incorporated

The recitals set forth above are hereby incorporated into this Agreement as though fully set forth herein.

9. Counterparts

This Agreement may be executed in a number of identical counterparts which, taken together, constitute collectively one Agreement; but in making proof of this Agreement, it is not necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned signature, or an electronic or digital signature where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement are originals, but all such counterparts, when taken together, constitute one and the same Agreement.

10. 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.

11. Employment Relationship

Employees of all Parties shall remain at all times under the direction and control of their original agency and the performance of work for any other agency pursuant to this Agreement shall not change that relationship for any purpose. No Parties shall be deemed to have agreed to pay the other agency's employees any wages or benefits afforded to its own employees. Further, each Party's responsibilities to its own employees for workplace injuries shall remain unchanged by this Agreement.

12. Notice/Contract Representative

Any notice required under this Agreement shall be to the party at the address listed below and shall become effective three days following the date of deposit in the United States Postal Service.

CITY OF OLYMPIA
Attn: Darian Lightfoot
Housing Manager
City of Olympia
PO Box 1967
Olympia, WA 98507-1967
dlightfo@ci.olympia.wa.us
360.753.8033

THURSTON COUNTY
Attn: Thomas Webster
Thurston County
412 Lilly Road
Olympia, WA 98506
Thomas.webster@co.thurston.wa.us
360.280.6265

CITY OF LACEY
Attn: Rick Walk
City of Lacey
420 College St. SE
Lacey, WA 98503
rwalk@ci.lacey.wa.us
(360) 438-2638

CITY OF TUMWATER
Attn: Lisa Parks
555 Israel Road SW
Tumwater, WA 98501
(360) 754-4120

13. Records

Each party shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records request addressed to the Parties as if this interlocal created a separate legal entity, shall be deemed to be a request received by each party individually. Each party shall respond separately, unless agreed to otherwise in writing and properly documented. The parties agree to cooperate in responding to requests for public records received about the subject matter of this Agreement.

14. Jurisdiction and Venue

This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be in the Superior Court of Washington for Thurston County.

Interlocal Agreement/City of Olympia, City of Lacey, City of Tumwater, and Thurston County/Franz Anderson Road SE Property Permanent Supportive Housing

15. Effective Date

This Agreement shall take effect upon the final signature date affixed hereto.

16. Modification

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

*****SIGNATURES ON FOLLOWING PAGE*****

CITY OF OLYMPIA

Steven J. Burney, City Manager

Date

Approved as to form:

City Attorney

THURSTON COUNTY

Robin Campbell,
Interim County Manager

Date

Approved as to form:

Chief Civil Deputy Prosecuting Attorney

CITY OF LACEY

Rick Walk, City Manager

Date

Approved as to form:

City Attorney

CITY OF TUMWATER

Debbie Sullivan, Mayor

Date

Approved as to form:

City Attorney

EXHIBIT "A"
REAL ESTATE PURCHASE AND SALE AGREEMENT
BETWEEN CITY OF OLYMPIA AND LIHI

REAL ESTATE PURCHASE AND SALE AGREEMENT

This REAL ESTATE PURCHASE AND SALE AGREEMENT ("Agreement") is between the City of Olympia, a municipality organized under the laws of the State of Washington ("Seller"), and Low Income Housing Institute (LIHI), a Washington nonprofit corporation ("Buyer"), jointly referred to as "the Parties." This Agreement shall not be effective until the "Effective Date" (as defined in Paragraph 18.16 below).

RECITALS

Seller is the owner of certain real property ("Property") located in the **City of Olympia, Thurston County, Washington**, consisting of TPN Nos. 58900000300, 58900000301, 58900000400, 58900000500, and 58900000600 and located near Franz Anderson Road in Olympia, Thurston County, Washington, and more particularly described on **Exhibit "A"** (legal description) and shown on **Exhibit "B"** (sketch) attached hereto and by this reference incorporated herein.

Pursuant to the Washington State Constitution, Article VIII, § 7, Seller is permitted to make provision for the necessary support of the poor and infirm. The Seller intends, and the Parties agree, that the Property shall be used to construct permanent supportive housing and facilities in a multi-family rental project as the term "permanent supportive housing" is defined in RCW 36.70A.030(19), which is defined as subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors, and no other purpose except as expressly agreed by the Parties herein.

The Parties specifically agree that the Property shall in perpetuity be used to provide affordable housing as defined in RCW 36.70A.030(2) and permanent supportive housing as defined in RCW 36.70A.030(19). Buyer proposes, and Seller agrees, that the project to be constructed upon the Property will consist of approximately seventy (70) studio and one-bedroom housing units, with one additional one-bedroom unit for an on-site manager (the "Project"). Unit sizes will range from approximately 470 to 630 square feet. An estimated thirty (30) housing units will be accessible to disabled persons. Approximately thirty-five (35) housing units will be studio units designated for households with Area Median Income (AMI) of thirty percent (30%) or less by household size. The remaining thirty-five (35) units will be one-bedroom housing units designated for households with Area Median Income (AMI) at or below thirty percent (30%) by household size. At no time will tenants occupying these housing units pay an amount for rent and utilities that exceeds thirty percent (30%) of their income. Buyer agrees it will pursue project-based vouchers from the Housing Authority of Thurston County to meet affordability requirements.

It is further agreed by the Parties that Buyer shall utilize Thurston County's coordinated entry system to place persons into housing units to be constructed upon the Property. Preference will be given by Buyer to single adults and couples exiting Seller's tiny house village associated

with the State of Washington's Rights-of-Way Safety Initiative. Further, it is proposed by Buyer, and agreed by Seller, that best efforts will be made to have Sea Mar Community Health Centers provide behavioral health services for tenants in the multi-family housing units to be constructed upon the Property. Further, Buyer shall provide two case managers who will have offices on-site in the Project. Buyer proposes, and Seller agrees, that the Project will operate with a low-barrier model and will offer consistent and accessible supportive services to eligible tenants but will not require tenants to participate in services as a condition of receiving housing.

Buyer anticipates utilizing regional funds, including American Rescue Plan Act funds in an amount of approximately \$6.7 million in the development of the Project. Buyer shall use all reasonable due diligence to enter into an agreement to commit these regional funds no later than November 2024, and to fully draw these funds no later than December 2026 in connection with the housing project. The goal of the Parties is to have housing units upon the Property in service no later than April 2026.

The Parties agree and covenant that the use of the Property shall be subject to a restrictive covenant limiting the Property's use in perpetuity for affordable housing as defined in RCW 36.70A.030(2) and (19), as now or hereafter amended by law.

Buyer has determined that the Property is suitable for providing affordable housing and housing-related services and programs for persons experiencing homelessness, housing insecurity, or inability to secure affordable housing in Thurston County, Washington. Seller and Buyer agree that the Property is appropriate and suitable for redevelopment to provide new construction of affordable housing and facilities providing housing-related facilities and programs. Further, as additional consideration to Seller, Buyer agrees to comply with Olympia City Council Resolution No. M-2289, a copy of which is attached hereto and incorporated herein as "**Exhibit F**" to this Agreement, requiring new construction of housing units upon the Property to meet requirements for electrification, except where exemptions are necessary due to physical space limitations, availability of technology, or cost constraints as set forth in Section 2 of Resolution No. M-2289.

The signatories to this Agreement acknowledge they are authorized to execute associated documents, to correct legal descriptions, if necessary, and to correct scrivener's errors and other errors or omissions that are otherwise in substantial conformance with this Agreement.

The Parties now enter into this Agreement to memorialize the terms and conditions under which Seller will sell the Property to Buyer and Buyer will purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Property. Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the following:

1.1 **Land.** The real property constituting the Property legally described on **Exhibit "A"** to this Agreement and generally shown on a sketch attached as **Exhibit "B"** to this Agreement "as is."

1.2 **Appurtenances.** All rights, privileges, and easements appurtenant to the Property owned by Seller, including without limitation any and all leases, subleases, easements, rights-of-way and other appurtenances, including any buildings, structures or fixtures, if any, used in connection with the beneficial use and enjoyment of the Property (the "Appurtenances").

The Property and Appurtenances described in Paragraph 1 above are collectively referred to in this Agreement as the "Property."

2. **Escrow.** Within thirty (30) business days after the Effective Date of this Agreement as defined in Paragraph 18.16, the Parties shall confirm that an escrow account is opened for the transaction contemplated by this Agreement with Thurston County Title Company (in such capacity, "Escrow Company"). Jen Dempsey or another designee of Escrow Company will serve as escrow agent for Closing of this Agreement ("Escrow Agent"). The Parties shall deliver a fully executed copy of this Agreement to Escrow Agent.

3. **Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property (the "Purchase Price") is **One Dollar and NO/100 Cents** (\$1.00) U.S., together with other additional nonmonetary consideration consisting of a Restrictive Covenant to be recorded upon the Property, limiting the Property's use in perpetuity for affordable housing as defined in RCW 36.70A.030(2) and (19), as now or hereafter amended by law, and providing for electrification of all new construction upon the Property, except where exemptions are necessary due to physical space limitations, availability of technology, or cost constraints as set forth in Section 2 of Olympia City Council Resolution No. M-2289, a copy of which is attached hereto and incorporated herein as **"Exhibit F"** to this Agreement.

4. **Payment of Purchase Price.** On the Closing Date, Buyer shall deposit with Escrow Agent the amount of the Purchase Price, less any amounts to be credited against the Purchase Price, pursuant to this Agreement.

5. **Closing Date.** The Closing (the "Closing") of the purchase and sale of the Property under this Agreement shall be held at the offices of the Escrow Company, and shall occur on or before February 29, 2024, unless otherwise agreed in writing by the Parties. Closing shall occur when the Deed to Buyer and the Restrictive Covenant (as hereinafter defined) are executed and recorded, and the Purchase Price is delivered to the Escrow Company for delivery to Seller.

6. **Title and Survey Matters.**

6.1 **Title Binder and Survey.** Buyer shall order a preliminary commitment for an ALTA owner's extended coverage title insurance policy provided by Thurston County Title Insurance Company ("Title Company") describing the Property, showing all matters of record pertaining to the Property and listing Buyer as the prospective named insured. Following the mutual execution of this Agreement, Buyer shall obtain from Title Company a written

supplemental report to such preliminary commitment in a form acceptable to Buyer, updating the preliminary commitment to the execution date of the Agreement. Such preliminary commitment, supplemental reports and true, correct, and legible copies of all documents referred to in such preliminary commitment and supplemental reports as conditions or exceptions to title to the Property are collectively referred to herein as the "Title Binder." Buyer may order a survey of the Property (the "Survey").

6.2 Title Review. Within sixty (60) business days after Buyer's receipt of the updated Title Binder and Survey, Buyer shall review the Title Binder and any surveys of the Property, and shall notify Seller what exceptions to title, if any, affect the marketability or insurability of the title to the Property or which adversely affect the use of the Property (the "Title Review Period"). If no title matters appear in the updated Title Binder since the initial preliminary commitments, then the Parties shall proceed to Closing as set forth in this Agreement. If any title matters appear and Buyer objects to any of the same during the Title Review Period, then Seller shall have thirty (30) business days after receiving Buyer's objections to notify Buyer if Seller will remove any of the exceptions objected to prior to the Closing Date or if Seller elects not to remove such objected to exceptions. If Seller shall fail to remove any such exceptions objected to by Buyer from title prior to the Closing Date, and Buyer is unwilling to take title subject thereto, Buyer may elect to either terminate this Agreement, or take title despite the existence of such exception. If Buyer elects to terminate, neither Buyer nor Seller shall have any further liabilities, obligations or rights with regard to this Agreement which shall then become null and void and of no further force or effect.

6.3 Title Policy. At Closing, Seller and Buyer shall cause Title Company to issue a standard ALTA owner's policy ("Title Policy") to Buyer, at Buyer's cost. The Title Policy shall (a) be satisfactory to Buyer, (b) be issued in the amount of the total Purchase Price and (c) insure fee simple, indefeasible title to the Property in Buyer. The Title Policy shall contain endorsements as Buyer may require. Buyer's obligation to close this transaction shall be contingent on Buyer's approval, in its sole and absolute discretion of the Title Policy required under this Paragraph 6.

7. Conditions and/or Contingencies to Buyer's Obligations.

7.1 Documents and Reports. Within sixty (60) business days after the execution and delivery of this Agreement (the "Document Delivery Date"), Seller shall deliver to Buyer copies of the documents and reports listed on attached **Exhibit "C"** to this Agreement and in Seller's possession. Seller shall certify to Buyer, as of the Document Delivery Date, as to any documents listed on **Exhibit "C"** not in Seller's possession.

7.2 Inspection of the Property. Buyer shall have the right and permission from the date Seller signs this Agreement through the Closing Date (or earlier termination of this Agreement) to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Buyer's cost and expense, of making all tests and/or studies of the Property that Buyer may wish to undertake, including, without limitation, soils tests (including borings), toxic and hazardous waste studies, surveys, structural studies and review of zoning, fire, safety and other compliance matters; provided, however, Buyer shall indemnify and hold

harmless Seller from and against any mechanic's or other liens or claims that may be filed or asserted against the Property or Seller as a direct result of any actions taken by Buyer in connection with the Property, including but not limited to permitting Seller to review a written description of Buyer's proposed testing and work to ensure same is properly done and will not exacerbate any existing condition of contamination on the property. Buyer shall also provide Seller with a copy of all soil or environmental test results for the property upon Seller's request. Buyer shall reasonably restore the Property to its condition immediately prior to any invasive testing. The effect of the representations and warranties made by Seller in this Agreement shall not be diminished or deemed to be waived by any inspections, tests or investigations made by Buyer or its agents.

7.3 Appraisal of the Property. Buyer shall have the right to obtain an appraisal. Buyer's appraiser may enter onto the property upon reasonable notice to Seller as is necessary to appraise the Property.

7.4 Approval of Property/Feasibility Contingency. Buyer's obligation to purchase the Property shall be subject to and contingent upon Buyer's approval, in its sole and absolute discretion, prior to the expiration of the Contingency Period, of all aspects of the Property, including, without limitation, the physical condition of the Property and documents delivered by Seller pursuant to Paragraph 7.1 above, or otherwise obtained by Buyer regarding the Property. Buyer's approval and obligation to purchase the Property under this paragraph shall be for the period set forth in Paragraph 7.5. Upon waiver by Buyer or expiration of the feasibility contingency, the Parties shall move on to Closing.

7.5 Feasibility Contingency Period. As used herein, the term "Contingency or Feasibility Period" shall mean the period from the Effective Date of this Agreement as defined in Paragraph 18.16 until the period ending on October 1, 2023.

7.6 Buyer's Right to Terminate. If in Buyer's sole and absolute discretion, Buyer is not satisfied with the condition of the Property, Buyer may terminate this Agreement by sending written notice to Seller and Escrow Agent (such notice referred to as a "Termination Notice") prior to the expiration of the Contingency/Feasibility Period. If Buyer gives its Termination Notice to Seller, this Agreement shall terminate and neither Buyer nor Seller shall have any further liability to the other under this Agreement.

7.7 Additional Closing Conditions. Buyer's obligation to purchase the Property shall also be subject to the following conditions that must be satisfied as of Closing.

(i) Prior to Closing, all Contracts or Leases (whether written or oral) with respect to the Property, if any, shall be terminated in writing by Seller. Seller shall provide Buyer, prior to Closing, with written termination agreements with respect to all Contracts or Leases, which are not assumed by Buyer;

(ii) All representations and warranties of Seller contained herein, to the best of Seller's knowledge, shall be true, accurate and complete at the time of the Closing as if made again at such time;

(iii) Seller shall have performed all obligations to be performed by it hereunder on or before Closing (or, if earlier, on or before the date set forth in this Agreement for such performance);

(iv) At Closing, title to the Property shall be in the condition required by Paragraph 6 of this Agreement and Escrow Agent shall deliver the Title Policy to Buyer; and

If the conditions set forth in this Paragraph 7 are not satisfied as of Closing and Buyer does not waive the same, Buyer may terminate this Agreement, and thereafter neither Buyer nor Seller shall have any further liability to the other under this Agreement.

8. Seller's Representations and Warranties. Seller hereby makes the following representations and warranties, to the best of Seller's knowledge, which representations and warranties shall be deemed made by Seller to Buyer also as of the Closing Date:

8.1 Title. Seller is the sole owner of the Property, except for reservations of record. At Closing, Seller shall convey the entire fee simple estate and right, title and interest in and to the Property by statutory warranty deed to Buyer with a restrictive covenant limiting use of the Property to affordable housing as provided in the Recitals hereto, free and clear of unapproved encumbrances of record.

8.2 Compliance with Law; Compliance with Property Restrictions. The Property complies in all material respects (both as to condition and use) with all applicable statutes, ordinances, codes, rules and regulations of any governmental authority having jurisdiction over the Property related to zoning, building, subdivision, and engineering.

8.3 Bankruptcy, etc. No bankruptcy, insolvency, rearrangement or similar action involving Seller or the Property, whether voluntary or involuntary, is pending, threatened, by a third party, or contemplated by Seller.

8.4 Taxes and Assessments. Other than amounts disclosed by the Title Binder, no other property taxes have been or will be assessed against the Property for the current tax year, and there are no general or special assessments or charges that have been levied, assessed or imposed on or against the Property.

8.5 Foreign Person. Seller is not a foreign person and is a "United States Person" as such term is defined in Section 7701(a) (30) of the Internal Revenue Code of 1986, as amended (the "Code") and shall deliver to Buyer prior to the Closing an affidavit evidencing such fact and such other documents as may be required under the Code.

8.6 Mechanics' Liens. No labor, material or services have been furnished in, on or about the Property or any part thereof as a result of which any mechanics', laborer's or materialmen's liens or claims might arise.

8.7 Underground Storage Tanks. Seller has knowledge of one underground storage tank, and a decommissioned well. Other than as previously stated, Seller has no knowledge of other (a) subterranean storage or underground storage tanks that exist on the Property, and (b) any previously existing underground storage tanks that have been removed or filled in compliance with applicable law. If there had been an underground storage tank on the site, to the best of Seller's knowledge, the tank was decommissioned in compliance with applicable law.

8.8 Leases and Other Agreements. Seller represents that there are no leases, occupancy agreements, service agreements, licenses, easements, or option agreements with regard to the Property, except those of record or disclosed pursuant to Paragraph 7.1.

8.9 Assumption of Liabilities. Buyer, by virtue of the purchase of the Property, will not be required to satisfy any obligation of Seller arising prior to the Closing Date.

8.10 Defaults. Seller is not in default and there has occurred no uncured event, which, with notice, the passage of time or both would be a default, under any contract, agreement, lease, encumbrance, or instrument pertaining to the Property.

8.11 Utilities. The Property may or may not be served by water, storm and sanitary or septic sewer, electricity, and telephone supplied directly to the Property by facilities of public utilities. All such utilities are located within the boundaries of the Property or within lands dedicated to public use or within recorded easements for the same.

8.12 Public Improvements. Seller has no knowledge of any federal, state, county, municipal or other governmental plans to change the road system in the vicinity of the Property.

8.13 Subdivision. The conveyance of the Property will not constitute a violation of any subdivision ordinance. The improvements on the Property comply in all material respects with all applicable subdivision ordinances and statutes.

8.14 Due Authority. Seller and Buyer have all requisite power and authority to execute and deliver this Agreement and to carry out its obligations hereunder and the transactions contemplated hereby. This Agreement has been, and the documents contemplated hereby will be, duly executed and delivered by Seller and Buyer and constitute their legal, valid and binding obligation enforceable against Seller and Buyer in accordance with its terms.

8.15 No Omissions. The copies of any documents furnished to Buyer in connection with this transaction are true and complete copies of the documents they purport to be and contain no untrue statement of material fact and do not omit to state any material facts necessary to make the statements contained therein not misleading.

9. Covenants of Seller. Seller covenants and agrees as follows:

9.1 **Perform Obligations.** From the date of this Agreement to the Closing Date, Seller will perform any monetary and non-monetary obligations they have regarding the Property.

9.2 **No Liens.** From the date of this Agreement to the Closing Date, Seller will not allow any lien to attach to the Property, nor will Seller grant, create, or voluntarily allow the creating of, or amend, extend, modify or change, any easement, right-of-way, encumbrance, restriction, covenant, lease, license, option or other right affecting the Property or any part thereof without Buyer's written consent first having been obtained.

9.3 **Provide Further Information.** From the date of this Agreement to the Closing Date, Seller will notify Buyer of each event of which Seller becomes aware affecting the Property or any part thereof immediately upon learning of the occurrence of such event.

10. Covenants of Buyer. Buyer covenants and agrees as follows:

10.1 **Perform Obligations.** Buyer shall perform all obligations from the date of this Agreement, including all provisions herein that shall survive the Closing, including those relating to its obligations to provide affordable low-income housing units upon the Property.

10.2 **Application for Impact Fee Reduction.** Buyer may apply for impact fee reductions as permitted by OMC Section 15.04.060.C. for any form of low-income housing occupied by households whose income meets the definition of low-income housing in OMC 15.04.020.Y when adjusted for size is at or below eighty percent (80%) of the area median income as annually adjusted by the U.S. Department of Housing and Urban Development (HUD) from paying school impact fees, provided a covenant is approved by the Olympia School District No. 111 to assure continued use for low income housing and that the covenant is recorded against the title to the Property. As provided in OMC 15.04.060.F, upon application a partial exemption of not more than eighty percent (80%) of park, transportation and school impact fees, with no explicit requirement to pay the exempted portion of the fee from public funds, may be granted to a low-income housing development.

10.3 **Application for Land Use Approval.** Buyer covenants and agrees it shall promptly submit the Project to Seller for land use approval following written removal of the contingency/feasibility period set forth in Paragraphs 7.4 and 7.5 herein; however, Buyer further agrees to schedule with Seller's planning staff a preapplication conference prior to submittal of Buyer's land use application for the Property.

10.4 **Seller's Option to Repurchase.** Buyer agrees that Seller shall have an option to repurchase the Property at the same price as the Property is sold to Buyer in this Agreement in the event Buyer fails to commence construction of the housing units contemplated in this Agreement within twenty-four (24) months of the Closing date. Seller agrees that Buyer will have an option to extend its period of construction for an additional year based upon an economic or financial circumstance beyond Buyer's control upon a showing of its best efforts to

move forward with the construction of affordable housing units contemplated in this Agreement. In the event the City (Seller) exercises its option to repurchase the Property, the City (Seller) shall pay any real estate excise tax due on repurchase. In no event shall any period of delay caused by the City permit approval process be counted against Buyer. Such approval process shall toll the deadlines in this paragraph.

11. Closing.

11.1 Time and Place. Provided that all the contingencies set forth in this Agreement have been previously fulfilled, the Closing shall take place at the place and time determined as set forth in Paragraph 5 of this Agreement.

11.2 Documents to be Delivered by Seller. For and in consideration of, and as a condition precedent to the payment to Seller of the Purchase Price, Seller shall obtain and deliver to Buyer at Closing the following documents (all of which shall be duly executed and acknowledged where required):

(i) **Title Documents.** Such other documents, including, without limitation, lien waivers, indemnity bonds, indemnification agreements, and certificates of good standing as shall be required by Buyer, or by the Title Company as a condition to its insuring Buyer's good and marketable fee simple title to the Property.

(ii) **Authority.** Such evidence as the Title Company shall require as to authority of Seller to convey the Property to Buyer.

(iii) **Surveys and Drawings.** All surveys, site plans, and plans and specifications relating to the Property as are in the possession or control of Seller, if any.

(iv) **Assignment.** Seller and Buyer agree any assignment of Buyer's rights under this Agreement shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied except as provided in this Agreement. Seller acknowledges and agrees that Buyer shall either assign this Agreement or transfer the Property after Closing to an entity that is affiliated with Buyer. Such transfer or assignment shall not require the consent of Seller.

(v) **Warranty Deed.** A statutory warranty deed ("Deed") conveying to Buyer a good, marketable and indefeasible title in fee simple absolute to the Property in the form set forth in **Exhibit "D"** attached hereto.

(vi) **Restrictive Covenant.** A covenant restricting use of the Property in perpetuity for the specific purposes as defined in RCW 36.70A.030(2) and (19), and as otherwise agreed by the Parties, in the form set forth in **"Exhibit E"** attached hereto.

11.3 Payment of Costs. At Closing, Buyer shall pay all charges for title insurance for a standard ALTA owner's title policy insuring Buyer's title, the escrow fee, all

recording fees, technology fees, and real property excise taxes, if any, and any other costs of Closing.

11.4 **Taxes.** Seller is exempt from payment of real property excise taxes for the Property pursuant to WAC 458-61A-205(2).

11.5 **Monetary Liens.** Seller shall pay or cause to be satisfied at or prior to Closing all monetary liens on or with respect to all or any portion of the Property, including, but not limited to, mortgages, deeds of trust, security agreements, assignments of leases, rents and/or easements, judgment liens, tax liens (other than those for taxes not yet due and payable) and financing statements, except where Seller is exempt by statute or administrative rule or regulation.

11.6 **Possession.** Possession of the Property shall be delivered to Buyer at Closing. The Property, including without limitation the improvements, if any, shall be delivered to Buyer in good order.

11.7 **Proration.** All amounts required to be prorated hereunder as of Closing, shall be calculated as if Buyer were in possession of the Property as of the date of Closing.

12. Environmental.

12.1 Notwithstanding anything to the contrary in this Agreement or otherwise, the Parties agree that Seller shall have no obligation to defend, indemnify, or hold Buyer harmless with respect to any loss, liability, claim, demand, damage, or expense of any kind, including attorneys' fees, costs, and expenses (collectively, "Loss") arising (a) out of the release or threatened release of Hazardous Substances on, under, above, or about the Property after Closing, or (b) out of the past release or threatened release of any Hazardous Substance on, under, above, or about the Property caused or contributed to by Buyer, or any employee, agent, tenant, or contractor of Buyer.

12.2 **Definitions.** The term "Hazardous Substance" includes without limitation (a) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," or "solid wastes" in any Environmental Law; (b) petroleum products and petroleum byproducts; (c) polychlorinated biphenyls; (d) chlorinated solvents; and (e) asbestos. The term "Environmental Law" includes any federal, state, municipal or local law, statute, ordinance, regulation, order or rule pertaining to health, industrial hygiene, environmental conditions, or hazardous substances.

13. **Indemnification.** Seller shall pay, protect, pay the defense costs of, indemnify and hold Buyer and their successors and assigns harmless from and against any and all loss, liability, claim, damage and expense suffered or incurred by reason of (a) the breach of any representation, warranty or agreement of Seller set forth in this Agreement, (b) the failure of Seller to perform any obligation required by this Agreement to be performed by Seller, (c) the ownership, maintenance, and/or operation of the Property by Seller prior to the Closing not in conformance with this Agreement, or (d) any injuries to persons or property from any cause

occasioned in whole or in part by any acts or omissions of the Seller, its representatives, employees, contractors or suppliers that occurred before Closing; provided, however, that nothing in this Paragraph 12 applies to Losses arising out of the presence of Hazardous Substances on, under, above, or about the Property, including Hazardous Substances that migrate or migrated to or from the Property except as specifically provided in Paragraph 11 above.

14. Condemnation. In the event of any commenced, to be commenced or consummated proceedings in eminent domain or condemnation (collectively “Condemnation”) respecting the Property or any portion thereof, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller shall have any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect, there shall be no reduction in the Purchase Price, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, Seller’s entire right, title and interest in and to any condemnation award or settlement made or to be made in connection with such Condemnation proceeding. Buyer shall have the right at all times to participate in all negotiations and dealings with the condemning authority and approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such Condemnation respecting the Property.

15. Casualty. If any fire, windstorm or casualty occurs and materially affects all or any portion of the Property on or after the date of this Agreement and prior to the Closing, Buyer may elect, by written notice to Seller, to terminate this Agreement and the escrow created pursuant hereto and be relieved of its obligation to purchase the Property. If Buyer terminates this Agreement, neither Buyer nor Seller has any further liability to the other hereunder. If Buyer fails to make such election prior to the Closing Date, this Agreement shall continue in effect. The Purchase Price shall not be reduced by the amount of loss or damage occasioned by such casualty not covered by insurance, and Seller shall, prior to the Closing Date, assign to Buyer, by an assignment agreement in form and substance satisfactory to Buyer, its entire right, title and interest in and to all insurance claims and proceeds to which Seller may be entitled in connection with such casualty. Buyer shall have the right at all times to participate in all negotiations and other dealings with the insurance carrier providing such coverage and to approve or disapprove any proposed settlement in respect to such matter. Seller shall forthwith notify Buyer in writing of any such casualty respecting the Property.

16. Notices. Unless applicable law requires a different method of giving notice, any and all notices, demands or other communications required or desired to be given hereunder by any party (collectively, “Notices”) shall be in writing and shall be validly given or made to another party if delivered either personally or by FedEx, UPS, USPS or other overnight delivery service of recognized standing, or if deposited in the United States mail, certified, registered, or express mail with postage prepaid. If such Notice is personally delivered, it shall be conclusively deemed given at the time of such delivery. If such Notice is delivered by FedEx or other overnight delivery service of recognized standing, it shall be deemed given twenty-four (24) hours after the deposit thereof with such delivery service. If such Notice is mailed as provided herein, such shall be deemed given seven days (7) days after the deposit thereof in the

United States mail. Each such Notice shall be deemed given only if properly addressed to the party to whom such notice is to be given as follows:

To Seller: Steven J. Burney, City Manager
City of Olympia
601 4th Ave E
PO Box 1967
Olympia, WA 98507-1967
Email: jburney@ci.olympia.wa.us

With a copy to: Mark Barber, City Attorney
City of Olympia
601 4th Ave E
PO Box 1967
Olympia, WA 98507-1967
Email: mbarber@ci.olympia.wa.us

To Buyer: Low Income Housing Institute (LIHI)
Attn: Lynne Behar, Chief Financial Officer
1253 S Jackson Street, Suite A
Seattle, WA 98144
Email: lynneb@lihi.org

Any party hereto may change its address for receiving notices as herein provided by a written notice given in the manner aforesaid to the other Party hereto.

17. Event of Default. In the event of a default under this Agreement by Seller (including a breach of any representation, warranty or covenant set forth herein), Buyer shall be entitled, in addition to all other remedies, to seek monetary damages and specific performance of Seller's obligations hereunder.

18. Miscellaneous.

18.1 Applicable Law. This Agreement shall in all respects, be governed by the laws of the State of Washington.

18.2 Further Assurances. Each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder to carry out the intent of the Parties hereto.

18.3 Modification or Amendment, Waivers. No amendment, change or modification of this Agreement shall be valid, unless in writing and signed by all of the Parties hereto. No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision in

this Agreement. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

18.4 Successors and Assigns. All of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the Parties hereto and their respective heirs, legal representatives, successors and assigns. Any assignment shall be subject to Seller's approval, which shall not be unreasonably withheld, conditioned or denied except by the terms of this Agreement. Buyer must notify and, if required, request approval by Seller of any such assignment prior to the Closing. Any such assignee shall for all purposes be regarded as Buyer under this Agreement.

18.5 Entire Agreement and No Third Party Beneficiaries. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force or effect. The Parties do not intend to confer any benefit under this Agreement to any person, firm or corporation other than the Parties.

18.6 Jurisdiction, Venue, and Attorneys' Fees. Jurisdiction and venue shall be in the Superior Court of Thurston County for the State of Washington. Should either party bring suit to enforce this Agreement, the prevailing party in such lawsuit shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection with such lawsuit.

18.7 Construction. Captions are solely for the convenience of the Parties and are not a part of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the Parties, but rather as if both Parties had prepared it. If the date on which Buyer or Seller are required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

18.8 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18.9 Survival. The recitals, covenants, agreements, obligations to indemnify, representations and warranties made in this Agreement shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof and are fully enforceable by either Party.

18.10 Finders' or Brokers' Fees. Seller represents and warrants that it has not engaged the services of any broker or finder to which a commission or other fee is due in connection with any of the transactions contemplated by this Agreement. Seller agrees to indemnify, defend and hold harmless Buyer against any loss, liability, damage, cost, claim or

expense, including interest, penalties and reasonable attorneys' fees that Buyer shall incur or suffer by reason of a breach by Seller of the representation and warranty set forth above.

18.11 **Time.** Time is of the essence of every provision of this Agreement.

18.12 **Risk of Loss.** All of Seller's personal property, of any kind or description whatsoever that is on the Property after Closing, shall be at Seller's sole risk of loss.

18.13 **Force Majeure.** Performance by Seller or Buyer of their obligations under this Agreement shall be extended by the period of delay caused by force majeure. Force majeure is war, natural catastrophe, strikes, walkouts or other labor industrial disturbance, order of any government, court or regulatory body having jurisdiction, shortages, blockade, embargo, riot, civil disorder, or any similar cause beyond the reasonable control of the party who is obligated to render performance (but excluding financial inability to perform, however caused).

18.14 **Recitals.** The Recitals set forth above are incorporated by this reference into this Agreement and are made a part hereof and shall survive the Closing unimpaired and shall not merge into the Deed and the recordation thereof and are fully enforceable by either Party.

18.15 **Counterparts.** This Agreement may be executed in a number of identical counterparts which, taken together, shall constitute collectively one Agreement; but in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart. Additionally, (i) the signature pages taken from separate individually executed counterparts of this Agreement may be combined to form multiple fully executed counterparts; and (ii) a facsimile signature or an electronically scanned or digital signature, where permitted by law, shall be deemed to be an original signature for all purposes. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts, when taken together, shall constitute one and the same Agreement.

18.16 **Effective Date.** The term "date of this Agreement" or "date hereof" or "Effective Date," as used in this Agreement, shall mean the later of the following dates: (1) the date of Buyer's signature on this Agreement; or (2) the date of Seller's signature on this Agreement.

*****SIGNATURES APPEAR ON NEXT PAGE*****

BUYER:

**LOW INCOME HOUSING INSTITUTE
(LIHI)**, a Washington nonprofit corporation

Lynne Behar
Lynne Behar, Chief Financial Officer

Date: 06/07/2023

SELLER:

CITY OF OLYMPIA, a Washington
municipal corporation

Steven J. Burney
Steven J. Burney, City Manager

Date: 06/21/2023

APPROVED AS TO FORM:

Mark Barber
Mark Barber, City Attorney

Date: 06/06/2023

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 3, 4, 5, and 6 of Leach's Johnson Hill Tracts as recorded April 3, 1923, under Auditor's File No. 126186, in Volume 10 of Plats, Page 2, records of Thurston County, Washington.

TOGETHER WITH an easement for ingress and egress, over the North 12-feet of the South 77-feet of the East 200-feet of said Lot 3.

EXCEPTING therefrom those portions of said Lot 6 conveyed to the State of Washington for highway purposes by deeds recorded December 21, 1956 under Auditor's File No. 579323 and February 20, 1985 under Auditor's File No. 8502200047.

All situated in the Southeast Quarter of Section 18, Township 18 North, Range 1 West, W.M., Thurston County, Washington.

Subject to reservations, restrictions, and easements of record.

EXHIBIT "B"

GENERAL VICINITY SKETCH

Vol. 10 Pg. 2
AF # 126186

Vol. 12, Pg. 2

LEACH'S JOHNSON HILL TRACTS THURSTON COUNTY WASHINGTON

DEDICATION AND DESCRIPTION

This is to certify that Gertrude E. Leach, owner in her own right and as her separate estate of the following described premises:- Commencing at the $\frac{1}{4}$ corner between Sections 17 and 18 T.18N, R.1W, W.M., thence N.09°-09'-32"W 307.612 feet, thence S.01°-06'-10"E 772.900 feet to the true place of beginning, thence S.01°-06'-10"E 1119.70 feet, thence S.84°-05'-09"W 995.70 feet, thence N.07°-28'-28"E 1228.01 feet, thence S.89°-42'-16"E 974.59 feet to the place of beginning, containing 26.48 acres and that I have caused the same to be surveyed and platted to be hereafter known as "Leach's Johnson Hill Tracts". All streets and roads are hereby dedicated as highways for uses and benefits of the public forever.

In witness hereof I have hereunto set my hand and seal this 21 day of March, A.D. 1923.

Gertrude E. Leach

ACKNOWLEDGMENT

State of Washington) ss
County of Thurston) ss

This is to certify on this 21 day of March, A.D. 1923, personally appeared before me, a Notary Public in and for the State of Washington, Gertrude E. Leach, well and truly known to me to be the person described in and who executed the foregoing instrument, and acknowledged the same as her voluntary act and deed for the uses and purposes therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Washington, residing at Olympia.

Certificate of Surveyor

This is to certify that I have surveyed and staked the above plat, and the same is correct.

W. C. Dillingham
Surveyor

Certificate of Treasurer

This is to certify that all of the taxes on the land herein platted have been fully paid and discharged up to and including the year 1922.

County Treasurer

Certificate of County Engineer

Approved this 20 day of March, A.D. 1923.

County Engineer

Certificate of County Commissioners

Approved by the Board of County Commissioners this 20 day of April, A.D. 1923.

Attest: *Chairman*
County Auditor & Clerk of Board

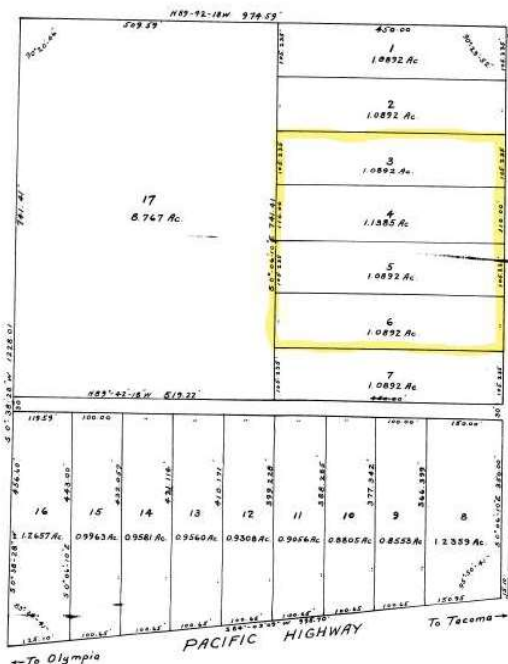
No. Filed for record this 20 day of April, 1923 at 2:00 o'clock

at the request of Gertrude E. Leach, and recorded in Vol. Page of Plat Records of Thurston County Washington.

by *County Auditor*

Deputy.

Scale 1 inch = 100 feet



Note: All stakes facing Pacific Highway offset 4 feet North.

EXHIBIT “C”
DOCUMENTS AND REPORTS

1. Copies of all leases or other occupancy agreements relating to the Property, if any, with originals to be delivered at Closing.
2. Copies of all licenses, permits and approvals, if any, issued by governmental authorities for the use and occupancy of the Property or any facility located thereon.
3. Any other information about the Property reasonably requested by Buyer if in the possession or control of Seller.
4. Any service contracts or other similar agreements related to the Property.
5. Reports of environmental conditions related to the Property, if any.
6. Surveys, if any.
7. Soils reports, if any.

EXHIBIT “D”
FORM OF STATUTORY WARRANTY DEED

Low Income Housing Institute (LIHI)
Attn: Lynne Behar, Chief Financial Officer
1253 S Jackson Street, Suite A
Seattle, WA 98144

Document Title:	Statutory Warranty Deed
Grantor:	City of Olympia, a Washington municipal corporation
Grantee:	Low Income Housing Institute (LIHI), a Washington nonprofit corporation
Abbreviated Legal Description:	Lots 3, 4, 5, and Ptn. of Lot 6, Leach’s Johnson Hill Tracts SE 18-18-1W
Assessor’s Tax Parcel Numbers:	58900000300, 58900000301, 58900000400, 58900000500, and 58900000600

The Grantor, **CITY OF OLYMPIA**, a Washington municipal corporation, for and in consideration of the sum of ONE and NO/100---(\$1.00) Dollar, and other good and valuable considerations, in hand paid, hereby conveys and warrants to the Grantee, **LOW INCOME HOUSING INSTITUTE (LIHI)**, a Washington nonprofit corporation, the following described real property and all rights thereto, situated in the City of Olympia, County of Thurston, in the State of Washington, including all after acquired title:

Lots 3, 4, 5, and 6 of Leach’s Johnson Hill Tracts as recorded April 3, 1923, under Auditor’s File No. 126186, in Volume 10 of Plats, Page 2, records of Thurston County, Washington.

TOGETHER WITH an easement for ingress and egress, over the North 12-feet of the South 77-feet of the East 200-feet of said Lot 3.

EXCEPTING therefrom those portions of said Lot 6 conveyed to the State of Washington for highway purposes by deeds recorded December 21, 1956 under Auditor’s File No. 579323 and February 20, 1985 under Auditor’s File No. 8502200047.

All situated in the Southeast Quarter of Section 18, Township 18 North, Range 1 West, W.M., Thurston County, Washington.

Subject to easements, restrictions, and reservations of record.

**EXHIBIT “E”
FORM OF RESTRICTIVE COVENANT**

After Recording Return to:

City of Olympia
Attn: Legal Department
P.O. Box 1967
Olympia, WA 98507-1967

Document Title:	Restrictive Covenant
Grantor:	Low Income Housing Institute (LIHI), a Washington nonprofit corporation
Grantee:	City of Olympia, a Washington municipal corporation
Abbreviated Legal Description:	Lots 3, 4, 5, and Ptn. of Lot 6, Leach’s Johnson Hill Tracts SE 18-18-1W
Assessor’s Tax Parcel Numbers:	58900000300, 58900000301, 58900000400, 58900000500, and 58900000600

RESTRICTIVE COVENANT

As additional consideration to the City of Olympia, a Washington municipal corporation (“Grantee”), for the purchase of its real property by Low Income Housing Institute (LIHI), a Washington nonprofit corporation (“Grantor”), Grantor and Grantee agree that the real property legally described as:

Lots 3, 4, 5, and 6 of Leach’s Johnson Hill Tracts as recorded April 3, 1923, under Auditor’s File No. 126186, in Volume 10 of Plats, Page 2, records of Thurston County, Washington.

TOGETHER WITH an easement for ingress and egress, over the North 12-feet of the South 77-feet of the East 200-feet of said Lot 3.

EXCEPTING therefrom those portions of said Lot 6 conveyed to the State of Washington for highway purposes by deeds recorded December 21, 1956 under Auditor’s File No. 579323 and February 20, 1985 under Auditor’s File No. 8502200047.

All situated in the Southeast Quarter of Section 18, Township 18 North, Range 1 West, W.M., Thurston County, Washington.

Subject to easements, restrictions, and reservations of record.

shall be held, transferred, sold, conveyed, leased, used, assigned, and occupied in perpetuity subject to the following covenants and restrictions:

1. The above legally described real property shall be used in perpetuity to provide affordable housing as defined in RCW 36.70A.030(2) and (19), as now or hereafter lawfully amended, and providing housing-related facilities and programs; and
2. The residential units to be constructed upon the real property shall have approximately seventy (70) studio and one-bedroom units, and one additional one-bedroom unit for an on-site housing manager; and
3. An estimated thirty (30) residential units shall be accessible to disabled persons; and
4. The real property shall be used to construct permanent supportive housing and facilities in a multi-family rental project as the term “permanent supportive housing” is defined in RCW 36.70A.030(19), as now or hereafter lawfully amended, which means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors, and no other purpose except as expressly agreed by the Parties herein; and
5. The residential units to be constructed upon the property shall be for households with Area Median Income (AMI) of thirty percent (30%) or less. At no time will tenants occupying these housing units pay an amount for rent and utilities that exceeds thirty percent (30%) of their income; provided, however, if a tenant is not receiving a project-based Section 8 voucher, such tenant may be charged the applicable restricted rent for such unit at 30% AMI; and
6. Grantor agrees it will seek project-based vouchers from the Housing Authority of Thurston County to meet affordability requirements; and
7. Grantor shall select persons for residential placement upon the real property by use of Thurston County’s Coordinated Entry system to prioritize persons who are homeless or facing housing insecurity in Thurston County, Washington; and
8. Grantor shall provide for electrification of all new construction upon the Property, except where exemptions are necessary due to physical space limitations, availability of technology, or cost constraints as set forth in Section 2 of Olympia City Council Resolution No. M-2289.

It is the express intent of the Grantor and Grantee that the provisions of the Restrictive Covenants stated herein shall be deemed to run with the land in perpetuity unless otherwise stated, and shall pass to and be binding upon Grantor’s successors in title, including any subsequent purchaser, grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and any other person or entity having any right, title or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of any purchaser,

grantee, owner, assignee, trustee, trustor, or lessee of any portion of the real property and any other person or entity having any right, title or interest therein.

It is further agreed by Grantor and Grantee, that Grantee shall have the right to enforce the aforesaid Restrictive Covenants running with the land by either a request for equitable relief and specific performance or an action at law for damages, or by both such equitable relief and monetary damages, in the Superior Court of Thurston County for the State of Washington, as permitted by law. The prevailing party shall be entitled to recover its attorneys' fees and costs of litigation to enforce the covenants set forth herein.

GRANTOR: LOW INCOME HOUSING INSTITUTE (LIHI),
a Washington nonprofit corporation

Lynne Behar, Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that **Lynne Behar**, Chief Financial Officer of the Low Income Housing Institute (LIHI), a Washington nonprofit corporation, appeared before me, and that said person acknowledged that she signed this instrument, and on oath stated that she is authorized to execute this instrument, and acknowledged it as her free and voluntary act for the uses and purposes mentioned in the instrument.

Signature
Print Name _____
NOTARY PUBLIC in and for the State of _____
Residing at _____
My appointment expires: _____

GRANTEE : CITY OF OLYMPIA,
a Washington municipal corporation

Dated: _____

Mark Barber, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

On the ____ day of _____, 2023, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Steven J. Burney**, to me known to be the City Manager of the City of Olympia, a municipal corporation, who executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned and on oath states that he is authorized to execute the said instrument.

WITNESS my hand and official seal the day and year first above written.

Signature _____
 Print Name _____
 NOTARY PUBLIC in and for the State of _____

 Residing at _____
 My appointment expires: _____

EXHIBIT "F"

RESOLUTION NO. M-2289

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, TO RESPOND TO THE CLIMATE EMERGENCY, DECLARING THE INTENT OF THE CITY TO ELECTRIFY CITY-OWNED FACILITIES AND OLYMPIA'S BUILT ENVIRONMENT

WHEREAS, climate change is an existential crisis posing one of the most serious threats to the existence of humanity and all species on the planet; a threat that intersects and compounds all other crises facing humanity and our earth; and

WHEREAS, the 11th United Nations Intergovernmental Panel on Climate Change ("IPCC") report from October 2018 states that we must cut greenhouse gas emissions in half by 2030 to limit devastating global warming and avoid a climate catastrophe; and

WHEREAS, in 2018, the City of Olympia adopted Resolution No. M-1976 adopting common targets to reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030, and then 85 percent below 2015 levels by 2050. In 2019 these goals were placed in the Comprehensive Plan via amendment; and

WHEREAS, in 2019, in collaboration with Olympia High School students, Olympia approved a Resolution Expressing a Commitment to Protect the Youth of this Community from the Risks of Climate Destruction (M-2045), which among other things committed the City to achieve net zero emissions by 2040; and

WHEREAS, in February 2021, the City passed a Resolution Declaring a Climate Emergency (M-2194). A declaration that challenges our regional partners and community members to "to help further the Thurston County Climate Mitigation Plan through partnership with local jurisdictions and other entities" and to "adopt a lens of climate change and climate equity" in planning, zoning, permitting, budgeting, expenditures, ordinances, and all other city efforts, policies, and practices to further climate action efforts and our accepted regional climate mitigation plan; and

WHEREAS, in February 2021, the City accepted the Thurston Climate Mitigation Plan (TCMP), committing the City to working with Thurston County, the cities of Lacey and Tumwater and the Thurston Regional Planning Council to substantially reduce regional greenhouse gas emissions; and

WHEREAS, a Greenhouse Gas Inventory Report for Calendar Years 2015 – 2019 found that Thurston County greenhouse gas emissions have increased 15% since 2015, and the built environment was responsible for 63% of all emissions in 2019; and

WHEREAS, in Washington State, homes and buildings are the single fastest growing source of carbon pollution, up 50 percent since 1990, and now account for 27 percent of Washington's carbon emissions; and

WHEREAS, natural gas consumption represents the second largest source of greenhouse gas emissions from the built environment in Thurston County and the Thurston Climate Mitigation Plan identifies reducing natural gas use as a key strategy to achieve the most substantial reductions in local greenhouse gas emissions; and

WHEREAS, methane leaks during the production, processing, transmission, and distribution of natural gas can be substantial, releasing a potent greenhouse gas with 84 times the warming potential of carbon dioxide; and

WHEREAS, the United States and other leading economies recently agreed to the Global Methane Pledge to reduce Methane emissions 30 percent by 2030; and

WHEREAS, in 2019, Washington State passed the Clean Energy Transformation Act (CETA), which sets milestones for electric utilities to transition toward a 100% clean electricity. Under CETA, utilities must eliminate coal-fired electricity from their mix by 2025, become greenhouse-gas neutral by 2030 (using offsets, if necessary), and provide 100 percent renewable energy by 2045; and

WHEREAS, Olympia must take additional measures to decarbonize, transitioning from fossil fuel powered space-heating, water-heating, and cooking equipment to all-electric buildings powered by affordable, renewable electricity; and

WHEREAS, electrification will improve indoor air quality and overall health, by eliminating natural gas combustion inside homes that produces harmful indoor air pollution; and

WHEREAS, there are well-documented risks to respiratory health from gas stove pollution, and infants and children are particularly vulnerable to respiratory illnesses associated with gas stove pollution; and

WHEREAS, lower-income households are more likely to suffer from health impacts from outdoor and indoor air pollution, which are exacerbated when exposed to pollution from gas stoves; and

WHEREAS, electrification is widely recognized as a powerful strategy to address both climate change and poor air quality in the frontline communities most vulnerable to climate impacts; and

WHEREAS, every new building relying on fossil fuels for heating, cooling, and cooking will have a negative impact on the climate for decades to come and require additional investments to be retrofitted to electric systems as the climate emergency worsens; and

WHEREAS, in June of 2021, the Olympia City Council supported a referral to require the electrification of all new City-owned buildings and major renovations of existing City buildings; and

WHEREAS, in June of 2021, the Olympia City Council supported a referral directing staff to develop a scope, schedule, and budget to conduct a regional cost assessment of requiring non-fossil fuel sourced heating and power in new commercial and residential development in the City; and

WHEREAS, the City has the opportunity to lead by example to make decisive, transformative, and sustainable changes in its municipal energy consumption, and can significantly lower the City's greenhouse gas emissions and overall carbon impact; and

WHEREAS, citywide building electrification is necessary to achieve Olympia's greenhouse gas reduction targets, and such actions will also improve public health and increase the quality of life throughout the City;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF OLYMPIA, that the City of Olympia recognizes the global and local benefits of accelerating the transition to all-electric buildings throughout the City; and be it

FURTHER RESOLVED as follows:

Section 1. The City Manager is directed to electrify all newly constructed City-owned buildings and major renovations of existing City buildings, except where exemptions are necessary due to physical space limitations, availability of technology, or cost constraints. Additional upfront costs of five percent (5%) or less shall not be considered a cost constraint. Exemptions must be approved by the City Council and exempt buildings should be built in a manner to support the easy transition to electric systems at any time during the life of the building. This policy will become effective January 12, 2022.

Section 2. The City Manager is directed to require the electrification of all new projects and major renovations of existing buildings receiving City funding of \$50,000 or more, a donation of City property with an appraised value of \$50,000 or more, or a sale of City-owned property where the difference between the appraised value and sale price is \$50,000 or more, except where exemptions are necessary due to physical space limitations, availability of technology, or cost constraints. Council may consider the total cost of construction and operating costs in determining the issue of cost constraints. Exemptions must be approved by the City Council and exempt buildings should be built in a manner to support the easy transition to electric systems at any time during the life of the building. This policy will become effective following a work session to discuss citywide electrification on or before April 1, 2022.

Section 3. The City Manager is directed to inventory City-owned facilities that use fossil fuels and evaluate the feasibility of retrofitting existing buildings to become all-electric by 2030. The inventory and evaluation will make use of existing reports and data to prepare preliminary feasibility recommendations by January 1, 2024.

Section 4. The City of Olympia will encourage the Washington State Legislature and State Building Code Council, and other local entities, such as Thurston County, neighboring cities, school districts, and major institutions, to join in this step to address regional greenhouse emissions from our built environment, by adopting similar building electrification policies to invest in clean energy assets.

Section 5. The City Manager is directed to schedule a City Council work session no later than April 1, 2022, to discuss policy pathways and potential challenges to citywide electrification of all new buildings

PASSED BY THE OLYMPIA CITY COUNCIL this 18th day of January 2022.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

EXHIBIT “B”
SLFRF CONDITIONS

This agreement includes a transfer of American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) from Thurston County and City of Tumwater to the City of Olympia. In accordance with the US Department of the Treasury Final Rule, dated January 27, 2022, the City of Olympia (OLYMPIA) is designated as a subrecipient, and payments made by Thurston County (COUNTY) will be using SLFRF funds as subawards.

Federal Award Identification:

American Recovery Plan Act (ARPA) Coronavirus State and Local Fiscal Relief Fund (SLFRF),
Assistance Listing 21.027

Subrecipient: City of Olympia, Washington

Subrecipient Unique Entity Identifier: Olympia UEI # YGAHKBHB8B43

Federal Award Identification Number:

Federal Award Date: March 3, 2021

Subaward Period of Performance: December 15, 2021 - December 31, 2024

Subaward Budget Period: December 15, 2021 - December 31, 2024

Amount of SLFRF Obligated for development of the property: \$3,275,000

Total SLFRF Funds Obligated to this subrecipient as of February 15, 2021

Total Federal Funds Obligated to this subrecipient as of February 15, 2022: \$0

Federal Awarding Agency: U.S. Department of Treasury

Recipient (pass-thru entity): Thurston County, City of Tumwater

Recipient Awarding Official:

Robin Campbell, Interim County Manager

360-709-3063

campber@co.thurston.wa.us

Indirect Cost Rate:

No indirect costs will be charged for this project.

Subrecipient Requirements:

The project funded under this Agreement is the development of property to provide permanent supportive housing to homeless individuals as described in the Interlocal Agreement. This activity is eligible under the SLFRF Final Rule “Development, repair, and operation of affordable housing and services or programs to increase long-term housing security.”

This program includes a capital expenditure that exceeds \$1 million. An Interlocal Agreement Between the City of Olympia and Thurston County for Sharing Costs of Acquisition, Planning, Development, and Operations of Property Located on Franz Anderson Road, which was preceded by a Memorandum of Understanding (MOU) entered into between OLYMPIA and Thurston County on December 15, 2021, agreeing to jointly and equally share in the costs of purchase, development of the Franz Anderson property; jointly provide and coordinate funding support through the Regional Housing Council (RHC) for ongoing management of the facility

Interlocal Agreement/City of Olympia, City of Lacey, City of Tumwater, and Thurston County/Franz Anderson Road SE Property Permanent Supportive Housing

for three years, provided that funding support is provided by the RHC; and prepare all necessary agreements to achieve the goals of the MOU, preceded a Real Estate Purchase and Sale Agreement entered into between OLYMPIA and Kaufman Holdings, Inc., and Kaufman Real Estate, LLC, on December 15, 2021, in anticipation of the joint project showed significant steps toward obligating SLFRF funds have been taken prior to January 6, 2022. This precludes the need for written justification for a capital project under the SLFRF Final Rule.

This program is intended to benefit low income households, a group US Department of the Treasury presumes as disproportionately impacted by the pandemic. Improvements to a vacant property, including rehabilitation, maintenance, renovation, demolition or deconstruction, and cleanup and conversion to affordable housing is an allowable use of funds to respond to the disproportionate impact of the pandemic on low income households. In operating this site, the subrecipient must ensure users of this site meet the US Treasury definition of low income.

Each calendar quarter, OLYMPIA shall provide all required information to enable COUNTY to meet reporting requirements of the SLFRF as directed by US Department of the Treasury.

OLYMPIA is a local government municipality subject to the Federal Single Audit Act and audited regularly by the Washington State Auditor's Office. COUNTY shall conduct a risk assessment of OLYMPIA and shall each develop a Monitoring Plan based on the risk assessment determination. To the extent possible, Monitoring Plans should be consistent and developed in coordination with OLYMPIA.

By signing this agreement, OLYMPIA is confirming that they are not suspended, disbarred, or otherwise excluded from participation in federal assistance.

OLYMPIA shall maintain effective internal controls to provide reasonable assurance the federal award is managed in accordance with applicable rules and regulations. Federal funds shall not be used as cost sharing or to meet matching requirements of other federal awards.

In the event federal funds are used for purposes other than the purchase of the Franz Anderson property, OLYMPIA must comply with procurement rules of 2 CFR 200.317 - 327.

OLYMPIA shall submit to the COUNTY an annual report of the status of real property acquired using federal funds under this Agreement.

OLYMPIA must make available upon request of the COUNTY or an auditor all records, personnel, and financial statements as necessary to meet monitoring requirements.

OLYMPIA shall provide COUNTY an opportunity to review all contracts and sub-awards, prior to execution, for the purpose of ensuring SLFRF compliance and alignment with overall project goals.

Financial records, supporting documents and all other records relating to the Interlocal Agreement must be retained for five (5) years following the final disposition of the Franz Anderson property.

No expenditures of SLFRF costs shall be incurred after December 31, 2024, unless the cost is allowable under the terms of this agreement including any amendments signed by both parties, SLFRF funding is available, the award period in the agreement is extended, and an obligation is authorized by COUNTY.

At the end of the Interlocal Agreement, all reports required for close-out of the award will be provided by OLYMPIA no later than 90 days following the end date of performance. Costs paid with federal funds must be allowable and allocable in accordance with 2 CFR 200 Subpart E.

Cost Principles:

All SLFRF funds pooled as part of this agreement and must comply with 2 CFR 200, in its entirety, unless specifically exempted by the U.S. Department of Treasury.

This agreement is subject to termination in the event of non-compliance with the terms of this agreement. If the agreement is terminated, COUNTY will provide a written notice of the reason for the termination, the effective date of the termination and the portion to be terminated. Prior to termination, COUNTY and OLYMPIA will come to an agreement of any settlement due to OLYMPIA for services provided.

Additional regulations that apply to this award, without limitation, include:

- SLFRF Final Rule, 31 CFR Part 35, and SLFRF Frequently Asked Questions issued by the U.S. Department of Treasury are hereby incorporated by reference.
- Universal Identifier and System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.
- Reporting Subaward and Executive Compensation Information, 2 CFR Part 170, pursuant to which the award term set forth in Appendix A to 2 CFR Part 170 is hereby incorporated by reference.
- OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR. Part 180, subpart B) that the award is subject to 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19. 3 9. b. v. vi. vii. viii. ix. c. i. ii. iii. iv. v. 10. 11. 12. 13. 14. a. b. 15.
- Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.

- New Restrictions on Lobbying, 31 CFR Part 21. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC §§ 4601-4655) and implementing regulations.
- Hatch Act (5 USC §§ 1501 - 1508 and 7324 - 7328), which limits certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- Protections for Whistleblowers (41 USC §§ 4712).
- The subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- Any publications produced with funds from this award must display the following language: "This project is supported, in whole or in part, by federal award under assistance listing number 21.027 awarded to Thurston County by the US Department of the Treasury." Clean Air Act and the Federal Water Pollution Control Act – 2 C.F.R. Part 200, Appendix II (G); 42 U.S.C. §§ 7401-7671q.; 33 U.S.C. §§ 1251-1387.
- Federal Water Pollution Control Act.
- Conflict of Interest and Code of Conduct.
- Treasury labor standards described in the Final Rule on p. 56: project labor agreements, wages at or above prevailing rate, local hire provisions, etc.
- The Final Rule, p. 56, requirements of 2 C.F.R. 200 Appendix II to capital expenditure over \$100,000 with a contract involving employment of mechanics or laborers.
- Termination for Cause and for Convenience.
- Equal employment opportunity.
- Davis-Bacon Act.
- The Final Rule, p. 56, regarding compliance with Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations, 29 C.F.R. Part 5.

EXHIBIT "C"
PROPOSED DEVELOPMENT TIMELINE

Form 5: Project Schedule

Project Name: Franz Anderson PSH

Category	Tasks	Date Completed or Expected Complete	Notes / Status
Occupancy	Selection of service providers	3/15/2023	LIHI to provide case mgmt; behavioral health with SeaMar
Design/Permitting	Preliminary drawings completed	3/20/2023	
Financing	Application for funding (specify source):	3/27/2023	City of Olympia SOI
Financing	Award date for funding source (specify):	4/18/2023	
Site Control	Purchase and Sale Agreement / Option	6/7/2023	(e.g., Executed PSA/ Option)
Feasibility/Due Diligence	Phase I Environmental Assessment	8/3/2023	
Site Control	Closing	8/29/2023	(e.g., Must Close on December 31, 2008)
Financing	Capital Finance Closing	8/29/2023	
Feasibility/Due Diligence	Site survey	9/6/2023	(e.g., Completed on schedule)
Design/Permitting	Schematic Design Completed	9/15/2023	
Financing	Application for funding (specify source):	9/18/2023	State HTF
Financing	Application for funding (specify source):	11/6/2023	WSHFC 9% LIHTC
Financing	Award date for funding source (specify):	12/1/2023	
Financing	Award date for funding source (specify):	12/1/2023	
Design/Permitting	Design Development Completed	12/24/2023	
Financing	Lender selection	1/15/2024	
Financing	Investor Selected	1/15/2024	
Feasibility/Due Diligence	Neighborhood notification (if required)	2/16/2024	
Construction	Selection of general contractor	3/1/2024	we are currently using Walsh Co. for Pre-development
Design/Permitting	Zoning approval	3/8/2024	
Financing	Application for Service funding	4/15/2024	Thurston County Housing Authority
Design/Permitting	Building permit application submitted	4/18/2024	
Feasibility/Due Diligence	SEPA	6/1/2024	
Feasibility/Due Diligence	NEPA Clearance	6/1/2024	
Feasibility/Due Diligence	Choice Limiting Actions Clearance	6/1/2024	
Design/Permitting	Final Plans and Specs Completed	6/12/2024	
Financing	Appraisal	6/15/2024	To be done by equity investor
Financing	Funding for services awarded	6/15/2024	
Design/Permitting	Construction Documents Completed	6/26/2024	
Design/Permitting	Site plan approval	7/4/2024	
Design/Permitting	Submit Evergreen Project Plan	7/15/2024	
Financing	Award date for Service Funding/Commitment	8/1/2024	
Design/Permitting	Building permits issued	8/8/2024	
Financing	Financial underwriting	8/15/2024	
Construction	Begin Construction	9/2/2024	
Financing	Construction cost estimate	9/14/2024	
Occupancy	Projected First LIHTC Year start	1/1/2025	
Occupancy	100% lease-up	2/15/2025	
Occupancy	Qualified Occupancy	2/15/2025	
Occupancy	Service Funding Starts	10/1/2025	
Construction	Issued certificate of occupancy	11/2/2025	
Occupancy	Begin lease-up	11/3/2025	
Occupancy	Placed in service - 1st Building	11/3/2025	
Occupancy	Placed in service - Last Building	11/3/2025	
Feasibility/Due Diligence	Capital needs assessment	11/15/2025	
Occupancy	Evergreen Sustainable Development Standard Occupancy Manual Approval	12/15/2025	
Financing	Permanent Financing Conversion	4/1/2026	
Financing	Final Equity Pay-In (LIHTC projects)	4/1/2029	Capitalized reserves
Site Control	Maximum Extensions		(e.g., Must Waive Financing Contingency 6/30/08)
Feasibility/Due Diligence	Market study		n/a - 9% LIHTC Project
Feasibility/Due Diligence	Phase 2 Environmental Assessment		N/a
Feasibility/Due Diligence	Relocation of existing tenants		n/a
Relocation	Planning and budget		n/a

Relocation	Initiation of negotiations		n/a
Relocation	GIN's delivered to tenants		n/a
Relocation	Advisory services to tenants		n/a
Relocation	Notice of Eligibility to tenants		n/a
Relocation	Notice of Non-displacement to tenants		n/a
Relocation	90 day notice to tenants		n/a
Relocation	Tenant move out		n/a
Occupancy	Selection of management entity		n/a - LIHI to Self Manage



City of Lacey, Washington

Land Use & Environment Committee Minutes

Tuesday, November 28, 2023

10:30 AM

Council Chambers and Online

1. Call to Order

Councilmember Cox called the meeting to order at 10:30 a.m.

2. Roll Call

Council Present

Councilmember Carolyn Cox (Chair)

Councilmember Lenny Greenstein

Councilmember Robin Vazquez

Staff Present

Shannon Kelley-Fong, Assistant City Manager

Dave Schneider, City Attorney

Grant Beck, Planning and Development Services Manager

Ryan Andrews, Planning Manager

Hans Shepherd, Senior Planner

Elissa Fontaine, City Clerk

3. Approval of Agenda

Councilmember Greenstein moved to approve the agenda. Councilmember Vazquez seconded. Motion carried.

4. Agenda Items

A. **Amendments to LMC 14.34 Flood Hazard Prevention**

Grant Beck, Planning and Development Services Manager

Staff presented the proposed amendments to the LMC 14.34 regarding Flood Hazard Prevention. The Planning Commission was also briefed on the draft code updates and held a public hearing. The Planning Commission voted unanimously to recommend City Council adopt the amendments in order to ensure that Lacey residents with structures in the 100-year floodplain will be able to obtain and

maintain flood insurance through the National Flood Insurance Program. The draft updates to the Flood Hazard Prevention Code are scheduled for Council consideration on December 21, 2023.

B. Draft Neighborhood Commercial Amendments

Hans Shepherd, Senior Planner

Staff presented the existing Neighborhood Commercial District design standards and the types of building and district configurations these codes have accommodated in practice. The presentation highlighted compatible uses and design standards based on the community feedback, as well as potential uses based on example districts. Additional Planning Commission briefings, public events, and City Council review will take place before any potential actions are taken.

5. Adjourn

Councilmember Cox adjourned the meeting at 11:28 a.m.

