

**CITY COUNCIL**

ANDY RYDER

Mayor

MALCOLM MILLER

Deputy Mayor

LENNY GREENSTEIN

MICHAEL STEADMAN

CAROLYN COX

ED KUNKEL

ROBIN VAZQUEZ

**CITY MANAGER**

SCOTT SPENCE

**LACEY CITY COUNCIL AGENDA****DECEMBER 1, 2022****6:00 P.M.****REMOTE AND IN-PERSON ATTENDANCE**

The Lacey City Council meeting will be conducted both remote and in person.

The public may attend the meeting in person in the Council Chambers at Lacey City Hall, 420 College Street SE, Lacey, Washington, or you may view or listen to the meeting by using one of the following platforms:

[Live Meetings](#), [YouTube](#), [Facebook](#), Thurston Community Media, Channel 3 with your local cable provider, or Zoom [https://us02web.zoom.us/webinar/register/WN\\_AHE00b-rTMm1BP4TaHNB8w](https://us02web.zoom.us/webinar/register/WN_AHE00b-rTMm1BP4TaHNB8w)

The public may listen to the meeting via telephone by dialing toll-free: (888) 788-0099 or (877) 853-5247 - when prompted enter Webinar ID 856 3076 7850

**CALL TO ORDER:****1. PLEDGE OF ALLEGIANCE****2. APPROVAL OF AGENDA & CONSENT AGENDA ITEMS:**

A. [Council Worksession minutes of November 10, 2022](#)

B. [A motion to approve payment of claims, wages, and transfers for November 9, 2022, through November 18, 2022.](#)

*\*Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

**3. PUBLIC RECOGNITIONS AND PRESENTATIONS:**

A. Our Hero's Wear Dirt Award, Lacey Water Department Award (Ed Andrews, Water Maintenance Supervisor)

B. Fred U. Harris Lodge No. 70 Presentation (Melvin Butler and Lester Dickson, Members of the Fred U. Harris Lodge No. 70)

**4. PUBLIC COMMENT:****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.

By Zoom: Preregister using the following Zoom link no later than **4:00 p.m. on December 1, 2022:**

[https://us02web.zoom.us/webinar/register/WN\\_AHE00b-rTMm1BP4TaHNB8w](https://us02web.zoom.us/webinar/register/WN_AHE00b-rTMm1BP4TaHNB8w)

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](mailto:publiccomment@ci.lacey.wa.us). 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. The commenting period will close at **4:00 p.m. on December 1, 2022.**

**5. PUBLIC HEARING:**

**HOW TO TESTIFY AT THE PUBLIC HEARING**

**VERBAL TESTIMONY**

*Persons wishing to provide verbal testimony on the Final 2023 Budget Hearing in-person or by Zoom:  
In-Person: Use the sign-up sheet located in the Council Chambers.*

*By Zoom: Preregister using the following Zoom link no later than **4:00 p.m. on December 1, 2022**:*

*[https://us02web.zoom.us/webinar/register/WN\\_AHE00b-rTMm1BP4TaHNB8w](https://us02web.zoom.us/webinar/register/WN_AHE00b-rTMm1BP4TaHNB8w)*

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

**WRITTEN TESTIMONY**

*Persons wishing to provide written testimony may send their comments to [cityclerk@ci.lacey.wa.us](mailto:cityclerk@ci.lacey.wa.us) no later than **4:00 p.m. on December 1, 2022**.*

A. [Final 2023 Budget Hearing](#) (Troy Woo, Finance Director)

**6. PROCLAMATIONS:**

**7. REFERRAL FROM PLANNING COMMISSION:**

**8. REFERRAL FROM HEARINGS EXAMINER:**

**9. RESOLUTIONS:**

A. [Resolution No. 1123 – Social Security Coverage](#) (Troy Woo, Finance Director)

B. [Resolution No. 1124 – Vendor Roster](#) (Aubrey Collier, City Engineer)

**10. ORDINANCES:**

A. [Ordinance No. 1630 – LMC Revision Relating to Public Property Acquisition](#)– (Aubrey Collier, City Engineer)

**11. MAYOR'S REPORT:**

**12. CITY MANAGER'S REPORT:**

A. [Amendment to Professional Services Agreement - Design Services for New Police Facility](#) (Ashley Smith, Design & Construction Manager)

B. [Adopt 2023 Federal and State Legislative Priorities Agendas](#) (Shannon Kelley-Fong, Assistant City Manager)

C. [Memorandum of Understanding – Hotel Acquisition](#) (Rick Walk, Community & Economic Development Director)

**13. STANDING GENERAL COMMITTEES:**

A. [Finance & Economic Development](#) (10.25.2022)

B. [General Government & Public Safety](#) (10.25.2022)

C. [Transportation](#) (11.01.2022)

D. [Utilities](#) (11.01.2022)

**14. OTHER BUSINESS:**

**15. 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 (CDC)
  - 2. Lodging Tax Advisory Committee (LTAC)
  - 3. Thurston County Coalition Against Trafficking (TCCAT)
  - 4. Thurston Thrives
- C. Councilmember Carolyn Cox:
  - 1. Climate Action Steering Committee
  - 2. LOTT Clean Water Alliance
  - 3. Regional Housing Council
- D. Councilmember Lenny Greenstein:
  - 1. Emergency Medical Services (EMS)
  - 2. TCOMM911
- E. Councilmember Michael Steadman:
  - 1. Community Action Council
  - 2. Nisqually River Council
  - 3. Thurston County Law & Justice 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

**16. ADJOURN**

**MINUTES OF THE LACEY CITY COUNCIL WORKSESSION**

THURSDAY, NOVEMBER 10, 2022

6:00 P.M. – 8:39 P.M.

REMOTE AND IN-PERSON

To hear the full discussion of a specific topic, or the complete meeting, watch the recorded meeting available on YouTube –

<https://www.youtube.com/watch?v=68rWCJRu1U&list=PL0fqffnajtWBqkRa1WltEuNlBbJrDjeggp&index=1>

COUNCIL PRESENT: MAYOR RYDER (REMOTE), DEPUTY MAYOR MILLER, COUNCILMEMBERS COX (REMOTE), GREENSTEIN, KUNKEL, AND VAZQUEZ

COUNCIL EXCUSED: COUNCILMEMBER STEADMAN

STAFF PRESENT: S. SPENCE, S. KELLEY-FONG, R. WALK, A. SMITH, J. SWEDECKI, P. EDMONDS

ACTION: APPROVE WORKSESSION AGENDA

MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBER GREENSTEIN AND DEPUTY MAYOR MILLER

**NEW POLICE STATION 30% DESIGN AND BUDGET REVIEW**

PRESENTERS: ASHLEY SMITH, DESIGN & CONSTRUCTION MANAGER  
JOHN SWEDECKI, CAPITAL PROJECT ENGINEER  
BILL VALDEZ, PARTNER, KMB ARCHITECTS  
BRYAN BELEY, PROJECT MANAGER, KMB ARCHITECTS  
RUBEN NUÑEZ, CIVIC DESIGNER, KMB ARCHITECTS  
JACK JOHNSON, PROJECT DESIGNER, KMB ARCHITECTS

ACTION: INFORMATION ONLY

KMB Architects and City staff collectively reviewed the New Police Station Project and provided history, design updates, and budget review.

The existing police station facility include the following inadequacies:

- Officer / Staff Safety
- Undersized
- No Room for Growth
- Lack of Specialized Spaces
- Security and Privacy of Victims Not Ideal

- Lack of Space for Community Engagement
- Shared Site and Lack of Secure Parking
- Gender Inequity
- Building Not Compliant with ADA Accessibility

The current building was built in 1985, with a City population of 15,000 and the Police Department housing 23 commissioned officers and 6 civilian staff. Effective 2021, the City population grew to 54,850 and the Police Department grew to 63 commissioned officers and 17 civilian staff.

The presentation included detailed review of the project, including proposed site plan, tree studies, parking, site elements, site design, proposed floorplans, concept visualizations, cost estimate breakdowns, and project schedules.

Review of the budget included the following highlights:

- Completion of pre-design ended January 2021, with approximate construction budget of \$29 million.
- Since the pre-design was completed, there has been an escalation and supply chain issue; magnified within the state of Washington.
- Completion of the 30% Design Cost Estimate ended October 2022, with approximate construction budget of \$38 million.
- Remaining total project cost \$49 – 52 million.
- Project anticipated at approximately 20 months to complete.
- Anticipated construction start date of Q1 of 2024.
- Further delay of construction may increase total project costs.
- Land acquisition is not included in the soft costs.

An amendment will be brought to a future Council meeting to extend the contract to the end of 2022. Staff will also present another cost estimation, around 60% Design Completion, to Council in May 2023.

### **2023 FEDERAL LEGISLATIVE UPDATE & AGENDA**

PRESENTERS: SHANNON KELLEY-FONG, ASSISTANT CITY MANAGER  
 JOEL RUBIN, CONTRACT LOBBYIST, CFM ADVOCATES  
 DAVID HODGES, CONTRACT LOBBYIST, CFM ADVOCATES

ACTION: INFORMATION ONLY

Shannon Kelley-Fong, Assistant City Manager, and Joel Rubin and David Hodges with CFM Advocates, presented on the Federal Legislative Agenda for 2023.

### 2021 Success

- Veterans Hub
- MakerSpace Equipment
- American Rescue Plan
- Bipartisan Infrastructure Law

### 2022 Success

- MakerSpace Expansion
- Safe Streets for All Planning Grant

### Draft 2023 Federal Agenda:

- College Street Corridor Safety Improvement Project (request \$18M)
- Emergency Operations Center Project (request \$1M)
- Septic-to-Sewer Conversion Program (request \$1M)
- FUTURE: Lacey Museum and Cultural Center in Depot District
- FUTURE: Early Child and Youth Learning Center

### Policy Items:

- I-5 Corridor
- Support for Puget Sound SOS Act
- Support Build America, Buy America
- Support National Housing and Homeless Strategy
- Support Defense Community Infrastructure Program
- Support for Community Programs (e.g., CDBG and COPS)

A review of the Inflation Reduction Act was presented with the following highlights:

### Grants

- Climate pollution = reduction grant program \$5B
- Neighborhood access and equity grant program \$1.9B
- Clean heavy-duty vehicle grant program \$1B
- Environmental justice block grant \$3B
- Building energy code adoption and implementation \$1.5B

### Tax Credits, Rebates and Other Provisions:

- Commercial Clean Vehicle Tax Credit
- Alternative Fuel Vehicle Refueling Property Tax Credit
- High-Efficiency Electric Home Rebate Program
- Low Carbon Transportation Materials
- Greenhouse Gas Reduction Fund

## **2023 STATE LEGISLATIVE UPDATE & AGENDA**

PRESENTERS: SHANNON KELLEY-FONG, ASSISTANT CITY MANAGER  
BRIAN ENSLOW, CONTRACT LOBBYIST, ARBUTUS CONSULTING

ACTION: INFORMATION ONLY

Shannon Kelley-Fong, Assistant City Manager, and Brian Enslow, with Arbutus Consulting, presented updates on the 2023 State Legislative Agenda and noted the following significant policy emphasis expectations:

### **Housing Affordability and Supply**

- Zoning/Preemption
- Additional REET Authority
- Condo Reform

### **Climate**

- Continued emphasis on electrification of fleets including medium and heavy duty, bans on two-stroke engines, etc.

### **Public Safety**

- Pursuits
- Blake Legislation
- Increase in crime rate

The 2023 Draft Legislative Agenda included:

- Accessibility Improvements at Greg Cuoio Park:
  - o City requests \$500,000 to help fund the ADA path and inclusive playground at the new Greg Cuoio Park. Development is underway and scheduled to open to the public in 2024.
- Emergency Operations Center:
  - o City requests \$500,000 to develop EOC to better serve the community.
- Oppose Commercial Airport Siting:
  - o Oppose airport expansion considerations in Thurston County. An airport in Thurston county would endanger environmentally sensitive areas.
- Long-term Funding to Support Rights of Way Initiative Housing Acquisitions:
  - o The City requests the State consider sustainable operating funding sources for the continued success of Rights of Way funded initiatives and other similar projects across the state.

- Continue Focus on the I-5 Corridor between Mounts Road and Tumwater
  - o 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.
- Address Law Enforcement Vehicle Pursuits
  - o The City requests the State Legislature clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable-suspicion standard in specific situations.

The purpose of the discussion is to establish an agreed-upon set of broad policies allowing representatives to respond efficiently in order to be more influential in a diverse and fast-paced legislative session.

Upcoming Dates:

- December 1 and 2: House and Senate Committee Assembly Days
- TBD: Lacey Legislative Delegation Meeting
- January 19, 2023: First Day of Session
- February 15 and 16: AWC City Action Days
- April 24, 2023: Last Day of Session

**RIGHT-OF-WAY INITIATIVE AND HOTEL ACQUISITION UPDATE**

STAFF: RICK WALK, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR  
 ACTION: INFORMATION ONLY

Rick Walk, Community & Economic Development Director, provided a briefing on the Right-of-Way (ROW) Initiative and Hotel Acquisition.

The project first began with a Memorandum of Understanding (MOU) with the State to try and create resources for individuals within I-5 ROWs. The MOU also committed the State for resources and required additional MOUs would be needed for project specific actions.

The State, Thurston County, and the City of Lacey have identified the acquisition and conversion of a hotel into an enhanced shelter and eventually permanent supportive housing to address homelessness within the Interstate 5 rights-of-way in Thurston County. An additional MOU will be brought to Council for review and action at the December 1, 2022, Council meeting.

The MOU is related to acquisition of an identified hotel, located at 8200 Quinault Drive NE. The hotel currently hosts 124-rooms on 2.2 acres. Staff advised the conversion of the hotel would create approximately 100 beds that would significantly add to the Thurston Region bed capacity and services to address homelessness in the County. Per the existing State of Washington Rights-of-Way Initiative MOU, the hotel acquisition requires an MOU between the State, Thurston County, and the City of Lacey to outline the commitments and expectations between the three partners.

The MOU builds on the previously approved State Right-of-Way Initiative MOU by specifying goals, objectives, commitments and expectations for the acquisition, remodel, operation of an enhance shelter, and ultimate conversion into permanent supportive housing.

The MOU also specifies that the partners will work in a collaborative fashion to achieve the short-term goal of entering into a contract between Department of Commerce and the Low-Income Housing Institute (LIHI) to acquire the property for use as emergency enhanced shelter, standing up operations in an expedited time frame, and transition the property to permanent supportive housing.

Once executed, the MOU will initiate the contract between the Department of Commerce and LIHI to transfer funds to acquire the property and begin renovation. At this time, the closing for acquisition is planned to occur in January of 2023. Thurston County and the City of Lacey will coordinate the two-year operations contract between Thurston County and LIHI to specify the terms for operations and management using \$2 million in pass-through funds provided by Department of Commerce.

The four partners will form the Operations Council consisting of staff representation from the City of Lacey, Thurston County, Department of Commerce and LIHI to track progress, monitor the facility, address any issues and take any necessary corrective actions.

Regarding the plans for acquisition, the City of Lacey and Thurston County have been coordinating press releases, informational flyers and have scheduled a public forum on November 16, 2022, to answer questions from the community.

As part of the operations contract, LIHI will form a "Community Advisory Group." The Community Advisory Group will consist of adjacent property and business owners, community members, service providers who are willing to participate along with staff from LIHI, the City of Lacey and Thurston County. The purpose of the community advisory group is to meet regularly to provide information on operations,

address off-site issues resulting from the facility, and create an on-going good neighbor relationship.

Staff will formally present the MOU relating to acquisition, rehabilitation, and operation of the identified hotel to Council at the December 1, 2022, Council meeting.



## LACEY CITY COUNCIL MEETING December 1, 2022

**SUBJECT:** Disbursement Approval

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

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**STAFF CONTACT:** Troy Woo, Finance Director

**ORIGINATED BY:** Troy Woo, Finance Director *TW*  
Chelsea Yarwood, Accounting Manager *MY*

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### BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 11/9/2022 through 11/18/2022. The disbursements consist of the following:

| Checks: | <u>Week of</u> | <u>Req. Check No.</u> | <u>End. Check No.</u> | <u>Amount</u> |
|---------|----------------|-----------------------|-----------------------|---------------|
|         | 11/11/2022     | 267472                | 267583                | 383,333.09    |
|         | 11/18/2022     | 267584                | 267665                | 236,495.91    |

| Electronic Transfers: | <u>Week of</u> | <u>Amount</u> |
|-----------------------|----------------|---------------|
|                       | 10/28/2022     | 8,714.70      |
|                       | 11/2/2022      | 44,071.34     |
|                       | 11/2/2022      | 160,072.23    |
|                       | 11/7/2022      | 219.00        |
|                       | 11/8/2022      | 62.15         |
|                       | 11/9/2022      | 122,138.04    |
|                       | 11/10/2022     | 110.60        |
|                       | 11/10/2022     | 27,155.11     |
|                       | 11/11/2022     | 512,117.06    |
|                       | 11/16/2022     | 144.00        |
|                       | 11/18/2022     | 502,146.67    |

Significant Disbursements:

| <u>Vendor</u>            | <u>Amount</u> | <u>Description</u>       |
|--------------------------|---------------|--------------------------|
| Conсор North America Inc | \$ 65,423.29  | Wells PH Treatment       |
| Lakeside Industries      | \$ 190,024.34 | 2022 Overlay             |
| Pease & Sons Inc         | \$ 96,787.64  | LS 49 Cross Conn Control |
| Simmons & Sons Contract  | \$ 60,602.49  | 2022 Sidewalk Repair     |
| Sunset Air Inc           | \$ 87,326.36  | SPSCC Retainage Release  |
| KMB Architects           | \$ 148,477.22 | Police Dept Facility     |
| Miles Resources LLC      | \$ 268,008.57 | Rainier Rd Pvmnt Repair  |
| Puget Sound Energy Inc   | \$ 114,205.52 | Utility Bill             |



## LACEY CITY COUNCIL MEETING December 1, 2022

**SUBJECT:** Final 2023 Budget Hearing

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

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Troy Woo, Finance Director *TW*

**ORIGINATED BY:** Troy Woo, Finance Department

**ATTACHMENTS:**

**FISCAL NOTE:** Total Proposed 2023 Budget - \$178,569,133  
Total Proposed 2023 General Fund Budget - \$60,659,814

**PRIOR REVIEW:**

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### BACKGROUND:

The 2023 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 budget proposals. On September 27, 2022, a budget update was presented to the Finance and Economic Development Committee. The full Council discussed and provided guidance on key 2023 Budget issues at the annual budget workshop on October 6, 2022. City Manager Spence presented a balanced 2023 Budget to the City Council on October 20, 2022. The City Council conducted the 2023 revenue public hearing on November 3, 2022 and the first budget hearing on November 17, 2022. The 2023 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 November 17, 2022.

The total Proposed 2023 Budget is \$178,569,133. This is a decrease of \$16,865,451 compared to the amended 2022 Budget. The primary reasons for the decrease are lower one-time capital projects and fewer interfund transfers for proposed 2023 capital projects and

purchases. The capital project reductions are partially offset by increasing labor costs and workforce considerations.

The total proposed General Fund Budget is \$60,659,814. This is a decrease of \$6,416,097 or 9.6 percent compared to the amended 2022 General Fund Budget. The primary reasons for the General Fund change are lower capital purchases and reserve transfers for significant projects including: Police Station property acquisition and design, Greg Cuoio Phase 1A design, park property acquisition, Regional Athletic Complex parking lot, and fewer one-time transfers out to other funds for one-time capital purchases and projects. Offsetting the decreases are the aforementioned increases to the workforce and inflationary impacts.

The current proposed budget contains the following changes, which were discussed at the November 17 public hearing.

- Property tax adjustments for the 2022 refund levy and slight decreases due to adjustments to new construction and annexation. These adjustments decreased the property tax projection and total budget by \$345.
- The Parks Comprehensive Planner/Coordinator position was a late addition to the proposed 2023 Budget. Reductions to other budget line items within the Parks, Culture, and Recreation will offset the salaries and benefits for the proposed position. No net change will be made to the department's proposed 2023 budget.
- A new 2022 employee enhancement and investment program, Tuition Reimbursement, was inadvertently left out of the Proposed 2023 Budget. This \$10,000 program has been added to the 2023 Budget.
- An error was made when adjusting the 2023 Legal Services Budget. An additional \$33,529 is requested within the Proposed 2023 Budget.

The purpose of the Final 2023 Budget Hearing is to accept public testimony and for City staff to receive final direction for any budget changes. The 2023 Budget is scheduled for adoption on Thursday, December 15, 2022.



## LACEY CITY COUNCIL MEETING December 1, 2022

**SUBJECT:** Social Security Coverage Resolution

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**RECOMMENDATION:** Motion to adopt resolution authorizing an agreement with the State of Washington relating to Social Security coverage for eligible employees.

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**STAFF CONTACT:** Scott Spence, City Manager   
Troy Woo, Finance Director 

**ORIGINATED BY:** Troy Woo, Finance Department

**ATTACHMENTS:** 1. [Resolution No. 1123](#)  
2. [Ordinance No. 15](#)

**FISCAL NOTE:**

**PRIOR REVIEW:**

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### BACKGROUND:

In late October, the Washington State Social Security Coordinator notified the City of Lacey there was an administrative error relating to the City's absolute coverage under Section 218 of the Social Security Act, which was thought to be effective on March 1, 1967. The corrective action amounts to a housekeeping change, but will require a number of steps and will have a long timeline. *During this correction period, there will not be any impacts to any employees' (current or past) social security coverage or benefits.*

At the center of the error is the effective dates of the City's execution of its agreement with the State of Washington to secure Social Security coverage and the date the City joined the Washington State Department of Retirement Systems Public Employees' Retirement System (PERS). Currently, both of the effective dates are March 1, 1967. To qualify as an absolute coverage group under Section 218 of the Social Security Act, all positions cannot be covered by a retirement system on either:

1. September 1, 1954
2. Applicable date of the State's Agreement
3. Modification to the State's Agreement of the Social Security Act

In short, the City obtained absolute Section 218 coverage on March 1, 1967, which is not prior to the effective date of joining PERS. Currently, the determination is the City's positions were covered by a retirement system on the applicable date of the City and State's Social Security agreement.

The administrative correction is fairly simple. It will require the passage of the attached resolution, which is very similar to Ordinance No. 15 passed on February 16, 1967. The critical distinction is within proposed resolution section 3, which sets the effective date of Social Security coverage as February 28, 1967 rather than March 1, 1967.

Once the resolution is passed by the City Council, the City Manager will execute a new agreement with the State of Washington, and the administrative process will be initiated to correct the error. This entire process should be completed in 2023.

It should be noted once the State of Washington and the Social Security Administration accepts the date change, the City Council will need to adopt an ordinance, which will change the effective date of Social Security coverage within Lacey Municipal Code (LMC) Chapter 2.60.050. Currently, LMC 2.60.050 reflects the incorrect March 1, 1967 effective date.

It is requested that the City Council review and adopt the resolution authorizing an agreement with the State of Washington relating to Social Security coverage for eligible employees.

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#### **ADVANTAGES:**

1. Correct administrative error that occurred in 1967, which will allow the City of Lacey to continue to extend Federal Social Security Act benefits to eligible employees.
2. Adoption of the proposed resolution will allow the future amendment of Lacey Municipal Code to be consistent with new agreement with the State of Washington.

#### **DISADVANTAGES:**

1. None identified.

## **RESOLUTION NO. 1123**

### **CITY OF LACEY**

**A RESOLUTION OF THE CITY OF LACEY, WASHINGTON, AUTHORIZING AN AGREEMENT WITH THE STATE OF WASHINGTON TO SECURE SOCIAL SECURITY COVERAGE FOR ELIGIBLE EMPLOYEES.**

WHEREAS, the City of Lacey desires to offer Social Security coverage to its employees, and

WHEREAS, as evidenced by the passage of Lacey Ordinance No. 15 (1967), the City of Lacey intended to extend the benefits of the Federal Social Security Act to employees of the City of Lacey, and

WHEREAS, an administrative error relating to the effective date of the City of Lacey's Section 218(e)(1) 1967 agreement requires correction, and

WHEREAS, the City of Lacey desires to continue to extend Federal Social Security Act benefits to eligible employees of the City of Lacey as originally intended.

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

Section 1. It is hereby declared to be the policy and purpose of the City of Lacey to extend the provisions of RCW 41.48.030, providing Social Security coverage to eligible employees of the City of Lacey.

Section 2. The City Manager is authorized and directed to execute an agreement with the State of Washington to secure Social Security coverage of eligible employees as provided in Section 1.

Section 3. The coverage of eligible employees shall be effective as of February 28, 1967.

Section 4. Withholdings from salaries and wages of employees for the purposes provided in Section 1 of this resolution are hereby authorized to be made in the amounts and at such times as may be required by applicable State and Federal laws and regulations, and shall be paid to the Internal Revenue Service, in such amounts and at such times as designated in the IRS Code 3121(b)(7)(E) and 3126.

Section 5. Employer contributions shall be paid from amounts appropriated for such purposes to the Internal Revenue Service in accordance with applicable Federal laws.

Section 6. The City of Lacey shall maintain such records and submit such reports as may be required by applicable State and Federal laws or regulations.

Section 7. This resolution shall take effect and be in full force from and after its passage.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,  
this 1st day of December, 2022.

CITY COUNCIL

\_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

AN ORDINANCE relating to pensions and retirement for employees of the City of Lacey, for extending the benefits of Title II of the Federal Social Security Act to the employees of the City of Lacey, authorizing a contract with the Washington State Department of Employment Security, and providing funds for such coverage.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LACEY:

Section 1. The Social Security Act has been so amended by the Congress of the United States as to permit political subdivisions of the several states to extend to their employees and officers the benefits of old age and survivors' insurance, and

The Legislature of the State of Washington has enacted a statute known as Chapter 184, Laws of 1951 and amendments thereto which enables the political subdivisions of the State of Washington to take all action necessary to effectuate the coverage of their employees and officers under said old age and survivors' insurance system, and

Section 2. The City Council finds that the extension of this Social Security System will be of great benefit not only to the employees of the municipality but to the municipality by attracting to it and enabling it to retain the best of personnel and thus increase the efficiency of its government; and it is deemed that the payment by the municipality of its portion of the cost of said system is a payment for a municipal purpose, and

Section 3. This municipality shall become a participant in the Social Security System so that the benefits of old age and survivors' insurance may be extended to its employees and officers.

Section 4. The Mayor and the City Clerk are authorized to execute and deliver to the Washington Department of Employment Security for its approval the plan or plans required under the provisions of Section 5 of said enabling act and of the Social Security Act to extend coverage to the employees and officers of this municipality and to do all other things necessary to that end.

Section 5. The proper officials may be and they are hereby authorized to make all required payments into the Contribution Fund established by the said enabling act and to establish such system of payroll deductions from the salaries of employees and officers as may be necessary to their coverage under said old age and survivors' insurance system.

Section 6. The proper officials of the municipality do all things necessary to the continued implementation of said System.

Section 7. This municipality shall become a participant in the Social Security System effective as of March 1st, 1967.

Section 8. Such sums as are necessary to pay the City's contribution to the Social Security System shall be appropriated from such of the funds of the City as the employee covered derives as his salary, or in the event the salary is paid from two or more funds, then the same proportions shall prevail as govern the salary payments.

Section 9. This Act is necessary for the immediate preservation of the health, welfare and safety of the City of Lacey and its existing institutions and shall take effect immediately upon passage, approval and publication.

PASSED THIS 16<sup>th</sup> day of February, 1967.

E. B. Hamman  
MAYOR

APPROVED AS TO FORM:

Samuel B. K. K. K.  
CITY ATTORNEY

ATTEST:

Charles E. Elder  
CITY CLERK

PASSED: February 16, 1967

POSTED: February 27, 1967

PUBLISHED: February 23, 1967

Ord. #15



## LACEY CITY COUNCIL MEETING

December 1, 2022

**SUBJECT:** Public Property Acquisition and establishment of Vendor Roster

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**RECOMMENDATION:**

1. Adopt Resolution No. 1124 allowing use of the Vendor Roster process.
2. Adopt Ordinance No. 1630 amending LMC 2.72 related to public property acquisition.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Troy Woo, Finance Director *TW*  
Scott Egger, Public Works Director *SE*  
Aubrey Collier, City Engineer *AC*

**ORIGINATED BY:** Public Works

**ATTACHMENTS:**

1. [Draft Vendor Roster Resolution 1124](#)
2. [Resolution 624](#)
3. [Draft Ordinance 1630](#)

**FISCAL NOTE:** N/A

**PRIOR REVIEW:** The new ordinance and resolution were both reviewed at the October Finance and Economic Development Committee meeting.

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### BACKGROUND:

Staff reviewed Lacey Municipal Code (LMC) Chapter 2.72 Public Property Acquisition and Disposal to determine if the bid limit levels and other language were still appropriate since last updated in 1988. In addition to finding incorrect references and outdated bid limits, it was determined that the LMC was not the appropriate place to provide these references and bid limits. It is timely and appropriate to review and update LMC 2.72 and the City Purchasing Policy to promote efficient use of staff time.

Brief summaries of the proposed changes are described below.

Section 2.72.040 – 2.72.060: The dollar thresholds that determine the procedures for purchase of supplies, material, equipment and services will now be determined by the City Manager pursuant to policy, state law and within the limits of the council adopted budget.

Currently, for purchase of supplies, material, equipment or services over \$15,000 the LMC requires staff to use a formal competitive process that includes advertisement in the newspaper for 13 days and opening of sealed bids. The LMC and Resolution 624 allows telephone or written quotes for amounts between \$7,500 to \$15,000, and allows the City Manager to set policies for amounts less than \$7,500.

The City Manager, with assistance from the Finance Director, will determine procedures for procurements to ensure that the City is meeting all federal, state and legal requirements and also to ensure good stewardship of public funds. Currently the Policy Manual thresholds that determine processes match the LMC. However, it would be the intention to review and update the procedures, best practices and thresholds in this policy as needed to ensure that staff are able to meet the procurement needs of the City while also striving to meet City Council priorities and promoting fair vendor competition to ensure the most economical procurement. Before the updated procurement policy is finalized and implemented, it will be reviewed by the Finance Committee at a future meeting.

A vendor roster is a directory of vendors that is used for procurement of goods, supplies, material, equipment, and purchased services (not professional engineer/architect services). MRSC provides a roster service for local governments across Washington, connecting hundreds of local governments to thousands of vendors for purchases, as well as public works and consulting services. The City already has a contract with MRSC to participate in both the consultant and small works public works rosters as approved in Resolution 949. The attached resolution would authorize City staff to enter into an agreement with MRSC to participate in the MRSC vendor roster as well.

The Vendor Roster Resolution also repeals Resolution 624. This resolution was passed by Council in 1988 and sets procedures for acquisition of goods and services between \$7,500 and \$15,000 in value which procedures are outdated.

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## **ADVANTAGES:**

1. The proposed changes will allow the City Manager to implement a procurement policy that ensures good stewardship of public funds, promotes efficient use of staff time, and allows easier updates to ensure that the City stays in compliance with all federal, state and legal requirements.
2. Outdated and redundant information removed by the proposed amendments to LMC 2.72 will improve the overall efficiency of City procurement.
3. Allowing use of the vendor roster will provide staff with resources to make it easier to find vendors and to get competitive quotes for acquisition of goods and services.

**DISADVANTAGES:**

1. No significant disadvantages have been identified.

## RESOLUTION 1124

### CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, ON THE SUBJECT OF VENDOR ROSTERS FOR PROCUREMENT OF GOODS AND SERVICES.

WHEREAS, RCW 39.04.190 and other laws regarding contracting for procurement of materials, equipment, supplies and services by municipalities, allow contracts to be awarded by a vendor roster process; and

WHEREAS, in order to utilize the vendor roster processes, the City of Lacey is required by law to adopt a resolution implementing the provisions of RCW 39.04.190; and

WHEREAS, RCW 39.04.190 requires that an agency publish at least twice per year a notice of the existence of vendor lists and solicit the names of vendors for the lists and that one of the ways to accomplish that notification is to announce generally to the public its projected requirements for any category and request vendor materials, equipment, supplies and services lists to be kept on file with the agency; and

WHEREAS, Resolution 624, passed by the City Council in 1988, set certain procedures for the acquisition of goods and services between \$7,500 and \$15,000 in value which procedures are rendered outdated with the passage of Ordinance \*\*\*\*\* and this Resolution.

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

#### Section 1.      **MRSC Rosters**

The City of Lacey wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for the City's use those statewide electronic databases for the vendor rosters developed and maintained by MRSC and authorizes the City of Lacey staff to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate city departments.

#### Section 2.      **Vendor Roster**

The City of Lacey hereby establishes a vendor roster process as set forth in RCW 39.04.190. The City Manager or designee shall secure telephone or written quotations from at least three different vendors whenever possible to assure that a competitive price is established and for awarding contracts for the purchase of any materials, equipment, supplies, or services to the lowest responsible bidder. The City Manager or designee shall have authority to approve all budgeted procurements under this section.

Section 3. Resolution 624 is hereby repealed.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON,

this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY COUNCIL

By \_\_\_\_\_  
Mayor

Attest:

Approved as to form:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney

RESOLUTION 624

CITY OF LACEY

A RESOLUTION AUTHORIZING THE PROCEDURE FOR SECURING TELEPHONE AND/OR WRITTEN QUOTATIONS FROM VENDORS FOR PURCHASES OF SUPPLIES, MATERIALS, EQUIPMENT OR SERVICES WHERE THE AMOUNT IS BETWEEN \$7,500.00 AND \$15,000.00 IN VALUE

WHEREAS, RCW 35.23.352 provides that advertisement and competitive bidding may be dispensed with as to purchases of supplies, materials or equipment between \$7,500.00 and \$15,000.00 if a procedure is established for securing telephone and/or written quotations from enough vendors to assure establishment of a competitive price and for awarding such contracts for purchase of supplies, materials or equipment to the lowest responsible bidder; and

WHEREAS, it is in the interest of the City of Lacey to establish such a procedure; now, therefore

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

The City Manager, or his designee, may solicit telephone and/or written quotations in lieu of advertisement and competitive bidding for purchases of supplies, materials, equipment or services other than professional services where the cost thereof is between \$7,500.00 and \$15,000.00, provided that the procedures set forth in this resolution are followed. This authority shall be in addition to the authority granted by RCW 35.23.352 for purchases of a value of less than \$7,500.00, which purchases shall be made in accordance with administrative regulations adopted by the city manager.

A. Whenever possible, not less than three prospective vendors shall be contacted by telephone or by letter and advised as to the specifications for the item or items for which quotations are being sought. The number of vendors contacted may be reduced if the item or items being sought are only available from a smaller number of vendors. An explanation shall be placed in the procurement file when fewer than three bids are requested, or if there are fewer than three replies. Bid specifications should, whenever possible, be drafted to permit at least three vendors to qualify as prospective bidders.

B. Whenever possible, bids will be solicited on a lump-sum or fixed unit price basis.

C. Telephone or written requests for quotations shall specify at a minimum for the following:

1. Item(s) to be purchased
2. Number of units
3. Tax
4. Delivery time requirements
5. Freight posts
6. Point of delivery
7. Terms of payment

D. Tabulation of telephone or written quotations shall be on forms provided by the Finance Department and shall include at a minimum the information described in Paragraph C.

E. Upon written authorization of the city manager or his designee, the supplies, materials or equipment will be ordered from

the lowest responsible bidder, whose quotation meets all specifications established for the item or items being purchased.

F. Written confirmation of telephone quotations from responsible vendors is not required, but may be requested when warranted.

G. Immediately after the award is made, the bid quotations are to be recorded and open to public inspection and are available by telephone inquiry.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY,  
WASHINGTON, this 25<sup>th</sup> day of February, 1988.  
CITY COUNCIL

By Kay M. Boyd  
Mayor

Attest:

Timothy McGuire  
City Clerk

Approved as to form:

[Signature]  
City Attorney

ORDINANCE NO. 1630

CITY OF LACEY

AN ORDINANCE RELATED TO PUBLIC PROPERTY ACQUISITION, AMENDING SECTION 2.72.050, REPEALING SECTIONS 2.72.030. 2.72.040, 2.72.060 AND 2.72.070, ALL OF THE LACEY MUNICIPAL CODE, AND APPROVING A SUMMARY FOR PUBLICATION.

WHEREAS, Chapter 2.72 of the Lacey Municipal Code related to the acquisition of public property has not been amended since 1988, and

WHEREAS, Chapter 2.72 contains procedural processes and purchasing limits that are significantly outdated, and

WHEREAS, state law allows for acquisition policies that would promote more efficient use of staff time; and

WHEREAS, The City Manager is best positioned to determine the city's acquisition policy according to state law and within the confines of the council's adopted budget; and

WHEREAS, the proposed amendments will promote efficient use of staff time and improve the overall efficiency of city procurement; and

WHEREAS, the City Council finds that the proposed amendments will ensure good stewardship of public funds and be in the public interest.

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

Section 1.      Section 2.72.030 of the Lacey Municipal Code is hereby repealed.

Section 2.      Section 2.72.040 of the Lacey Municipal Code is hereby repealed.

Section 3. Section 2.72.050 of the Lacey Municipal Code is hereby amended as follows:

**2.72.050 Supplies, material, ~~or~~ equipment and services ~~over seven thousand five hundred and under \$15,000.00.~~**

All supplies, material, equipment, and ~~or~~ services ~~other than professional services of a purchase price of more than \$7,500.00 and less than \$15,000.00 (excluding state and local taxes)~~ shall be acquired in the manner prescribed by the policy set by the city manager in accordance with state law and within the limits of the council adopted budget resolution of the city council relating to the securing of telephone and/or written quotations from vendors.

Section 4. Section 2.72.060 of the Lacey Municipal Code is hereby repealed.

Section 5. Section 2.72.070 of the Lacey Municipal Code is hereby repealed.

Section 6. 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 7. 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 8. 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

December, 2022.

CITY COUNCIL

By: \_\_\_\_\_  
Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

\_\_\_\_\_  
City Clerk

SUMMARY FOR PUBLICATION

ORDINANCE NO 1630

CITY OF LACEY

The City Council of the City of Lacey, Washington, passed on \_\_\_\_\_, Ordinance No. 1630, entitled “AN ORDINANCE RELATED TO PUBLIC PROPERTY ACQUISITION, AMENDING SECTION 2.72.050, REPEALING SECTIONS 2.72.030. 2.72.040, 2.72.060 AND 2.72.070, ALL 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 Chapter 2.72 of the Lacey Municipal Code related to the process for acquiring supplies, material, equipment and services.
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: \_\_\_\_\_, 2022.



## LACEY CITY COUNCIL MEETING December 1st, 2022

**SUBJECT:** Amendment to Professional Services Agreement PW 2022-13  
with KMB Architects to provide design services for the New  
Police Facility in Lacey, WA.

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**RECOMMENDATION:** Approve an amendment to the Professional Services Agreement  
with KMB Architects.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Scott Egger, P.E., Public Works Director *SE*  
Robert Almada, Chief of Police *RA*  
Robert Hollis, Deputy Chief of Police  
Ashley Smith, P.E., Design & Construction Manager *AS*  
John Swidecki, P.E., Capital Projects Engineer *JS*

**ORIGINATED BY:** Public Works Department

**ATTACHMENTS:** 1. [Amendment No.1 to Professional Services Agreement  
PW 2022-13](#)

**FISCAL NOTE:** This project was anticipated and included in the 2022 approved  
budget and 2023 proposed budget. Funding is provided through  
source fund 301-0101-514.60-04, LPDNPF. The contract amount  
will be increased by \$2,446,421.00.

**WORK PLAN GOAL:** A SAFE AND SECURE COMMUNITY

**PRIOR REVIEW:** The New Police Station project was discussed most recently at the  
November 10, 2022, City Council Worksession and is a Council  
priority project.

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### BACKGROUND:

The previous contract provided for schematic design services of the new Lacey Police  
Station up to the (30%) design level. The schematic design (30%) included rough  
construction drawings that offer a general overview of the project's basic features and  
construction cost estimates, allowing confirmation that the concept is feasible and fits within  
the project budget.

The proposed contract amendment provides for the remainder of design services, including permitting and construction documents for the building, utilities, roadway, and site.

KMB Architects and their team of sub-consultants will provide architectural and engineering services for this project. The attached Professional Service Agreement includes geotechnical services, stormwater design, utility design, and construction plans to include but not limited to: code compliance, erosion and sediment control, land clearing, demolition, roadway, illumination, civil, architectural, structural, fire, mechanical, electrical, acoustics, lighting, security, landscaping and irrigation, including details. A cost estimate will be submitted for review with the completion of each design phase.

This fee estimate is based on the Washington State OFM A/E Fee Schedule for a roughly 43,000 SF facility with estimated construction cost of \$49-52M. If the scope of the project is significantly changed, the consultant may choose to renegotiate their fees. A separate services fee for complete design is included in addition to those described above in the amount of \$430,362.00 for complete design of the proposed training facility and firing range that are not included in the construction proposal at this time. If funding can be granted, this work will be incorporated as an additive/alternate in the final bid package. If funding is not achievable, construction documents will be ready at which time the project is funded as a separate bid package.

This proposal does not include construction administration, inspection, or commissioning, which will be negotiated and brought forward at a later date.

Members of the KMB and Roth Sheppard design team will continue to participate in the Community Advisory Panel (CAP) and assist the City in moving this project forward to construction. In addition, KMB and their team will provide project renderings of the selected conceptual design for public distribution.

The project was advertised via a Request for Qualifications (RFQ) back in February 2022 in accordance with chapter 39.80 RCW. KMB Architects of Olympia, Washington was considered to be the most qualified firm.

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#### **ADVANTAGES:**

1. KMB Architects and their team of sub-consultants are qualified and capable of performing the work.
2. KMB Architects are currently engaged in the project work for the City with favorable outcomes. They also have provided the previous Police Space Needs Analysis and Facility Master Plan.

#### **DISADVANTAGES:**

1. None noted.

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT PW 2022-13**

THIS AMENDMENT is made and entered into this       day of

PURPOSE: To amend the above referenced professional services agreement dated 4/25/2022 between the **CITY OF LACEY** and **KMB Architects** referred to as "Consultant."

IT IS MUTUALLY AGREED that the professional services agreement is amended as follows:

1.     SCOPE OF SERVICE

The Consultant shall perform such additional services and accomplish such additional tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are detailed in Exhibit "A" and Exhibit "B" are attached hereto and made a part hereof.

2.     TERM OF CONTRACT

The term of the Agreement shall be extended and Consultant shall complete its work by 04/24/2024.

3.     COMPENSATION AND METHOD OF PAYMENT

Payment for the additional work undertaken as a result of this amendment will not exceed \$2,446,421.00. The CITY shall pay the CONSULTANT for the performance of all services designated in the original agreement and this amendment, an amount not to exceed [\$2,446,421.00 + \$658,474.00].

Except as expressly provided by this amendment, all other terms and conditions of the original professional services agreement and any amendments thereto remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year above written.

**CITY OF LACEY**

**CONSULTANT:**

By \_\_\_\_\_  
Scott Spence  
City Manager

By \_\_\_\_\_  
Bill Valdez, PE, DBIA  
Partner

Approved as to form:

\_\_\_\_\_  
David Schneider  
City Attorney



906 Columbia Street SW, Suite 400  
Olympia, Washington 98501

811 First Avenue, Suite 220  
Seattle, Washington 98104

360.352.8883  
KMB-architects.com

## Proposal Memorandum

**Date:** November 16, 2022

**To:** Ashley Smith, PE, PMP – Design & Construction Manager  
City of Lacey  
420 College Street SE  
Lacey, WA 98503

**From:** Bill Valdez, PE, DBIA – Partner

**Project:** New Lacey Police Department Facility

**Subject:** Fee Amendment Proposal – A/E Basic Design Professional Services, 100% Design

**KMB Job No.:** 22022

**Copied to:** Project File; Paul Faul – Business Manager, Brian Berryhill, AIA – Partner, Roth Sheppard;  
John Swidecki – Capital Project Engineer, City of Lacey

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Dear Ashley Smith,

KMB architects is pleased to present this fee amendment proposal for architectural and engineering (A/E) basic design services for the New Lacey Police Department Facility project. This Professional Services proposal encompasses the scope of work from the successful completion of 30% Schematic Design through 100% Contract Documents and Permitting.

### Project Understanding

The Lacey Police Department moved into its current location in 1985. The 18,250 square foot facility has been remodeled several times, with additional space added for a new locker room. The number of law enforcement and civilian personnel working in the facility has grown considerably since 1985, and continued growth is expected to be concurrent with increases in Lacey's population and business activity. KMB architects and law enforcement specialist Roth Sheppard completed a Space Needs Assessment and Facility Master Plan study in 2020.

Professional Services Agreement PW 2022-13 dated April 26, 2022 contracted the 30% Design Phase (Schematic Design), beginning with the verification of the Space Needs Program and developing a complete Schematic Design solution on the St. Martin's property immediately north of the existing Lacey City Hall and Police Department located at 420 College St SE, Lacey, WA 98503. The 30% Design Phase (Schematic Design) package was completed and presented to Lacey City Council on November 10, 2022 at a Council Work Session. The scope of the project presented at the Council Work Session and approved by City of Lacey Police Department and Public Works Department was a \$38,000,000 MACC (Maximum Allowable Construction Cost) approximately 43,700 GSF building based on the direction to eliminate the ID Lab, eliminate the Bike & Traffic Storage, eliminate the Vehicle Storage/Processing Bay and reduce the Evidence Bult Storage area.

### Scope of Services

KMB architects proposes to provide design basic services per the City of Lacey Professional Services Agreement PW 2022-13 for successful completion of 30% Schematic Design through 100% Contract Documents and Permitting. The following summarizes the proposed project team:

1. Architectural Services & Project Management – KMB architects
2. Architectural Services & Interior Design – Roth Sheppard
3. Cost Estimating Services – JMB Consulting Group

4. Mechanical Engineering - BCE Engineers
5. Plumbing & Fire Protection Engineering - BCE Engineers
6. Electrical Engineering - BCE Engineers
7. Telecom and Security Electronics Engineering - BCE Engineers
8. Structural Engineering – WSP
9. Civil Engineering – KPFF Engineers
10. Landscape Architecture – Swift Company
11. Acoustical Consulting - The Greenbusch Group

**Deliverables:**

The design team proposes to provide the following services and/or deliverables as part of basic services. Basic services will include scope as listed in the OFM Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015):

- Design development package (60% overall design): drawings, specifications, cost estimating
- Permitting package (approximately 90% overall design or as negotiated with the Authority having jurisdiction): drawings, structural calculations, draft project manuals, cost estimating
- Bidding package (100% overall design): drawings, structural calculations, project manuals
- Permitting services
- Code and regulatory compliance

**Design Services:**

The design team proposes to provide the following basic and additional design services

1. Design Project Management
2. Architectural Services
3. Interior Design
4. Mechanical Engineering
5. Plumbing & Fire Protection Engineering
6. Electrical Engineering
7. Telecom and Security Electronics Engineering
8. Structural Engineering
9. Civil Engineering Specialty Consulting (including Site Circulation/Traffic Analysis)
10. Landscape Architecture
11. Security Electronics and Communications Specialty Consulting
12. Acoustical Design consultation or recommendations
13. Cost Estimating Specialty Consulting
14. Design & selection of Furniture, Fixtures, and Equipment (FFE) through reviews and making recommendations to Owner's Representative.
15. Energy Modeling (provide load calculations for the building, but not a full energy model for payback analysis or yearly energy consumption)

**Exclusions/Clarifications:**

The following items are excluded from the scope of services and this proposal, these services may be included by amendment as an additional service if requested:

1. Traffic Count and Data Collection
2. Alternative Cost Studies
3. Site Survey and Utility Locates
4. Offsite and Street Frontage Improvements
5. Energy Life Cycle Cost Analysis | ELCCA
6. Life Cycle Cost Analysis | LCCA
7. Enhanced Commissioning

8. 3rd Party Value Engineering Participation and Implementation (This process brings in a 3rd party design firm to provide value engineering recommendations to the team. This includes multiple meetings with the 3rd party VE Consultant as well as documentation)
9. LEED Certification or other Sustainability Certification/Accreditation
10. Geotechnical survey, design letter and inspections (by owner)
11. Hazardous materials determination, report, testing, or abatement (by owner)
12. Roofing & Building Enclosure consultant
13. Special studies requested by AHJ
14. Power demand metering (by owner)
15. Arborist Services (by owner)

### Project Team

The following outlines the proposed project team:

|                                                |                                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------------------------|
| A. Principal-in-Charge:                        | Bill Valdez, PE, DBIA – Partner, KMB architects                                                  |
| B. Project Manager:                            | Bryan Beley, AIA – Associate, KMB architects                                                     |
| C. Architects and Law Enforcement Expertise:   | Brian Berryhill, AIA – Partner, Roth Sheppard<br>Tyler Joseph, AIA – Architect, Roth Sheppard    |
| D. Civic Designer:                             | Ruben Nunez – Associate, KMB architects                                                          |
| E. Structural Engineering:                     | Jason Tornquist, PE, SE – Principal, WSP                                                         |
| F. Mechanical, Electrical, and Plumbing (MEP): | Chris Caffee, PE, LEED AP – Principal, BCE Engineers<br>Ben Hedin, PE – Principal, BCE Engineers |
| G. Civil Engineering:                          | Ben Enfield, PE – Associate, KPFF Consulting Engineers                                           |
| H. Landscape Architecture:                     | Gareth Loveridge – Principal, Swift Company                                                      |
| I. Cost Estimating:                            | Jon Bayles – Principal, JMB Consulting Group                                                     |
| J. Acoustical:                                 | Adam Jenkins – Vice President, The Greenbusch Group                                              |
| K. Visualization:                              | BoldrViz                                                                                         |

### Proposed Fee

The following represents KMB architects' requested compensation for design services starting from the successful completion of 30% Design (Schematic Design Phase) through 100% Design (Contract Documents & Permitting Phase). KMB architects used the Washington State Office of Financial Management and Department of Enterprise Services Conditions of Agreement as an initial basis for defining expectations of scope, services, and deliverables. The project team understands we will be entering into a Professional Services Agreement with the City of Lacey using the City of Lacey Standard Form of Agreement. The actual proposed fee and fee percentage breakdown provided below is based on a 43,700 GSF schedule B building (police) and is based on the project MACC of \$38,000,000.

|                                                                  |            |                     |
|------------------------------------------------------------------|------------|---------------------|
| A. Basic Design Services, 30% Design through 100% Design (6.86%) |            |                     |
| a. Architectural                                                 |            | \$ 756,018          |
| i. KMB architects                                                | \$ 521,528 |                     |
| ii. Roth Sheppard                                                | \$ 234,490 |                     |
| b. Structural Engineering (WSP, formerly tk1sc)                  |            | \$ 170,000          |
| c. <u>Mechanical, Electrical, and Plumbing (BCE)</u>             |            | \$ 335,620          |
| d. <b>Basic Services Subtotal</b>                                |            | <b>\$ 1,261,638</b> |
| B. Additional Services, 30% Design through 100% Design           |            |                     |
| a. MEP Energy Modeling (BCE)                                     |            | \$ 6,500            |

|                                                                                                                                                                                                                                                                                                                                                                                            |           |                  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------|
| b. Enhanced Low Voltage System Design (BCE)                                                                                                                                                                                                                                                                                                                                                | \$        | 11,900           |
| c. Emergency Operations Center Design (BCE)                                                                                                                                                                                                                                                                                                                                                | \$        | 16,100           |
| d. Participation in Commissioning                                                                                                                                                                                                                                                                                                                                                          | \$        | Included         |
| e. Civil Engineering (KPFF)                                                                                                                                                                                                                                                                                                                                                                | \$        | 169,500          |
| f. Landscape Architecture (Swift)                                                                                                                                                                                                                                                                                                                                                          | \$        | 178,000          |
| g. FF&E Selection and Procurement (KMB / Roth Sheppard)                                                                                                                                                                                                                                                                                                                                    | \$        | 58,000           |
| h. Visualization / Renderings, assumes 2 (BoldrViz)                                                                                                                                                                                                                                                                                                                                        | \$        | 24,000           |
| i. Acoustical Design Consultation (The Greenbusch Group)                                                                                                                                                                                                                                                                                                                                   | \$        | 25,000           |
| j. <u>Cost Estimating (JMB)</u>                                                                                                                                                                                                                                                                                                                                                            | \$        | 75,600           |
| <b>k. Additional Services Subtotal</b>                                                                                                                                                                                                                                                                                                                                                     | <b>\$</b> | <b>564,600</b>   |
| <br>                                                                                                                                                                                                                                                                                                                                                                                       |           |                  |
| C. Services by others, not included in the Scope of Services of this proposal unless designated otherwise                                                                                                                                                                                                                                                                                  |           |                  |
| a. Site Survey, by City                                                                                                                                                                                                                                                                                                                                                                    |           |                  |
| b. Tree Survey, by City                                                                                                                                                                                                                                                                                                                                                                    |           |                  |
| c. Additional Traffic Study & analysis beyond the January 2020 SCJ Alliance Traffic Study                                                                                                                                                                                                                                                                                                  |           |                  |
| d. Special studies as requested by AHJ or City of Lacey                                                                                                                                                                                                                                                                                                                                    |           |                  |
| <b>D. KMB architects Administrative Mark up of Consultant Services – 10%</b>                                                                                                                                                                                                                                                                                                               | <b>\$</b> | <b>130,471</b>   |
| <b>E. Design Team Direct Expenses (billed as actual cost plus 1.1 multiplier)</b>                                                                                                                                                                                                                                                                                                          | <b>\$</b> | <b>59,350</b>    |
| (Assumptions are based on submitted project schedule including in-person meetings and charrettes with stakeholders, site & facility tours, in-person meetings with CAP, and in-person meetings with the community. Assumes three (3) in-person meetings with Roth Sheppard which will include travel and meal expenses. Mileage includes mileage to meetings at the current federal rate.) |           |                  |
| a. Printing Costs                                                                                                                                                                                                                                                                                                                                                                          |           |                  |
| b. Meals                                                                                                                                                                                                                                                                                                                                                                                   |           |                  |
| c. Travel (Airlines, Hotel, Car rental, Gas, Parking)                                                                                                                                                                                                                                                                                                                                      |           |                  |
| d. Mileage                                                                                                                                                                                                                                                                                                                                                                                 |           |                  |
| e. Miscellaneous Direct Costs & Consultant Costs                                                                                                                                                                                                                                                                                                                                           |           |                  |
| <b>F. Grand Total 30% Design through 100% Design Services</b>                                                                                                                                                                                                                                                                                                                              | <b>\$</b> | <b>2,016,059</b> |

### Draft Schedule

The anticipated schedule and meeting dates for the performance of the above proposed basic design services is outlined on the attached project design schedule. All meeting dates are subject to change based on the availability of project stakeholders and design team members.

Thank you for the opportunity to provide these professional services. Please call with any questions regarding the scope of work, proposed fee, and/or draft schedule. We are very much looking forward to continuing our work with the City of Lacey and the Lacey Police Department.

Sincerely,  
KMB architects



Bill Valdez, PE, DBIA – Partner

Attachments:

Draft Design Schedule

BCE Engineers MEP Proposal

WSP Engineering / Consulting Proposal and Professional Service Agreement

KPFF Consulting Engineers Civil Engineering Proposal

Swift Company Landscape Architecture Scope of Work

JMB Consulting Group Request for Basic Services





November 14, 2022

KMB  
906 Columbia St SW Suite 400  
Olympia, WA 98501

Attn: Bill Valdez

**RE: Lacey Police Station – MEP Proposal – DD Through CD**

Dear Bill,

Thank you for the opportunity to work with you on the Lacey Police Station. It is good news that we do not have to wait for the bond to progress the design. The scope of work consists of Design for a new 46,000 sf Police Building and a 10,500 sf Training Building. The Design Scope includes Design Development (60% level) through Construction Documents (100% Bid Level). It is understood that the Construction Administration will be with a separate fee proposal.

MEP Scope Outline:

The basic mechanical scope consists of designing the HVAC, plumbing and associated control systems. Fire protection design is limited to coordinating space requirements, design of the sprinkler riser and preparation of performance specifications. The scope of the mechanical utilities work is limited to fire sprinkler service, storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks.

The basic electrical scope consists of designing power, lighting (and associated controls), and low voltage systems for the Building and impacted Site. The low voltage system designs for audio visual, data network communication, intercom/paging, and similar systems are described under the extended services. We will also provide the electronic security systems design with specific input from KMB. Fire alarm design will include device layout for coordination purposes and a performance specification.

The basic services agreement covers formal submittal packages for DD, permit and 100% CD. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time. Informal coordination PDF sets can be provided at any time upon request.

Revit (3D) effort for this project is included within the basic services fee structure. We will limit Revit model updates to a maximum of once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates may result in additional fees beyond basic services. Please note that we will not be able to accommodate model updates that occur less than (1) week before major deadlines. If changes are substantial, we may require more than (1) week to properly update the backgrounds, review the changes, and update the design.

As part of the bidding phase, BCE will issue drawing updates in lieu of addendum verbiage as necessary.

We propose to perform the above listed basic services as follows:

SD Cost Estimate using 46,328 sf building (\$172.9/sf \*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$10,521,357 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

The breakout of the fees for DD, CD, and permitting phases are as follows:

|                  |              |                           |
|------------------|--------------|---------------------------|
| DD Phase         | \$253,042.80 | DD = \$143,837            |
| CD Phase         | \$126,521.40 | CD&Permitting = \$191,783 |
| Permitting Phase | \$42,173.80  | Total = \$335,620         |

#### MEP Alternate Designs

**Alternate 1:** Hydronic HVAC System. In lieu of a VAV system with DX Heat pump condensers and electric reheat, Alternate 1 is to provide an upgraded design for a VAV system that utilized hydronic reheat and heat pump chiller for heating and cooling hydronic water. This alternative can achieve the “More Efficient HVAC” credit in C406 which will allow the envelope of the building to be standard per code instead of enhanced levels.

It is assumed that Hydronic HVAC System will not be used on the Lacey Police Department Building

**Alternate 2:** Range+Training Building Cold Dark Shell. The Training building is a separate building from the main police building. This alternate is to design the minimum MEP systems for the shell of the building. This building will be designed at the same time as police building, but will be presented as a separate bid package. WSEC C406 planning for the future TI is included. WSEC TSPR is assumed not required for a heat only shell building.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$173,725\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$228,189 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2a:** Firing Range TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the firing range within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$312,417\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$410,363 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2b:** Classroom TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the classroom within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$217,689\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$285,937 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2c:** Training TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the Training portion within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$206,376\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$271,077 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

MEP Expanded Services:

Alt 2:  
DD = \$32,880  
CD&Permitting = \$43,840  
Total = \$76,719

49%  
DD/CD+Permitting

**Whole Building Energy Modeling** is included as an optional expanded service. This Energy Modeling will expand on the Shoebox model developed during predesign. A detailed energy model will be provided that includes the building envelope level studies, mechanical systems, and lighting. We will provide up to five (5) parametric envelope models to optimize insulation vs selected mechanical systems.

We propose a fixed fee of \$6,500 to perform the final Energy Modeling necessary for the final documents.

**Low voltage systems:**

1. Telecommunication design includes cable television/data/voice outlet layouts, data network design, riser diagrams, telecommunication room elevations, utility coordination, interdisciplinary coordination, specifications and narratives. Enhanced design continuing the initial meeting during Pre-design and SD, detailing and owner coordination is required to ensure the proper set of systems is installed. It is anticipated that the owner will furnish and install network switches, servers, rack-mounted UPS systems and similar active electronics.
2. Electronic Security System design includes intrusion alarm, access control and CCTV systems. Enhanced design continuing the initial meeting during Pre-design and SD, detailing and owner coordination is required to ensure the proper layout and quantities of devices are provided.
3. Audio Visual design includes locating A-V devices such as monitors, speakers, amplifiers, system inputs, and similar equipment on the plans. Detailing and selecting equipment for typical systems (i.e. video teleconferencing equipment for conference rooms, information displays in lobbies, teaching walls in training rooms, and televisions in break rooms) is also included. In-depth coordination with the owner, architect and interior designer will be provided.

We propose to perform the above low voltage systems designs for a fixed fee of \$11,900.

**Emergency Operations Center (EOC):**

Enhanced coordination efforts need to occur to plan and coordinate specific requirements with the Owner on their EOC. The requirements may include enhanced A/V requirements, advanced data and communications systems with UPS, secure entry systems, redundant or separate HVAC system from the main building, backup power generation requirements, etc. It is anticipated that several meetings requiring multiple disciplines attending to determine the requirements as well as separate research of uncommon systems.

We propose to perform the above enhanced design effort for a fixed fee of \$16,100.

Exclusions:

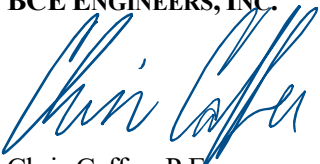
- Street Lighting Design
- Formal Value Engineering and Constructability reviews and meetings.
- Conformed drafting
- Construction administration support (can be provided under a separate cover)
- Mechanical design outside of the building perimeter
- Detailed Fire Alarm or Fire Sprinkler design (assumed to be Bidder-Designed based on criteria docs)

- REVIT Model updates within 1 week of an official design submittal.
- Grease interceptor, Oil/ Water separator, or solids interceptor design.
- Commissioning services (can be provided under a separate cover)
- Detailed Cost Estimating (review of MEP estimates by others is included)
- Acoustic evaluation of mechanical and electrical systems.
- Seismic bracing calculations and drawings.
- Smoke Control Engineering
- GCCM Process
- LEED or similar sustainability documentation

Thank you for the opportunity to provide our design services for this project. Please review the information and if you have any questions or need further information, please feel free to give me a call.

Sincerely,

**BCE ENGINEERS, INC.**



Chris Caffee, P.E.  
Principal



November 14, 2022

Mr. Bill Valdez, PE, DBIA  
Partner  
KMB Architects  
906 Columba Street SW  
Suite 400  
Olympia, WA 98501

Re: City of Lacey Police Department  
30 to 100% Design Phase Proposal  
WSP Proposal No. 202211806

Dear Mr. Valdez:

We are pleased to submit the following proposal for professional structural engineering services on the Lacey Police Station project.

## **I. SCOPE AND DESCRIPTION**

### **A. PROJECT DESCRIPTION**

1. The project is the continuation of the 30% design package prepared by our team under separate proposal.
2. The Maximum Allowable Construction Cost of the project is assumed to be \$37.8MM.
3. The project includes:
  - a. Base services: a new police station facility. The design of the facility is reflected in the 30% design package prepared by KMB Architects, with the assumption that proposed cost reduction measures will be adopted to meet the noted MACC.
  - b. Design add alternate: a new 10,600 GSF training facility, scoped as follows:
    - a. Alternate 2: Range + Training Building Cold Dark Shell
    - b. Alternate 2a: Firing Range Tenant Improvement
    - c. Alternate 2b: Classroom Tenant Improvement
    - d. Alternate 2c: Training Space Tenant Improvement



## **B. AREAS OF SERVICES**

We propose to provide structural engineering services for this project.

## **C. ASSUMPTIONS**

1. Design phases included under this proposal include:
  - a. Design Development Phase: 30% – 60% Design
  - b. Construction Documents Phase: 60% - 90% Design
  - c. Permitting Phase: 90% - 100% Design
  - d. Final deliverables would include 100% Construction and Permit documents submitted and complete with permits obtained.
2. Participation in weekly design meetings as well as review meetings around key milestones (60%, 90%, permit submittal, and IFC submittal) will be required. Meetings will primarily be conducted virtually, with in-person meetings assumed for key milestones.
3. Participation in a single round of value analysis or value engineering review may be required and is included in this proposal.
4. Participation in a single round of constructability review may be required and is included in this proposal.
5. Design of non-structural cladding support systems (metal stud, etc) will be performance specification only; full design will be a delegated design submittal by others.
6. Support and bracing of MEP equipment and systems will be a delegated design submittal by others. Accordingly, design for these items is not included in this proposal.
7. Proposed scope includes design of outdoor equipment enclosures (generators and similar equipment), site retaining walls (maximum retained height less than or equal to 8'), screen walls, security walls, and associated foundations. Additionally, foundations for security fencing are included.
8. We assume participation by one consistent project team (contractor, engineers, architects and owner/project manager) throughout the project. If project team firms change significantly during the life of the project leading to significantly more coordination, WSP's fees are subject to change.
9. For Tenant Improvement phases or alternates, information regarding tenant/user equipment will be provided to WSP by the tenant and/or architect, suitable for our use in design. This includes cut sheets and/or specifications for all equipment.
10. Drawings will be prepared on Revit backgrounds (model) provided to WSP by the Architect.
11. WSP drawings will be prepared in Revit. Revit will be used as a modeling tool to help with coordination. Our deliverables, however, will be 2D drawings. Fully coordinated three-

dimensional “clash free” integration of all trades services is the responsibility of the contractor and responsible subcontractors as part of completing implementation/shop drawings.

12. Notwithstanding the BIM Revit model, the contract documents will be the two-dimensional hard paper copies of drawings and specifications. Subject to the appropriate contractual language and indemnification, the BIM Revit design model electronic file may be provided to the Contractor for his convenience and use at his sole risk.
13. Architectural Revit models will be provided to WSP for our use, with consultant views identified for our use as backgrounds.
14. The Revit model for structural systems will commence at the start of the design development phase. The level of detail provided for the structural systems shall be as defined in AIA Document E202-2008 Model Element Table for Construction Documents, LOD 300. The embedded content in the design elements shall be at the discretion of WSP.

## **II. BASIC SERVICES**

WSP will provide professional services in accordance with the provisions of the AIA C401-2007 Standard Form of Agreement. Services provided include:

### **A. DESIGN DEVELOPMENT**

1. Prepare calculations for structural system sizing and design.
2. Provide up-to-date approximate sizes and space requirements for new structure to be used in coordination with other disciplines.
3. Prepare design development plans in the consultant’s standard format and level of detail.
4. Prepare outline specifications in the consultant’s standard format and level of detail.
5. Attend review meetings (as noted previously) with architect and owner during the Design Development phase to work through coordination and design detail items.
6. Participate in a single round of VE and constructability review with Architect and owner as required.

### **B. CONSTRUCTION DOCUMENTS AND PERMITTING**

1. Finalize all final framing and detailing for structural systems coordinated with Architectural and other consultant documents.
2. Prepare construction documents, in the consultant’s standard format and level of detail, suitable for obtaining a building permit in accordance with the local building department and/or governing authority.
3. Provide final Structural calculation set as required for permit submission.
4. Prepare specifications in the consultant’s standard format and level of detail.

5. Respond to plan check corrections as required to assist in obtaining plan check approval.

**C. BIDDING PHASE**

1. Not included in this proposal. Construction Administration can be provided under separate proposal, if required.

**D. CONSTRUCTION ADMINISTRATION**

2. Not included in this proposal. Construction Administration can be provided under separate proposal, if required.

**III. ADDITIONAL CONSULTING SERVICES**

The following items are not included in the Basic Services as defined in Section II above and are considered as additional services if requested by the Owner or Architect. Such additional services are priced separately and could include the following items:

- A. Additional services caused by project schedule delays or interruption.
- B. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely fashion.
- C. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required due to the normal evolution of the project are included.
- D. Early foundation package separate from the construction document packages.
- E. Early superstructure package separate from the construction document packages.
- F. Enhanced steel detailing or shop drawing services.
- G. Opinions of probable cost.



## COMPENSATION

### A. BASIC SERVICES

Compensation for the services identified in Section I – Scope and Description shall be based upon the following fixed fees:

- Base Services (Police Station Building):
  - **Total fee = \$170,000**
  - Design Development Phase = \$65,000
  - Construction Document Phase = \$100,000
  - Permitting Phase = \$5,000
- Alternate 2: Range + Training Building Cold Dark Shell
  - **Total fee = \$24,000**
  - Design Development Phase = \$9,000
  - Construction Document Phase = \$14,000
  - Permitting Phase = \$1,000
- Alternate 2a: Firing Range Tenant Improvement
  - Total fee = \$3,000
- Alternate 2b: Classroom Tenant Improvement
  - Total fee = \$4,000
- Alternate 2c: Training Space Tenant Improvement
  - Total fee = 4,000
- TI fees are assumed to be part of Construction Documents and Permitting phases.

### B. ADDITIONAL SERVICES

Additional services (either listed above or to be completed at the Architect's direction) are to be compensated on a time and materials basis per the attached hourly rate schedule. WSP requires written authorization prior to commencement of work.

### C. REIMBURSABLE EXPENSES

Reimbursable expenses will be billed monthly at cost plus a ten percent (10%) handling charge. Reimbursable expenses include:

- Messenger, postage, and air courier charges
- Copying, plotting and printing (billed in accordance with our standard rate schedule)
- Vehicle mileage for local site visits

As this project is local to the greater Seattle area, we anticipate that total reimbursables will not exceed \$1,000.

### D. COPYING, PLOTTING AND PRINTING STANDARD RATE SCHEDULE

In-house copying, scanning, plotting and printing in association with this project will be invoiced according to the following rate schedule:



| Item                                                                      | Rate         |
|---------------------------------------------------------------------------|--------------|
| Black & White Bond Plots (half scale)                                     | \$4.00 each  |
| Color Bond Plots                                                          | \$35.00 each |
| Printing/ Photocopying Small Format (i.e. 8.5x11 and 11x17) Black & White | \$0.16 each  |
| Printing/ Photocopying Small Format (i.e. 8.5x11 and 11x17) Color         | \$1.75 each  |

#### **E. PAYMENT**

WSP's policy requires monthly payments for professional services and expenses in proportion to the progress of our work. Delinquent accounts may be turned over to a third party for collection and a reasonable cost of collection added to the invoice.

#### **IV. SCHEDULE**

Per direction from KMB Architects, the proposed project schedule is as follows:

- Notice to Proceed: December 2, 2022
- 60% Design Phase Completion: February 23, 2023
- 90% Design Phase Completion: June 1, 2023
- 100% Design Phase Completion: August 24, 2023

The fees noted in this proposal will remain valid for acceptance for up to sixty (60) days from the date of this proposal.

Delays or interruptions of the project schedule are subject to an adjustment of fee.

#### **V. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions attached to this proposal are incorporated in, and made a part of, this work authorization and any contract made between the parties relating to this work.

This proposal represents our understanding regarding the project and supersedes all prior negotiations, representation, or agreements (written or oral). Confirmation of this proposal is based on the review of your prime agreement. Any amendments shall be made in writing and signed by both parties.

Trusting this meets with your approval, please sign and return one copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.



Bill Valdez – KMB Architects  
November 15, 2022  
Lacey PD  
WSP Proposal No. 202211806

Very truly yours,  
WSP USA Buildings, Inc.

A handwritten signature in blue ink, appearing to read 'J. P. Tornquist', written over a horizontal line.

Jason Tornquist, PE, SE  
Business Line Leader – Property and Buildings

**AUTHORIZED BY:**

KMB Architects

---

Signature

---

Printed Name

---

Title

---

Date

cc: Bryan Beley (KMB Architects)  
WSP Contract File



## Seattle Hourly Rates 2022

|                          |        |
|--------------------------|--------|
| PRESIDENT                | \$ 400 |
| EXECUTIVE VICE PRESIDENT | \$ 400 |
| SENIOR VICE PRESIDENT    | \$ 300 |
| VICE PRESIDENT           | \$ 225 |
| SENIOR ASSOCIATE         | \$ 180 |
| ASSOCIATE                | \$ 160 |
| SENIOR ENGINEER          | \$ 155 |
| ENGINEER                 | \$ 130 |
| CAD MANAGER              | \$ 125 |
| DESIGN ENGINEER          | \$ 110 |
| DESIGNER                 | \$ 95  |
| CAD OPERATOR             | \$ 95  |
| ADMINISTRATION           | \$ 85  |

NOTE: Rates are subject to annual adjustment.



## STANDARD TERMS AND CONDITIONS

The following “Standard Terms and Conditions” shall apply to all of “the Services” carried out by WSP USA BUILDINGS INC. (“Company”), on behalf of Cascades Tissue Group (“the Client”) as of September 23, 2022. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent “Master Services Agreement.”

### 1) DEFINITIONS

- a) “The Services” shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The “Agreement” refers to these Standard Terms and Conditions subject to this document.

### 2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company’s signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be



commercially sensitive should not be released by the Client to any other party without the Company's prior written consent.

- g)** The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.
- h)** Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

### 3) COMPENSATION

- a) Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- b) Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- c) Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- d) Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- e) Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.
- f)** In the event that the Client fails to pay when due any invoice delivered to it by the Company, Company shall thereupon have a lien upon all of the drawings, specifications, plans, documents or other materials or writings prepared by the Company, or at its direction, and then in its possession, and shall be entitled to withhold all such materials from the Client until such time as payment in full of the invoice is made. This lien shall be in addition to, and not in lieu of, any rights or remedies which the Company may have under the Agreement, or at law, equity or otherwise.

### 4) ACCESS TO INFORMATION

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall furnish at the Client's expense all information, requirements, reports, data, surveys and instructions required by this Agreement. The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

### 5) LIMITATION OF LIABILITY

Client agrees that to the fullest extent permitted by law, the Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any



cause or causes, including but not limited to the Company's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement. The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.

The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- a) all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- b) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause, and any other party who is responsible to any extent, for the loss and damage that is contractually liable to the Client, and
- c) all other Consultants and all Contractors have paid, or agreed to pay, to the Client, such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to building investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of data resulting from building investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

## 6) TERMINATION

Failure of the Client to make payments to Company in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due the Company for services and expenses, the Company may, upon seven (7) days' written notice to the Client, suspend performance of services under this agreement. unless payment in full is received by the Company within seven (7) days of the date of the notice, the suspension shall take effect without further notice. in the event of a suspension of services the Company shall have no liability to the client for delay or damage caused to the client because of such suspension of services.

## 7) INDEMNIFICATION

The Client shall indemnify the Company and its principals, officers and employees against any liability, claim or expense (including payment of attorneys' fees and disbursements as incurred) in connection with actions, proceedings or claims by any person or entity for monetary losses (and, to the extent permitted by law, property damages and personal injuries) alleged to have occurred in connection with the performance of the Services, unless the sole cause for all such losses, damage or injuries was negligence by the Company. The foregoing shall not affect any rights of the Company to contribution or indemnification from Client. In addition, the Client hereby agrees that the Company, its principals, officers, agents and consultants are hereby released of and from any and all liability or responsibility (i) for the investigation, examination, testing, sampling or other review of any asbestos-containing materials which may be located in or about the project, (ii) for any work undertaken with respect to the removal, encapsulation or other treatment of any such asbestos-containing materials within the project, or (iii) for compliance with any laws, orders, rules or regulations imposed by any federal, state, city or other governmental entity, agency or



instrumentality, except to the extent that the Company has expressly agreed in this agreement to undertake responsibility thereof. The Client does hereby agree to indemnify and hold harmless WSP from and against any and all liability, fines, suits, damages, losses, demands, costs and expenses of any kind or nature whatsoever incurred in connection with any claim or proceeding brought against the Company by any party and in any way related to any aspect of items (i), (ii) or (iii) of the immediately preceding sentence. Indemnification shall include the defense of any claims, suits, demands or fines arising therefrom, by counsel approved by the Company in writing that may be brought by the Client or by any third party. The foregoing provisions hereof shall survive the expiration or earlier termination of this agreement.

Client shall cause any and all Contractors, Subcontractors, Material Suppliers and other entities or persons (hereinafter "Contractor") actually responsible for construction to indemnify WSP to the extent permitted by law against risk which are not normally borne by the engineering profession in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause Contractor to name WSP as an additional insured on Contractor's Comprehensive General Liability policy.

## **8) CERTAIN LIMITATIONS ON RESPONSIBILITY**

The Company does not assume responsibility for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work. The Company does not assume responsibility for the contractors' failure to carry out the work in accordance with the contract requirements or for stopping the work in the event of such failure. The Company's review of the contractors' performance is not intended to include review of the adequacy of safety measures, in, on or near the construction site. The Company is responsible for its design and reports only and is not liable for unsatisfactory performance of the any other systems resulting from code constraints, improper installation, operation and maintenance.

## **9) DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **10) OWNERSHIP**

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

## **11) CLIENT'S DUTIES**

- a)** The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- b)** The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
- c)** Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.



- d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

## **12)BUDGETARY ESTIMATIONS**

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

## **13)NO THIRD-PARTY RIGHTS**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties, or relied on for any other purpose, without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

## **14)REPORTING OBLIGATIONS**

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

## **15)SEVERABILITY**

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.



## **16)PERSONAL LIABILITY**

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.

## **17)HEADINGS**

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

## **18)MODIFICATION**

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

## **19)AUTHORITY**

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

## **20)GOVERNING LAW**

This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

## **21)BUSINESS INTEGRITY**

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/Code-of-Conduct-and-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/whistleblowing-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.



## **22)ACCEPTANCE OF AGREEMENT**

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial “Standard Terms and Conditions” are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.

Revised: February 2021



November 14, 2022

Mr. William J. Valdez, PE, Partner  
KMB Architects  
906 Columbia Street SW, Suite 400  
Olympia, WA 98501

Subject: City of Lacey Police Department New Facility  
Civil Engineering Proposal – 30% to 100% Design

Dear Bill:

KPFF is pleased to provide you with the following scope of work to continue assisting the KMB team with the City of Lacey Police Department project. This proposal is provided for civil engineering services including 30%-60% Design, 60%-90% Design, and 90%-100% Permitting. This proposal builds upon the previous 30% Schematic Design services which included Task 1. This proposal has been prepared based on the scope of work from the schematic design phase and your email dated 11-8-2022 with responsibility, schedule, and scope information.

## **SCOPE OF WORK**

### ***TASK 1 – CIVIL ENGINEERING THROUGH 30% PHASE***

Previously contracted work.

### ***TASK 2 – CIVIL ENGINEERING FOR 30% - 60% DESIGN***

- 2.1. Coordinate with the Design Team and City throughout this phase.
  - Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 2.2. Attend the following stakeholder meetings (total time assumed at 3 hours per meeting):
  - 60% Design Meeting #1 – Budget Confirmation, Plan Updates
  - 60% Design Meeting #2 – Constructability & Logistics, Refinement of OPR's.
  - 60% Design Meeting #3 – Final Plans, Materials, Eng. Systems Load Calcs.
  - 60% Design Meeting #4 – Final Review.
- 2.3. Prepare 60% Design Plans
  - 60% Temporary Erosion and Sediment Control Plans.
  - 60% Water Improvement Plans.
  - 60% Sewer Improvement Plans (Onsite and Offsite)

- 60% Storm Drainage Improvement Plans.
  - 60% Site Grading Plans.
  - 60% Paving Plans.
  - 60% Site Parking and Vehicle Circulation plan (provide QC of plan layout by others).
- 2.4. Prepare 60% Civil Technical Specifications.
- 2.5. Prepare Preliminary Sewer Lift Station Report.
- 2.6. Prepare Preliminary Storm Drainage Report.
- 2.7. Prepare final 60% Civil documents per 60% review comments from Stakeholder and design team review and comments.

***TASK 3 – CIVIL ENGINEERING FOR 60%-90% DESIGN***

- 3.1 Coordinate with the Design Team and City throughout this phase.
- Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 3.2 Attend the following stakeholder meetings (total time assumed at 3 hours per meeting):
- 90% Design Meeting #1.
  - 90% Design Meeting #2 – Mid-CD Review.
  - 90% Design Meeting #3 – 90% Permit Set & Updated Costs Presented.
- 3.3 Prepare 90% Design Plans.
- 90% Temporary Erosion and Sediment Control Plans.
  - 90% Water Improvement Plans and details.
  - 90% Sewer Improvement Plans and details (Onsite and Offsite)
  - 90% Storm Drainage Improvement Plans and details.
  - 90% Site Grading Plans and details.
  - 90% Site Paving Plans.
- 3.4 Prepare 90% Civil Technical Specifications.
- 3.5 Prepare Final Sewer Lift Station Report.
- 3.6 Prepare Final Storm Drainage Report.
- 3.7 Prepare Stormwater Pollution Prevention Plan (SWPPP).
- 3.8 Prepare Storm Drainage System Operations and Maintenance Manual.

***TASK 4 – CIVIL ENGINEERING FOR 90%-100% DESIGN***

- 4.1 Coordinate with the Design Team and City throughout this phase.
  - Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 4.2 Assist with permit applications and permit document submittal.
- 4.3 Revise civil documents per building permit initial review comments.
- 4.4 Revise civil documents per City building permit final review comments and prepare 100% bid documents.

***ASSUMPTIONS/EXCLUSIONS***

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

1. Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, KPFF will discuss with you the need and impact on the scope and fee.
2. All assumptions included with the Schematic Design task contract are applicable.
3. We understand that Swift Company will develop site parking and site vehicle layout plans. KPFF assumes we will assist KMB with the QC of these plans for vehicle movements.
4. KPFF will not providing cost estimating. All cost estimating will be provided by other design team members.
5. Deliverables will be provided to KMB in electronic PDF format. KPFF will not need to provide paper copies of deliverables.
6. It is assumed that the site plan layout will not substantially change after the 30% deliverable.
7. It is assumed that technical specifications will be provided by KPFF to KMB for insertion into the project manual. KPFF can provide word documents and/or PDF's.
8. The following services will be provided by others:
  - Fire Sprinkler Design.
  - Geotechnical Engineering and Testing.
  - Retaining Wall Design.
  - Site Lighting.
  - Traffic Signal and Intersection Design.
  - Electrical Engineering (including for Sewer Pump Stations).

**FEES**

We propose to provide the above services for a lump-sum fee in accordance with the terms and conditions of the Master Agreement between KPFF and KMB dated January 2, 2020.

|                                                       | <b>Main Building<br/>and Site</b> | <b>Training<br/>Facility</b> |
|-------------------------------------------------------|-----------------------------------|------------------------------|
| Task 2 – Civil 30%-60% Design (Design Development)    | \$69,920                          | \$9,870                      |
| Task 3 – Civil 60%-90% Design (Construction Document) | \$83,890                          | \$13,540                     |
| Task 4 – Civil 90%-100% Design (Permitting)           | \$15,690                          | \$4,130                      |
| <b>Sub Totals</b>                                     | <b>\$169,500</b>                  | <b>\$27,540</b>              |
| <b>Combined Total</b>                                 | <b>\$197,040</b>                  |                              |

We appreciate the opportunity to work with you on this project. Please provide a task order contract for signature upon your review and approval. If you have any questions concerning this proposal, please feel free to call me at (360) 292-7230 or email [ben.enfield@kpff.com](mailto:ben.enfield@kpff.com).

Sincerely,



Ben Enfield, PE  
Civil Engineer / Associate

BEE

Enclosure

65400

November 14, 2022

Bill Valdez  
KMB  
811 First Ave  
Suite 220  
Seattle, WA 98104

**LACEY POLICE DEPARTMENT - Landscape Architecture Scope of Work**

Dear Bill,

We are excited to provide the Landscape Architecture and Site Design consulting services for the **LACEY POLICE DEPARTMENT** project. Includes are phases for **TASK 2 + TASK 3**.

Scope assumptions are based upon the following shared files:

- Schematic Design package is the basis of design:
  - New Lacey Police Department Facility\_30% Design\_221020
- Training Facility A/E services shall be provided separately with distinct Bid Document Submittal.

**SCHEDULE ASSUMPTIONS:**

- NTP of December 2, 2022
- 30% - 60% *Design Phase (Design Development – 13 weeks)* 2023
- 60% - 90% *Design Phase (Construction Documents - 15 weeks)* 2023
- 90% - 100% *Design Phase (Permitting - 18 weeks)* 2023

**GENERAL INCLUSIONS + ASSUMPTIONS:**

- Exterior open spaces, walkways, drives, and parking lots are assumed to be entirely on-grade. Swift Company design scope will include all site areas between buildings, vehicle curbs and project boundaries. Swift will collaborate with KMB and KPFF on parking lot configuration and overall site planning layout.
- Coordinate with other project design consultants including architectural, civil, structural, and lighting.
- KMB Architects shall lead all permitting submittal processes.
- Construction cost estimate will be generated by others and reviewed for comment by Swift.
- Meetings:
  - Task 3: Design Development Phase (30% - 60%):
    - i. Assume (3) team meetings and (3) Client meetings.
  - Task 3: Construction Document Phase (90% - 100%):
    - i. Assume (3) team meetings and (3) Client meetings.
  - Task 3: Permitting Phase (90% - 100%):
    - i. Assume (3) team meetings and (1) Client meeting.
- KMB Architects shall provide Swift Company with current base 2-D CAD files, 3-D models in either/both Sketchup and Rhino or Revit.
- KMB Architects shall develop client presentation renderings as required. Swift Company shall provide support, content, review, and comment.
- Swift Company shall develop all site drawing documents (including construction documents in later phase) in 2D AutoCAD format and use 3-D (Rhino) models for coordination purposes in the Design Phase.

**DESIGN TEAM COORDINATION + ASSUMPTIONS:****TASK 2 – 60%-90% DESIGN (DESIGN DEVELOPMENT PHASE):**

- Universal accessibility to the building entries, walkways, and plazas.
- Safe edges, steps, and surfaces that meet current design code for elevations, vertical drops, handrails, and access and egress routes.
- Swift Company and KMB Architects shall collaborate on design of exterior lighting design concept. Specification and documentation of all lighting elements shall be in Lighting Designer / Electrical Engineering scope.
- City arborist to provide tree report. Swift shall coordinate review and report content.
- Analyze regulatory constraints including but not limited to: Thurston County Critical Areas Ordinance, Thurston County-Lacey UGA Zoning Code and Development Standards, City of Lacey Zoning Code and Development Standards, and other applicable federal, state, or local regulations. Swift shall support in relevant site scope.

**TASK 2C – COST ESTIMATE SUPPORT:**

Swift shall provide support to KMB to review preliminary cost estimating.

**TASK 3 – RENDERING SUPPORT (DD Phase):**

Swift shall provide support to KMB to develop renderings of selected conceptual design for public distribution.

|                                                                        |
|------------------------------------------------------------------------|
| <b><i>TASK 3: 60% Design Phase (Design Development – 13 weeks)</i></b> |
| 1. Phase startup/CAD updates                                           |
| 2. Research and Analysis, Site Visit, Permit Confirmation              |
| 3. Design Effort                                                       |
| Site Layout + Plaza Design                                             |
| Grading Design                                                         |
| Tree and plant protection plan and schedules                           |
| Furnishing and detail design                                           |
| Rendering support                                                      |
| Planting design                                                        |
| Irrigation design                                                      |
| Soil salvage and restoration design                                    |
| 4. Coordination with Consultant Team / Multidisciplinary Work          |
| Coordination with Owner/City/Arborist                                  |
| Coordination with Civil                                                |
| Coordination with Architect                                            |
| Coordination with Team                                                 |
| 5. Deliverable Preparation                                             |
| Site overview plan                                                     |
| Site materials plans                                                   |
| Planting / Irrigation / Soils plan                                     |
| Site Sections and Details                                              |
| Tree Protection Plan                                                   |
| 3D RHINO model updates                                                 |
| Rendering/ presentation preparation                                    |
| Outline Specifications                                                 |
| 6. Client Meetings and Presentations (3 w/ City team + 1 w/ CAP)       |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b><i>TASK 3: 60% - 90% Design Phase (Construction Documents - 15 weeks)</i></b> |
| 1. Phase startup/CAD updates                                                     |
| 2. Final design refinement                                                       |
| Site design                                                                      |

|                                                               |
|---------------------------------------------------------------|
| Grading review                                                |
| Planting design                                               |
| Irrigation design                                             |
| Site furnishings and detailing                                |
| 3. Coordination with Consultant Team / Multidisciplinary Work |
| 4. Construction document deliverable preparation:             |
| Tree and plant protection plan and schedules                  |
| Site materials / layout plans                                 |
| Enlarged plans                                                |
| Soils plans                                                   |
| Planting plans                                                |
| Irrigation plans                                              |
| Site details                                                  |
| Irrigation details/schedule                                   |
| Planting details/schedule                                     |
| Landscape and Site Specifications                             |
| 5. Building Permit submittal support                          |
| 6. Client Meetings (3 w/ City team + 1 w/ CAP)                |
| 7. Phase Cost Estimate Review and Comment                     |

|                                                                              |
|------------------------------------------------------------------------------|
| <b><i>TASK 3: 90% - 100% Design Phase (Permitting – 18 weeks)</i></b>        |
| 1. Assist / respond to City comments                                         |
| 2. Respond to client and cost estimating comments                            |
| 3. Review meetings with design team and client                               |
| 4. IFC Drawings and Specifications (assume minor edits to the 90% submittal) |

## **PHASE DELIVERABLES:**

### **30% - 60% (Design Development Phase)**

- Overall site plan (rendered + black/white)
- Tree and Plant Protection plans and schedules
- (6-8) site plans at TBD scale (rendered + B/W)
- (4-6) site sections and details (provide of scale and spatial relationships)
- 3-D views (if needed to provide of scale and spatial relationships)
- (8-9) Draft landscape and site specifications.
- Basis of design narrative.
- 100% DD set.

### **60% - 90% (Construction Documents Phase)**

- Overall site plan (black/white)
- Tree and Plant Protection plans and schedules
- (16-18) site plans at various scale (B/W)
- (10-12) sections and detail sheets
- (8-9) Landscape and site specifications.
- 90% CD Set.

### **90% - 100% Design (Permitting Phase)**

- Overall site plan (black/white)
- Tree and Plant Protection plans and schedules
- (16-18) site plans at various scale (B/W)
- (10-12) sections and detail sheets
- (8-9) Landscape and site specifications.
- Permit Set.

## **EXCLUSIONS:**

Swift Company recognizes the potential evolution of project program and scope. Swift Company is prepared to evaluate the defined site scope with respect to exclusions to provide additional services required to complete items listed below if applicable. This proposal excludes the following activities unless otherwise noted. If scope is added or modified and extends beyond the estimate fee range, then an ASR can be provided if scope is determined by the Owner / KMB Architects to be required:

- Special presentations, presentation models or promotional materials and special interest group or community presentations other than those specifically included herein or in Owner provided scoping documentation.
- Bond and funding efforts including but not limited to public engagement, open houses, or coordination meetings.
- Water Feature and related mechanical systems.
- LEED or other external sustainability metric submittals.
- Irrigation pumps and rainwater harvesting systems.
- Surveying of existing site conditions or systems.
- Project delays and stop-starts beyond the schedule provided and assumed in the attached draft schedule.
- Travel expenses for meetings not located in Seattle.

**FEE PROPOSAL:**

Swift Company fee schedule for hourly rates for 2023 is as follows:

- Principal \$238.00
- Professional Staff #1 \$174.00
- Professional Staff #2 \$157.00
- Professional Staff / Clerical #3 \$106.00

Reimbursable expenses will be invoiced with a multiple of 1.10.

The fee for services shall be as follows:

- **TASK 3: 30% - 60% DD Phase = \$ 72,500**
- **TASK 3: 60% - 90% CD Phase = \$ 87,500**
- **TASK 3: 90% - 100% Permitting Phase = \$ 18,000**

- **FEE TOTAL = \$ 178,000**

**Reimbursable Estimate = \$ 3,350**

- Reimbursable expenses are in addition to base fee. Reimbursable include but are not limited to deliveries, travel within the Puget Sound area, printing and duplication services, and other costs of practice. The reimbursable expenses assume that Swift shall deliver digital files and print copies for phase delivery to KMB Architects.
- KMB Architects shall distribute digital sets of drawings, reports, presentation materials, and specifications to consultant team.

**SCOPE AND FEE APPROVAL**

---

Signature

Date

**Bill Valdez / KMB Architects**

November 14, 2022

Bill Valdez  
**KMB ARCHITECTS**  
906 Columbia Street SW, Suite 400  
Olympia, Washington 98501  
+1 (360) 352-8883

**CITY OF LACEY, WA**  
**POLICE DEPARTMENT**  
**LACEY, WASHINGTON**

**REQUEST FOR**  
**BASIC SERVICES**  
**R1**

Dear Bill:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the new Police facility for the City of Lacey, WA. We understand the budget for construction is \$38MM.

**SCOPE OF SERVICES**

For this project we propose the following basic service work items:

**WORK ITEM #1**

**1 Construction Cost Estimating**

- 1.1 Prepare a single opinion of probable construction cost for no more than one potential option for the proposed recommendations at the following phases of design:
  - 1.1.1 60% Design/Design Development
  - 1.1.2 90% Design/Construction Documents
- 1.2 Each opinion shall consist of no more than one section including the respective building and site work, for the option.
  - 1.2.1 No more than five alternative systems studies for each of the options.
  - 1.2.2 Cost opinions shall be presented in the Uniformat II format.
- 1.3 No in-person meetings and no site visits are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. Four 1-hr virtual meetings are included for a total of four hours.

| SUMMARY OF FEES                        |  |  |  |                  | Cost Estimating Schedule |               |
|----------------------------------------|--|--|--|------------------|--------------------------|---------------|
| Task                                   |  |  |  |                  | Start                    | Finish        |
| SD VE Reconciliation & Redesign        |  |  |  | \$ 11,500        | Dec-22                   | Dec-22        |
| Schematic Design Phase                 |  |  |  | Excluded         |                          |               |
| Design Development Phase               |  |  |  | \$ 29,600        | Feb-23                   | Feb-23        |
| Construction Document Phase            |  |  |  | \$ 34,500        | Jun-23                   | Jun-23        |
| Bidding Assistance                     |  |  |  | Excluded         |                          |               |
| Construction Administration            |  |  |  | Excluded         |                          |               |
| Reimbursable expense allowance         |  |  |  | \$ -             | Dec-22                   | Jun-23        |
| <b>TOTAL - Fixed Fee Plus Expenses</b> |  |  |  | <b>\$ 75,600</b> | <b>Dec-22</b>            | <b>Jun-23</b> |

## QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

|                                             |                                              |
|---------------------------------------------|----------------------------------------------|
| General Liability and Hired/Non-Owned Auto: | \$1,000,000 per claim; \$2,000,000 aggregate |
| Professional Liability:                     | \$1,000,000 per claim; \$2,000,000 aggregate |

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

## ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2022, these hourly rates are:

|            |          |
|------------|----------|
| Principals | \$205.00 |
|------------|----------|

Associates

\$165.00

We look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal  
**JMB CONSULTING GROUP LLC**

**Confirmation of Agreement:**

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP CoLey PD 310+410 R1



906 Columbia Street SW, Suite 400  
Olympia, Washington 98501

811 First Avenue, Suite 220  
Seattle, Washington 98104

360.352.8883  
KMB-architects.com

## Proposal Memorandum

**Date:** November 16, 2022

**To:** Ashley Smith, PE, PMP – Design & Construction Manager  
City of Lacey  
420 College Street SE  
Lacey, WA 98503

**From:** Bill Valdez, PE, DBIA – Partner

**Project:** New Lacey Police Department Facility, Training Building

**Subject:** Fee Amendment Proposal – A/E Basic Design Professional Services, 100% Design

**KMB Job No.:** 22022

**Copied to:** Project File; Paul Faul – Business Manager, Brian Berryhill, AIA – Partner, Roth Sheppard;  
John Swidecki – Capital Project Engineer, City of Lacey

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Dear Ashley Smith,

KMB architects is pleased to present this fee amendment proposal for architectural and engineering (A/E) basic design services for the New Lacey Police Department Facility project. This Professional Services proposal encompasses the scope of work from the successful completion of 30% Schematic Design through 100% Contract Documents and Permitting.

### Project Understanding

The Lacey Police Department moved into its current location in 1985. The 18,250 square foot facility has been remodeled several times, with additional space added for a new locker room. The number of law enforcement and civilian personnel working in the facility has grown considerably since 1985, and continued growth is expected to be concurrent with increases in Lacey's population and business activity. KMB architects and law enforcement specialist Roth Sheppard completed a Space Needs Assessment and Facility Master Plan study in 2020 with including a standalone training facility inclusive of a firing range.

Professional Services Agreement PW 2022-13 dated April 26, 2022 contracted the 30% Design Phase (Schematic Design), beginning with the verification of the Space Needs Program and developing a complete Schematic Design solution on the St. Martin's property immediately north of the existing Lacey City Hall and Police Department located at 420 College St SE, Lacey, WA 98503. The 30% Design Phase (Schematic Design) package was completed and presented to Lacey City Council on November 10, 2022 at a Council Work Session. The scope of the project presented at the Council Work Session and approved by City of Lacey Police Department and Public Works Department was a \$8,005,000 MACC (Maximum Allowable Construction Cost) approximately 11,300 GSF training building with a 8 lane firing range, classroom, training room, restrooms, armory gun cleaning station and range master station.

### Scope of Services

KMB architects proposes to provide design basic services per the City of Lacey Professional Services Agreement PW 2022-13 for successful completion of 30% Schematic Design through 100% Contract Documents and Permitting. The following summarizes the proposed project team:

1. Architectural Services & Project Management – KMB architects
2. Architectural Services & Interior Design – Roth Sheppard
3. Cost Estimating Services – JMB Consulting Group

4. Mechanical Engineering - BCE Engineers
5. Plumbing & Fire Protection Engineering - BCE Engineers
6. Electrical Engineering - BCE Engineers
7. Telecom and Security Electronics Engineering - BCE Engineers
8. Structural Engineering – WSP
9. Civil Engineering – KPFF Engineers
10. Landscape Architecture – Swift Company
11. Firing Range Consulting - Roth Sheppard

**Deliverables:**

The design team proposes to provide the following services and/or deliverables as part of basic services. Basic services will include scope as listed in the OFM Guidelines for Determining Architect/Engineer Fees for Public Works Building Projects (effective July 1, 2015):

- Design development package (60% overall design): drawings, specifications, cost estimating
- Permitting package (approximately 90% overall design or as negotiated with the Authority having jurisdiction): drawings, structural calculations, draft project manuals, cost estimating
- Bidding package (100% overall design): drawings, structural calculations, project manuals
- Permitting services
- Code and regulatory compliance

**Design Services:**

The design team proposes to provide the following design basic and additional services

1. Design Project Management
2. Architectural Services
3. Interior Design
4. Mechanical Engineering
5. Plumbing & Fire Protection Engineering
6. Electrical Engineering
7. Telecom and Security Electronics Engineering
8. Structural Engineering
9. Civil Engineering Specialty Consulting (including Site Circulation/Traffic Analysis)
10. Landscape Architecture
11. Security Electronics and Communications Specialty Consulting
12. Acoustical Design consultation or recommendations
13. Cost Estimating Specialty Consulting
14. Design & selection of Furniture, Fixtures, and Equipment (FFE) through reviews and making recommendations to Owner's Representative.
15. Energy Modeling (provide load calculations for the building, but not a full energy model for payback analysis or yearly energy consumption)

**Exclusions/Clarifications:**

The following items are excluded from the scope of services and this proposal, these services may be included by amendment as an additional service if requested:

1. Traffic Count and Data Collection
2. Alternative Cost Studies
3. Site Survey and Utility Locates
4. Offsite and Street Frontage Improvements
5. Energy Life Cycle Cost Analysis | ELCCA
6. Life Cycle Cost Analysis | LCCA
7. Enhanced Commissioning

8. 3rd Party Value Engineering Participation and Implementation (This process brings in a 3rd party design firm to provide value engineering recommendations to the team. This includes multiple meetings with the 3rd party VE Consultant as well as documentation)
9. LEED Certification or other Sustainability Certification/Accreditation
10. Geotechnical survey, design letter and inspections (by owner)
11. Hazardous materials determination, report, testing, or abatement (by owner)
12. Roofing & Building Enclosure consultant
13. Special studies requested by AHJ
14. Power demand metering (by owner)
15. Arborist Services (by owner)

### Project Team

The following outlines the proposed project team:

|                                                |                                                                                                  |
|------------------------------------------------|--------------------------------------------------------------------------------------------------|
| A. Principal-in-Charge:                        | Bill Valdez, PE, DBIA – Partner, KMB architects                                                  |
| B. Project Manager:                            | Bryan Beley, AIA – Associate, KMB architects                                                     |
| C. Architects and Law Enforcement Expertise:   | Brian Berryhill, AIA – Partner, Roth Sheppard<br>Tyler Joseph, AIA – Architect, Roth Sheppard    |
| D. Civic Designer:                             | Ruben Nunez – Associate, KMB architects                                                          |
| E. Structural Engineering:                     | Jason Tornquist, PE, SE – Principal, WSP                                                         |
| F. Mechanical, Electrical, and Plumbing (MEP): | Chris Caffee, PE, LEED AP – Principal, BCE Engineers<br>Ben Hedin, PE – Principal, BCE Engineers |
| G. Civil Engineering:                          | Ben Enfield, PE – Associate, KPFF Consulting Engineers                                           |
| H. Landscape Architecture:                     | Gareth Loveridge – Principal, Swift Company                                                      |
| I. Cost Estimating:                            | Jon Bayles – Principal, JMB Consulting Group                                                     |
| J. Firing Range Consultant:                    | Tyler Joseph, AIA – Architect, Roth Sheppard                                                     |

### Proposed Fee

The following represents KMB architects' requested compensation for design services starting from the successful completion of 30% Design (Schematic Design Phase) through 100% Design (Contract Documents & Permitting Phase). KMB architects used the Washington State Office of Financial Management and Department of Enterprise Services Conditions of Agreement as a initial basis for defining expectations of scope, services, and deliverables. The project team understands we will be entering into a Professional Services Agreement with the City of Lacey using the City of Lacey Standard Form of Agreement. The actual proposed fee and fee percentage breakdown provided below is based on a 11,300 GSF schedule B building (police) and is based on the project MACC of \$8,005,000.

|                                                                  |            |                   |
|------------------------------------------------------------------|------------|-------------------|
| A. Basic Design Services, 30% Design through 100% Design (8.29%) |            |                   |
| a. Architectural                                                 |            | \$ 226,723        |
| i. KMB architects                                                | \$ 90,689  |                   |
| ii. Roth Sheppard                                                | \$ 136,034 |                   |
| b. Structural Engineering (WSP)                                  |            | \$ 35,000         |
| c. Mechanical, Electrical, and Plumbing (BCE)                    |            | \$ 76,720         |
| d. <b>Basic Services Subtotal</b>                                |            | <b>\$ 338,443</b> |
| B. Additional Services, 30% Design through 100% Design           |            |                   |
| a. MEP Energy Modeling (BCE)                                     |            | \$ included       |
| b. Enhanced Low Voltage System Design (BCE)                      |            | \$ included       |

|                                                                                                               |           |                |
|---------------------------------------------------------------------------------------------------------------|-----------|----------------|
| c. Participation in Commissioning                                                                             | \$        | included       |
| d. Civil Engineering (KPFF)                                                                                   | \$        | 27,540         |
| e. Landscape Architecture (Swift)                                                                             | \$        | included       |
| f. FF&E Selection and Procurement (KMB / Roth Sheppard)                                                       | \$        | 18,500         |
| g. Cost Estimating (JMB)                                                                                      | \$        | included       |
| h. <u>Firing Range Consultant (Roth Sheppard)</u>                                                             | \$        | <u>15,000</u>  |
| <b>i. Additional Services Subtotal</b>                                                                        | <b>\$</b> | <b>61,040</b>  |
| <br>C. Services by others, not included in the Scope of Services of this proposal unless designated otherwise |           |                |
| a. Site Survey, by City                                                                                       |           |                |
| b. Tree Survey, by City                                                                                       |           |                |
| c. Additional Traffic Study & analysis beyond the January 2020 SCJ Alliance Traffic Study                     |           |                |
| d. Special studies as requested by AHJ or City of Lacey                                                       |           |                |
| <b>D. KMB architects Administrative Mark up of Consultant Services – 10%</b>                                  | <b>\$</b> | <b>30,879</b>  |
| <b>E. Design Team Direct Expenses (billed as actual cost plus 1.1 multiplier)</b>                             | <b>\$</b> | <b>0</b>       |
| (Expenses are provided under the Police Building proposal)                                                    |           |                |
| <b>F. Grand Total 30% Design through 100% Design Services</b>                                                 | <b>\$</b> | <b>430,362</b> |

#### Draft Schedule

The anticipated schedule and meeting dates for the performance of the above proposed basic design services is outlined on the attached project design schedule. All meeting dates are subject to change based on the availability of project stakeholders and design team members.

Thank you for the opportunity to provide these professional services. Please call with any questions regarding the scope of work, proposed fee, and/or draft schedule. We are very much looking forward to continuing our work with the City of Lacey and the Lacey Police Department.

Sincerely,  
KMB architects



Bill Valdez, PE, DBIA – Partner

Attachments: Draft Design Schedule  
BCE Engineers MEP Proposal  
WSP Engineering / Consulting Proposal and Professional Service Agreement  
KPFF Consulting Engineers Civil Engineering Proposal  
Swift Company Landscape Architecture Scope of Work  
JMB Consulting Group Request for Basic Services





November 14, 2022

KMB  
906 Columbia St SW Suite 400  
Olympia, WA 98501

Attn: Bill Valdez

**RE: Lacey Police Station – MEP Proposal – DD Through CD**

Dear Bill,

Thank you for the opportunity to work with you on the Lacey Police Station. It is good news that we do not have to wait for the bond to progress the design. The scope of work consists of Design for a new 46,000 sf Police Building and a 10,500 sf Training Building. The Design Scope includes Design Development (60% level) through Construction Documents (100% Bid Level). It is understood that the Construction Administration will be with a separate fee proposal.

MEP Scope Outline:

The basic mechanical scope consists of designing the HVAC, plumbing and associated control systems. Fire protection design is limited to coordinating space requirements, design of the sprinkler riser and preparation of performance specifications. The scope of the mechanical utilities work is limited to fire sprinkler service, storm, waste and domestic water within five feet of the building. All else is considered outside the scope of our work, including the design of any grease interceptors, oil/water separators and sand sediment filtration tanks.

The basic electrical scope consists of designing power, lighting (and associated controls), and low voltage systems for the Building and impacted Site. The low voltage system designs for audio visual, data network communication, intercom/paging, and similar systems are described under the extended services. We will also provide the electronic security systems design with specific input from KMB. Fire alarm design will include device layout for coordination purposes and a performance specification.

The basic services agreement covers formal submittal packages for DD, permit and 100% CD. Any additional formal submittals will be considered outside the basic scope of work and additional compensation will be negotiated at that time. Informal coordination PDF sets can be provided at any time upon request.

Revit (3D) effort for this project is included within the basic services fee structure. We will limit Revit model updates to a maximum of once every two weeks throughout the design process. Any requirements to support greater design elements per submittal than required by the B101 guideline or a requirement to support increased model updates may result in additional fees beyond basic services. Please note that we will not be able to accommodate model updates that occur less than (1) week before major deadlines. If changes are substantial, we may require more than (1) week to properly update the backgrounds, review the changes, and update the design.

As part of the bidding phase, BCE will issue drawing updates in lieu of addendum verbiage as necessary.

We propose to perform the above listed basic services as follows:

SD Cost Estimate using 46,328 sf building (\$172.9/sf \*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$10,521,357 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

The breakout of the fees for DD, CD, and permitting phases are as follows:

DD Phase  
CD Phase  
Permitting Phase

\$253,042.80  
\$126,521.40  
\$42,173.80

DD = \$143,837  
CD&Permitting = \$191,783  
Total = \$335,620

#### MEP Alternate Designs

**Alternate 1:** Hydronic HVAC System. In lieu of a VAV system with DX Heat pump condensers and electric reheat, Alternate 1 is to provide an upgraded design for a VAV system that utilized hydronic reheat and heat pump chiller for heating and cooling hydronic water. This alternative can achieve the “More Efficient HVAC” credit in C406 which will allow the envelope of the building to be standard per code instead of enhanced levels.

It is assumed that Hydronic HVAC System will not be used on the Lacey Police Department Building

**Alternate 2:** Range+Training Building Cold Dark Shell. The Training building is a separate building from the main police building. This alternate is to design the minimum MEP systems for the shell of the building. This building will be designed at the same time as police building, but will be presented as a separate bid package. WSEC C406 planning for the future TI is included. WSEC TSPR is assumed not required for a heat only shell building.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$173,725\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$228,189 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2a:** Firing Range TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the firing range within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$312,417\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$410,363 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2b:** Classroom TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the classroom within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$217,689\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$285,937 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

49%  
DD/CD+Permitting

**Alternate 2c:** Training TI within Shell. The Training building is a separate building from the main police building. This alternate is to design the MEP systems for the Training portion within the building. This building will be designed at the same time as police building, but will be presented as a separate bid package.

We propose to perform the level of design effort based on the SD Cost Estimate as follows:

SD Cost Estimate (\$206,376\*Design Contingency (10%)\*Escalation Contingency (10.34%)\*General Conditions (8.22%) = \$271,077 MEP Construction Costs) x 6.51% (from State Fee Schedule for \$38M MACC, Schedule B) \*71%

MEP Expanded Services:

Alt 2:  
DD = \$32,880  
CD&Permitting = \$43,840  
Total = \$76,719

49%  
DD/CD+Permitting

**Whole Building Energy Modeling** is included as an optional expanded service. This Energy Modeling will expand on the Shoebox model developed during predesign. A detailed energy model will be provided that includes the building envelope level studies, mechanical systems, and lighting. We will provide up to five (5) parametric envelope models to optimize insulation vs selected mechanical systems.

We propose a fixed fee of \$6,500 to perform the final Energy Modeling necessary for the final documents.

**Low voltage systems:**

1. Telecommunication design includes cable television/data/voice outlet layouts, data network design, riser diagrams, telecommunication room elevations, utility coordination, interdisciplinary coordination, specifications and narratives. Enhanced design continuing the initial meeting during Pre-design and SD, detailing and owner coordination is required to ensure the proper set of systems is installed. It is anticipated that the owner will furnish and install network switches, servers, rack-mounted UPS systems and similar active electronics.
2. Electronic Security System design includes intrusion alarm, access control and CCTV systems. Enhanced design continuing the initial meeting during Pre-design and SD, detailing and owner coordination is required to ensure the proper layout and quantities of devices are provided.
3. Audio Visual design includes locating A-V devices such as monitors, speakers, amplifiers, system inputs, and similar equipment on the plans. Detailing and selecting equipment for typical systems (i.e. video teleconferencing equipment for conference rooms, information displays in lobbies, teaching walls in training rooms, and televisions in break rooms) is also included. In-depth coordination with the owner, architect and interior designer will be provided.

We propose to perform the above low voltage systems designs for a fixed fee of \$11,900.

**Emergency Operations Center (EOC):**

Enhanced coordination efforts need to occur to plan and coordinate specific requirements with the Owner on their EOC. The requirements may include enhanced A/V requirements, advanced data and communications systems with UPS, secure entry systems, redundant or separate HVAC system from the main building, backup power generation requirements, etc. It is anticipated that several meetings requiring multiple disciplines attending to determine the requirements as well as separate research of uncommon systems.

We propose to perform the above enhanced design effort for a fixed fee of \$16,100.

Exclusions:

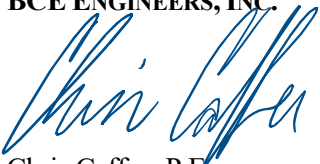
- Street Lighting Design
- Formal Value Engineering and Constructability reviews and meetings.
- Conformed drafting
- Construction administration support (can be provided under a separate cover)
- Mechanical design outside of the building perimeter
- Detailed Fire Alarm or Fire Sprinkler design (assumed to be Bidder-Designed based on criteria docs)

- REVIT Model updates within 1 week of an official design submittal.
- Grease interceptor, Oil/ Water separator, or solids interceptor design.
- Commissioning services (can be provided under a separate cover)
- Detailed Cost Estimating (review of MEP estimates by others is included)
- Acoustic evaluation of mechanical and electrical systems.
- Seismic bracing calculations and drawings.
- Smoke Control Engineering
- GCCM Process
- LEED or similar sustainability documentation

Thank you for the opportunity to provide our design services for this project. Please review the information and if you have any questions or need further information, please feel free to give me a call.

Sincerely,

**BCE ENGINEERS, INC.**



Chris Caffee, P.E.  
Principal



November 14, 2022

Mr. Bill Valdez, PE, DBIA  
Partner  
KMB Architects  
906 Columba Street SW  
Suite 400  
Olympia, WA 98501

Re: City of Lacey Police Department  
30 to 100% Design Phase Proposal  
WSP Proposal No. 202211806

Dear Mr. Valdez:

We are pleased to submit the following proposal for professional structural engineering services on the Lacey Police Station project.

## **I. SCOPE AND DESCRIPTION**

### **A. PROJECT DESCRIPTION**

1. The project is the continuation of the 30% design package prepared by our team under separate proposal.
2. The Maximum Allowable Construction Cost of the project is assumed to be \$37.8MM.
3. The project includes:
  - a. Base services: a new police station facility. The design of the facility is reflected in the 30% design package prepared by KMB Architects, with the assumption that proposed cost reduction measures will be adopted to meet the noted MACC.
  - b. Design add alternate: a new 10,600 GSF training facility, scoped as follows:
    - a. Alternate 2: Range + Training Building Cold Dark Shell
    - b. Alternate 2a: Firing Range Tenant Improvement
    - c. Alternate 2b: Classroom Tenant Improvement
    - d. Alternate 2c: Training Space Tenant Improvement

## **B. AREAS OF SERVICES**

We propose to provide structural engineering services for this project.

## **C. ASSUMPTIONS**

1. Design phases included under this proposal include:
  - a. Design Development Phase: 30% – 60% Design
  - b. Construction Documents Phase: 60% - 90% Design
  - c. Permitting Phase: 90% - 100% Design
  - d. Final deliverables would include 100% Construction and Permit documents submitted and complete with permits obtained.
2. Participation in weekly design meetings as well as review meetings around key milestones (60%, 90%, permit submittal, and IFC submittal) will be required. Meetings will primarily be conducted virtually, with in-person meetings assumed for key milestones.
3. Participation in a single round of value analysis or value engineering review may be required and is included in this proposal.
4. Participation in a single round of constructability review may be required and is included in this proposal.
5. Design of non-structural cladding support systems (metal stud, etc) will be performance specification only; full design will be a delegated design submittal by others.
6. Support and bracing of MEP equipment and systems will be a delegated design submittal by others. Accordingly, design for these items is not included in this proposal.
7. Proposed scope includes design of outdoor equipment enclosures (generators and similar equipment), site retaining walls (maximum retained height less than or equal to 8'), screen walls, security walls, and associated foundations. Additionally, foundations for security fencing are included.
8. We assume participation by one consistent project team (contractor, engineers, architects and owner/project manager) throughout the project. If project team firms change significantly during the life of the project leading to significantly more coordination, WSP's fees are subject to change.
9. For Tenant Improvement phases or alternates, information regarding tenant/user equipment will be provided to WSP by the tenant and/or architect, suitable for our use in design. This includes cut sheets and/or specifications for all equipment.
10. Drawings will be prepared on Revit backgrounds (model) provided to WSP by the Architect.
11. WSP drawings will be prepared in Revit. Revit will be used as a modeling tool to help with coordination. Our deliverables, however, will be 2D drawings. Fully coordinated three-

dimensional “clash free” integration of all trades services is the responsibility of the contractor and responsible subcontractors as part of completing implementation/shop drawings.

12. Notwithstanding the BIM Revit model, the contract documents will be the two-dimensional hard paper copies of drawings and specifications. Subject to the appropriate contractual language and indemnification, the BIM Revit design model electronic file may be provided to the Contractor for his convenience and use at his sole risk.
13. Architectural Revit models will be provided to WSP for our use, with consultant views identified for our use as backgrounds.
14. The Revit model for structural systems will commence at the start of the design development phase. The level of detail provided for the structural systems shall be as defined in AIA Document E202-2008 Model Element Table for Construction Documents, LOD 300. The embedded content in the design elements shall be at the discretion of WSP.

## **II. BASIC SERVICES**

WSP will provide professional services in accordance with the provisions of the AIA C401-2007 Standard Form of Agreement. Services provided include:

### **A. DESIGN DEVELOPMENT**

1. Prepare calculations for structural system sizing and design.
2. Provide up-to-date approximate sizes and space requirements for new structure to be used in coordination with other disciplines.
3. Prepare design development plans in the consultant’s standard format and level of detail.
4. Prepare outline specifications in the consultant’s standard format and level of detail.
5. Attend review meetings (as noted previously) with architect and owner during the Design Development phase to work through coordination and design detail items.
6. Participate in a single round of VE and constructability review with Architect and owner as required.

### **B. CONSTRUCTION DOCUMENTS AND PERMITTING**

1. Finalize all final framing and detailing for structural systems coordinated with Architectural and other consultant documents.
2. Prepare construction documents, in the consultant’s standard format and level of detail, suitable for obtaining a building permit in accordance with the local building department and/or governing authority.
3. Provide final Structural calculation set as required for permit submission.
4. Prepare specifications in the consultant’s standard format and level of detail.

5. Respond to plan check corrections as required to assist in obtaining plan check approval.

**C. BIDDING PHASE**

1. Not included in this proposal. Construction Administration can be provided under separate proposal, if required.

**D. CONSTRUCTION ADMINISTRATION**

2. Not included in this proposal. Construction Administration can be provided under separate proposal, if required.

**III. ADDITIONAL CONSULTING SERVICES**

The following items are not included in the Basic Services as defined in Section II above and are considered as additional services if requested by the Owner or Architect. Such additional services are priced separately and could include the following items:

- A. Additional services caused by project schedule delays or interruption.
- B. Additional services caused by Contractor errors or default in executing the construction project in a proper or timely fashion.
- C. Services resulting from significant changes in the scope of the project's features. The building department submittal documents are considered final design documents. Design changes after submittal to the building department are not included in this proposal. Minor revisions as required due to the normal evolution of the project are included.
- D. Early foundation package separate from the construction document packages.
- E. Early superstructure package separate from the construction document packages.
- F. Enhanced steel detailing or shop drawing services.
- G. Opinions of probable cost.



## COMPENSATION

### A. BASIC SERVICES

Compensation for the services identified in Section I – Scope and Description shall be based upon the following fixed fees:

- Base Services (Police Station Building):
  - **Total fee = \$170,000**
  - Design Development Phase = \$65,000
  - Construction Document Phase = \$100,000
  - Permitting Phase = \$5,000
- Alternate 2: Range + Training Building Cold Dark Shell
  - **Total fee = \$24,000**
  - Design Development Phase = \$9,000
  - Construction Document Phase = \$14,000
  - Permitting Phase = \$1,000
- Alternate 2a: Firing Range Tenant Improvement
  - Total fee = \$3,000
- Alternate 2b: Classroom Tenant Improvement
  - Total fee = \$4,000
- Alternate 2c: Training Space Tenant Improvement
  - Total fee = 4,000
- TI fees are assumed to be part of Construction Documents and Permitting phases.

### B. ADDITIONAL SERVICES

Additional services (either listed above or to be completed at the Architect's direction) are to be compensated on a time and materials basis per the attached hourly rate schedule. WSP requires written authorization prior to commencement of work.

### C. REIMBURSABLE EXPENSES

Reimbursable expenses will be billed monthly at cost plus a ten percent (10%) handling charge. Reimbursable expenses include:

- Messenger, postage, and air courier charges
- Copying, plotting and printing (billed in accordance with our standard rate schedule)
- Vehicle mileage for local site visits

As this project is local to the greater Seattle area, we anticipate that total reimbursables will not exceed \$1,000.

### D. COPYING, PLOTTING AND PRINTING STANDARD RATE SCHEDULE

In-house copying, scanning, plotting and printing in association with this project will be invoiced according to the following rate schedule:



| Item                                                                      | Rate         |
|---------------------------------------------------------------------------|--------------|
| Black & White Bond Plots (half scale)                                     | \$4.00 each  |
| Color Bond Plots                                                          | \$35.00 each |
| Printing/ Photocopying Small Format (i.e. 8.5x11 and 11x17) Black & White | \$0.16 each  |
| Printing/ Photocopying Small Format (i.e. 8.5x11 and 11x17) Color         | \$1.75 each  |

#### **E. PAYMENT**

WSP's policy requires monthly payments for professional services and expenses in proportion to the progress of our work. Delinquent accounts may be turned over to a third party for collection and a reasonable cost of collection added to the invoice.

#### **IV. SCHEDULE**

Per direction from KMB Architects, the proposed project schedule is as follows:

- Notice to Proceed: December 2, 2022
- 60% Design Phase Completion: February 23, 2023
- 90% Design Phase Completion: June 1, 2023
- 100% Design Phase Completion: August 24, 2023

The fees noted in this proposal will remain valid for acceptance for up to sixty (60) days from the date of this proposal.

Delays or interruptions of the project schedule are subject to an adjustment of fee.

#### **V. STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions attached to this proposal are incorporated in, and made a part of, this work authorization and any contract made between the parties relating to this work.

This proposal represents our understanding regarding the project and supersedes all prior negotiations, representation, or agreements (written or oral). Confirmation of this proposal is based on the review of your prime agreement. Any amendments shall be made in writing and signed by both parties.

Trusting this meets with your approval, please sign and return one copy to our office authorizing us to proceed. Work will begin upon receipt of your authorization.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project.



Bill Valdez – KMB Architects  
November 15, 2022  
Lacey PD  
WSP Proposal No. 202211806

Very truly yours,  
WSP USA Buildings, Inc.

A handwritten signature in blue ink, appearing to read 'J. P. Tornquist', written over a horizontal line.

Jason Tornquist, PE, SE  
Business Line Leader – Property and Buildings

**AUTHORIZED BY:**

KMB Architects

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Signature

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Printed Name

---

Title

---

Date

cc: Bryan Beley (KMB Architects)  
WSP Contract File



## Seattle Hourly Rates 2022

|                          |        |
|--------------------------|--------|
| PRESIDENT                | \$ 400 |
| EXECUTIVE VICE PRESIDENT | \$ 400 |
| SENIOR VICE PRESIDENT    | \$ 300 |
| VICE PRESIDENT           | \$ 225 |
| SENIOR ASSOCIATE         | \$ 180 |
| ASSOCIATE                | \$ 160 |
| SENIOR ENGINEER          | \$ 155 |
| ENGINEER                 | \$ 130 |
| CAD MANAGER              | \$ 125 |
| DESIGN ENGINEER          | \$ 110 |
| DESIGNER                 | \$ 95  |
| CAD OPERATOR             | \$ 95  |
| ADMINISTRATION           | \$ 85  |

NOTE: Rates are subject to annual adjustment.



## STANDARD TERMS AND CONDITIONS

The following “Standard Terms and Conditions” shall apply to all of “the Services” carried out by WSP USA BUILDINGS INC. (“Company”), on behalf of Cascades Tissue Group (“the Client”) as of September 23, 2022. They shall constitute the sole contract between the Company and the Client until such time that they are replaced by a written, agreed, signed, and subsequent “Master Services Agreement.”

### 1) DEFINITIONS

- a) “The Services” shall mean the scope of services, duties, and activities provided by the Company to the Client as defined in the attached proposal.
- b) The “Agreement” refers to these Standard Terms and Conditions subject to this document.

### 2) AGREEMENT

The Agreement is between the Client and the Company.

- a) The Client hereby confirms that it is entering into this Agreement wholly on its own behalf and not on behalf of or for the benefit of any other party, and agrees that in the event of any claim for breach of contract arising out of or in connection with this Agreement it shall be entitled to recover from the Company only the losses, if any, it has itself suffered.
- b) The Company shall in the performance of the Services (as defined in the proposal letter) exercise and will continue to exercise the reasonable skill, care, and diligence to be expected of a properly qualified and competent consultant experienced in the provision of such services as in effect at the time and location where the Services are performed. NO OTHER REPRESENTATIONS TO CLIENT EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEE IS INCLUDED OR INTENDED IN THIS AGREEMENT OR ANY REPORT, OPINION DOCUMENT OR OTHERWISE.
- c) The Company shall not be required to sign any documents, no matter by whom requested, that would result in the Company having to certify, guarantee or warrant the existence of conditions whose existence the Company cannot ascertain. The Client also agrees not to make resolution of any dispute with the Company or payment of any amount due to the Company in any way contingent upon the Company’s signing any such certification.
- d) The Services shall be provided by the Company for the sole benefit and use of the Client unless otherwise agreed in writing by the parties. Unless otherwise agreed in writing by the parties, no person other than the Client may rely on any report or other communication made in writing or otherwise by the Company in relation to the Services.
- e) The Company has no responsibility for hazardous or toxic substances or other waste materials found or identified as part of the services and the Company shall have no responsibility for the removal, treatment, storage, transport or disposal of these materials unless specifically agreed in writing with the Client. In any event, the Company shall utilize only the licensed or permitted treatment, storage, or disposal facility or facilities designated by Client.
- f) The information contained in the proposal is provided in confidence and regarded as commercially sensitive and confidential; in particular, rates, fees, personal information and other information deemed by the Company to be



commercially sensitive should not be released by the Client to any other party without the Company's prior written consent.

- g)** The Client acknowledges and agrees that the Services may be performed in whole or in part by subcontractors selected by the Company in its reasonable discretion. The Company will name Client as a third party beneficiary of all subcontracts entered into the performance of work under this Agreement unless the Client authorizes otherwise in writing.
- h)** Client agrees that the Company is not responsible for damages arising directly or indirectly from any delays for failure of performance by Client or Client's contractors or consultants or discovery of any previously undisclosed hazardous substances or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the Company to perform its services in an orderly and efficient manner, the Company shall be entitled to a reasonable adjustment in schedule and compensation.

### 3) COMPENSATION

- a) Compensation.** In consideration of the performance of the Services, the Client shall pay to the Company the fees stated in the proposal.
- b) Additional Services.** If the Company is required by the Client to provide additional services outside the scope and nature of the Services set out in the proposal letter, the Client shall make payment according to the hourly rates and sums set out in the proposal letter.
- c) Termination.** In the event that the Client requests the Services to be aborted, the Client shall pay to the Company the fees commensurate with the work completed by the Company. For the avoidance of doubt, the fees will include the preparation of reports or other deliverable items actually carried out whether or not the Client requires them to be issued.
- d) Currency.** All monies due to the Company shall be paid in US \$ (dollars) unless specifically detailed otherwise.
- e) Invoices.** Payment is due on the date of each invoice rendered and accounts must be settled in full within 30 days of the date of the invoice. Invoices past due more than 10 days will be assessed at an interest rate based on one percent (1%) per month or the highest applicable rate permitted by law, whichever is less. Notice of any dispute concerning an invoice must be provided in writing within 14 days of receipt of the invoice or the invoice is deemed to be correct and the full sum according to the invoice is due to the Company.
- f)** In the event that the Client fails to pay when due any invoice delivered to it by the Company, Company shall thereupon have a lien upon all of the drawings, specifications, plans, documents or other materials or writings prepared by the Company, or at its direction, and then in its possession, and shall be entitled to withhold all such materials from the Client until such time as payment in full of the invoice is made. This lien shall be in addition to, and not in lieu of, any rights or remedies which the Company may have under the Agreement, or at law, equity or otherwise.

### 4) ACCESS TO INFORMATION

Before the commencement of Services and continuing thereafter, the Client shall immediately notify the Company of any known potential or possible health or safety hazards existing on or near the project site on which Services are to be, or are being, performed by Company or its subcontractors, with particular reference to hazardous substances or conditions. The Client shall furnish at the Client's expense all information, requirements, reports, data, surveys and instructions required by this Agreement. The Company may use such information, requirements, reports, data, surveys, and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof. The Company shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's consultants and contractors.

### 5) LIMITATION OF LIABILITY

Client agrees that to the fullest extent permitted by law, the Company's total liability to client and third parties for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to this agreement from any



cause or causes, including but not limited to the Company's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed and shall be limited to the lesser of total compensation paid to and retained by the Company for services pursuant to this agreement or the amount of the Company's insurance provided pursuant to this Agreement. The Company shall not be liable for any for lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages incurred by the Client.

The Company's liability for any claims shall be further limited to such sum as it would be just and equitable for the Company to pay having regard to the extent of the Company's responsibility for the loss or damage suffered as a result of each claim or series of claims in question ("the loss and damage") and on the assumption that:

- a) all other Consultants and all Contractors shall have provided contractual undertakings on terms no less onerous than those applying to the Company in respect of the carrying out of their obligations, and
- b) there are no exclusions of or limitations of liability nor joint insurance or co-insurance provisions between the Client and any other party referred to in this clause, and any other party who is responsible to any extent, for the loss and damage that is contractually liable to the Client, and
- c) all other Consultants and all Contractors have paid, or agreed to pay, to the Client, such proportion of the loss and damage which it would be just and equitable for them to pay having regard to the extent of their responsibility for the loss and damage.

Client hereby acknowledges, understands and agrees that: (1) there are risks inherent to building investigation, analysis, management, and remediation, many of which cannot be ascertained or anticipated prior to or during the course of the Services; (2) due to the inherently limited nature and amount of data resulting from building investigation methods, complete analysis of conditions is not always possible, and, therefore, conditions frequently vary from those anticipated earlier; and (3) technology, methods, accepted professional standards as well as law and policy, are undefined and/or constantly changing and evolving. In light of all of the foregoing and the Company's lack of responsibility for creating the conditions requiring the Services, as a material inducement to and consideration for the Company's agreement to perform the Services on the terms and at the price stated herein CLIENT SPECIFICALLY AGREES THAT THE COMPANY'S LIABILITY SHALL BE STRICTLY LIMITED AS AND TO THOSE CAUSES AND AMOUNTS PROVIDED ABOVE.

## 6) TERMINATION

Failure of the Client to make payments to Company in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due the Company for services and expenses, the Company may, upon seven (7) days' written notice to the Client, suspend performance of services under this agreement. unless payment in full is received by the Company within seven (7) days of the date of the notice, the suspension shall take effect without further notice. in the event of a suspension of services the Company shall have no liability to the client for delay or damage caused to the client because of such suspension of services.

## 7) INDEMNIFICATION

The Client shall indemnify the Company and its principals, officers and employees against any liability, claim or expense (including payment of attorneys' fees and disbursements as incurred) in connection with actions, proceedings or claims by any person or entity for monetary losses (and, to the extent permitted by law, property damages and personal injuries) alleged to have occurred in connection with the performance of the Services, unless the sole cause for all such losses, damage or injuries was negligence by the Company. The foregoing shall not affect any rights of the Company to contribution or indemnification from Client. In addition, the Client hereby agrees that the Company, its principals, officers, agents and consultants are hereby released of and from any and all liability or responsibility (i) for the investigation, examination, testing, sampling or other review of any asbestos-containing materials which may be located in or about the project, (ii) for any work undertaken with respect to the removal, encapsulation or other treatment of any such asbestos-containing materials within the project, or (iii) for compliance with any laws, orders, rules or regulations imposed by any federal, state, city or other governmental entity, agency or



instrumentality, except to the extent that the Company has expressly agreed in this agreement to undertake responsibility thereof. The Client does hereby agree to indemnify and hold harmless WSP from and against any and all liability, fines, suits, damages, losses, demands, costs and expenses of any kind or nature whatsoever incurred in connection with any claim or proceeding brought against the Company by any party and in any way related to any aspect of items (i), (ii) or (iii) of the immediately preceding sentence. Indemnification shall include the defense of any claims, suits, demands or fines arising therefrom, by counsel approved by the Company in writing that may be brought by the Client or by any third party. The foregoing provisions hereof shall survive the expiration or earlier termination of this agreement.

Client shall cause any and all Contractors, Subcontractors, Material Suppliers and other entities or persons (hereinafter "Contractor") actually responsible for construction to indemnify WSP to the extent permitted by law against risk which are not normally borne by the engineering profession in the form of AIA Document A-201 - General Conditions of the Contract for Construction (1987 Edition), Section 3.18. Client shall also cause Contractor to name WSP as an additional insured on Contractor's Comprehensive General Liability policy.

## **8) CERTAIN LIMITATIONS ON RESPONSIBILITY**

The Company does not assume responsibility for construction means, methods, techniques, sequence or procedures, or for safety precautions and programs in connection with the work. The Company does not assume responsibility for the contractors' failure to carry out the work in accordance with the contract requirements or for stopping the work in the event of such failure. The Company's review of the contractors' performance is not intended to include review of the adequacy of safety measures, in, on or near the construction site. The Company is responsible for its design and reports only and is not liable for unsatisfactory performance of the any other systems resulting from code constraints, improper installation, operation and maintenance.

## **9) DISPUTE RESOLUTION**

Any controversy or claim arising out of or relating to this Agreement or the provision of the Services shall be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

## **10) OWNERSHIP**

All intellectual property rights and copyright associated with the Company's services shall remain vested in and the property of the Company. A specific license for use may be granted by the Company. Any such license will be strictly limited to issues associated with the Services. The Company will not accept any liability whatsoever for any use of the materials to which the license is granted for any purpose other than the original intent. In the event that the Client is in default of payment of monies due to the Company, such license is agreed by the parties to be immediately withdrawn and revoked. All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by the Company as instruments of service shall remain the property of the Company. The Company shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto.

## **11) CLIENT'S DUTIES**

- a)** The Client shall procure access for the Company to the property or properties in respect of which the Services are to be performed.
- b)** The Client shall supply to the Company without charge and within reasonable time all necessary and relevant data and information in the possession of the Client or known to him and shall give such assistance as shall reasonably be required by the Company in the performance of the Services.
- c)** Where relevant to the Services, the Client shall give the Company adequate notice of any danger or hazard which might cause death or injury to their employees and of which the Client ought reasonably to be aware.



- d) Where relevant to the Services, the Client shall provide to the Company, prior to any intrusive investigations, full details concerning the presence and location of any underground or otherwise located services. If such details are unavailable, the Company will take reasonable precautions to identify such services including the use of specialist equipment. The Client agrees to reimburse the Company for the reasonable cost of any such precautions. Where no or insufficient information has been provided or is available, the Client agrees to indemnify the Company against any and all resulting losses or costs.

## **12)BUDGETARY ESTIMATIONS**

Unless specifically stated to the contrary, any budgetary opinion or estimate offered by the Company, exclusive of written proposals signed by authorized representatives of the Company, is to be regarded by the Client as broad guidance only. The Company is not liable for any deviation from such budgetary opinions or estimates whatsoever.

## **13)NO THIRD-PARTY RIGHTS**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Company. Any report issued by the Company is solely for the benefit of the Client for the purposes set out in the report and should not be relied on by third parties, or relied on for any other purpose, without the express written consent of the Company. The Company shall have no liability whatsoever to a person who is not a party to the Agreement, unless otherwise agreed in writing.

If requested by the Client, the Company will consider the provision of reliance letters to third parties in a form to be agreed by the Company. In relation to property transactions the provision of such agreements will normally be limited to a lender, a first purchaser and a first tenant, and will be provided on no more than two occasions. Additional fees may be payable for the provision of this service.

## **14)REPORTING OBLIGATIONS**

In states where there is a legal obligation for a licensed professional (employed by the Company) or the Company to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, the Company shall first notify the Client and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

## **15)SEVERABILITY**

If any term or condition of this Agreement is for any reason held to be illegal, invalid, ineffective, inoperable, or otherwise unenforceable by law, it shall be severed and deemed to be deleted from this Agreement and the validity and enforceability of the remainder of this Agreement shall not be affected or impaired thereby.



## **16)PERSONAL LIABILITY**

Notwithstanding anything to the contrary contained in any other provision of this Agreement, the Company's partners, members, agents, directors, officers and/or employees shall have no personal liability whatsoever arising out of or in connection with this Agreement or the performance of the Services hereunder.

## **17)HEADINGS**

The headings or captions within this Agreement shall be deemed set forth in the manner presented for the purposes of reference only and shall not control or otherwise affect the information set forth therein or interpretation thereof.

## **18)MODIFICATION**

This Agreement may be modified or amended only by a written instrument signed by an authorized agent of each party.

## **19)AUTHORITY**

Each individual and entity executing this Agreement hereby represents that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she, or it is executing this Agreement to the terms and provisions hereof, and that such entity has authorized the execution of this Agreement as necessary to bind such entity to the terms and provisions hereof.

## **20)GOVERNING LAW**

This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts.

## **21)BUSINESS INTEGRITY**

The Company values innovation, unity and trust. We are passionate about our work and care about how we conduct ourselves with all individuals and corporations we interact with. Simply put, this is how we get things done. Our Company's reputation depends on our ability to achieve our core values and to conduct our business ethically. To be clear, we do not, and will not, compromise on compliance with the law or on our business-conduct standards. We simply will not tolerate unethical behavior.

As your professional services provider, we undertake to follow your business integrity rules. This being said, we also invite you to review our Code of Conduct and underlying policies. These guidelines are the Company's standard for maintaining a legally-compliant and ethical workplace. They are available through our website at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/Corporate-Policies/Code-of-Conduct-and-Policies/>. If you have any questions about our guidelines, please contact one of the local representatives identified on our website.

For situations which pertain to irregularities inconsistent with our guidelines, please report to our independent whistleblowing provider, Expolink. This service is available 24 hours a day, 7 days a week. Information as to numbers and e-mail where to contact the service provider can be found at: <http://www.wsp-pb.com/en/Who-we-are/Corporate-Governance/whistleblowing-service/>. All calls and e-mails are confidential and you can remain anonymous, should you request.



## **22)ACCEPTANCE OF AGREEMENT**

If upon submission of this Agreement to the Client, the Client fails to return a signed copy to the Company and knowingly allows the Company to proceed with the Services, such Services shall be deemed performed pursuant to the Agreement and these Terms and Conditions shall be binding the same as if the Agreement were fully executed.

By receipt and in the absence of a written declaration to the contrary, these initial “Standard Terms and Conditions” are accepted by the Client and deemed to constitute a contract between the Client and the Company for the delivery of the Services and shall be binding the same as if the Agreement were fully executed.

Revised: February 2021



November 14, 2022

Mr. William J. Valdez, PE, Partner  
KMB Architects  
906 Columbia Street SW, Suite 400  
Olympia, WA 98501

Subject: City of Lacey Police Department New Facility  
Civil Engineering Proposal – 30% to 100% Design

Dear Bill:

KPFF is pleased to provide you with the following scope of work to continue assisting the KMB team with the City of Lacey Police Department project. This proposal is provided for civil engineering services including 30%-60% Design, 60%-90% Design, and 90%-100% Permitting. This proposal builds upon the previous 30% Schematic Design services which included Task 1. This proposal has been prepared based on the scope of work from the schematic design phase and your email dated 11-8-2022 with responsibility, schedule, and scope information.

## **SCOPE OF WORK**

### ***TASK 1 – CIVIL ENGINEERING THROUGH 30% PHASE***

Previously contracted work.

### ***TASK 2 – CIVIL ENGINEERING FOR 30% - 60% DESIGN***

- 2.1. Coordinate with the Design Team and City throughout this phase.
  - Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 2.2. Attend the following stakeholder meetings (total time assumed at 3 hours per meeting):
  - 60% Design Meeting #1 – Budget Confirmation, Plan Updates
  - 60% Design Meeting #2 – Constructability & Logistics, Refinement of OPR's.
  - 60% Design Meeting #3 – Final Plans, Materials, Eng. Systems Load Calcs.
  - 60% Design Meeting #4 – Final Review.
- 2.3. Prepare 60% Design Plans
  - 60% Temporary Erosion and Sediment Control Plans.
  - 60% Water Improvement Plans.
  - 60% Sewer Improvement Plans (Onsite and Offsite)

- 60% Storm Drainage Improvement Plans.
  - 60% Site Grading Plans.
  - 60% Paving Plans.
  - 60% Site Parking and Vehicle Circulation plan (provide QC of plan layout by others).
- 2.4. Prepare 60% Civil Technical Specifications.
  - 2.5. Prepare Preliminary Sewer Lift Station Report.
  - 2.6. Prepare Preliminary Storm Drainage Report.
  - 2.7. Prepare final 60% Civil documents per 60% review comments from Stakeholder and design team review and comments.

***TASK 3 – CIVIL ENGINEERING FOR 60%-90% DESIGN***

- 3.1 Coordinate with the Design Team and City throughout this phase.
  - Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 3.2 Attend the following stakeholder meetings (total time assumed at 3 hours per meeting):
  - 90% Design Meeting #1.
  - 90% Design Meeting #2 – Mid-CD Review.
  - 90% Design Meeting #3 – 90% Permit Set & Updated Costs Presented.
- 3.3 Prepare 90% Design Plans.
  - 90% Temporary Erosion and Sediment Control Plans.
  - 90% Water Improvement Plans and details.
  - 90% Sewer Improvement Plans and details (Onsite and Offsite)
  - 90% Storm Drainage Improvement Plans and details.
  - 90% Site Grading Plans and details.
  - 90% Site Paving Plans.
- 3.4 Prepare 90% Civil Technical Specifications.
- 3.5 Prepare Final Sewer Lift Station Report.
- 3.6 Prepare Final Storm Drainage Report.
- 3.7 Prepare Stormwater Pollution Prevention Plan (SWPPP).
- 3.8 Prepare Storm Drainage System Operations and Maintenance Manual.

***TASK 4 – CIVIL ENGINEERING FOR 90%-100% DESIGN***

- 4.1 Coordinate with the Design Team and City throughout this phase.
  - Coordination via email, phone, and video conferencing is assumed for discipline coordination, project scheduling, and scope coordination.
- 4.2 Assist with permit applications and permit document submittal.
- 4.3 Revise civil documents per building permit initial review comments.
- 4.4 Revise civil documents per City building permit final review comments and prepare 100% bid documents.

***ASSUMPTIONS/EXCLUSIONS***

In addition to any assumptions previously made in this proposal, the following assumptions have been made in preparation of this scope of work:

- 1. Any scope of work requested or required that is not specifically identified in one of the tasks above may be considered an additional service. Prior to completing any such work, KPFF will discuss with you the need and impact on the scope and fee.
- 2. All assumptions included with the Schematic Design task contract are applicable.
- 3. We understand that Swift Company will develop site parking and site vehicle layout plans. KPFF assumes we will assist KMB with the QC of these plans for vehicle movements.
- 4. KPFF will not providing cost estimating. All cost estimating will be provided by other design team members.
- 5. Deliverables will be provided to KMB in electronic PDF format. KPFF will not need to provide paper copies of deliverables.
- 6. It is assumed that the site plan layout will not substantially change after the 30% deliverable.
- 7. It is assumed that technical specifications will be provided by KPFF to KMB for insertion into the project manual. KPFF can provide word documents and/or PDF's.
- 8. The following services will be provided by others:
  - Fire Sprinkler Design.
  - Geotechnical Engineering and Testing.
  - Retaining Wall Design.
  - Site Lighting.
  - Traffic Signal and Intersection Design.
  - Electrical Engineering (including for Sewer Pump Stations).

**FEES**

We propose to provide the above services for a lump-sum fee in accordance with the terms and conditions of the Master Agreement between KPFF and KMB dated January 2, 2020.

|                                                       | <b>Main Building<br/>and Site</b> | <b>Training<br/>Facility</b> |
|-------------------------------------------------------|-----------------------------------|------------------------------|
| Task 2 – Civil 30%-60% Design (Design Development)    | \$69,920                          | \$9,870                      |
| Task 3 – Civil 60%-90% Design (Construction Document) | \$83,890                          | \$13,540                     |
| Task 4 – Civil 90%-100% Design (Permitting)           | \$15,690                          | \$4,130                      |
| <b>Sub Totals</b>                                     | <b>\$169,500</b>                  | <b>\$27,540</b>              |
| <b>Combined Total</b>                                 | <b>\$197,040</b>                  |                              |

We appreciate the opportunity to work with you on this project. Please provide a task order contract for signature upon your review and approval. If you have any questions concerning this proposal, please feel free to call me at (360) 292-7230 or email [ben.enfield@kpff.com](mailto:ben.enfield@kpff.com).

Sincerely,



Ben Enfield, PE  
Civil Engineer / Associate

BEE

Enclosure

65400

November 14, 2022

Bill Valdez  
KMB  
811 First Ave  
Suite 220  
Seattle, WA 98104

**LACEY POLICE DEPARTMENT - Landscape Architecture Scope of Work**

Dear Bill,

We are excited to provide the Landscape Architecture and Site Design consulting services for the **LACEY POLICE DEPARTMENT** project. Includes are phases for **TASK 2 + TASK 3**.

Scope assumptions are based upon the following shared files:

- Schematic Design package is the basis of design:
  - New Lacey Police Department Facility\_30% Design\_221020
- Training Facility A/E services shall be provided separately with distinct Bid Document Submittal.

**SCHEDULE ASSUMPTIONS:**

- NTP of December 2, 2022
- 30% - 60% *Design Phase (Design Development – 13 weeks)* 2023
- 60% - 90% *Design Phase (Construction Documents - 15 weeks)* 2023
- 90% - 100% *Design Phase (Permitting - 18 weeks)* 2023

**GENERAL INCLUSIONS + ASSUMPTIONS:**

- Exterior open spaces, walkways, drives, and parking lots are assumed to be entirely on-grade. Swift Company design scope will include all site areas between buildings, vehicle curbs and project boundaries. Swift will collaborate with KMB and KPFF on parking lot configuration and overall site planning layout.
- Coordinate with other project design consultants including architectural, civil, structural, and lighting.
- KMB Architects shall lead all permitting submittal processes.
- Construction cost estimate will be generated by others and reviewed for comment by Swift.
- Meetings:
  - Task 3: Design Development Phase (30% - 60%):
    - i. Assume (3) team meetings and (3) Client meetings.
  - Task 3: Construction Document Phase (90% - 100%):
    - i. Assume (3) team meetings and (3) Client meetings.
  - Task 3: Permitting Phase (90% - 100%):
    - i. Assume (3) team meetings and (1) Client meeting.
- KMB Architects shall provide Swift Company with current base 2-D CAD files, 3-D models in either/both Sketchup and Rhino or Revit.
- KMB Architects shall develop client presentation renderings as required. Swift Company shall provide support, content, review, and comment.
- Swift Company shall develop all site drawing documents (including construction documents in later phase) in 2D AutoCAD format and use 3-D (Rhino) models for coordination purposes in the Design Phase.

**DESIGN TEAM COORDINATION + ASSUMPTIONS:****TASK 2 – 60%-90% DESIGN (DESIGN DEVELOPMENT PHASE):**

- Universal accessibility to the building entries, walkways, and plazas.
- Safe edges, steps, and surfaces that meet current design code for elevations, vertical drops, handrails, and access and egress routes.
- Swift Company and KMB Architects shall collaborate on design of exterior lighting design concept. Specification and documentation of all lighting elements shall be in Lighting Designer / Electrical Engineering scope.
- City arborist to provide tree report. Swift shall coordinate review and report content.
- Analyze regulatory constraints including but not limited to: Thurston County Critical Areas Ordinance, Thurston County-Lacey UGA Zoning Code and Development Standards, City of Lacey Zoning Code and Development Standards, and other applicable federal, state, or local regulations. Swift shall support in relevant site scope.

**TASK 2C – COST ESTIMATE SUPPORT:**

Swift shall provide support to KMB to review preliminary cost estimating.

**TASK 3 – RENDERING SUPPORT (DD Phase):**

Swift shall provide support to KMB to develop renderings of selected conceptual design for public distribution.

|                                                                        |
|------------------------------------------------------------------------|
| <b><i>TASK 3: 60% Design Phase (Design Development – 13 weeks)</i></b> |
| 1. Phase startup/CAD updates                                           |
| 2. Research and Analysis, Site Visit, Permit Confirmation              |
| 3. Design Effort                                                       |
| Site Layout + Plaza Design                                             |
| Grading Design                                                         |
| Tree and plant protection plan and schedules                           |
| Furnishing and detail design                                           |
| Rendering support                                                      |
| Planting design                                                        |
| Irrigation design                                                      |
| Soil salvage and restoration design                                    |
| 4. Coordination with Consultant Team / Multidisciplinary Work          |
| Coordination with Owner/City/Arborist                                  |
| Coordination with Civil                                                |
| Coordination with Architect                                            |
| Coordination with Team                                                 |
| 5. Deliverable Preparation                                             |
| Site overview plan                                                     |
| Site materials plans                                                   |
| Planting / Irrigation / Soils plan                                     |
| Site Sections and Details                                              |
| Tree Protection Plan                                                   |
| 3D RHINO model updates                                                 |
| Rendering/ presentation preparation                                    |
| Outline Specifications                                                 |
| 6. Client Meetings and Presentations (3 w/ City team + 1 w/ CAP)       |

|                                                                                  |
|----------------------------------------------------------------------------------|
| <b><i>TASK 3: 60% - 90% Design Phase (Construction Documents - 15 weeks)</i></b> |
| 1. Phase startup/CAD updates                                                     |
| 2. Final design refinement                                                       |
| Site design                                                                      |

|                                                               |
|---------------------------------------------------------------|
| Grading review                                                |
| Planting design                                               |
| Irrigation design                                             |
| Site furnishings and detailing                                |
| 3. Coordination with Consultant Team / Multidisciplinary Work |
| 4. Construction document deliverable preparation:             |
| Tree and plant protection plan and schedules                  |
| Site materials / layout plans                                 |
| Enlarged plans                                                |
| Soils plans                                                   |
| Planting plans                                                |
| Irrigation plans                                              |
| Site details                                                  |
| Irrigation details/schedule                                   |
| Planting details/schedule                                     |
| Landscape and Site Specifications                             |
| 5. Building Permit submittal support                          |
| 6. Client Meetings (3 w/ City team + 1 w/ CAP)                |
| 7. Phase Cost Estimate Review and Comment                     |

|                                                                              |
|------------------------------------------------------------------------------|
| <b><i>TASK 3: 90% - 100% Design Phase (Permitting – 18 weeks)</i></b>        |
| 1. Assist / respond to City comments                                         |
| 2. Respond to client and cost estimating comments                            |
| 3. Review meetings with design team and client                               |
| 4. IFC Drawings and Specifications (assume minor edits to the 90% submittal) |

## **PHASE DELIVERABLES:**

### **30% - 60% (Design Development Phase)**

- Overall site plan (rendered + black/white)
- Tree and Plant Protection plans and schedules
- (6-8) site plans at TBD scale (rendered + B/W)
- (4-6) site sections and details (provide of scale and spatial relationships)
- 3-D views (if needed to provide of scale and spatial relationships)
- (8-9) Draft landscape and site specifications.
- Basis of design narrative.
- 100% DD set.

### **60% - 90% (Construction Documents Phase)**

- Overall site plan (black/white)
- Tree and Plant Protection plans and schedules
- (16-18) site plans at various scale (B/W)
- (10-12) sections and detail sheets
- (8-9) Landscape and site specifications.
- 90% CD Set.

### **90% - 100% Design (Permitting Phase)**

- Overall site plan (black/white)
- Tree and Plant Protection plans and schedules
- (16-18) site plans at various scale (B/W)
- (10-12) sections and detail sheets
- (8-9) Landscape and site specifications.
- Permit Set.

## **EXCLUSIONS:**

Swift Company recognizes the potential evolution of project program and scope. Swift Company is prepared to evaluate the defined site scope with respect to exclusions to provide additional services required to complete items listed below if applicable. This proposal excludes the following activities unless otherwise noted. If scope is added or modified and extends beyond the estimate fee range, then an ASR can be provided if scope is determined by the Owner / KMB Architects to be required:

- Special presentations, presentation models or promotional materials and special interest group or community presentations other than those specifically included herein or in Owner provided scoping documentation.
- Bond and funding efforts including but not limited to public engagement, open houses, or coordination meetings.
- Water Feature and related mechanical systems.
- LEED or other external sustainability metric submittals.
- Irrigation pumps and rainwater harvesting systems.
- Surveying of existing site conditions or systems.
- Project delays and stop-starts beyond the schedule provided and assumed in the attached draft schedule.
- Travel expenses for meetings not located in Seattle.

**FEE PROPOSAL:**

Swift Company fee schedule for hourly rates for 2023 is as follows:

- Principal \$238.00
- Professional Staff #1 \$174.00
- Professional Staff #2 \$157.00
- Professional Staff / Clerical #3 \$106.00

Reimbursable expenses will be invoiced with a multiple of 1.10.

The fee for services shall be as follows:

- **TASK 3: 30% - 60% DD Phase = \$ 72,500**
- **TASK 3: 60% - 90% CD Phase = \$ 87,500**
- **TASK 3: 90% - 100% Permitting Phase = \$ 18,000**

- **FEE TOTAL = \$ 178,000**

**Reimbursable Estimate = \$ 3,350**

- Reimbursable expenses are in addition to base fee. Reimbursable include but are not limited to deliveries, travel within the Puget Sound area, printing and duplication services, and other costs of practice. The reimbursable expenses assume that Swift shall deliver digital files and print copies for phase delivery to KMB Architects.
- KMB Architects shall distribute digital sets of drawings, reports, presentation materials, and specifications to consultant team.

**SCOPE AND FEE APPROVAL**

---

Signature

Date

**Bill Valdez / KMB Architects**

November 14, 2022

Bill Valdez  
**KMB ARCHITECTS**  
906 Columbia Street SW, Suite 400  
Olympia, Washington 98501  
+1 (360) 352-8883

**CITY OF LACEY, WA**  
**POLICE DEPARTMENT**  
**LACEY, WASHINGTON**

**REQUEST FOR**  
**BASIC SERVICES**  
**R1**

Dear Bill:

Thank you for inviting us to submit an offer for construction cost consulting services on this project.

We understand that the general scope of the project shall be the planning and for the development and construction of the new Police facility for the City of Lacey, WA. We understand the budget for construction is \$38MM.

#### **SCOPE OF SERVICES**

For this project we propose the following basic service work items:

##### **WORK ITEM #1**

##### **1 Construction Cost Estimating**

- 1.1 Prepare a single opinion of probable construction cost for no more than one potential option for the proposed recommendations at the following phases of design:
  - 1.1.1 60% Design/Design Development
  - 1.1.2 90% Design/Construction Documents
- 1.2 Each opinion shall consist of no more than one section including the respective building and site work, for the option.
  - 1.2.1 No more than five alternative systems studies for each of the options.
  - 1.2.2 Cost opinions shall be presented in the Unifomat II format.
- 1.3 No in-person meetings and no site visits are included for this work item. It is assumed any meeting or conferencing shall take place via telephone and/or internet-based solutions. Four 1-hr virtual meetings are included for a total of four hours.

| SUMMARY OF FEES                        |  |  |  |                  | Cost Estimating Schedule |               |
|----------------------------------------|--|--|--|------------------|--------------------------|---------------|
| Task                                   |  |  |  |                  | Start                    | Finish        |
| SD VE Reconciliation & Redesign        |  |  |  | \$ 11,500        | Dec-22                   | Dec-22        |
| Schematic Design Phase                 |  |  |  | Excluded         |                          |               |
| Design Development Phase               |  |  |  | \$ 29,600        | Feb-23                   | Feb-23        |
| Construction Document Phase            |  |  |  | \$ 34,500        | Jun-23                   | Jun-23        |
| Bidding Assistance                     |  |  |  | Excluded         |                          |               |
| Construction Administration            |  |  |  | Excluded         |                          |               |
| Reimbursable expense allowance         |  |  |  | \$ -             | Dec-22                   | Jun-23        |
| <b>TOTAL - Fixed Fee Plus Expenses</b> |  |  |  | <b>\$ 75,600</b> | <b>Dec-22</b>            | <b>Jun-23</b> |

## QUALIFICATIONS

JMB Consulting Group maintains the following insurance coverage. Additional insurance requirements can be provided at additional cost.

|                                             |                                              |
|---------------------------------------------|----------------------------------------------|
| General Liability and Hired/Non-Owned Auto: | \$1,000,000 per claim; \$2,000,000 aggregate |
| Professional Liability:                     | \$1,000,000 per claim; \$2,000,000 aggregate |

The fees are valid for ninety days from the date of this proposal. Should our understanding of the scope or any of the above tasks be deleted from our scope of services, we reserve the right to adjust the above fees, to reflect possible resultant changes to the scope of the remaining service.

The fee assumes that drawings, specifications and reports required for the performance of our work will be provided both in hard copy and electronically (drawings shall be in a standardized scalable pdf format), at no cost to JMB Consulting Group LLC. This offer assumes our deliverables shall be provided electronically and that no printed copies are required.

Reimbursable expenses, including printing, reprographics charges, travel beyond a 100-mile round trip of this office and interstate-shipping charges will be charged at cost, no multiplier.

## ADDITIONAL SERVICES

Except as noted above, all other services, including additional estimates, cash flow models, development or coordination of project costs, revisions to completed estimates, use of different estimating formats, additional meeting attendance, value engineering, life cycle costing, reconciliation with cost estimates prepared by other parties beyond that specifically included above, or bidding and construction phase services shall be additional services.

Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out. Valid through calendar year 2022, these hourly rates are:

|            |          |
|------------|----------|
| Principals | \$205.00 |
|------------|----------|

Associates

\$165.00

We look forward to the opportunity of assisting you on this particular project. If you have any questions regarding these fees, or the scope of our services, please do not hesitate to contact us.

Sincerely,



Jon Bayles, Principal  
**JMB CONSULTING GROUP LLC**

**Confirmation of Agreement:**

This letter correctly sets out the scope and fees for services to be provided by JMB Consulting Group LLC for this project.

File: FP CoLey PD 310+410 R1



## LACEY CITY COUNCIL MEETING

December 01, 2022

**SUBJECT:** 2023 Federal and State Legislative Priorities Adoption

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**RECOMMENDATION:** Motion to adopt the 2023 Federal Legislative Priorities Agenda.

Motion to adopt the 2023 State Legislative Priorities Agenda and Legislative Manual.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Shannon Kelley-Fong, Assistant City Manager *SKF*

**ORIGINATED BY:** City Manager's Department

**ATTACHMENTS:**

1. [2023 Federal Legislative Priorities Agenda](#)
2. [2023 State Legislative Priorities Agenda](#)
3. [2023 State Legislative Manual](#)

**FISCAL NOTE:** Not applicable.

**PRIOR REVIEW:** Lacey City Council Meeting – November 10, 2022

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**BACKGROUND:**

Annually, the City of Lacey establishes priorities for the upcoming Federal session and the Washington state legislative session. The draft 2023 Federal and Legislative Priorities Agendas, as well as the draft 2023 State Legislative Manual, were reviewed at the November 10, 2022, Lacey City Council meeting. All of these materials are included as **Attachments 1, 2, and 3**. The attachments provide more in-depth information on the federal and state priorities summarized below.

The 2023 Federal Legislative Priorities Agenda, **Attachment 1**, includes the following items:

#### Community Projects

1. College Street Corridor Safety Improvement Project
2. Emergency Operations Center Project
3. Septic-to-Sewer Conversion Program

**FUTURE:** Lacey Museum and Cultural Center in Depot District

**FUTURE:** Early Child and Youth Learning Center

#### Policy Decisions

4. Support I-5 Corridor from Tumwater to Mounts Road and the Nisqually River Delta
5. Support the Puget Save Our Sound (SOS) Act
6. Support Build America, Buy America
7. Support a National Housing and Homeless Outreach Strategy to Help Communities Address an Ongoing and Growing Crisis of Unsheltered Populations
8. Support the Defense Community Infrastructure Program

9. Continued Support of Community Programs, such as Community Development Block Grant Program, COPS Grant, and more

The 2023 State Legislative Priorities Agenda, **Attachment 2**, includes the following items:

#### Capital Budget Requests

1. Accessibility Improvements at the New Greg Cuoio Park
2. Emergency Operations Center

#### Policy and Program Requests

3. Commercial Airport Siting
4. Long-term Funding Solutions to Support Rights of Way Initiative Housing Acquisitions
5. Continue focusing on I-5 Corridor between Mounts Road & Tumwater
6. Address Law Enforcement Vehicle Pursuits

New this year, the 2023 State Legislative Manual, **Attachment 3**, is intended to establish an agreed upon set of broad policies beyond the City's priorities. This document allows the City and its government affairs representatives to respond more efficiently during the fast-paced legislative session. In addition, it provides more information to community members and legislative representatives on possible legislative items of importance to the City. This document is intended to be updated annually to reflect new items that may come before the state legislature, in addition to removing items that are no longer pertinent. Notably, the 2023 State Legislative Manual includes one addition (in red) since the document was last reviewed:

#### 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.**

It is recommended that the Lacey City Council approve the 2023 Federal Legislative Priorities Agenda and the 2023 State Legislative Priorities Agenda and Manual.

**ALTERNATIVE(S):** The City Council could elect to modify these documents as deemed necessary.

---

#### **ADVANTAGES:**

1. The 2023 Federal Legislative Priorities and the 2023 State Legislative Priorities Agenda and Manual reflect the City's current policies and priorities at the federal and state level, respectively. Adoption of these documents will help support the City in achieving its legislative priorities in 2023 and beyond.

#### **DISADVANTAGES:**

1. None identified at this time.



# 2023 FEDERAL LEGISLATIVE PRIORITIES

## COMMUNITY PROJECTS

- 1 College Street Corridor Safety Improvement Project
  - 2 Emergency Operations Center Project
  - 3 Septic-to-Sewer Conversion Program
- FUTURE:** Lacey Museum and Cultural Center in Depot District
- FUTURE:** Early Child and Youth Learning Center

## POLICY POSITIONS

- 4 Support I-5 Corridor from Tumwater to Mounts Road and the Nisqually River Delta
- 5 Support the Puget Save Our Sound (SOS) Act
- 6 Support Build America, Buy America
- 7 Support a National Housing and Homeless Outreach Strategy to Help Communities Address an Ongoing and Growing Crisis of Unsheltered Populations
- 8 Support the Defense Community Infrastructure Program
- 9 Continued Support of Community Programs, such as Community Development Block Grant Program, COPS Grant, and more.



*Adopted by the Lacey City Council on DATE*

### 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

**COLLEGE STREET CORRIDOR SAFETY IMPROVEMENTS PROJECT**

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 House-passed INVEST Act included a Member Designated Project of \$6 million towards the College Street project, but was unfortunately removed, along with other projects, in the Infrastructure Investments and Jobs Act.

**The City intends to apply for a RAISE grant again this year and is evaluating opportunities in the Inflation Reduction Act such as the new FHWA Program for Disadvantaged and Underserved Communities. In addition, should the City be successful in receiving a Safe Streets for All planning grant, it will explore implementation grants through that program as well.**

2

**EMERGENCY OPERATIONS CENTER PROJECT**

The City is planning for a new police station that will include an Emergency Operations Center (EOC). 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 EOC will support the community by providing resources, coordinating communications and advance warnings, prioritizing response during an emergency, and implementing recovery programs. The EOC is anticipated to include over 1,440 square feet of mission-critical equipment, including: workstations, monitors, radios, emergency generator, and more. The City currently uses a makeshift 300-square-foot meeting room in City Hall as its EOC.

**The City requests federal assistance for equipment to help develop a new EOC to better serve the community in times of crisis and is evaluating funding streams.**



3

**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 ground-water. 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.**

**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

## POLICY POSITIONS

4

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

The City remains a steadfast partner with regional communities committed to a long-term solution along the I-5 corridor between Mounts Road, exit 116 (north), and 93rd Avenue, exit 99 (south)—which includes the Nisqually Bridge. This stretch of freeway is vital to the state's environmental, commerce, and transportation priorities, as well as Joint Base Lewis-McChord's mission readiness. I-5 currently restricts critical ecological functions impacting salmon survival, is at a high risk of being overtopped by a major flooding event which would immobilize commerce and transportation, and has limited capacity to handle the growing South Sound economy and population.

While the City is committed to a long-term solution along this stretch of the I-5 corridor, it recognizes the totality of such an endeavor would cost over \$4 billion and will require significant time to fully develop. In 2022, the Washington State Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) segment of I-5. However, an additional \$57.5 million in federal or state funds is required to finalize engineering work in the 2025-2027 biennium.

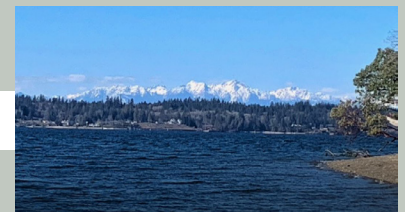
**The City supports federal investments in this project that will help leverage state and local efforts and help accomplish additional work within this corridor.**

5

**SUPPORT THE PUGET SOUND SAVE OUR SOUND (SOS) ACT**

The City is strongly committed to enhancing and preserving the natural environment. We applaud the leadership of U.S. Representatives Derek Kilmer and Marilyn Strickland crafting and championing the Puget Sound SOS Act, which will strengthen the federal government's role in the recovery of Puget Sound. The federal government is an essential partner in these efforts and enhancing their role is critical to ensuring Puget Sound is restored and protected for future generations. Passage of this Act would provide additional resources for the City to address septic systems within Lacey that are posing environmental harm to the aquifer, which directly impacts Puget Sound.

**The City strongly supports passage and funding of the Puget Sound SOS Act.**



6

**SUPPORT BUILD AMERICA, BUY AMERICA**

While the City supports the underlining goals of the Build America, Buy America Act, 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. 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 urges efforts to provide BABA flexibility given the currently global supply chain disruptions.**

**EARLY CHILD AND YOUTH LEARNING 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.

## POLICY POSITIONS - CONT'D

### 7 **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.

### 8 **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.

### 9 **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 which are critical funding streams for communities like Lacey seeking to enhance public safety and the community's quality of life.



To view document online, scan:



## 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**



# 2023 STATE LEGISLATIVE PRIORITIES

## CAPITAL BUDGET REQUESTS

### 1 Accessibility Improvements at the New Greg Cuoio Park

To create a more equitable, thriving city, we believe all community members should be able to access Lacey parks and recreation amenities. **The City requests \$500,000 to help fund the ADA path and inclusive playground at the new Greg Cuoio Park.** Park development Phase 1A is underway and scheduled to open to the public in 2024. Over the last decade, Lacey has worked to create more equitable access to parks. The new ADA amenities will significantly advance inclusivity by allowing all to enjoy this future community gem.

See inside pages for more details on these Capital Budget Requests.

### 2 Emergency Operations Center

The City is currently planning for a new police station that will include a fully equipped Emergency Operations Center (EOC). 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 man-made. **The City requests \$500,000 to help develop a new EOC to better serve the community in times of crisis.** The EOC 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 EOC is anticipated to include over 1,440 square feet of mission-critical equipment, including: workstations, monitors, radios, emergency generator, and more.

### 3 Commercial Airport Siting

The City joins Thurston County and the cities of Olympia, Tumwater, Rainier, Yelm, and Tenino, and town of Bucoda in opposing the Commercial Aviation Coordinating Committee (CACC) from continuing to evaluate and consider a two-runway airport expansion site in Thurston County. **We request your help in opposing any potential airport expansion considerations in Thurston County.** 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.

### 4 Long-term Funding Solutions to Support Rights of Way Initiative Housing Acquisitions

The City appreciates the State's leadership in 2022 to help respond to the homeless crisis. Last year, the legislature passed ESHB 5963 providing funding for the Rights of Way Initiative which established a grant program to transition persons residing on state-owned rights of way to safer housing opportunities, with an emphasis on permanent housing solutions. As part of this program, Thurston County received \$37M to acquire a hotel and turn it into emergency housing, as well as to support the development of a 50-unit, tiny-home village. The long-term plan is to convert this emergency housing into needed permanent-supportive housing. This conversion will require significant capital investment. In addition to future capital investments, while the State committed \$2M to operating costs for the project's first two years, the City and other local partners are concerned with long-term operating needs. While not requesting funding this year, **the City requests the State consider sustainable operating funding sources for the continued success of Rights of Way funded initiatives and other similar projects across the state.**

## 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

*Planned Adoption by Lacey City Council on DATE*



### 5 Continue focusing on I-5 Corridor between Mounts Road & Tumwater

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.

### 6 Address Law Enforcement Vehicle Pursuits

The City requests the state legislature clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable-suspicion standard in specific situations.

# CITY OF LACEY: CAPITAL BUDGET REQUEST

## 1 Accessibility Improvements at New Greg Cuoio Park

**CAPITAL BUDGET REQUEST:** The City requests \$500,000 to help fund an ADA path and inclusive playground at the new Greg Cuoio Park as part of **Phase 1A** development.

### Project Description

In April 2021, the City launched the Greg Cuoio Park & Greenways Master Plan development process. The planning area, located between the Crossroads and Hawk's Prairie neighborhoods just north of I-5, includes Greg Cuoio Park, Pleasant Glade Park, and Palm Creek Headwaters. The pristine wilderness, wetlands, and creeks of these parks and surrounding greenways represent a truly unique asset to the City and our community. The site's natural amenities will enhance Lacey's overall park system with a focus on passive recreation and minimizing our footprint on the land.

From the planning process that emphasized public involvement, important goals for Greg Cuoio Park development include:

- Open-space Preservation
- Water-rights Mitigation
- Natural Storm Water Filtration
- Woodland Creek Watershed Water-quality Protection
- Wildlife Habitat Corridor Protection
- Potential Fisheries Enhancement
- ACCESS FOR ALL

Given the size of Greg Cuoio Park and Greenways, the City plans to develop the area in phases. **Phase 1A** includes the planning and development of 139 acres. The project will provide safe entry to the park off busy Carpenter Road, 50 parking stalls, approximately 2 miles of trails, 18 holes of disc golf, a park shelter, and a large, all-access playground.

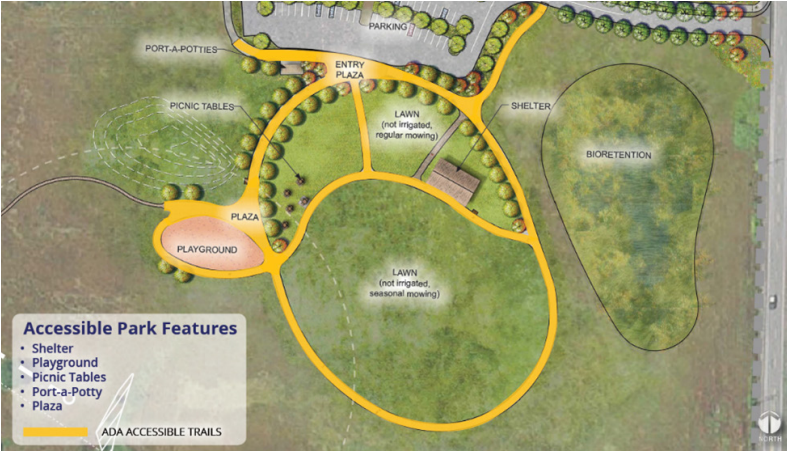


TABLE A

| Tentative<br>Greg Cuoio Park Phase 1A Funding Sources |                    |
|-------------------------------------------------------|--------------------|
| City Funds                                            | \$3,250,000        |
| Grants (ex. WWRP, LWCF)                               | \$2,500,000        |
| Other Local Funds                                     | \$20,000           |
| <b>State Capital Budget</b>                           | <b>\$500,000</b>   |
| <b>TOTAL PROJECT COST</b>                             | <b>\$5,500,000</b> |
| *pending approval                                     |                    |

Phase 1A will also include signage, sitting and open play areas to accommodate users of all ages and abilities, a sani-can enclosure, and maintenance access that can also be used by emergency medical agencies.

The **Phase 1A** total development cost is estimated at over \$5.5M at the 30% design stage. The City is committed to the development of this project and pursuing funding at the local, state, and federal levels, including at least \$3.2 million of City funds (see Table A).

# CITY OF LACEY: CAPITAL BUDGET REQUEST

## 2 Emergency Operations Center

**CAPITAL BUDGET REQUEST:** The City requests \$500,000 to develop a new Emergency Operations Center 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 emergency operations center (EOC), which the City does not currently have.



Instead, 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 EOC as it is not flexible, sustainable, secure, strategically located, or fully interoperable.

TABLE B

| New Police Station & EOC Funding Sources |                     |
|------------------------------------------|---------------------|
| <b>POLICE STATION</b>                    | <b>\$40,000,000</b> |
| Local City Funds                         | \$40,000,000        |
| <b>EOC</b>                               | <b>\$1,600,000</b>  |
| Local City Funds                         | \$600,000           |
| Federal Funds*                           | \$500,000           |
| State Capital Budget                     | \$500,000           |
| *tentative                               |                     |



### 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

The City plans to include an EOC in the new police station that is anticipated to be at least 1,440 square feet and built to current category IV standards. The facility 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!

In addition, in non-emergency periods, the EOC would serve as an ADA-accessible event/meeting space for the community and City.

During the 2022 Legislative session, several significant City-championed achievements were accomplished, including:

- Securing \$75 million in the Move Ahead Washington package for the Nisqually River Delta preliminary design, engineering, and ROW acquisition.
- Securing \$103K for Public Electric Vehicle Infrastructure throughout Lacey parks and public facilities for public use.
- Securing \$515K for purchasing an Oxford Housing Program Pilot with non-profit partner in the Lacey community.
- Helped address public safety concerns by returning less lethal options, providing clear definitions of imperative public safety terms, such as "physical force," and clarifying and amending circumstances in which the use of force is authorized, including lawful temporary investigative detentions.
- Providing continued state leadership on the homeless crisis by approving additional strategies and tools to address the growing unsheltered population, including securing \$5 million in the supplemental transportation budget to help address public health and safety risks associated with homeless encampments on state owned rights-of-way of which \$2 million is to be used for addressing litter and debris along freeways that serve as the gateways to our communities; providing \$45 million in the operating budget for rental assistance, and eviction prevention; and providing \$383 million in the capital budget for rapid and supportive housing efforts across the state.

THANK  
YOU

# CITY OF LACEY: 2023 STATE LEGISLATIVE PRIORITIES

## 5 Continued Focus on I-5 Corridor between Mounts Road & Tumwater

The City remains committed to long-term solutions along this corridor which is essential to the state's environmental, transportation, and commerce priorities, as well Joint Base Lewis-McChord's mission readiness. The Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) segment of I-5. **The City, aligned with other regional partners, requests these funds be allocated in 2023-25 and 2025-27, as detailed in Table C.**

An additional \$57.5 million in federal or state funding is required to finalize engineering work in the 2025-2027 biennium. 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.



TABLE C

| I-5 Nisqually Delta:<br>Move Ahead Washington Package<br>Fund-Aging Proposal | 2021-<br>23 | 2023-<br>25 | 2025-<br>27 | Total        |
|------------------------------------------------------------------------------|-------------|-------------|-------------|--------------|
| Preliminary Engineering                                                      |             | \$40M       | \$10M       | \$50M        |
| Right of Way                                                                 |             |             | \$6M        | \$6M         |
| SR507 Roundabout Construction                                                | \$19M       |             |             | \$19M        |
| <b>Total</b>                                                                 |             |             |             | <b>\$75M</b> |

| I-5 Nisqually Delta:<br>Remaining Funding Needed<br>(Currently unfunded)                        | 2021-<br>23 | 2023-<br>25 | 2025-<br>27 | Total          |
|-------------------------------------------------------------------------------------------------|-------------|-------------|-------------|----------------|
| Preliminary Engineering                                                                         |             |             | \$56M       | \$56M          |
| Preliminary Engineering for Part-Time<br>Shoulder Use (Sleater-Kinney Rd to<br>Henderson Blvd.) |             |             | \$1.5M      | \$1.5M         |
| <b>Total</b>                                                                                    |             |             |             | <b>\$57.5M</b> |



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### CITY OF LACEY ALSO SUPPORTS THE TOP LEGISLATIVE PRIORITIES OF:

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

### FOR MORE INFORMATION

#### CITY OF LACEY

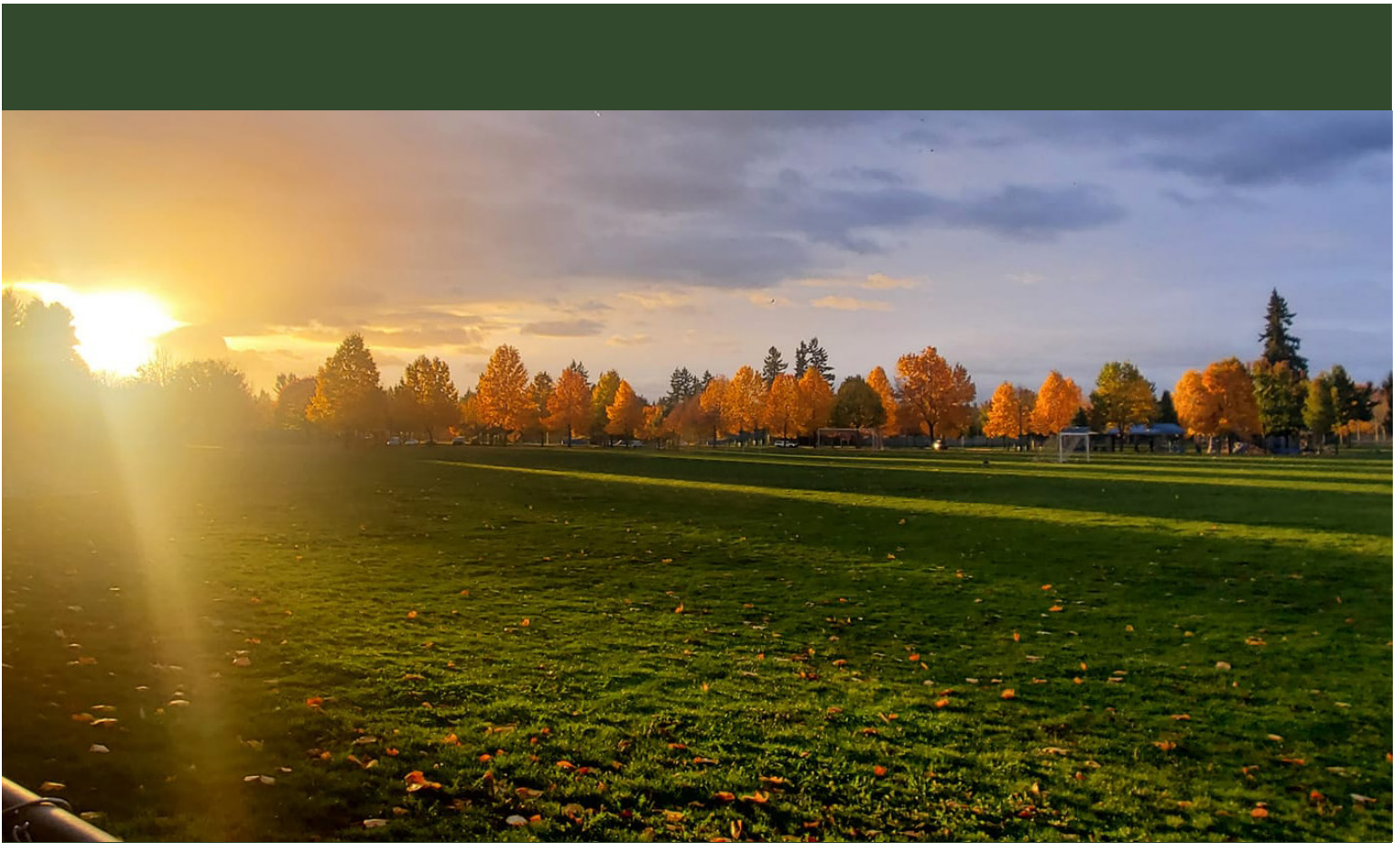
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#### GOVERNMENT AFFAIRS

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CITY OF **LACEY**



# **2023 LEGISLATIVE MANUAL**

Adopted by Lacey City Council on December 1, 2022



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the City Council on DATE, 2022

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# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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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.

## HOUSING | HOMELESSNESS SERVICES

### Develop long-term funding solution to support Rights of Way Initiative housing acquisitions.

The City appreciates the state's leadership in 2022 to help respond to the homeless crisis. Last year, the legislature passed ESHB 5963 providing funding for the Rights of Way Initiative which established a grant program to transition persons residing on state-owned rights of way to safer housing opportunities, with an emphasis on permanent housing solutions. As part of this program Thurston County received \$37M to acquire a hotel and turn it into emergency housing. The long-term plan is to convert this emergency housing into needed permanent supportive housing. This conversion will require significant capital investment. In addition to future capital investments, while 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. While not requesting funding this year, the City is requesting the state consider sustainable operating funding sources for the continued success of Rights-of-Way funded initiatives and other similar projects across the state.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the City Council on DATE, 2022

## **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.

## **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 working collaboratively between the state and local jurisdictions to create a variety of affordable housing options and tools that allow local jurisdictions to use solutions that work to increase densities for their respective communities.

## **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.

### **Annexation**

The City believes that annexation laws should encourage the logical development and expansion of the City to provide for a healthy and growing local economy and efficient provision of urban services. The City supports legislation that would help make the annexation of existing Urban Growth Areas more feasible (e.g., long-term financial incentives) for both the City and the County.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the City Council on DATE, 2022

## **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 joins Thurston County and the cities of Olympia, Tumwater, Rainier, Yelm, Tenino, and town of Bucoda in opposing the Commercial Aviation Coordinating Committee (CACC) from continuing to evaluate and consider a two-runway airport expansion site in Thurston County. We request your help in opposing any potential airport expansion considerations in Thurston County. 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.

## **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



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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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.

## **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 Funding Request - ADA path and inclusive playground at Greg Cuoio Park**

We believe that providing access to our City parks and park amenities for everyone is essential for a thriving and equitable community. The City is requesting \$500,000 to help fund the ADA path and an inclusive playground at the new Greg Cuoio Park as part of Phase 1A of the project which is currently underway and scheduled to open to the public in 2024. Over the last decade, Lacey has worked to create more equitable access to parks. The Greg Cuoio Park project will significantly advance inclusivity by providing new ADA amenities that allow all to enjoy this new community gem.

### **Future Project - Lacey Museum and Cultural Center**

The City is developing a new museum and civic 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 - Young Child and Families 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 COVID-19 pandemic exacerbated this crisis. Beginning in the spring of 2020, COVID-related operating restrictions and



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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decreased enrollment have 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, North Thurston Public Schools, and South Sound YMCA are partnering to see the feasibility of a Young Child and Families Center. This project is 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):** If the WWRP program is funded at the WWRC recommended level, the City could receive up to \$500,000 for Greg Cuoio Park Phase 1A project.
- **Aquatic Land Enhancement Fund (ALEA):** The City supports the ALEA fund and intends to continue to complete for YAF funding in the future for other park projects that enable youth activities.
- **Land and Water Conservation Fund (LWCF):** If the ALEA program is fully funded at \$20 million, the City could receive \$2 million for Greg Cuoio Park Phase 1A project.
- **Youth Athletic Fund (YAF):** The City supports the YAF fund and intends to continue to complete for YAF funding in the future for other park projects that enable youth activities.
- **Additional State Funding:** The City supports additional funding to help local parks agencies address severe maintenance backlogs exacerbated by COVID-19. In conjunction with Washington Recreation and Park Association (WRPA), the City asks legislators to work with local parks leaders on a \$5 million allocation for backlog catchup at the local level. WRPA recently conducted a survey of local parks maintenance needs that showed a statewide backlog of approximately \$725 million. Funds would be allocated in the form of grants through the Recreation & Conservation Office (RCO).
- **Expanded Outdoor Learning Grants:** The City supports, as part of the 2023-25 Operating Budget process, to increase the amount of funding being included for OSPI and RCO to award Outdoor Learning Grants without compromising other existing outdoor learning and recreation grant opportunities.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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## TRANSPORTATION & INFRASTRUCTURE

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

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. The Legislature allocated \$75 million in the Move Ahead Washington package specifically to the Nisqually River delta (Mounts Road to Marvin Road) segment of I-5. The City, align with other regional partners, is requesting that these funds be allocated in 2023-2025 and 2025-2027, as detailed below.

| <b>I-5 Nisqually Delta: Move Ahead Washington Package Fund Aging Proposal</b>              | <b>21-23</b> | <b>23-25</b> | <b>25-27</b> | <b>Total</b>   |
|--------------------------------------------------------------------------------------------|--------------|--------------|--------------|----------------|
| Preliminary Engineering                                                                    |              | \$40M        | \$10M        | \$50M          |
| Right of Way                                                                               |              |              | \$6M         | \$6M           |
| SR 507 Roundabouts Construction                                                            | \$19M        |              |              | \$19M          |
| <b>Total</b>                                                                               |              |              |              | <b>\$75M</b>   |
| <b>I-5 Nisqually Delta: Remaining Needed Funding (unfunded)</b>                            | <b>21-23</b> | <b>23-25</b> | <b>25-27</b> | <b>Total</b>   |
| Preliminary Engineering                                                                    |              |              | \$56M        | \$56M          |
| Preliminary Engineering for Part Time Shoulder Use (Sleater-Kinney to Henderson Boulevard) |              |              | \$1.5M       | \$1.5M         |
| <b>Total</b>                                                                               |              |              |              | <b>\$57.5M</b> |

An additional \$57.5 million in federal or state funds is required to finalize engineering work in the 2025-2027 biennium. 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.

### 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.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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## **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.

## **FINANCE**

### **Business Tax Simplification**

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

### **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. For example, restrictions on the use of real estate excise tax (REET), gambling taxes, etc.

### **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 & Other State & Federal Budget Impacts**

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.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

Adopted by the City Council on DATE, 2022

## PUBLIC SAFETY

### **Address Law Enforcement Vehicle Pursuits**

The City supports clarify the ability for law enforcement to conduct vehicle pursuits using a reasonable suspicion standard in specific circumstances. This is essential to allow for effective and safe pursuit and apprehension of suspects when there is an immediate threat to public safety. Cities will continue to support safety standards and training for officers who engage in vehicle pursuits.

### **Respond to the Blake Decision**

The City, align with the Association of Washington Cities (AWC), supports the clarification around the crime of possessing a controlled substance so that individuals, law enforcement, and treatment providers can respond appropriately. The City supports revising the current system of two referrals prior to criminal charges, so it can be more effectively administered across the state.

The City supports providing additional investments to help cities with the costs stemming from the *Blake* decision on how possession of controlled substances is handled by the criminal justice system. This includes:

- Funding to help offset the costs of vacating criminal convictions, repaying legal financial obligations, administering diversion programs, and mitigating municipal court impacts.
- Investment in alternative response teams; treatment facilities for adults and juveniles; treatment in jails; and social workers, treatment providers, and system navigators to help direct people to treatment.
- An enforcement mechanism to encourage compliance for individuals suffering from Substance Abuse Disorder (SAD) to emphasize treatment over incarceration.

### **Binding Interest Arbitration Reform**

The City recognizes the importance of having a tool to help resolve potentially devastating strikes by essential service personnel, such as police and firefighters. However, existing binding interest arbitration statutes are out-of-date and inflexible, resulting in many unintended consequences – the City finds this particularly true in regard to disciplinary processes. The City requests that the state reform existing binding interest arbitration language to limit these types of unintended repercussions. The City opposes extending binding arbitration in any form.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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## **Authority to Appoint Municipal Court Judges**

The City supports cities' ability to appoint a municipal court judge and to maintain courts and supports further technical and financial assistance for the administration of municipal courts.

## **Traffic Enforcement Cameras**

The Legislature has authorized local government to use traffic enforcement cameras in limited situations, including red light enforcement at certain intersections and speed control in school zones. Traffic enforcement cameras have proven to be successful at reducing instances of speeding and violations of traffic signals. The City supports the use of traffic enforcement cameras. The City also supports legislation allowing images from traffic enforcement cameras to be used by law enforcement in criminal cases if there is probable cause.

## **Basic Law Enforcement Academy (BLEA)**

The City supports ongoing and enhanced funding of the Basic Law Enforcement Academy which is the sole training program for police departments statewide. With an increasing number of law enforcement officers retiring, it is imperative this program receive adequate funding to provide ample training openings for new hires. The City supports the creation of regional BLEA academies to increase critically needed training capacity for new hires and continuing law enforcement education.

## **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 manner in which 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.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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

### **Defense Community Compatibility Account (DCCA)**

The 2019 Legislature established the DCCA - a grant program to help civilian communities near military installations address compatibility challenges. SSMCP requests the Legislature fund the Commerce recommended list to include \$900,000 for the McChord Airfield North Clear Zone. SSMCP also requests the Legislature amend the statute to improve the program's long-term success. These changes will improve the likelihood that the DCCA grant program will be funded through the biennial capital budget on a recurring basis.

### **Occupational Licensing Improvements**

WA State is making steady progress on reducing barriers for military spouses to obtain occupational licenses, but there is more work to do. SSMCP supports the adoption of additional interstate licensure compacts and policy changes to expedite and ease the occupational licensing process for military spouses. SSMCP recognizes these policy changes must strike a balance to ensure only those with proper qualifications are licensed.

### **Military/Defense Sector Statewide Economic Impact Analysis**

SSMCP has coordinated two regional economic impact analyses over the last several years. The most recent report concluded that JBLM alone generates over \$14 billion a year in statewide economic impact. There has been no statewide analysis of impacts from all of Washington's military installations. SSMCP requests the Legislature allocate \$250,000 for a State led military/defense sector statewide economic impact analysis.

### **I-5 Mounts Road to Tumwater & 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. The Legislature allocated \$75 million in the Move Ahead WA package; SSMCP requests phasing of these funds to allow timely delivery of the project. \$19 million toward the roundabouts on SR 507 is needed in 2023 and \$56 million for the Nisqually River Delta will be needed when NEPA is complete. If additional funding is available, SSMCP supports prioritizing projects along the Mounts Road to Tumwater corridor, including hard shoulder running between Sleater-Kinney Rd and Henderson Blvd.



# CITY OF LACEY LEGISLATIVE POLICY MANUAL

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## **Maintain Active State Support for Military Affairs in Washington**

SSMCP believes in a strong commitment from the State in support of military affairs. This support should include:

- Establishing a state level office to promote and coordinate state-wide activities that enhance the quality of life for military personnel and their families and support Washington's military installations.
- Increasing access to quality affordable childcare for all WA residents, including service members, veterans, and their families.
- Expansion of attainable housing opportunities in the South Sound Region for military members and their dependents.
- Evaluating alternate transportation routes and options to ensure mission readiness.

## **Support Military & Civilian Compatible Land Use**

SSMCP was founded on and strongly agrees that collaborative partnerships are vital in identifying and resolving existing land use conflicts and preventing potential future land use conflicts. SSMCP supports joint land use strategies that do not usurp local control. Specifically, SSMCP supports:

- Designating military installations as regional centers for the purposes of regional and transportation planning
- Coordination with and investment in military-community organizations such as SSMCP, Forward Fairchild, KEDA, Greater Spokane, Inc., etc.

## **Support Investments in:**

- Workforce development organizations to maximize military veterans experience and support transitioning service members to enhance the local economy.
- High-quality behavioral health resources that improve access to care, reduce the stigma associated with mental health treatment and encourage seeking help when needed.

Addressing the at grade rail crossing and the interchange at Exit 120 for the JBLM main gate.



## LACEY CITY COUNCIL MEETING

December 1, 2022

**SUBJECT:** Acquisition, Rehabilitation and Operation of the 8200 Quinault Dr NE in Lacey, WA for Right of Way Initiative - MOU

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**RECOMMENDATION:** Authorize City Manager to sign the Acquisition, Rehabilitation and Operation of the 8200 Quinault Dr NE in Lacey, WA for Rights of Way Initiative Memorandum of Understanding that allows for a partnership with the State of Washington to acquire, remodel and operate a hotel as an enhanced shelter for Housing Resources to address homelessness.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Rick Walk, Community and Economic Development Director *RW*

**ORIGINATED BY:** Community and Economic Development

**ATTACHMENTS:**

1. [MOU – Acquisition, Rehabilitation and Operations of the 8200 Quinault Dr. NE in Lacey, WA State of Washington’s Right-of-Way Initiative](#)
2. [MOU – State of Washington Rights-of-Way Initiative Signed](#)

**FISCAL NOTE:** NA

**WORK PLAN GOAL AND STRATEGY:** A VIBRANT PLACE TO LIVE, WORK, & PLAY (D)(5 & 6)  
Finalize Homeless Response Plan & enhance social services

**PRIOR REVIEW:** Council Worksession – Briefing on November 10, 2022  
Council Meeting – Approval of MOU – State of Washington Rights-of-Way Initiative – July 7, 2022  
Council Worksession – Briefing on June 23, 2022

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## **BACKGROUND:**

The Governor's Office has directed the Department of Transportation, the State Patrol and Department of Commerce to address homeless individuals living within state rights-of-way by funding or creating new housing resources. By creating housing options, individuals living in the State's rights-of-way can transition out of these areas into safer living environments. Priority areas identified by the State include the counties of King, Pierce, Snohomish, Spokane, and Thurston.

In order to achieve the goal of establishing new housing resources in the identified counties, the State is proposing a Memorandum of Understanding (MOU) that creates a framework to explore potential housing options with local jurisdictions. This initiative responds to the increased presence of homelessness within the State's rights-of-way, and sets up a pathway to reduce it.

As an identified priority county, the State approached Thurston County and the cities of Lacey, Olympia, and Tumwater to form partnership projects. Projects under consideration include acquisition of existing units, new construction, and ongoing funding for operations for developed housing resources.

At the July 7, 2022, Council Meeting the City Council approved the Rights-of-Way initiative MOU (attachment 2). By authorizing the City Manager to sign the MOU, the City of Lacey agreed to work with the State to identify potential projects that meets the goal of the State's Rights-of-Way initiative. Once a project is identified to pursue, the State and local jurisdiction(s) will enter into an additional MOU that sets out terms and conditions of the proposal.

The State, Thurston County and the City of Lacey have identified the acquisition and conversion of a hotel into an enhanced shelter and eventually permanent supportive housing to address homelessness within the Interstate 5 rights-of-way in Thurston County.

The identified hotel consists of 124 rooms on 2.2 acres located at 8200 Quinault Drive NE, in Lacey. The conversion of the hotel would create approximately 100 beds that would significantly add to the Thurston Region bed capacity and services to address homelessness in the County. Per the existing State of Washington Rights-of-Way Initiative MOU, the hotel acquisition requires an MOU between the State, Thurston County and the City of Lacey to outline the commitments and expectations between the three partners. The following is a summary of the key points of the MOU:

The MOU builds on the previously approved State Right-of-Way initiative MOU by specifying goals, objectives, commitments and expectations for the acquisition, remodel, operation of an enhance shelter and ultimate conversion into permanent supportive housing. The proposed MOU (attachment 1) specifies the following guiding principles:

- Acquiring the property to be utilized as emergency housing for people living in state rights-of-way in Thurston County.

- Operating the property as emergency housing with services and support to meet the needs of people living at the property and in accordance with the Memorandum of Understanding “Transitioning people out of state rights-of-way in Thurston County”.
- Engaging in a good faith effort to secure funding to transition the property from emergency housing into permanent supportive housing within 2-5 years.
- Ensuring the property is operated to prioritize houseless persons living in Thurston County for the useful life of the property.

In summary, the MOU also specifies that the partners will work in a collaborative fashion to achieve the short-term goal of entering into a contract between Department of Commerce and the Low-Income Housing Institute (LIHI) to acquire the property for use as emergency enhanced shelter, standing up operations in an expedited time frame, and transition the property to permanent supportive housing. To achieve these goals, the MOU indicates the following actions:

- Department of Commerce will contract with LIHI to provide \$15 million to acquire the property and \$5 million for immediate renovations necessary to operate the property as emergency housing. LIHI shall operate the property as emergency housing with the services and support to meet the needs of people living at the property in accordance with transitioning people out of state rights-of-way in Thurston County MOU (attachment 2)
- This Memorandum of Understanding will be incorporated into the contract between Department of Commerce and LIHI.
- Department of Commerce will record a Restrictive Covenant on the property for a period of not less than 40 years.
- Thurston County will enter into a contract with LIHI for a minimum of 2 years after acquisition and provide \$2 million in operating funds per year. Operating funds will be funded by the Department of Commerce as part of the State’s Rights-of-Way initiative. Thurston County will manage the operations contract with LIHI in accordance with Department of Commerce and local guidelines. Additionally, Thurston County will coordinate with Lacey to ensure the successful implementation of the operations contract.
- Thurston County, Lacey, Department of Commerce, and LIHI will form an “Operations Council” that will meet on a monthly basis. The purpose of the meeting will be to track progress, identify issues, monitor activity, take corrective actions, and plan for future improvements.

The MOU also commits that upon acquisition, the property will be an asset intended to serve residents of Thurston County who are experiencing homelessness. Based on this commitment, placement of individuals into the property will be conducted based on the following priorities in order:

1. Persons who were residing at the property placed by local service providers or supported by public funds at the execution of this MOU.
2. Persons living in the state's rights-of-way only in Thurston County.
3. Single adults identified through the Thurston County Coordinated Entry system, based on the highest vulnerability scores and agreed upon eligibility factors.
4. Single adults living in City of Lacey and/or Thurston County that are displaced from an unsheltered encampment who are not on the Thurston County Coordinated Entry Master List.
5. With the written permission of Thurston County Public Health and Social Services, other agreed upon populations from Thurston County when space is available.
6. If the property is operating at less than 75 percent capacity and there are insufficient persons from priority categories 1-5 above willing or able to live at the property, Thurston County shall identify other populations that are sufficient to occupy available rooms in consultation with Department of Commerce, Lacey and LIHI.

Finally, the MOU outlines the steps to achieve the long-term goal to transition the property to a permanent supportive housing facility within two to five years from the date of property acquisition. The partners agree to work collaboratively in the following manner:

1. In the contract between LIHI and Department of Commerce for acquisition, LIHI will be required to make a good faith effort to seek funding to rehabilitate the property so it can be operated as permanent supportive housing. Sources of eligible funding programs include the Washington State Legislature, Department of Commerce, Local Jurisdiction, Private Foundations/Companies/Philanthropists, and the Washington State Housing Finance Commission. If sufficient funding is not received after the initial round of applications, LIHI will continue to seek funding until sufficient funding is secured.
2. LIHI shall be required to make a good faith effort to complete the renovation and begin operating the property as permanent supportive housing two (2) years after the acquisition and no more than five (5) years after acquisition.
3. Department of Commerce will require, through the contract that any income the property owner receives from leasable or saleable assets located on the property at

the time of acquisition will be returned to the property, either to support program operations or be deposited in a capital reserve account.

4. The Regional Housing Council will make a good faith effort to identify and prioritize local resources as local matches as needed to support an application for funding to transition the asset to permanent supportive housing.

Placement of individuals into the facility once converted to permanent supportive housing would follow the same priority order as described above.

Once executed, the MOU will initiate the contract between the Department of Commerce and LIHI to transfer funds to acquire the property and being renovation. At this time, the closing for acquisition is planned to occur in January of 2023. Thurston County and the City of Lacey will coordinate the two-year operations contract between Thurston County and LIHI to specify the terms for operations and management using \$2 million in pass-through funds provided by Department of Commerce. Finally, the four partners will form the Operations Council consisting of staff representation from the City of Lacey, Thurston County, Department of Commerce and LIHI to track progress, monitor the facility address any issues and take any necessary corrective actions.

The acquisition of a commercial property for conversion into an enhanced shelter and ultimately permanent supportive housing to address homelessness will raise concerns in the community. It is important to keep the community and surrounding properties informed as best as possible. Regarding the plans for acquisition, the City of Lacey and Thurston County have been coordinating press releases, informational flyers and have scheduled a public forum on November 16, 2022, to answer questions from the community. It is also important to continue engaging and informing the public through the on-going operations of the facility. As part of the operations contract, LIHI will form a "Community Advisory Group". The Community Advisory Group will consist of adjacent property and business owners, community members, service providers who are willing to participate along with staff from LIHI, the City of Lacey and Thurston County. The purpose of the community advisory group is to meet regularly to provide information on operations, address off-site issues resulting from the facility and create an on-going good neighbor relationship.

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#### **ADVANTAGES:**

1. The proposed MOU sets up a process to acquire operate and convert an existing hotel property for an enhance shelter with the long-term goal of transitioning to permanent supportive housing.
2. The proposed MOU is the next step in the continuing commitment by the State to provide resources address homelessness within the State's rights-of-way.

3. The proposed MOU establishes a partnership between the State, Thurston County, the City of Lacey and LIHI for the coordination and operation of a facility supporting homeless individuals within Thurston County.
4. The creation of up to 100 shelter beds and ultimately 100 permanent supportive housing units within Thurston County fills a critical need in the region.

**DISADVANTAGES:**

1. This is a significant investment in housing resources not yet experienced in the City of Lacey. It will require ongoing oversight and constant communication to adjacent property owners as well as the community to ensure the resource is managed appropriately.

**MEMORANDUM OF UNDERSTANDING**  
**Acquisition, Rehabilitation and Operations of the 8200 Quinault Dr NE in Lacey**  
**WA for Right-of-Way Initiative**

**PARTIES**

This is an agreement of the following parties:

- Washington State Department of Commerce (“COM”)
- City of Lacey
- Thurston County

Collectively referred to as the “parties.”

**PURPOSE**

This memorandum of understanding (“MOU”) establishes an understanding between the parties regarding the acquisition, rehabilitation and operations of the hotel (including property) located at 8200 Quinault Dr NE, Lacey WA 98516 (“the property”) that will be utilized with the primary intent to assist people being relocated from state rights of way and into housing.

**GUIDING PRINCIPLES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Acquiring the property to be utilized as emergency housing for people living in state rights of way in Thurston County.
- Operating the property as emergency housing with the services and supports to meet the needs of people living at the property and in accordance with the Memorandum of Understanding “Transitioning people out of state rights of way in Thurston County” included as Appendix A of this Agreement.
- Engaging in a good faith effort to secure funding to transition the property from emergency housing into permanent supportive housing within 2-5 years.
- Ensuring the property is operated to prioritize houseless persons living in Thurston County for the useful life of the property.

**GOALS AND OBJECTIVES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of entering into a contract between COM and the Low Income Housing Institute (“LIHI”) to acquire the property, renovating the property for use as emergency housing, and standing up operations of the property in an expedited timeframe and to record a restrictive covenant on the property. Furthermore, it will require long-term collaboration to maintain the operations of the property as emergency housing and to transition the property to permanent supportive housing. To achieve these goals the following will occur:

- COM will enter into contract negotiations with LIHI to provide \$15 million to acquire the property and \$5 million for immediate renovations necessary to operate the property as emergency housing. In this contract with LIHI, COM will insert the following clause: “ LIHI shall operate the property as emergency housing with the services and supports to meet the needs of people living at the property in accordance with Appendix A ( “Transitioning people out of state rights of way in Thurston County”) of the Memorandum of Understanding – Acquisition, Rehabilitation and Operations of the 8200 Quinault Dr NE in Lacey WA for Right of Way Initiative, attached as Exhibit A and incorporated herein by reference.”

- This Memorandum of Understanding will be incorporated into the contract between COM and LIHI.
- COM will record a Restrictive Covenant on the property for a period of not less than 40 years.
- Thurston County will enter into contract with LIHI for a minimum of 2 years after acquisition to provide \$2 million annually in operating funds as pass-through funding provided to Thurston County by COM. Thurston County will manage the operations contract of the emergency housing program in accordance with COM and local guidelines and will coordinate with Lacey to oversee the successful implementation of the operations contract.
- Thurston County, Lacey, COM, and LIHI will form an "Operations Council" that will meet on a monthly basis. The purpose of the meeting will be to track progress, identify issues, monitor activity, take corrective actions, and plan for future improvements.

## STRUCTURE

- **COM** shall be represented by Diane Klontz, Assistant Director, Telephone: (360) 725-4142, Email: [diane.klontz@commerce.wa.gov](mailto:diane.klontz@commerce.wa.gov).
- **Thurston County** shall be represented by Tom Webster, Office of Housing and Homeless Prevention, Telephone: (360) 867-2531, Email: [thomas.webster@co.thurston.wa.us](mailto:thomas.webster@co.thurston.wa.us).
- **City of Lacey** shall be represented by Rick Walk, Director of Community and Economic Development, Telephone: (360) 438-2638, Email: [rwalk@ci.lacey.wa.us](mailto:rwalk@ci.lacey.wa.us).

Communication issued from COM to LIHI regarding the acquisition, operations, or compliance of the asset should be copied to both the Thurston County and City of Lacey staff listed above. Similarly, any public complaints or other comments received by COM regarding the asset should also be shared with both Thurston County and City of Lacey staff. Any request by LIHI to modify the contract, restrictive covenant, deed, or promissory note will be copied to COM, Thurston County and the City of Lacey.

## COMMITMENTS

The Parties to this MOU agree that:

### Placement into emergency housing

Upon acquisition, the property will be an asset that is intended to serve residents of Thurston County who are experiencing homelessness. While the property serves as emergency housing, placement will be conducted in the following priority order:

1. Persons who were residing at the property placed by local service providers or supported by public funds at the execution of this MOU.
2. Persons living in the state's right of way only in Thurston County.
3. Single adults identified through the Thurston County Coordinated Entry system, based on the highest vulnerability scores and agreed upon eligibility factors.
4. Single adults living in City of Lacey and/or Thurston County that are displaced from an unsheltered encampment who are not on the Thurston County Coordinated Entry Master List.

5. With the written permission of Thurston County Public Health and Social Services, other agreed upon populations from Thurston County when space is available.
6. If the property is operating at less than 75 percent capacity and there are insufficient persons from priority categories 1-5 above willing or able to live at the property, Thurston County shall identify other populations that are sufficient to occupy available rooms in consultation with COM, Lacey and LIHI.

Until the property fully transitions from emergency housing to permanent supportive housing, COM will make a good faith effort to fund the operations of the property. If efforts to secure funding from State and Federal sources has been exhausted, the Regional Housing Council (RHC) will make a good faith effort to identify funding for this project to sustain future operations which may include Thurston County HOME Fund dollars. The parties will enter into contract with LIHI, or subsequent owner, to operate the property in accordance with COM Right-of-Way Initiative requirements, as specified in the Memorandum of Understanding "Transitioning people out of state rights of way only in Thurston County" included as Appendix A of this Agreement.

#### Conversion to permanent supportive housing

The parties agree that the long-term goal is to transition the asset to permanent supportive housing within a two (2) to five (5) year time frame from the property acquisition date. The parties agree to work collaboratively and creatively with each other and with LIHI to support the transitioning of the property to permanent supportive housing within the stated timeframe. The parties acknowledge that funding for the conversion has not been identified or committed as of the date of execution of this MOU.

1. LIHI shall be required to make a good faith effort to seek funding to rehabilitate the property so it can be operated as permanent supportive housing. This includes, but is not limited to, submitting funding requests/applications to the Washington State Legislature, COM, Local Jurisdiction, Private Foundations/Companies/Philanthropists, and the Washington State Housing Finance Commission to request funding from eligible funding programs. Applications should be submitted once a PSH design is complete and LIHI is ready to take additional pre-development steps. Applications to the Housing Trust Fund and/or Low Income Housing Tax Credits should be submitted no later than in 2024. If sufficient funding is not received after the initial round of applications, LIHI will continue to seek funding until sufficient funding is secured.
2. LIHI shall be required to make a good faith effort to complete the renovation and begin operating the property as permanent supportive housing two (2) years after the acquisition and no more than five (5) years after acquisition.
3. COM will require, through the contract that any income the property owner receives from leasable or saleable assets located on the property at the time of acquisition will be returned to the property, either to support program operations or be deposited in a capital reserve account.
4. The RHC will make a good faith effort to identify and prioritize local resources as local matches as needed to support an application for funding to transition the asset to permanent supportive housing.

#### Placement into permanent supportive housing

When the property operates as permanent supportive housing, placement will be conducted in the following priority order:

1. Persons staying at the property at the time the property changes from emergency housing to permanent supportive housing.

2. Persons living on the state's Right-of-Way only in Thurston County.
3. Single adults identified through the Thurston County Coordinated Entry system, based on the highest vulnerability scores and agreed upon eligibility factors.
4. Single adults living in City of Lacey and/or Thurston County that are displaced from an unsheltered encampment who are not on the Thurston County Coordinated Entry Master List.
5. With the written permission of Thurston County Public Health and Social Services, other agreed upon populations from Thurston County when space is available and there are no persons from the priority groups that choose to reside at the property.
6. If the property is operating at less than 75 percent capacity and there are insufficient persons from priority categories 1-5 above willing or able to live at the property, Thurston County shall identify other populations that are sufficient to occupy available rooms in consultation with COM, Lacey and LIHI.

No person who has a long-term lease at the time of sale of the property, or has rent paid as part of a county, state or federally-funded affordable housing program will be displaced. Monthly rent for these individuals will be set at the Fair Market Rent rate for studio apartments as used by the U.S. Department of Housing and Urban Development for the HOME Investment Partnership Program. Rent collected from these tenants will be considered program income and must be used to support the operations of the property.

## **AMENDMENTS**

Any amendments to this Agreement shall be made in writing and agreed to by all parties.

## **TERMS**

The parties to this agreement are required to give 90 days' advance notice to all parties listed under the section titled Structure of their intent to withdraw from the agreement. At this time the term of this MOU is open-ended and will remain so until the majority of signatories decide to terminate the partnership.

## **SIGNATURES**

Washington State Department of Commerce

\_\_\_\_\_  
*Diane Klontz, Deputy Director*

\_\_\_\_\_  
*Date*

Thurston County

\_\_\_\_\_  
*Ramiro Chavez, County Manager*

\_\_\_\_\_  
*Date*

City of Lacey

\_\_\_\_\_  
*Scott Spence, City Manager*

\_\_\_\_\_  
*Date*

## **MEMORANDUM OF UNDERSTANDING**

### **Transitioning people out of state rights of way in Thurston County**

#### **PARTIES**

This is an agreement of the following parties:

- Washington State Department of Commerce (“COM”)
- Washington State Department of Transportation (“WSDOT”)
- Washington State Patrol (“WSP”)
- City of Olympia
- City of Lacey
- City of Tumwater
- Thurston County

#### **PURPOSE**

This memorandum establishes an understanding between the parties regarding the resources and processes that will be deployed to assist people in moving out of state rights of way and into housing.

#### **AUTHORITY**

The authority to enter this agreement includes, but is not limited to:

1. The [Operating Budget bill](#) (page 106, Section 132);
2. 39.34 RCW for Interlocal Agreements between city, state, and county governments;
3. RCW 43.43.03 which provides authority for WSP to exercise throughout the state police powers and duties as are vested in sheriffs and peace officers generally (authority to act outside state highways); and/or
4. RCW 47.46.040(3) which provides authority for WSDOT to facility maintenance services.

#### **GUIDING PRINCIPLES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Promptly identifying shelter and housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs and refer them to identified emergency and other housing and other available services with their selected belongings prior to the clearing of rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

#### **GOALS AND OBJECTIVES**

The signatories understand that it will require working in a collaborative fashion to achieve the short-term goal of transitioning people from specific prioritized state rights of way into housing by implementing the following strategies:

- Promptly identifying existing emergency and other housing that people living in rights of way can be referred to.
- Engaging people living in rights of way to assess their needs through coordinated entry or other assessments and refer them to identified emergency and other housing and other available services.

- Immediately begin to create additional emergency and other housing dedicated to people living in rights of way.
- Identify and implement strategies to keep cleared sites uninhabited.
- Identify strengths and weaknesses in the short-term strategy to implement a more comprehensive long-term approach to individuals and families living in public places.

### **COMPLIANCE WITH COVID-19 REQUIREMENTS**

The Parties hereto affirm that they will comply with all current and future COVID-19 proclamations, regulations, requirements and/or related guidance issued by the Office of the Governor of Washington State, or the Washington State Legislature. Additional resources information may be found on the Governor's website at the following link: <https://coronavirus.wa.gov/>

### **STRUCTURE**

- **COMMERCE** shall be represented by Diane Klontz, Assistant Director, Telephone: (360) 725-4142, Email: [diane.klontz@commerce.wa.gov](mailto:diane.klontz@commerce.wa.gov).
- **WSDOT** shall be represented by Amy Scarton, Deputy Secretary - Transportation, Telephone: (206) 515-3401, Email: [scartoa@wsdot.wa.gov](mailto:scartoa@wsdot.wa.gov).
- **WSP** shall be represented by Dan Atchison, Assistant Chief for the Field Operations Bureau, Telephone: (360) 596-4111, Email: [dan.atchison@wsp.wa.gov](mailto:dan.atchison@wsp.wa.gov).
- **Thurston County** shall be represented by Tom Webster, Office of Housing and Homeless Prevention, Telephone: (360) 867-2531, Email: [thomas.webster@co.thurston.wa.us](mailto:thomas.webster@co.thurston.wa.us).
- **City of Lacey** shall be represented by Rick Walk, Director of Community and Economic Development, Telephone: (360) 438-2638, Email: [RWALK@ci.lacey.wa.us](mailto:RWALK@ci.lacey.wa.us).
- **City of Olympia** shall be represented by Darian Lightfoot, Housing Programs Manager, Telephone: (360) 753-8033, Email: [dlightfo@ci.olympia.wa.us](mailto:dlightfo@ci.olympia.wa.us).
- **City of Tumwater** shall be represented by Brad Medrud, Long Range Planning Manager, Telephone: (360) 754-4180, Email: [BMedrud@ci.tumwater.wa.us](mailto:BMedrud@ci.tumwater.wa.us).

### **COMMITMENTS**

The Parties to this MOU agree that:

COM, WSP, and WSDOT should prioritize available appropriations and other state capacities with available resources at the scale necessary to perform the services under this contract..

Local governments may expand and prioritize local capacity to perform outreach and provide housing to individuals and families living in state rights of way identified by WSDOT.

With available resources at the scale necessary, WSDOT and WSP will work with local governments to maintain and secure occupied sites in the state rights of way that have been relocated.

It is the intent of the parties to this agreement to pursue specific agreements to implement the following to address people living in state rights of way identified by WSDOT, subject to change as needed to address changing circumstances. Commitments to projects and funding beyond the first year are subject to review under the required stakeholder feedback process, the results of which may necessitate changes to the agreement and related contracts. The specifics of how funding will flow from the state and who will execute the work will be determined later, specified in contracts separate from this agreement.

The general objectives are as follows:

1. Outreach to people living in WSDOT identified state rights of way, including offering them coordinated entry intake and assessment and referrals and/or placement in emergency or other housing starting in June 2022, funded by the state for three years.
2. Prioritization of at least 24 existing shelter beds for people living in WSDOT-identified state rights of way starting June 2022, funded by the state for three years.
3. Expansion of existing hotel leasing, case management, and support services for domestic violence survivors, homeless youth, and other people living in identified state rights of way for which regular shelter placements are not appropriate, starting in July 2022; funded by the state for three years.
4. Siting, site improvements, and acquisition or building of fifty new tiny homes (capacity for about sixty people) prioritized for people living in WSDOT identified state rights of way, each with a window and locking door, with ready access to hygiene and food, occupancy goal of September 2022, or as soon as possible thereafter; funded by the state.
5. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the purchase and renovation of a hotel, or other existing high-density housing, that would provide approximately 100 units with an initial occupancy availability goal of September 2022, or as soon as possible thereafter. Up to half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way.
6. State capital and long-term operating and service funding, increased or decreased based on the number of units available, agreed to, and provided, for the siting and construction of approximately 50 new units of permanent housing with necessary services. At least half of the units will be prioritized for people living in or relocated from WSDOT-identified state rights of way, in alignment with the portion of project funding derived from sources dedicated to housing people living in state rights of way
7. Additional state capital and long-term operating and service funding for the project(s), based on the number of units available, agreed to, and provided, currently under development to address funding gaps and that is associated with people living in or relocated from WSDOT identified state rights of way.
8. Adequate funding for staff time associated with coordination and administration of rights of way activities; funded by the state for three years.
9. WSP engaged with serving notice to and removal as needed of people on WSDOT identified state rights of way.
10. With available resources at the scale necessary, WSP will assist WSDOT and local government agencies with individuals living on WSDOT-identified rights of way.\
11. WSDOT cleans sites after people have been relocated and makes site improvements to prevent future occupancy. WSDOT will respond to requests for additional or ongoing site changes identified by local governments to help prevent re-occupancy.
12. With available resources at the scale necessary, WSDOT and WSP will coordinate with local governments to monitor and maintain cleared state rights of way sites. Add the KWW language here (WSP is required to adhere to the following and input language here). Goal is to reference the language that we are required to adhere to.

**KEEP WASHINGTON WORKING**

Under Washington's recently passed Keep Washington Working (KWW) law, the WSP is generally prohibited from enforcing federal immigration law. See RCW 10.93.160. This prohibition is in recognition of the fact that, standing alone, an individual's unauthorized presence in the United States is not a violation of state or local law. Thus, neither WSP nor any of its members may contract in any way to provide civil or non-criminal immigration enforcement assistance, including through agreements for task force participation, mutual aid, data sharing, communications dispatch, or any other agreement that shares resources and/or provides data as described herein. Therefore, WSP will follow this prohibition when performing services hereunder.

**GOVERNOR'S PROCLAMATION 22-12**

Pursuant to the provisions of RCW 9.02.110, RCW 9.02.120, and the Governor's Directive 22-12 dated June 30, 2022, the WSP is generally prohibited from cooperating with or providing assistance to out-of-state abortion and other reproductive health care investigations, prosecutions or other legal actions. Therefore, WSP will follow this prohibition when performing services hereunder.

**COVERAGE**

This agreement covers WSDOT-identified state rights of way sites located in Thurston County that will be mutually agreed to by the parties to this agreement. The number of sites and people addressed through this agreement is subject to increase or decrease based on a good faith review of the adequacy of committed and available resources and what is needed to address the identified sites and the individuals and families living on them.

**AMENDMENTS**

Any amendments to this Agreement shall be in writing and agreed to by all parties.

**TERMS**

The parties to this agreement are required to give 90 days advance notice of their intent to withdraw from the agreement. At this time the term of this Memorandum is open-ended and will remain so until the majority of signatories decide to terminate the partnership.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**SIGNATURES**

Washington State Department of Commerce

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Signature of Diane Klontz

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Date

Washington State Department of Transportation

DocuSigned by:



10/17/2022 | 1:22 PM PDT

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Signature of Amy Scarton

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Date

Washington State Patrol

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Signature of Walter Hamilton

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Date

Thurston County

DocuSigned by:



10/24/2022 | 8:05 AM PDT

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Signature of Ramiro Chavez

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Date

City of Lacey

DocuSigned by:



11/1/2022 | 8:58 AM PDT

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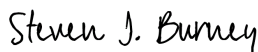
Signature of Scott Spence

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Date

City of Olympia

DocuSigned by:



11/1/2022 | 9:14 AM PDT

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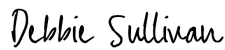
Signature of Steven J. Burney

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Date

City of Tumwater

DocuSigned by:



11/4/2022 | 11:39 AM PDT

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Signature of Debbie Sullivan

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Date

**Certificate Of Completion**

Envelope Id: 715E7E2131B84E0C88E40EA7EF71B82A

Status: Completed

Subject: Complete with DocuSign: FINAL Thurston County MOU 10-17-22.pdf

Division:

Community Services and Housing

Program: ROW Initiative

ContractNumber: Thurston MOU

DocumentType:

Other

Source Envelope:

Document Pages: 5

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Nathan Peppin

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Envelopeld Stamping: Enabled

MS 42525

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Olympia, WA 98504-2525

nathan.peppin@commerce.wa.gov

IP Address: 147.55.134.124

**Record Tracking**

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10/17/2022 11:49:16 AM

nathan.peppin@commerce.wa.gov

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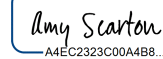
**Signer Events**

Amy Scarton

ScartoA@wsdot.wa.gov

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
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Viewed: 10/17/2022 1:22:38 PM

Signed: 10/17/2022 1:22:51 PM

Signature Adoption: Pre-selected Style

Using IP Address: 198.238.213.147

**Electronic Record and Signature Disclosure:**

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Ramiro Chavez

ramiro.chavez@co.thurston.wa.us

County Manager

Security Level: Email, Account Authentication  
(None)

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Accepted: 6/10/2022 11:04:17 AM

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Scott Spence

sspence@ci.lacey.wa.us

Lacey City Manager

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

  
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| Signer Events                                                                                                        | Signature                                                                                                                                                                                                   | Timestamp                                                                                  |
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| Steven J. Burney<br>jburney@ci.olympia.wa.us<br>City Manager<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br><br>BEF065DD5C7B4A7...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 152.44.142.131 | Sent: 11/1/2022 8:58:27 AM<br>Viewed: 11/1/2022 9:14:39 AM<br>Signed: 11/1/2022 9:14:48 AM |

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|                                                                                                                                     |                                                                                                                                                                                                          |                                                                                              |
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| Debbie Sullivan<br>DSullivan@ci.tumwater.wa.us<br>Mayor<br>City of Tumwater<br>Security Level: Email, Account Authentication (None) | DocuSigned by:<br><br>691AEF6684BC44E...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 73.140.5.12 | Sent: 11/1/2022 9:14:50 AM<br>Viewed: 11/4/2022 11:38:53 AM<br>Signed: 11/4/2022 11:39:14 AM |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Darian Lightfoot<br>dlightfo@ci.olympia.wa.us<br>Housing Programs Manager<br>Security Level: Email, Account Authentication (None) | <div>VIEWED</div><br>Using IP Address: 152.44.142.131 | Sent: 10/17/2022 12:03:52 PM<br>Viewed: 10/17/2022 12:14:04 PM |
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| Melody Valiant<br>MVALIANT@ci.tumwater.wa.us<br>Security Level: Email, Account Authentication (None) | <div>VIEWED</div><br>Using IP Address: 216.243.3.222 | Sent: 10/17/2022 12:07:24 PM<br>Viewed: 10/18/2022 7:44:05 AM |
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| Mitchel Craig<br>Mitchel.Craig@wsp.wa.gov<br>Security Level: Email, Account Authentication (None) | <div>VIEWED</div><br>Using IP Address: 167.72.44.20 | Sent: 10/17/2022 12:03:52 PM<br>Viewed: 10/18/2022 11:32:47 AM |
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| Rick Walk<br>RWALK@ci.lacey.wa.us<br>Security Level: Email, Account Authentication (None)                                          | <div>VIEWED</div><br>Using IP Address: 50.232.235.42  | Sent: 10/17/2022 12:03:52 PM<br>Viewed: 10/17/2022 2:28:45 PM  |
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| Thomas Webster<br>thomas.webster@co.thurston.wa.us<br>Security Level: Email, Account Authentication (None)                         | <div>VIEWED</div><br>Using IP Address: 65.141.171.210 | Sent: 10/17/2022 12:03:52 PM<br>Viewed: 10/17/2022 12:18:16 PM |
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| Carbon Copy Events                                                                                                                 | Status                                                | Timestamp                                                      |
| Witness Events                                                                                                                     | Signature                                             | Timestamp                                                      |
| Notary Events                                                                                                                      | Signature                                             | Timestamp                                                      |
| Envelope Summary Events                                                                                                            | Status                                                | Timestamps                                                     |
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| Certified Delivered                                                                                                                | Security Checked                                      | 11/4/2022 11:38:53 AM                                          |
| Signing Complete                                                                                                                   | Security Checked                                      | 11/4/2022 11:39:14 AM                                          |
| Completed                                                                                                                          | Security Checked                                      | 11/4/2022 11:39:14 AM                                          |
| Payment Events                                                                                                                     | Status                                                | Timestamps                                                     |
| Electronic Record and Signature Disclosure                                                                                         |                                                       |                                                                |

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Washington State Department of Commerce:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov)

#### **To advise Washington State Department of Commerce of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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#### **To withdraw your consent with Washington State Department of Commerce**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [docusign@commerce.wa.gov](mailto:docusign@commerce.wa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

FINANCE & ECONOMIC DEVELOPMENT COMMITTEE MINUTES  
OCTOBER 25, 2022  
8:30 A.M. – 9:20 A.M.  
REMOTE & IN-PERSON ATTENDANCE

To view the full video or a specific topic you may watch the video-stream on the City of Lacey's YouTube Channel: <https://youtu.be/hiVkoHU8RSQ>

COUNCIL PRESENT: MAYOR RYDER (CHAIR), DEPUTY MAYOR MILLER, COUNCILMEMBER GREENSTEIN

STAFF PRESENT: SCOTT SPENCE, TROY WOO, SCOTT EGGER, AUBREY COLLIER, AND ASHLEY SMITH

ACTION: APPROVE FINANCE & ECONOMIC DEVELOPMENT COMMITTEE AGENDA  
MOTION: MOTION MADE, SECONDED, AND CARRIED BY COUNCILMEMBER GREENSTEIN AND DEPUTY MAYOR MILLER

**PROCUREMENT LMC UPDATE AND MRSC VENDOR ROSTER**

STAFF: AUBREE COLLIER, CITY ENGINEER  
ACTION: RECOMMEND FORWARDING PROPOSED ORDINANCE AND RESOLUTION TO FULL CITY COUNCIL FOR CONSIDERATION AND ADOPTION  
MOTION: MOTION MADE, SECONDED, AND CARRIED BY MAYOR RYDER AND COUNCILMEMBER GREENSTEIN

A vendor roster is a directory of vendors that is used for procurement of goods, supplies, material, equipment, and purchased services (not professional engineer/architect services).

MRSC provides a roster service for local governments across Washington, connecting hundreds of local governments to thousands of vendors for purchases, as well as public works and consulting services.

The City currently has a contract with MRSC to participate in both the consultant and small works public works rosters as approved in Resolution 949.

Staff reviewed Lacey Municipal Code (LMC) Chapter 2.72 Public Property Acquisition Disposal to determine if the bid limit levels and other language were still appropriate

since last updated in 1988. In addition to finding the bid limits are outdated, it was determined that the LMC was not the appropriate place to provide bid limits.

The dollar thresholds for purchase of supplies, materials, equipment and services will now be acquired in the manner determined by the City Manager pursuant to policy as determined by resolution.

The City Manager, with assistance from the Finance Director, will determine procedures of procurements to ensure that the City is meeting all federal, state, and legal requirements and also to ensure good stewardship of public funds.

### **PROPERTY TAX DISCUSSION**

STAFF: TROY WOO, FINANCE DIRECTOR

ACTION: INFORMATION ONLY

Each year the taxing districts must certify their budgets and property tax levies by November 30, or the County Assessor must use the previous year's certified levy amounts.

There are a number of adjustments to the City's property tax levy. The proposed 2023 levy will be increased by the refund levy, revenue limit, annexation value, and new construction.

The refund levy represents adjustments that were made to property assessments based on property owner assessment appeals, technical errors, or the granting of exemptions. These adjustments were made during the period of October 1, 2021, through September 30, 2022.

The inflation factor to be used to determine 2023 property tax collection is 6.457 percent, so the City Council is authorized to increase property taxes by the 101 percent property tax limit.

The proposed ad valorem tax ordinance states the 2023 general property tax at \$8,506,962. This will result in an estimated levy rate of \$0.6703 per \$1,000 of assessed valuation. This is an increase of \$460,350 or 5.72 percent compared to the 2022 general property tax collections.

The adjustments to next year's levy include a \$184,954 increase due to new construction, \$181,565 annexation, an \$80,466 increase due to exercising the 1.0 percent revenue limit adjustment, and a \$13,365 increase from the 2022 refund levy.

The proposed ordinance also sets the voter-approved GO Bond redemption property tax levies.

### **2023 UTILITY RATE ORDINANCES**

STAFF: TROY WOO, FINANCE DIRECTOR

ACTION: INFORMATION ONLY

The next scheduled update of the sewer comprehensive plan is anticipated to commence during 2023. The plan updated requirement for the sewer comprehensive plan (2015) was extended beyond the last multi-year sewer rate schedule. As a result, the City's rate consultant prepared a sewer revenue requirement model, which recommended rates for the years 2022 to 2027.

The updated sewer rate model recommends a 9.5 percent annual increases.

The proposed 2023 Budget assumes adoption for the 4.5 percent stormwater rate increase consistent with the six-year rate recommendation.

The 2023 proposed budget assumes 5.25 percent Water service rate increase effective January 1, 2023.

The proposed 2023 sewer rates were presented at the October 6, 2022, Budget Workshop. The proposed rates will be presented and sewer customers will have an opportunity to provided testimony at the November 3, 2022, revenue hearing. The City Council is scheduled to consider the 2023 Sewer Rate Ordinance at its November 17, 2022, meeting.

### **PORTFOLIO STRATEGY DISCUSSION**

STAFF: TROY WOO, FINANCE DIRECTOR

ACTION: BRIEFING

Staff briefed the Committee on their recent annual meeting with the City's investment advisor.

Earlier this year, the City Council adopted a new investment policy earlier this year, There are no suggested changes to the policy, but staff reminded the Committee that they did change from a zero to three benchmark to a zero to five.

One change that was recommended was to shift more money from liquid funds into core longer term funds, which is an additional \$20 million. When staff met with the investment advisor about two weeks ago, the difference in rate was 1.1 percent. This would be invested at the longer end due to transitioning from a zero to three to a zero to five benchmark.

GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE  
OCTOBER 25, 2022  
9:30 A.M. – 10:00 A.M.  
REMOTE AND IN PERSON

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel: [https://youtu.be/tQ\\_bZ5hRd70](https://youtu.be/tQ_bZ5hRd70)

COUNCIL PRESENT: COUNCILMEMBERS GREENSTEIN (CHAIR), MAYOR ANDY RYDER

COUNCIL EXCUSED: COUNCILMEMBER KUNKEL

STAFF PRESENT: SCOTT SPENCE, ROBERT ALMADA, RICK WALK, SCOTT, EGGER, SARAH SCHELLING, JAMIE OAKLAND, TABETHA RESTOULE

ACTION: APPROVE THE GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE AGENDA

MOTION: MOTION MADE, SECONDED, AND CARRIED BY MAYOR RYDER AND COUNCILMEMBER GREENSTEIN

**MIDTOWN UTILITY BOX WRAP UPDATE**

STAFF: SARAH SCHELLING, SENIOR PLANNER

ACTION: INFORMATION ONLY

At the beginning of 2020, a priority of the City Council were utility box wraps and banners. Due to the pandemic, this priority was placed on hold until recently.

Staff has made progress on the utility box wrap project. There are eight utility boxes in the Midtown District that were intended to be wrapped with the logo and some branding materials for MidTown.

The implementation schedule includes finalizing the graphic design for the wraps, finalizing the locations, select a vendor, coordinate with Operations, development a community message, and then launch in early 2023.

Mayor Ryder requested the wraps include photos of St. Martin's University and SPSCC Lacey Campus displayed on them, specifically on the "Learn" portion of the wrap

### **2022 PROPERTY RETAINED BY POLICE DEPARTMENT**

STAFF: ROBERT ALMADA, CHIEF OF POLICE  
ACTION: INFORMATION ONLY

Chief Almada provided an annual review of property retained by the Police Department, as required by RCW 63.32.010.

Staff presented the inventory list and noted the only addition in 2022 was a pair of bolt cutters, which will be placed in one of the sergeant's vehicles.

This item will also be placed on the an upcoming City Council meeting agenda under Consent Agenda.

### **VANDALISM IN PARKS**

STAFF: JAMIE OAKLAND, PARKS MAINTENANCE SUPERVISOR  
ACTION: INFORMATION ONLY

Staff briefed the Committee on the misconduct and vandalism in the City's parks and facilities. There were 108 events of vandalism, theft and graffiti for 2022.

#### **Vandalism**

- Explosive in Honey Bucket at Bush Park
- Dumpster fire at Rainier Vista Park
- Damaged power meter at Wonderwood park
- Windows broken at Long Lake House
- Broken needle deposit box at Huntamer Park

#### **Theft**

- Workman stolen from Rainier Vista Park – estimated total \$16,437.36
- Blower and Line Trimmer at Rainier Vista Park – estimated total cost \$883.94
- Workman stolen from Regional Athletic Complex (RAC) - materials \$510.04; 8.5 hours labor \$1,266.03
- Two break-ins at Operations Services Center
  - o Broke out windows to three vans – repairs \$2,736.07
  - o Stole generators and power tools – replacement \$4,497.58, labor 99.5 hours \$4,864.52
- Break in at RAC shop – cost \$474.44 fuel cans

#### **Grffiti**

- 84 events of graffiti in 285 days at City parks and facilities
- 78 bathrooms vandalized and temporarily closed to the public
- New cameras install at the RAC - \$200,000 more will be installed in 2023

#### Cost to Parks, Public Works, and Public

- Parks and Facilities
  - o Labor hours – 368 hrs Parks and Facilities
  - o Labor cost - \$19,000
  - o Materials cost - \$11,000
  - o 78 bathrooms vandalized and temporarily closed to the public

Staff projects \$36,000 in labor and 690 labor hours for Public Works Operations in 2022. This is a 200% increase over the last 5-year average.

TRANSPORTATION COMMITTEE MINUTES  
NOVEMBER 1, 2022  
11:00 A.M. – 11:13 A.M.  
REMOTE AND IN PERSON ATTENDANCE  
NO QUORUM

To view the full meeting or a specific topic, you may watch the full video-stream which is available on the City of Lacey's YouTube Channel: <https://youtu.be/OykHjwXBTaA>

COUNCIL PRESENT: DEPUTY MAYOR MILLER (CHAIR)

COUNCIL EXCUSED: COUNCILMEMBERS STEADMAN AND VAZQUEZ

STAFF PRESENT: SCOTT SPENCE, RICK WALK, BRIAN PETRIN, AUBREY COLLIER,  
ASHLEY SMITH, MARTIN HOPPE, TABETHA RESTOULE

Although there was no quorum at the Transportation Committee meeting, staff presented to those who attended.

**STATE OF THE STREETS REPORT**

STAFF: BRIAN PETRIN, CIVIL ENGINEER

ACTION: INFORMATION ONLY

The State of the Streets Report will now be reported biennially instead of annually to the Transportation Committee. The Committee will receive the report in odd-numbered years. This is due to the growing network and weather limitations causing annual ratings to be increasingly difficult to complete.

Switching to biennial reporting reduces City costs, promotes higher ratio of time spent on valuable data analysis, provides additional time to work with the data and free up approximately two (2) months of time per year to work on capital projects.

The City's roadway network includes 1149 sections, 180.38 centerline miles, 417.83 lane miles, and 1.13 square miles.

Staff provided an account of how much time is involved:

- Two (2) weeks of preliminary prep
- 12 weeks roadway rating
- Two (2) weeks to finalize data
- Six (6) weeks for report production

UTILITIES COMMITTEE MINUTES  
NOVEMBER 7, 2022  
12:00 P.M. – 12:21 P.M.  
REMOTE AND IN PERSON ATTENDANCE

To hear the full discussion of a specific topic, or the complete meeting, you may watch the video-stream available on the City of Lacey's YouTube Channel:  
[HTTPS://WWW.YOUTUBE.COM/WATCH?V=66XVNNGXUvU&LIST=PL0FQFFNAJWBOWUTASZXYAZLGO7VETLAA&INDEX=1](https://www.youtube.com/watch?v=66XVNNGXUvU&list=PL0FQFFNAJWBOWUTASZXYAZLGO7VETLAA&index=1)

COUNCIL PRESENT: COUNCILMEMBERS KUNKEL (CHAIR) AND COX (REMOTE)

COUNCIL EXCUSED: COUNCILMEMBER STEADMAN

STAFF PRESENT: SCOTT SPENCE, SCOTT EGGER, PETER BROOKS, ROGER DICKINSON, AUBREY COLLIER, ASHLEY SMITH, TRAVIS LEWIS, PERI EDMONDS

ACTION: APPROVE UTILITIES COMMITTEE AGENDA  
MOTION: MOTION MADE, SECONDED AND CARRIED BY COUNCILMEMBERS COX AND KUNKEL

**LIFT STATIONS**

STAFF: TRAVIS LEWIS, SENIOR MAINTENANCE TECHNICIAN  
ACTION: INFORMATION ONLY

Travis Lewis, Senior Maintenance Technician, provided a review on the City's Lift Stations.

Primary responsibilities of the team include the following:

- Wet Wells
- Pumps
- Valves
- Electrical Cabinet and Controls
- SCADA (Supervisory Control and Data Acquisition)
- Standby generator operation and maintenance
- Odor and Corrosion Control

Staff highlighted the overall operations, and reviewed in detail the various types of lift stations operated by the City. The City has a total of 46 lift stations, each housing 2-4 pumps. In 2021, City lift stations pumped nearly 864 million gallons of wastewater.

### **UTILITY CONSTRUCTION UPDATE**

STAFF: ASHLEY SMITH, DESIGN & CONSTRUCTION MANAGER

ACTION: INFORMATION ONLY

Ashley Smith, Design & Construction Manager, provided detailed updates on the following Utility Construction Projects in the City:

- **Lift Station 12 Abandonment:** Estimated completion Q4 of 2022.
- **Lift Station 19 Replacement:** Estimated completion Q1 of 2024 - Currently suspended due to material delays.
- **Lift Station 49:** Estimated completion December 2022.
- **Source 01 (S01) Supplemental:** Estimated completion late November.
- **Hawks Prairie Sister Standpipe** – Added a sister station (2 million gallon tank).
- **Terry Cargil Reservoir:** Estimated completion Q2 of 2024.
- **Manhole/Valve Adjustment:** Estimated completion December 2022.
- **2022 Carpenter Road Improvements:** Engineers estimate \$3.4 million; combination of nights and weekends to work on the project due to the large impact on residents.