



## GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

NOVEMBER 14, 2016

5:30 P.M.

COUNCIL CHAMBERS

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1. **PERMIT FEE STUDY**  
*RICK WALK, COMMUNITY DEVELOPMENT DIRECTOR*  
*GEORGE SMITH, ECONOMIC DEVELOPMENT COORDINATOR*  
(STAFF REPORT ATTACHED)
  
2. **COOPERATIVE SERVICES AGREEMENT WITH USDA – WILDLIFE SERVICES**  
*SCOTT EGGER, PUBLIC WORKS DIRECTOR*  
(STAFF REPORT ATTACHED)
  
3. **AGREEMENT WITH TUMWATER SCHOOLS FOR POOL USE**  
*JEN BURBIDGE, PARKS AND RECREATION DIRECTOR*  
(STAFF REPORT ATTACHED)
  
4. **NISQUALLY JAIL SERVICES AGREEMENT**  
*CHRIS WARD, POLICE COMMANDER*  
(STAFF REPORT ATTACHED)
  
5. **CONSIDER AMENDMENT TO PARKS BOARD LMC**  
*ANDY RYDER, MAYOR*  
(ATTACHMENT)



## GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

November 14, 2016

**SUBJECT:** Review of Community Development Department Application Fees and Recommendation for fee adjustments

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**RECOMMENDATION:** Forward staff recommended permit fees to the City Council for consideration.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Rick Walk, Community Development Department Director *RW*  
George Smith, Economic Development Coordinator *GES*

**ORIGINATED BY:** Community Development Department

**ATTACHMENTS:** 1. [Cost Recovery Fee Analysis Spreadsheet, November 7, 2016.](#)

**FISCAL NOTE:** Adjusted fees will provide closer balance between City review costs and fee revenues dependent on land use application and construction activity.

**PRIOR REVIEW:** None

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### BACKGROUND:

In 2015, the City formed an internal budget committee of employees to review and identify actions the organization can take to improve efficiencies and either cut or recover costs. This budget committee identified planning and building fees as an item that should be reviewed to ensure that City costs are identified and the application fees adequately cover a majority of the cost for review. The 2017 budget also recommends a review of the Community Development fee schedule and to implement increases where found appropriate by the City Council.

The City approach to fees has historically been to recover a majority of the City's cost of permit review through application fees. The rationale is the review staff are providing a service to the applicant by efficiently reviewing and approving applications, plans, issuing

building permits, and inspecting the work performed under those permits. In addition, the City review staff serves the broader community interest by ensuring development projects meet the codes, regulations, policies, and vision of the community. Based on this dual public service, the community should bear a minor portion of the cost.

The City of Lacey Community Development Department fee schedule for land use and building application/permit fees has not been adjusted since 1992. In addition, the amount of staff time required to provide review services has not been reviewed to determine the cost of providing permitting services. While the planning fees have been adjusted annually, based on changes in salary levels in the Community Development Department a holistic review of the staff cost in comparison to fee rates has not been completed and the building permit fees have not been adjusted for over 24 years.

Additionally, improved operating efficiencies, offset by the increased complexity of regulations, and the increased complexity of the projects themselves, have likely caused the cost recovery fees to become misaligned with the amount of actual staff time—and therefore cost—necessary to provide the specific services. In addition, over time, some services have been added, eliminated, or modified without the cost recovery fees reflecting those changes.

For these reasons, the Community Development Department began a comprehensive review of the planning- and building-related services it provides, and an analysis of the amount and types of staff time required to provide each service. A fully-burdened labor rate was calculated for the staff positions providing the service. In some cases, where planning- and building-related services required staff time from the Public Works Department, their staff time and fully-burdened labor rate was also factored into the cost calculation.

Once the cost for each service was determined, a cost recovery factor was calculated. For services that were required by the City in order for development or building to take place, such as site plan review or a building permit, we used a 75% cost recovery factor, taking into account both applicant and community interest. For services that are not required and a 100% benefit to the applicant, such as the deferral of impact fees, the cost recovery fee was calculated at 100%.

Currently, some third party fees, such as required publication of public notices, are imbedded in the City's cost recovery fee. Other third party fees, such as recording fees, are passed through to the applicant. For consistency, and to avoid a situation where a third party raising its fees, would result in a public subsidy of those third party fees, the recommendation will be to pass all third party fees through to the applicant.

To check for reasonableness, we have developed a comparison of Lacey's cost recovery fees to our peer cities. Prior to presenting the proposed fees to the City Council, we plan to meet with the Olympia Master Builders for their input.

Staff will present the recommended fee schedule, background information and walk through a couple of examples at the General Government and Public Safety Committee at the meeting. After the presentation and questions and answers, staff will discuss the steps to inform and gain feedback from interested parties, such as Olympia Master Builders, prior to bringing this proposal to the full Council.

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**ADVANTAGES:**

1. Updated cost recovery fees will more accurately reflect the true cost of providing services.
2. More accurate cost recovery fees will ensure that costs are recovered equitably on all planning- and building-related services.
3. More equitable cost recovery will ensure that builders and homeowners are neither subsidizing nor being subsidized by the general population of Lacey.
4. Given the more than 30 years since cost recovery fees for building services were reviewed, it is anticipated that the update will result in additional; resources being made available to provide planning and building services without negatively impacting resources available for public safety or Parks..

**DISADVANTAGES:**

1. Some cost recovery fees will increase

**Cost Recovery Fee Analysis (Planning, Building, Plus CD cost of Business License)  
Prepared November 7, 2016 by George Smith**

| <div style="background-color: yellow; padding: 2px;">\$1.00 of purchasing power in 1992 would require \$1.72 in 2016</div> | Suggest delete            | Fee REDUCTION         | No Change                        | Noteworthy  | Still need                    | Increase |   |                   |
|--|---------------------------|-----------------------|----------------------------------|---|-------------------------------|----------|---|-------------------|
|  | Cost Recovery Fee         | Lacey (Now)           | Lacey Cost (12)                  |   | Lacey (Recommended) (12) (13) |          | % Cost Recovery   | Peer City Average |
| Planning   |                           |                       |                                  |   |                               |          |   |                   |
| NEW--Administrative Cost Recovery-Deferred Impact Fees   | New Service/Cost Recovery | TBD                   | + OOP                            | Full cost recovery based on staff time                      | + OOP                         | 100%     | \$141.63/hr.  | New               |
| NEW--Annexation--Initiated by Property Owner(s)  | New Service/Cost Recovery | \$2,387.32            | + OOP                            | \$1,795.00  | + OOP                         | 75%      | (1) Actual based on \$141.63/hr.<br>(2) \$2,605           | New               |
| Appeal Administrative Determination to Hearings Examiner   | \$580.00                  | \$8,425.84            | + OOP, + Clerk, + CAO            | \$6,350.00  | + OOP waived if appeal upheld | 75%      | (1) Actual based on \$141.63/hr.<br>(2) \$460             | 995%              |
| Appeal Administrative Determination of Hearings Examiner to Legislative Body   | \$580.00                  | \$140.43              | + OOP, + Clerk, + CAO            | Leave as is to offset underlying costs , Clerk, & CAO costs | + OOP                         | 100%     | (1) Actual based on \$141.63/hr.<br>(2) \$250 + OOP       | 0%                |
| Appeal Administrative Determination of SPR/SS to Hearings Examiner   | <del>\$1,035.00</del>     | <del>\$8,425.84</del> | <del>+ OOP, + Clerk, + CAO</del> | <del>Recommend elimination of category</del>                |                               |          | <del>(1) Actual based on \$141.63/hr.<br/>(2) \$580</del> |                   |
| Appeal Hearings Examiner Determination of SPR/SS to Legislative Body   | \$1,035.00                | \$140.43              | + OOP, + Clerk, + CAO            | Leave as is to offset underlying costs , Clerk, & CAO costs | + OOP                         | 100%     | (1) Actual based on \$141.63/hr.<br>(2) \$500             | 0%                |

|   |                  |                  |  |       |        |  |      |
|---|------------------|------------------|--|-------|--------|--|------|
| Binding Site Plan--Preliminary                    | \$700 + \$38/lot | \$1,903.23 + OOP | Leave as is  | + OOP | Varies | (1) Actual based on \$141.63/hr.<br>(2) \$1,468 + \$51/lot | 0%   |
| Binding Site Plan--Final                          | \$700 + \$38/lot | \$854.14 + OOP   | Leave as is  | + OOP | Varies | (1) Actual based on \$141.63/hr.<br>(2) \$693 + \$34/lot   | 0%   |
| Boundary Line Adjustment                          | \$298.00         | \$702.15 + OOP   | \$525.00 + OOP   | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$557              | 76%  |
| Comprehensive Plan Amendment                      | \$1,848.00       | \$4,704.43 + OOP | \$3,550.00 + OOP   | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$1,294            | 92%  |
| Comprehensive Plan Amendment, with Rezone         | \$2,768.00       | \$5,547.01 + OOP | \$4,175.00 + OOP   | + OOP | 75%    | (1) Actual based on \$141.63/hr.                           | 51%  |
| Conditional Use Permit                            | \$1,734.00       | \$3,229.91 + OOP | \$2,425.00 + OOP   | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$2,611            | 40%  |
| Condominium                                       | \$700 + \$38/lot | \$561.72 + OOP   | REDUCE fee to \$400 + \$38/UNIT (recommend change "lot" to "unit") | + OOP | Varies | (1) Actual based on \$141.63/hr.                           | -43% |
| Design Review Application                         | N/A              |                  |  | + OOP |        |  | N/A  |
| — Commercial                                      | \$460.00         |                  | Recommend elimination of category                                  | + OOP |        |  |      |
| — Multi-family                                    | \$242.00         |                  | Recommend elimination of category                                  | + OOP |        |  |      |
| Residential (single family or accessory dwelling) | \$72.00          | \$140.43         | \$105.00 + OOP   | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$555              | 46%  |

|  |                           |                     |                |   |       |   |  |     |
|--|---------------------------|---------------------|----------------|---|-------|---|--|-----|
| NEW--Industrial  |                           | \$491.51            |                | \$370.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.              | -20%   |     |
| NEW--Commercial, Mixed Use, & Multi-Family                   | Varies by type            |                     |                |   |       | (1) Actual based on \$141.63/hr.<br>(2) \$555 | N/A  |     |
| < \$1 million  |                           | \$210.65            |                | \$158.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.<br>(2) \$555 | -66%   |     |
| \$1 million to \$5 million                                   |                           | \$491.51            |                | \$370.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.<br>(2) \$555 | -20%   |     |
| > \$5 million to \$10 million                                |                           | \$842.58            |                | \$635.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.<br>(2) \$555 | 38%  |     |
| > \$10 million   |                           | \$1,123.45          |                | \$848.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.<br>(2) \$555 | 84%  |     |
| — Mixed Use  |                           | <del>\$351.00</del> |                | <b>Recommend elimination of category</b>        |       |   |  |     |
| Environmental Checklist                                      |                           | \$298.00            | \$518.77 + OOP | \$390.00 + OOP                                  | 75%   | (1) Actual based on \$141.63/hr.<br>(2) \$645 | 31%  |     |
| Environmental Impact Statement                               | Variable Hourly Rate      | \$140.43 per hour   | + OOP          | \$140/hr.                                       | + OOP | 100%  | (1) Actual based on \$141.63/hr.<br>(2) \$3,241 (both + OOP) | 0%  |
| NEW--Fees for Planning-related services not otherwise listed | New Service/Cost Recovery | \$140.43 per hour   | + OOP          | \$140/hr. + OOP                                 | + OOP | 100%  | (1) Actual based on \$141.63/hr.                             | New |
| NEW--Forrester Hourly Rates                                  | New Service/Cost Recovery | \$80.00             | + OOP          | \$80--This is a pass through from the Forrester | + OOP | 100% (all OOP)                                | (1) Actual based on \$141.63/hr.<br>(2) \$80                 | 0%  |

|   |  |            |       |  |       |  |  |      |
|---|--|------------|-------|--|-------|--|--|------|
| NEW--Forrester Hourly Rates (Expert Testimony)                            | New Service/Cost Recovery                  | \$150.00   | + OOP | \$67--This is a pass through from the Forrester    | + OOP | 100% (all OOP)   | (1) Actual based on \$141.63/hr.<br>(2) \$80             | 0%   |
| NEW--Full Administrative Review   | New Service/Cost Recovery                  |            |       |  |       |  | (1) Actual based on \$141.63/hr.                         | New  |
| < \$1 million   | New Service/Cost Recovery                  | \$2,043.66 |       | \$1,535.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.                         | New  |
| \$1 million to \$5 million  | New Service/Cost Recovery                  | \$2,535.17 |       | \$1,910.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.                         | New  |
| > \$5 million to \$10 million   | New Service/Cost Recovery                  | \$3,588.40 |       | \$2,700.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.                         | New  |
| > \$10 million  | New Service/Cost Recovery                  | \$4,641.63 |       | \$3,500.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.                         | New  |
| NEW--Hazard Tree Report Review  | TABLE 14T-66 (Referred from LMC 14.32.035) | \$280.86   | + OOP | \$280.46 When paid by applicant (per Table 14T-66) | + OOP | 100% when paid by applicant--<br>0% when paid by City per Table 14T-66 | (1) Actual based on \$141.63/hr.                         | New  |
| Landclearing (Part of larger land use application such as SPR, CUP, etc.) | \$144 + tree professional costs            | \$140.43   | + OOP | REDUCE fee to \$105 + OOP                          | + OOP | 75%  | (1) Actual based on \$141.63/hr.<br>(2) \$251            | -27% |
| NEW--Landclearing (Stand-alone)   | New Service/Cost Recovery                  | \$421.29   | + OOP | \$315.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.<br>(2) 1% of est. value | New  |
| NEW--Limited Administrative Review  | New Service/Cost Recovery                  | \$280.86   |       | \$210.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.                         | New  |
| NEW--Master Plan Amendment  | New Service/Cost Recovery                  | \$9,830.15 |       | \$7,375.00   | + OOP | 75%  | (1) Actual based on \$141.63/hr.<br>(2) &1,600           | New  |

| NEW--Out of Pocket (OOP) Costs<br>(i.e. Recording/Releasing liens,<br>Forrester, and/or Publishing of<br>Required Notices) | New Service/Cost<br>Recovery |            | OOP   | Actual cost--NO<br>administrative fee  | + OOP | 100% |   | New  |
|--|------------------------------|------------|-------|--|-------|------|---|------|
| Planned Residential Development-<br>-Preliminary   | \$2,066 + \$38/Unit          | \$702.15   |       | REDUCE FEE to<br>\$525   | + OOP | 75%  | (1) Actual based<br>on \$141.63/hr.<br>(2) \$3,450              | -75% |
| Planned Residential Development-<br>-Final   | \$1,610.00                   | \$280.86   | + OOP | REDUCE FEE to<br>\$210 + OOP   | + OOP | 75%  | (1) Actual based<br>on \$141.63/hr.<br>(2) \$2,145              | -87% |
| <del>PRD Extension</del>   | <del>\$980.00</del>          |            |       | <b>Recommend<br/>elimination of<br/>category</b>                             |       |      | <del>(1) Actual based<br/>on \$141.63/hr.</del>                 |      |
| Presubmission Conferences  | FREE                         | \$1,799.40 |       | Highly recommend<br>that this service<br>remain FREE of cost<br>recovery fee | + OOP | 0%   | (1) Actual based<br>on \$141.63/hr.<br>(2) \$331                | 0%   |
| <del>Rezone Map</del>  | <del>\$2,308.00</del>        |            |       | <b>Recommend<br/>elimination of<br/>category</b>                             |       |      | <del>(1) Actual based<br/>on \$141.63/hr.<br/>(2) \$2,268</del> |      |
| Shoreline Conditional Use  | \$1,785.00                   | \$3,510.77 | + OOP | \$2,650.00   | + OOP | 75%  | (1) Actual based<br>on \$141.63/hr.<br>(2) \$1,684              | 48%  |
| <del>Shoreline Extension</del>   | <del>\$873.00</del>          |            |       | <b>Recommend<br/>elimination of<br/>category</b>                             |       |      | <del>(1) Actual based<br/>on \$141.63/hr.<br/>(2) \$430</del>   |      |
| Shoreline Master Program<br>Amendment  | \$1,852.00                   | \$8,074.76 | + OOP | \$6,050.00   | + OOP | 75%  | (1) Actual based<br>on \$141.63/hr.<br>(2) \$1,625              | 227% |
| Shoreline Substantial<br>Development Permit  | \$1,955.00                   | \$3,510.77 |       | \$2,650.00   | + OOP | 75%  | (1) Actual based<br>on \$141.63/hr.<br>(2) \$3,467              | 36%  |

|                                       |  |                  |  |  |        |  |   |      |
|---------------------------------------|--|------------------|--|--|--------|--|---|------|
| Shoreline Text Amendment              | \$1,610.00   |                  |  | Recommend elimination of category            |        |  | (1) Actual based on \$141.63/hr.                              |      |
| Shoreline Variance                    | \$1,033.00   | \$3,510.77       |  | \$2,650.00 + OOP                             | 75%    |  | (1) Actual based on \$141.63/hr.<br>(2) \$1,750               | 157% |
| Short Subdivision--Preliminary        | \$924 + \$125/lot  | \$1,653.77       |  | Leave as is + OOP                            | Varies |  | (1) Actual based on \$141.63/hr.<br>(2) \$1,509 + \$377/lot   | 0%   |
| Short Subdivision--Final              | \$924 + \$125/lot  | \$707.93 + OOP   |  | Leave as is (w/ OOP paid by applicant) + OOP | Varies |  | (1) Actual based on \$141.63/hr.<br>(2) \$877                 | 0%   |
| Sign Departure                        | \$580.00   | \$280.86         |  | REDUCE fee to \$210 + OOP                    | 75%    |  | (1) Actual based on \$141.63/hr.<br>(2) \$795                 | -64% |
| NEW--Sign Departure--Freeway-Oriented |  | \$3,229.91       |  | \$2,425.00 + OOP                             | 75%    |  | (1) Actual based on \$141.63/hr.<br>(2) \$795                 | NEW  |
| NEW--Site Plan Minor Amendment        | New Service/Cost Recovery  | \$140.43 + OOP   |  | \$105.00 + OOP                               | 75%    |  | N/A   | New  |
| Site Plan Review                      | \$0 to \$250,000 = \$580<br>\$250,001 to \$1 million = \$1,152<br>>\$1 million = \$2,360 |                  |  |  |        |  | (1) Actual based on \$141.63/hr.<br>(2) Varies widely by size |      |
| < \$1 million                         |  | \$2,043.66 + OOP |  | \$1,535.00 + OOP                             | 75%    |  |   | 33%  |
| \$1 million to \$5 million            |  | \$2,535.17 + OOP |  | \$1,910.00 + OOP                             | 75%    |  |   | -19% |
| > \$5 million to \$10 million         |  | \$3,588.40 + OOP |  | \$2,700.00 + OOP                             | 75%    |  |   | 14%  |
| > \$10 million                        |  | \$4,641.63 + OOP |  | \$3,500.00 + OOP                             | 75%    |  |   | 48%  |
| Site Plan Review by Hearings Examiner | \$2,306.00   | \$3,229.91 + OOP |  | \$2,425.00 + OOP                             | 75%    |  | (1) Actual based on \$141.63/hr.<br>(2) > \$5,000             | 5%   |

|   |                             |                   |       |  |       |        |  |        |
|---|-----------------------------|-------------------|-------|--|-------|--------|--|--------|
| Street Merchant--Limited Administrative Review                                      | \$140.00                    | \$280.86          |       | \$210.00                                 | + OOP | 75%    | (1) Actual based on \$141.63/hr.                               | 50%    |
| Subdivision--Preliminary  | \$2,066 + \$38/lot          | \$4,009.69        |       | Leave as is                              | + OOP | Varies | (1) Actual based on \$141.63/hr.<br>(2) \$4,650 + \$313.75/lot | 0%     |
| Subdivision--Final  | \$1,501 + \$38/lot          | \$1,415.87        | + OOP | Leave as is (w/ applicant paying OOP)    | + OOP | Varies | (1) Actual based on \$141.63/hr.<br>(2) \$1,840 + \$98/lot     | 0%     |
| Subdivision resubmission/extension  | \$580.00                    | \$140.43          | + OOP | Reduce Fee to \$105                      | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$587                  | -82%   |
| NEW--Tree Report Review   | New Service/Cost Recovery   | \$280.86          |       | \$210.00                                 | + OOP | 75%    | (1) Actual based on \$141.63/hr.                               | New    |
| Townhouse Development   | \$1,446 + \$37/unit<br>3924 |                   |       | <b>Recommend elimination of category</b> |       |        | <del>(1) Actual based on \$141.63/hr.</del>                    |        |
| Variance  | \$4,615.00                  | \$2,106.46        | + OOP | \$1,580.00                               | + OOP | 75%    | (1) Actual based on \$141.63/hr.<br>(2) \$1,791                | -66%   |
| Village Center application (including changing zoning maps)                         | \$580.00                    | \$140.43 Per Hour | + OOP | \$140/hr.                                | + OOP | 100%   | (1) Actual based on \$141.63/hr.                               | Varies |
| NEW--Wetlands Review--Administrative  | New Service/Cost Recovery   | \$1,123.45        |       | \$845.00                                 | + OOP | 75%    |  | New    |
| Wetland Review by SPR Committee   | \$580.00                    | \$842.58          | + OOP | \$635.00                                 | + OOP | 75%    |  | 9%     |
| Wetland Review by Hearings Examiner in conjunction with other land use applications | \$1,152.00                  | \$842.58          | + OOP | Reduce fee to \$635                      | + OOP | 75%    | (1) Actual based on \$141.63/hr.                               | -45%   |
| Wetland Review by Hearings Examiner   | \$2,306.00                  | \$1,404.31        | + OOP | Reduce fees to \$1,055                   | + OOP | 75%    | (1) Actual based on \$141.63/hr.                               | -54%   |

|  |   |            |       |             |       |     |   |      |
|--|---|------------|-------|-------------|-------|-----|---|------|
| NEW--Woodland District Review Fee (Based on Project Value) | New Service/Cost Recovery                       |            |       |             | + OOP | 75% | (1) Actual based on \$141.63/hr.                | New  |
| < \$1 million  |   | \$2,043.66 |       | \$1,535.00  | + OOP | 75% | (1) Actual based on \$141.63/hr.                | New  |
| \$1 million to \$5 million                                 |   | \$2,535.17 |       | \$1,910.00  | + OOP | 75% | (1) Actual based on \$141.63/hr.                | New  |
| > \$5 million to \$10 million                              |   | \$3,588.40 |       | \$2,700.00  | + OOP | 75% | (1) Actual based on \$141.63/hr.                | New  |
| > \$10 million   |   | \$4,641.63 |       | \$3,500.00  | + OOP | 75% | (1) Actual based on \$141.63/hr.                | New  |
| NEW--Zoning Verification Letter                            | New Service/Cost Recovery                       | \$280.86   |       | \$210.00    | + OOP | 75% | (1) Actual based on \$141.63/hr.<br>(2) \$100   | New  |
| Zoning Text Amendment                                      | \$1,333.00                                      | \$4,704.43 | + OOP | \$3,550.00  | + OOP | 75% | (1) Actual based on \$141.63/hr.<br>(2) \$1,210 | 166% |
|  |   |            |       |             |       |     |   |      |
|  |   |            |       |             |       |     |   |      |
| Business License   |   |            |       |             |       |     |   |      |
| Regular  | \$25.00   | \$107.76   |       | Leave as is |       | 23% |   | 0%   |
| Temp   | \$50.00   | \$107.76   |       | Leave as is |       | 46% |   | 0%   |
|  |   |            |       |             |       |     |   |      |
| Building Permit Fees                                       |   |            |       |             |       |     |   |      |
| TOTAL VALUATION  |   |            |       |             |       |     |   |      |
| \$1.00 to \$500.00   | \$23.50   | \$207.98   |       | \$50.00     |       | 24% | \$53.80   | 113% |
| \$501.00 to \$2,000.00                                     | \$69.25 (based on highest amount within range)  | \$207.98   |       | \$100.00    |       | 48% | \$132.78  | 44%  |
| \$2,001.00 to \$25,000.00                                  | \$391.25 (based on highest amount within range) | \$623.94   |       | \$470.00    |       | 75% | \$437.75  | 20%  |

|  |   |                |  |  |  |        |  |      |
|--|---|----------------|--|--|--|--------|--|------|
| \$25,000.00 to \$50,000.00   | \$644.25 (based on highest amount within range) | \$831.92       |  | \$625.00   |  | 75%    | \$657.25   | -3%  |
| \$50,001.00 to \$100,000.00  | \$993.75 (based on highest amount within range) | \$1,247.88     |  | \$942.00   |  | 75%    | \$1,134.38   | -5%  |
| \$100,001.00 to \$500,000.00   | \$993.75 + \$5.60/\$1,000 > \$100,000           | \$2,901.76     |  | Leave as is  |  | Varies | \$3,819.75   | 0%   |
| \$500,001.00 to \$1,000,000.00   | \$3,233.75 + \$4.75/\$1,000 > \$500,000         | \$3,869.01     |  | Leave as is  |  | Varies | \$6,282.63   | 0%   |
| \$1,000,001.00 and up  | \$5,608.75 + \$3.65/\$1,000 > \$1 million       | \$5,126.86     |  | Leave as is  |  | Varies | \$37,544.13  | 0%   |
| NEW--Inspections Outside of Normal Business Hours                            | New Service/Cost Recovery                       | \$343.31       |  | \$343.00   |  | 100%   | Based on hourly rate, at overtime, with minimums               | New  |
| Reinspection Fees  | \$49.50   | \$67.67        |  | \$51.00  |  | 75%    | \$140.00   | 3%   |
| Inspections w/o Specified Fees   | \$49.50   | \$140.31       |  | \$105.00   |  | 75%    | \$135.79/hr.   | 112% |
| Additional Plan Review Required by Changes, Additions, or Revisions to Plans | \$49.50   | \$435.90       |  | \$328.00   |  | 75%    | \$133.25/hr.   | 563% |
| For Use of Outside Plan Review   | N/A   | \$581.19 + OOP |  | \$581.00 + OOP   |  | 100%   | Actual cost, w/ varying amounts of plus admin & overhead costs | N/A  |
| Courtesy "Walk Through"  | New Service/Cost Recovery                       | \$140.31       |  | <b>Highly recommend that this service remain FREE of cost recovery fee</b> |  | 0%     | (1) Actual based on \$141.63/hr.                               | 0%   |



|  |                    |          |  |  |  |     |                    |      |
|--|--------------------|----------|--|--|--|-----|--------------------|------|
| 1. Furnaces: For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h (29.3 kW)  | \$14.80            | \$280.63 |  | \$127.00                                 |  | 45% | \$35.97            | 758% |
| For the installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h (29.3 kW)   | \$18.20            | \$425.93 |  | \$192.00                                 |  | 45% | \$25.55            | 955% |
| <del>For the installation or relocation of each floor furnace, including vent</del>  | <del>\$14.80</del> |          |  | <b>Recommend elimination of category</b> |  |     | <del>\$25.55</del> |      |
| For the installation or relocate of each suspended heater, recessed wall heater or floor-mounted unit  | \$14.80            | \$212.96 |  | \$95.00                                  |  | 45% | \$24.93            | 542% |
| 3. Repairs or Additions: For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code | \$13.70            | \$280.63 |  | \$125.00                                 |  | 45% | \$21.23            | 812% |

|  |         |          |  |          |  |     |         |      |
|--|---------|----------|--|----------|--|-----|---------|------|
| 4. Boilers, Compressors, and Absorption Systems: For the installation or relocation of each boiler or compressor to and including 3 horsepower (10.6 kW), or each absorption system to and including 100,000 Btu/h (29.3 kW)           | \$14.70 | \$212.96 |  | \$95.00  |  | 45% | \$38.53 | 546% |
| For the installation or relocation of each boiler or compressor over 3 horsepower (10.6 kW) to and including 15 horsepower (52.7 kW), or each absorption system over 100,000 Btu/h (29.3 kW) to and including 500,000 Btu/h (146.6 kW) | \$27.15 | \$425.93 |  | \$190.00 |  | 45% | \$45.04 | 600% |
| For the installation or relocation of each boiler or compressor over 15 horsepower (52.7 kW), or each absorption system over 500,000 Btu/h (146.6 kW)  | \$37.25 | \$425.93 |  | \$190.00 |  | 45% | \$52.68 | 410% |
| For the installation or relocation of each boiler or compressor over 30 horsepower (105.5 kW), or each absorption system over 1,000,000 Btu/h (293.1 kW)   | \$55.45 | \$425.93 |  | \$190.00 |  | 45% | \$66.99 | 243% |
| For the installation or relocation of each boiler or compressor over 50 horsepower (176 kW), or each absorption system over 1,750,000 Btu/h (512.9 kW)   | \$92.65 | \$425.93 |  | \$190.00 |  | 45% | \$95.79 | 105% |

|  |         |          |  |          |     |         |       |
|--|---------|----------|--|----------|-----|---------|-------|
| 5. Air Handlers: For each air-handling unit to and including 10,000 cubic feet per minute (cfm) (4719 L/s), including ducts attached thereto | \$10.65 | \$353.28 |  | \$160.00 | 45% | \$19.16 | 1402% |
| For each air-handling unit over 10,000 cfm (4719 L/s)  | \$18.10 | \$212.96 |  | \$95.00  | 45% | \$26.28 | 425%  |
| 6. Evaporative Coolers: For each evaporative cooler other than portable type   | \$10.65 | \$212.96 |  | \$95.00  | 45% | \$17.91 | 792%  |
| 7. Ventilation and Exhaust: For each ventilation fan connected to a single duct  | \$7.25  | \$212.96 |  | \$95.00  | 45% | \$14.94 | 1210% |
| For each ventilation system which is not a portion of any heating or air-conditioning system authorized by a permit                          | \$10.65 | \$212.96 |  | \$95.00  | 45% | \$16.66 | 792%  |
| For the installation of each domestic hood which is served by mechanical exhaust, including the ducts for such hood                          | \$10.65 | \$280.63 |  | \$125.00 | 45% | \$61.41 | 1074% |
| 1. Incinerators: For the installation or relocation of each domestic-type incinerator  | \$18.20 | \$425.93 |  | \$190.00 | 45% | \$24.40 | 944%  |
| For the installation or relocation of each commercial or industrial-type incinerator   | \$14.50 | \$706.56 |  | \$320.00 | 45% | \$63.17 | 2107% |

|  |                             |          |  |                               |  |        |         |       |
|--|-----------------------------|----------|--|-------------------------------|--|--------|---------|-------|
| 2. Miscellaneous: For each appliance or piece of equipment regulated by the Mechanical Code but not classified in other appliance categories, or for which no other fee is listed in the table | \$10.65                     | \$425.93 |  | \$190.00                      |  | 45%    | \$21.88 | 1684% |
| Mechanical Plan Check Fee:   | 25% of fees w/ \$25 minimum |          |  |                               |  | Varies | Varies  | N/A   |
| Residential  | 25% of fees w/ \$25 minimum |          |  | Leave as is                   |  | Varies |         | 0%    |
| Commercial   | New Service/Cost Recovery   |          |  | Adjust to 65% w/ \$25 minimum |  | Varies |         | New   |
| Plumbing Permit Fees   |                             |          |  |                               |  |        |         |       |
| Permit Issuance  |                             |          |  |                               |  |        |         |       |
| 1. For the issuance of each plumbing permit  | \$23.50                     | \$280.63 |  | \$125.00                      |  | 45%    | \$32.50 | 432%  |
| 2. For issuing each supplemental permit for which the original permit has not expired, been cancelled, or finalized  | \$7.25                      | \$212.96 |  | \$95.00                       |  | 45%    | \$10.00 | 1210% |
| Unit Fee Schedule (Note: Unit Fee to be added to Permit Issuance Fee)  |                             |          |  |                               |  |        |         |       |
| 1. Fixtures and Vents  |                             |          |  |                               |  |        | \$10.50 |       |
| For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow prevention thereof)  | \$9.80                      | \$140.31 |  | \$63.00                       |  | 45%    | \$8.50  | 543%  |
| For repair or alteration of drainage or vent piping, each fixture  | \$4.75                      | \$140.31 |  | \$63.00                       |  | 45%    |         | 1226% |

|  |         |          |  |             |                       |     |         |        |
|--|---------|----------|--|-------------|-----------------------|-----|---------|--------|
| 2. Sewers, Disposal Systems and Interceptors   |         |          |  |             |                       |     |         |        |
| For each building sewer and each trailer park sewer  | \$24.65 | \$513.46 |  | \$233.00    |                       | 45% | \$31.25 | 845%   |
| For each cesspool-septic system  | \$37.25 | \$369.73 |  | \$165.00    |                       | 45% | \$50.00 | 343%   |
| For each private sewage disposal system  | \$74.50 |          |  | Leave as is |                       |     | \$50.00 | 0%     |
| For each industrial waste pretreatment interceptor, including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps | \$19.90 | \$739.46 |  | \$335.00    |                       | 45% | \$16.17 | 1583%  |
| Rainwater systems – per drain (inside building)  | \$9.80  | \$280.63 |  | \$125.00    |                       | 45% | \$14.25 | 1176%  |
| 3. Water Piping and Water Heaters  |         |          |  |             |                       |     | \$15.33 |        |
| For installation, alteration, or repair of water piping or water-treatment equipment, or both, each  | \$4.75  | \$561.26 |  | \$250.00    |                       | 45% | \$7.25  | 5163%  |
| For each water heater including vent   | \$12.30 | \$212.96 |  | \$95.00     |                       | 45% | \$8.50  | 672%   |
| For vents only, see Mechanical Permit Fee Table  | Table   | \$140.31 |  | \$63.00     |                       | 45% |         | Varies |
| 4. Gas Piping Systems  |         |          |  |             |                       |     | \$22.50 |        |
| For each gas piping system of one to five outlets  | \$6.15  | \$280.63 |  | \$125.00    |                       | 45% | \$1.75  | 1933%  |
| For each additional outlet over five, each Change to > 5 Outlets   | \$1.10  | \$140.31 |  | \$63.00     | Change to > 5 outlets | 45% |         |        |

|  |         |          |  |          |                                   |     |          |        |
|--|---------|----------|--|----------|-----------------------------------|-----|----------|--------|
| 5. Lawn Sprinklers, Vacuum Breakers and Backflow Protection Devices                            |         |          |  |          |                                   |     |          |        |
| For each lawn sprinkler system on any one meter, including backflow protection devices thereof | \$14.80 | \$391.17 |  | \$175.00 |                                   | 45% | \$24.00  | 1082%  |
| For atmospheric-type vacuum breakers or backflow protection devices not included in #1         |         |          |  |          |                                   |     |          |        |
| 1 to 5 devices   | \$12.30 | \$391.17 |  | \$175.00 |                                   | 45% | \$9.33   | 1323%  |
| Over 5 devices, each   | \$2.25  | \$458.83 |  | \$205.00 | For ALL over 5, NOT each          | 45% | \$2.12   | Varies |
| For each backflow-protection device other than atmospheric-type vacuum breakers:               |         |          |  |          |                                   |     |          |        |
| 2 inches (50.8 mm) and smaller   | \$12.30 | \$391.17 |  | \$175.00 |                                   | 45% | \$16.67  | 1323%  |
| Over 2 inches (50.8 mm)  | \$24.65 | \$391.17 |  | \$175.00 |                                   | 45% | \$19.17  | 610%   |
| 6. Swimming Pools – For each swimming pool or spa:   |         | \$851.86 |  | \$385.00 |                                   | 45% | \$125.00 | Varies |
| — Public Pool  | \$91.25 | \$851.86 |  |          | Recommend elimination of category |     |          |        |
| — Public Spa   | \$60.75 | \$851.86 |  |          | Recommend elimination of category |     |          |        |
| Private Pool--Above ground   | \$60.75 | \$425.93 |  | \$192.00 |                                   | 45% |          | 216%   |
| Private Spa  | \$32.25 | \$135.33 |  | \$61.00  |                                   | 45% |          | 89%    |

|   |   |            |  | Recommend<br>elimination of<br>category       |  |     |   |       |
|---|---|------------|--|---|--|-----|---|-------|
| <b>7. Miscellaneous</b>   | N/A   |            |  |   |  |     |   |       |
| For each appliance or piece of equipment regulated by the Plumbing Code but not classed in other appliance categories, or for which no other fee is listed in this code | \$9.80                                      | \$280.63   |  | \$125.00                                      |  | 45% |   | 1176% |
| Plumbing Plan Check Fee   | 25% of Fee                                  | Varies     |  | 65% of Fee                                    |  | 29% | Varies between full cost recovery to 25% or 65% cost recovery | 160%  |
| <b>GRADING PERMIT FEES:</b>   |   |            |  |   |  |     |   |       |
| 50 cubic yards or less  | \$23.50                                     | \$361.36   |  | \$270.00                                      |  | 75% | \$55.25   | 1049% |
| 51 to 100 cubic yards   | \$37.00                                     | \$361.36   |  | \$270.00                                      |  | 75% | \$71.20   | 630%  |
| 101 to 1,000 cubic yards  | \$194.50                                    | \$506.66   |  | \$380.00                                      |  | 75% | \$355.25  | 95%   |
| 1,001 to 10,000 cubic yards   | \$194.50 + \$14.50/<br>1,000 cy > 1,000 cy  | \$932.59   |  | \$380 +<br>\$35.55/1,000 cy ><br>1,000 cy     |  | 75% | \$354.88 +<br>\$23.17/ 1,000 cy<br>> 1,000 cy                 | 115%  |
| 10,001 to 100,000   | \$325 + \$66/10,000<br>cy > 10,000 cy       | \$2,155.77 |  | \$700 +<br>\$102/10,000 cy ><br>10,000 cy     |  | 75% | \$681 +<br>\$59.50/10,000 cy<br>> 10,000 cy                   | 76%   |
| 100,001 cubic yards or more   | \$919 +<br>\$36.50/10,000 cy ><br>10,000 cy | \$3,585.04 |  | \$1,620 +<br>\$71.25/10,000 cy ><br>10,000 cy |  | 75% | \$1,092 +<br>\$51.88/10,000 cy<br>> 10,000 cy                 | 76%   |
| <b>Grading Plan Check Fees:</b>   |   |            |  |   |  |     |   |       |
| 50 cubic yards or less  | \$0.00                                      | \$923.08   |  | \$200.00                                      |  | 22% | \$70.25   | N/A   |
| 51 to 100 cubic yards   | \$23.50                                     | \$923.08   |  | \$400.00                                      |  | 43% | \$67.00   | 1602% |

|   |                              |            |  |   |                        |     |   |       |
|---|------------------------------|------------|--|---|------------------------|-----|---|-------|
| 101 to 1,000 cubic yards  | \$37.50                      | \$1,203.71 |  | \$900.00                                      |                        | 75% | \$107.00                                    | 2300% |
| 1,001 to 10,000 cubic yards   | \$49.25                      | \$2,406.96 |  | \$1,810.00                                    |                        | 75% | \$207.00                                    | 3575% |
| 10,001 to 100,000 cubic yards - \$ 125.50 for the first 10,000 cubic yards plus \$ 28.00 for each additional 10,000 cubic yards or fraction thereof   | \$269.75                     | \$4,090.74 |  | \$1,810 +<br>\$142/10,000 cy ><br>10,000 cy   |                        | 75% | \$182 +<br>\$41/10,000 cy ><br>10,000 cy    | 571%  |
| 100,001 to 200,000 cubic yards - \$ 377.50 for the first 100,000 cubic yards plus \$ 16.00 for each additional 10,000 cubic yards or fraction thereof | \$389.00                     | \$5,094.08 |  | \$3,068 +<br>\$84/10,000 cy ><br>10,000 cy    |                        | 75% | \$ 701+<br>\$35.25/10,000 cy<br>> 10,000 cy | 689%  |
| 200,001 cubic yards or more - \$ 537.50 for the first 200,000 cubic yards plus \$ 10.00 for each additional 10,000 cubic yards or fraction thereof    | \$438.50                     | \$6,497.23 |  | \$3,821 +<br>\$52.62/10,000 cy ><br>10,000 cy |                        | 75% | \$993 +<br>\$32.07/10,000 cy<br>> 10,000 cy | 771%  |
| <b>Electrical Permit Fee</b>  | Per WA State L&I Fees        | \$0.00     |  | Leave as is                                   |                        |     | Varies                                      | 0%    |
| <b>Electrical Plan Check Fee</b>  | Per WA L&I Fees (39% of Fee) | \$561.26   |  | Leave as is                                   |                        |     | Varies                                      | 0%    |
| Mobile Home Placement Permit  |                              | \$561.26   |  | \$423.00                                      | Consolidate into 1 fee | 75% | \$279.88                                    |       |
| <b>Single Wide</b>  | \$100.00                     | \$561.26   |  | \$100.00                                      |                        | 18% | \$310.67                                    | 0%    |
| <del>Double Wide</del>  | <del>\$125.00</del>          | \$561.26   |  | <b>Recommend elimination of category</b>      |                        |     | <del>\$314.83</del>                         |       |
| <del>Triple Wide</del>  | <del>\$150.00</del>          | \$561.26   |  | <b>Recommend elimination of category</b>      |                        |     | <del>\$319.00</del>                         |       |
| Premanufactured Addition  | \$50.00                      | \$742.05   |  | \$560.00                                      |                        | 75% | \$342.80                                    | 1020% |

|   |   |              |  |          |  |     |  |      |
|---|---|--------------|--|----------|--|-----|--|------|
| Sign Permit 16.75.07                            |   |              |  |          |  |     | (1) Actual based on \$141.63/hr.<br>(2) \$326    |      |
| Monument  | \$90 + 65% Plan<br>Check Fee + \$4.50<br>State Building Code<br>Fee | \$353.39     |  | \$265.00 |  | 75% | \$427.00   | 78%  |
| Wall Signs                                      | \$54 + 65% Plan<br>Check Fee + \$4.50<br>State Building Code<br>Fee | \$353.39     |  | \$265.00 |  | 75% | \$427.00   | 197% |
| Alteration                                      | \$44 + 65% Plan<br>Check Fee + \$4.50<br>State Building Code<br>Fee | \$846.99     |  | \$635.00 |  | 75% | \$427.00   | 775% |
| NEW--Signs--Electronic Message<br>Component     | New Service/Cost<br>Recovery  | \$493.83     |  | \$372.00 |  | 75% | \$427.00   | New  |
|   |   |              |  |          |  |     |  |      |
| Annual Fire Inspection Cost<br>Recovery Fee     | New Service/Cost<br>Recovery  | \$135.33/hr. |  | \$102.00 |  | 75% | Varies widely<br>based on size &<br>complexity   | NEW  |
| Demolition permit                               | \$28.00   | \$108.97     |  | \$81.73  |  | 75% | \$204.13   | 192% |
|   |   |              |  |          |  |     |  |      |
| Add-on for Inspections Requiring Roof<br>Access | New Service/Cost<br>Recovery  | \$275.65     |  | \$208.00 |  | 75% | (1) Actual based<br>on \$124.42/hr.<br>(2) \$133 | New  |
| Adult Family Home Permit                        | New Service/Cost<br>Recovery  | \$561.26     |  | \$422.00 |  | 75% | (1) Actual based<br>on \$141.63/hr.<br>(2) \$427 | New  |
| Emergency Generator Permit--SFR                 | New Service/Cost<br>Recovery  | \$140.31     |  | \$105.00 |  | 75% | (1) Actual based<br>on \$124.42/hr.<br>(2) \$209 | New  |

|  |                           |                |  |                |  |     |   |     |
|--|---------------------------|----------------|--|----------------|--|-----|---|-----|
| Emergency Generator Permit--Other than SFR                 | New Service/Cost Recovery | \$420.94       |  | \$315.00       |  | 75% | (1) Actual based on \$124.42/hr.<br>(2) \$209 | New |
| Emergency Responder Radio System Permit                    | New Service/Cost Recovery | \$280.63 + OOP |  | \$211.00 + OOP |  | 75% | (1) Actual based on \$124.42/hr.              | New |
| Energy Code Compliance Review & Inspection--SFR            | New Service/Cost Recovery | \$415.96       |  | \$314.00       |  | 75% | (1) Actual based on \$124.42/hr. & varies     | New |
| Energy Code Compliance Review & Inspection--Other than SFR | New Service/Cost Recovery | \$488.61       |  | \$368.00       |  | 75% | (1) Actual based on \$124.42/hr. & varies     | New |
| Fire Alarm Permit  | New Service/Cost Recovery | \$488.61       |  | \$368.00       |  | 75% | Varies widely                                 | New |
| Fire Sprinklers Permit                                     | New Service/Cost Recovery | \$488.61       |  | \$368.00       |  | 75% | Varies widely                                 | New |

Notes (1) Bremerton charges a 5% Technology Surcharge on all building, reroofs, mechanical, plumbing, grading, and plan review fees (2) Many jurisdictions have differing thresholds for "steps" for total valuation of building for building permits. For the most useful comparison we used Lacey's thresholds, and presented the amount most representative for that step for each peer city. (3) Kirkland and Sammamish charge a Technology Fee on building permits and Planning fees for MyBuildingPermit.com Kirkland adds 3.5% to the Building Permit and Planning fees. (4) Kirkland's Plumbing fees: For new 1 & 2 Family residences, the Plumbing Permit fee is based on 8% of the building permit fee. For residential remodel the minimum charge is \$42, and the maximum is \$252., and is based on \$21 per plumbing fixture new or removed. For all other than 1 & 2 family residential, the fee is based on job value (under \$1,001-\$41.53; \$1001-\$100,000--\$41.53 + \$6.98/\$1,000 > \$1,000; > \$100,000-\$732.55 + \$6.17 > \$100,000 (5) Kirkland's Mechanical permit Fees: For new 1 & 2 Family residences, the Mechanical Permit fee is based on 8% of the building permit fee. For residential remodel the charge is \$41.50 for each new or moved appliance with a maximum is \$249. A new duct system is \$41.50; new gas piping is \$41.50; and new thermostat wiring is \$21.50. For all other than 1 & 2 family residential, the fee is based on job value (under \$1,001-\$49.61; \$1001-\$100,000--\$49.61 + \$17.44/\$1,000 > \$1,000; > \$100,000-\$1,776.17 + \$15.43 > \$100,000 (6) Kirkland's Electrical Permit Fees: For new 1 & 2 Family residences, the Electrical Permit fee is based on 9.5% of the building permit fee. For residential remodel, and all others, the charge is based on valuation: (under \$250 - \$46.73; \$251-2,000--\$46.73 + \$7.76/\$100 > \$250; \$2,001-\$25,000--\$186.41 + \$17.14/\$1,000 > \$2,000; \$25,001-\$50,000--\$580.63 + \$15.47/\$1,000 > \$25,000; \$50,001-\$100,000--\$967.38 + \$10.48/\$1,000 > \$50,000; > \$100,000--\$1,491.38 + \$9.03/\$1,000. For low voltage (security, computer, telephone, rates are slightly lower. (7) Building permits based on valuation with a separate amount per hundred \$ \$500-900, then per thousand \$ thru \$100,000. Amounts are reflected at the high end of the ranges (8) Sammamish has different fees for residential "R" and non-residential "N". Occasionally they charge fees to one, but not the other. Fees are indicated as R for residential and N for non-residential (9) All Planning Fees in Sammamish are based on \$122/hr. Though they show specific amounts in their fee schedule, those fees are estimates only, they charge actual. (10) Shoreline lists an hourly rate of \$161.25 for all other fees not listed. (11) Olympia & Tumwater Annual Fire Inspection Fees: Base Rate X SF factor X Difficulty factor. SF Factor: 1=<1,001 sf; 2=1001-3000 sf; 3=3001-10,000 sf; 4=10,001-40,000 sf; 5=40,001-80,000 sf; 6= . 80,000 sf. Difficulty factors 1=low; 2=medium,

3=high (12) Recommend having customers pay for cost of any required publication, recording, or relapsing of liens (Out of pocket OOP) (13) Recommendation is to continue annual adjustment to Planning Fees equal to the amount of salary increases for the Community Development Department staff, and to apply this to Building fees as well .



## GENERAL GOVERNMENT & PUBLIC SAFETY COMMITTEE

November 14, 2016

**SUBJECT:** Agreement with USDA for Wildlife Management

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**RECOMMENDATION:** Forward to the full City Council with a recommendation to approve the agreement with USDA for wildlife management on city-owned Lacey property.

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**STAFF CONTACT:** Scott Spence, City Manager *SS*  
Scott Egger, Public Works Director *SE*  
Jennifer Burbidge, Parks & Recreation Director  
Brad Burdick, Public Works Operations Manager *BB*  
Jason Simmonds, Parks Maintenance Supervisor *JS*

**ORIGINATED BY:** Public Works Department

**ATTACHMENTS:** 1. [Cooperative Service Agreement between Lacey and USDA](#)  
2. [Work/Financial Plan](#)

**FISCAL NOTE:** The contract amount is \$11,610.88. A 2017 budget amendment may be necessary.

**PRIOR REVIEW:** None

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### BACKGROUND:

Wildlife management is needed in parks and other public locations to control geese populations, beaver dams in undesirable locations, and similar wildlife issues. Such things as goose waste in parks and swim areas creates health issues and user issues. If goose populations are not contained the amount of goose waste can render a park unusable. The United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services (APHIS-WS) provides wildlife management services, which will help reduce human health and safety threats, and reduce damage to publically owned property.

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**ADVANTAGES:**

1. Lacey parks are known for quality grounds and recreation facilities. These wildlife management services will help Lacey staff maintain Lacey parks and grounds to the high standards that are desired and expected.

**DISADVANTAGES:**

1. None anticipated.

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**CITY OF LACEY (COOPERATOR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE**  
**WILDLIFE SERVICES (APHIS-WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Agreement is to conduct wildlife damage management (WDM) activities to manage various nuisance bird species such as Canada geese, gulls, pigeons, starling and other nuisance wildlife in order to reduce human health and safety threats, and reduce damage to City of Lacey property.

**ARTICLE 2 - AUTHORITY**

APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USC 426), and the Act of December 22, 1987 (7 USC 426c), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

- a. Confer and plan a WDM program that addresses the need for managing conflicts caused by nuisance wildlife in the City of Lacey, Washington. Based on this consultation, WS will formulate, in writing, the program work plan and associated budget and present them to the Cooperator for approval.
- b. Develop a mutually agreed upon Work Plan and Financial Plan which are incorporated into this Agreement by reference. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined therein.
- c. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their identities disclosed when receiving due credit related to the activities covered by this agreement.
- d. APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- e. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to APHIS policy, and shall be specifically listed in the Work and Financial Plan. Property title/disposal shall be determined when the

project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of APHIS-WS.

- f. APHIS-WS will provide overall direction and control of the program.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees to/that:

- a. Designate Brad Burdick, Operations Manager, City of Lacey, 1200 College Street SE, Lacey, WA 98503, (360) 438-2692 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. Reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Work and Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Work and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest, penalty, and/or administrative costs are first paid in full.
- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

#### **ARTICLE 5 – WS RESPONSIBILITIES**

APHIS-WS agrees:

- a. To designate the WA/AK State Director, 720 O’Leary Street NW, Olympia, WA 98502, (360) 753-9884 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

- c. To provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work and Financial Plan referenced in 3.a of this Agreement.
- d. To bill the Cooperator for costs incurred in performing WDM activities as authorized in the approved annual Work and Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. WS will cease providing goods or services until a revision to the Work and Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

For costs borne by APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with WS for same or similar activities provided under the terms of this Agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – APPLICABLE REGULATIONS**

All WDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS provides goods or services on a cost recovery basis to nonfederal recipients.

#### **ARTICLE 10 – LIABILITY**

APHIS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

**ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual’s income is derived from any public assistance program. Not all prohibited bases apply to all programs.

**ARTICLE 12 – FAILURE TO PAY FEES**

The cooperator is liable for fees assessed for services performed under this agreement, if applicable. APHIS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

**ARTICLE 13 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective January 1, 2017, and shall continue through December 31, 2017. Further, this Agreement may be amended or extended at any time by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend at least 30 days prior to expiration of the agreement. It may be terminated by either party upon 60 days notice in writing to the other party.

**AUTHORIZATION:**

CITY OF LACEY PARKS AND RECREATION  
LACEY, WA  
Tax Identification Number: 91-0819427

\_\_\_\_\_  
City Manager, City of Lacey

\_\_\_\_\_  
Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
Tax Identification Number: 41-0696271

\_\_\_\_\_  
State Director, WA/AK

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Western Region

\_\_\_\_\_  
Date

## **WORK PLAN/FINANCIAL PLAN**

**Cooperator:** City of Lacey

**Contact:** Brad Burdick, Operations Manager 360-438-2692 bburdick@ci.lacey.wa.us

**Cooperative Service Agreement No.:** 17-73-53-6810-RA

**WBS Code:** AP.RA.RX53.73.0495

**FMMI Shorthand Code:** 7XWSWR5353REIMUBRRX53730495

**Location:** City of Lacey

**Dates:** January 1, 2017 – December 31, 2017

In accordance with the Cooperative Service Agreement between the City of Lacey and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan and Financial Plan set forth the objectives, activities and budget of the wildlife control activities for the period of January 1, 2017 – December 31, 2017.

### **Program Objective/Goals**

APHIS-Wildlife Service's objective is to conduct an Integrated Wildlife Damage Management (IWDM) program to control Canada geese, gulls, pigeons, starlings, and other nuisance wildlife such as beaver, raccoons, coyotes and opossum that pose a threat to human health and safety, and/or cause damage to City of Lacey property. Specifically, APHIS-WS will work to reduce the number of nuisance birds roosting, nesting, and loafing by means of direct control and technical assistance. Technical assistance may be in the form of recommendations for implementing various non-lethal techniques. A major focus of this agreement will be to reduce/alleviate property damage and human health and safety concerns from Canada geese which includes contamination of potable water and recreational areas within the City of Lacey. APHIS-WS will provide a wildlife damage management program which will include technical assistance, population monitoring, and population control (reduction in the number of geese utilizing certain areas).

### **Plan of Action**

1. APHIS-WS will provide technical assistance upon request, including on-site evaluation of problem areas.
2. APHIS-WS will conduct a direct control program to reduce damage in designated areas as requested by City of Lacey.

3. Wildlife damage management activities will be accomplished primarily with the use of egg addling, self-setting decoy traps, deterrent methods, registered pesticides and firearms to remove birds. Live traps and specially permitted traps will be used to capture mammals. Wildlife Services will ensure that the most effective, efficient, and humane tools will be utilized.
4. Lethal removal for Canada geese will be conducted during the period, March through August. During nesting season, APHIS-WS will conduct an egg oiling/addling program within the jurisdictional boundaries represented by the City of Lacey. During the molt season (middle of June – middle of July), flightless geese will be captured in drive traps and euthanized. During the remainder of the year, APHIS-WS will provide non-lethal harassment throughout the city to keep geese from congregating in large numbers. The total agreement will not exceed 320 hours.
5. APHIS-WS will be responsible for disposal of all carcasses.
6. The District Supervisor in the APHIS-WS District Office in Poulsbo will supervise this project (360) 337-2778. The State Director in Olympia, WA, will monitor this project (360) 753-9884.
7. City of Lacey will be billed quarterly by APHIS-WS only for the expenses incurred, plus Overhead and Pooled Job Costs. Salaries and benefits are defined as compensation for all hours worked, benefits, differentials, hazardous duty allowances, annual leave, sick leave and awards. Invoices for the period of the Work Plan/Financial Plan cumulatively will not exceed **\$11,610.88** (SEE ATTACHED FINANCIAL PLAN). The financial point of contact for this Work Plan/Financial Plan is Roberta Bushman, Administrative Officer, (360) 753-9884.

**Mailing:**

CITY OF LACEY  
1200 College Street SE  
Lacey, WA 98503

**Billing:**

Same

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City Manager, City of Lacey

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Date

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

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State Director, WA/AK

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Date

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Director, Western Region

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Date

**FINANCIAL PLAN**  
For the dispersement of funds from  
City of Lacey -  
to  
USDA APHIS Wildlife Services  
for  
Wildlife Damage Management  
from  
1/1/2017  
to  
12/31/2017

| Cost Element           |    | Full Cost |
|------------------------|----|-----------|
| Personnel Compensation | \$ | 7,631.64  |
| Travel                 | \$ | -         |
| Vehicles               | \$ | 1,300.00  |

|                        |    |        |
|------------------------|----|--------|
| Other Services         | \$ | -      |
| Supplies and Materials | \$ | 200.00 |
| Equipment              | \$ | -      |

|                                  |        |             |
|----------------------------------|--------|-------------|
| Subtotal (Direct Charges)        | \$     | 9,131.64    |
|                                  |        |             |
| Pooled Job Costs                 | 11.00% | \$ 1,004.48 |
| Indirect Costs                   | 16.15% | \$ 1,474.76 |
| Aviation Flat Rate<br>Collection |        | \$ -        |
| Agreement Total                  | \$     | 11,610.88   |

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: **\$11,610.88**



**GENERAL GOVERNMENT &  
PUBLIC SAFETY COMMITTEE**  
November 14, 2016

**SUBJECT:** Tumwater School District Pool Use Contract September 2016 through August 2018

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**RECOMMENDATION:** Forward to the full City Council with a recommendation to approve the 2016-2018 Tumwater School District Pool Use Agreement, and authorize the City Manager to sign the agreement.

**STAFF CONTACT:** Scott Spence, City Manager   
Jen Burbidge, Parks and Recreation Director

**ORIGINATED BY:** Parks and Recreation Department

**ATTACHMENTS:** 1. [2016-2018 Tumwater School District Pool Use Contract](#)

**FISCAL NOTE:** 2017 Proposed Budget Impact: Revenue of \$16,290 per year (same as 2016).

**PRIOR REVIEW:** None.

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**BACKGROUND:**

As referenced in the pool use agreement between the City of Lacey and North Thurston Public Schools (NTPS), the amount paid to NTPS is contingent upon a continued agreement with Tumwater School District, which will pay \$16,290 for use of pools for their girl's high school swim and dive teams.

The City of Lacey has had a similar agreement with Tumwater School District for 22 years. Tumwater School Board approved the original agreement in 1994 and the most recent contract in October 2016. River Ridge High School's pool is the primary facility to be used. The term of the agreement coincides with the pool use agreement between NTPS and the City of Lacey.

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**ADVANTAGES:**

1. This agreement provides a revenue source to the City's aquatic budget and provides a needed facility for the competitive swim programs of the Tumwater School District.

**DISADVANTAGES:**

1. No disadvantages are foreseen at this time.

## **AGREEMENT FOR POOL USE**

THIS AGREEMENT (“Agreement”) made and entered into on the date of the last signature set forth below, by and between the TUMWATER SCHOOL DISTRICT (“District”), a municipal corporation, and the CITY OF LACEY (“City”), a municipal corporation, WITNESSETH.

### RECITALS

WHEREAS, the City has entered into an agreement with North Thurston Public Schools, for operation of the swimming pools and associated facilities; and

WHEREAS, the District is in need of facilities for the use of its swimming team during the school year and pursuant to its contract with North Thurston Public Schools, the City can make available River Ridge High School pool and/or such other facilities as mutually agreed to by the City, North Thurston Public Schools and the Tumwater School District and associated facilities for such use.

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. PREMISES: The City hereby authorizes use of River Ridge High School pool and associated facilities, located at 350 River Ridge Drive SE, Lacey, WA 98513. Due to unforeseen circumstances or a maintenance closure, alternative facility use will be coordinated based on availability.
2. FEE: The fee to be paid by the District during the term of this agreement shall be \$16,290 per year. Payment shall be made to the City prior to December 31 of each year.
3. PERMITTED USES: The premises shall be used by Black Hills and Tumwater High Schools for the Girls Swim and Dive team practice, training and competitive swim meets at times as detailed in the document attached hereto as Exhibit A. The District shall comply with all applicable laws, regulations, and ordinances. A District employee or coach with a qualifying certification outlined in WAC 246-260-99901 shall be present at all times when the facility is in use. The District shall be responsible for all persons’ compliance with North Thurston Public School rules during the use of the facilities. The City will accommodate and coordinate the District use of the pool during the month of August of each year.
4. TERM: This Agreement shall commence on the 1st day of September, 2016, and shall permit the District to use River Ridge High School Pool through 31<sup>st</sup> day of August, 2018 provided, however, the provisions for the second year of the use term shall be open for negotiation should the City be required to

renegotiate its agreement with North Thurston Public Schools due to the results of a levy submitted to the voters.

5. SCHEDULE: The district will have use of River Ridge High School pool during the girls swim season. The district will have use of the pools during school holidays at the times listed below or alternate times coordinated by the City and teams. All other time is designated for City use however, if available, the City will accommodate additional use for the high school teams such as weekends and summer pre-season practices.

Normal District Practice Schedule\*

\*Exceptions for swim meets ending by 6:30pm

River Ridge High School Pool Swim Season Practice

Monday-Friday

2:30-4:30pm River Ridge High School Swim Team Use

4:30-6:30pm Tumwater and Black Hills Swim Team Use

If a pool is closed during the swim season, an alternate district pool will be made available to the displaced team however practice time will be reduced to 90 minutes to accommodate all teams and community users. The City will determine the alternate pool based on the availability and least disruption to other users. If a pool closure is for an extended amount of time the City and North Thurston Public Schools athletic director will coordinate with the City to adjust the schedule.

Example:

Pool Closure Practice Schedule (location to be determined by City)

2:15-3:45pm Normal NTPS Team Use

3:45-5:15pm Displaced NTPS Team Use

5:15-6:45pm Tumwater District Use

6:45-9:45pm City Use

6. INSURANCE: The District agrees to furnish the City with a Certificate of Insurance evidencing General Liability Coverage. The Certificate shall indicate limits no less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage, and those policies where aggregates are applicable, a Two Million and No/100 Dollar (\$2,000,000.00) aggregate limit. The insurance policy must provide coverage of the City and North Thurston Public Schools against all liabilities that might arise from the District use of the property. The insurance requirements of this paragraph can be fulfilled by a commitment letter issued on behalf of the District's insurance and such commitment shall include not only the City, North Thurston Public Schools, but also its officials, employees, volunteers and agents as additional insureds.

6. INDEMNIFICATION: The District releases and shall defend, indemnify, and hold harmless the City and North Thurston Public Schools, officers, officials and employees, from any and all claims, demands, suits, penalties, losses, damages, judgments, attorney's fees and/or costs of any kind whatsoever arising out of or in any way resulting from the acts or omissions of the District or in connection with the use of that portion of the property which forms the subject matter of this Agreement. The District shall not be required to indemnify the City and North Thurston Public Schools, officers, officials, and employees, against any liability for damage arising out of bodily injury or property damages caused by, or resulting from the sole negligence of the City or North Thurston Public Schools.
7. AUTHORITY: The City and the District each represent and warrant such party has the respective power and authority, and is duly authorized to execute, deliver and perform its obligations under the Agreement.
8. DISPUTES: This Agreement shall be performed under the laws of the State of Washington. Any litigation to enforce this Agreement or any of its provisions shall be brought in Thurston County.
9. NONDISCRIMINATION: During the effective term of this Agreement, neither party shall discriminate in employment, use of facilities, provision of service, or any other activity against any persons on grounds of race, color, creed, sensory, mental or physical handicap, age or sex.
10. CONDITION: Premises shall be left in clean, useable condition, free of litter and clothing after each use. The District shall report any necessary maintenance promptly to the City.

11. NOTICE: Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by mail if sent to the respective address of each party.

The City's address for purposes of any notice provided for or concerning this Agreement is as follows:

CITY: City of Lacey  
Jenny Wilson  
Recreation Supervisor  
420 College St. SE  
Lacey, WA 98503

District's address for purposes of any notice provided for or concerning this Agreement is as follows:

DISTRICT: Tumwater School District  
Chris Woods  
Executive Director of Student Learning  
621 Linwood Ave SW  
Tumwater, WA 98512

CITY OF LACEY

TUMWATER SCHOOL DISTRICT

By: \_\_\_\_\_  
City Manager, Scott Spence

By: \_\_\_\_\_  
Superintendent/Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**GENERAL GOVERNMENT &  
PUBLIC SAFETY COMMITTEE  
November 14, 2016**

**SUBJECT:** Nisqually Jail Service Agreement

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**RECOMMENDATION:** Review the Jail Service Agreement with Nisqually Indian Tribe and recommend approval to the full City Council.

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**STAFF CONTACT:** Scott Spence, City Manager   
Dusty Pierpoint, Chief of Police   
Joe Upton, Police Commander 

**ORIGINATED BY:** Police Department

**ATTACHMENTS:** [2017-2020 Nisqually Jail Service Agreement](#)

**FISCAL NOTE:** \$752,279 is budgeted for jail services in 2016.  
The new contract is 3% more per bed day, which would be \$774,847 for 2017.

**PRIOR REVIEW:** The City Attorney has reviewed the contract and the Nisqually Indian Tribe Council has approved new agreement.

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**BACKGROUND:**

The Lacey Police Department has a long-standing positive and productive relationship with the Nisqually Indian Tribe. The Nisqually Jail is the primary housing option for Lacey misdemeanor inmates within Thurston County.

Previous contracts with the Nisqually Jail have been for three years. In this contract, the three year term has been extended to four years.

The number of jail beds guaranteed remains at 21 and the current cost of \$65.00 for each bed day increases 3% each year of the contract as follows:

|      |         |
|------|---------|
| 2017 | \$66.95 |
| 2018 | \$68.96 |
| 2019 | \$71.03 |
| 2020 | \$73.16 |

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**ADVANTAGES:**

1. Renewing the contract maintains the partnership between the Lacey Police Department and Nisqually Indian Tribe for jail services, which has been ongoing for a number of years
2. The location of the jail is convenient and cost of the services provided is reasonable.

**DISADVANTAGES:**

1. None.

# NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 3 day of October, 2016, by and between the Nisqually Indian Reservation, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Lacey, hereinafter referred to as "Lacey." This agreement is for the housing of inmates of Lacey in the Nisqually Detention and Corrections Center hereinafter referred to as "jail" pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Lacey; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks.
2. **CARE.** "Care" shall mean room and board. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this agreement shall be for four (4) years. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

Lacey: Scott Spence, Lacey City Manager  
420 College Street SE  
Lacey, WA 98503

Nisqually: John Simmons, Chief Executive Officer  
4820 She-Nah-Num Dr. S.E.  
Olympia, WA 98513

4. **RELEASE.** Prisoners will only be released when they have served their full time (less any good-time credit) unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.
5. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that twenty-one (21) beds per day shall be dedicated to Lacey for its prisoners.
6. **GUARANTEE TO PAY FOR MINIMUM BED SPACE.** Lacey agrees to pay to Nisqually One Thousand Four Hundred Five Dollars and ninety five cents (\$1,405.95) per day in exchange for Nisqually's guarantee of twenty-one (21) available beds per day. This rate shall increase in the amount of 3% per day each calendar year beginning in 2018 for the duration of this agreement.

7. **PAYMENT.** In addition to the guarantee to pay for minimum bed space described above, Lacey shall pay to Nisqually the amount of Sixty Six Dollars and ninety five cents (\$66.95) per day for each and every prisoner booked into the jail, for care for any and all prisoners above the guaranteed twenty one bed minimum beginning January 1, 2017. A "day" is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Lacey shall only be charged the booking fee of Twenty Dollars (\$20.00) for prisoners booked on warrants with bail amounts low enough that they are subsequently released on personal recognizance with a new court date and for prisoners who bail out in anything less than two (2) hours of custody time.

Nisqually will submit a monthly invoice to Lacey within Sixty (60) days of the end of each monthly billing period for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Lacey shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by 3% per day per prisoner each calendar year beginning January 1, 2018. The daily rate per prisoner will therefore be as follows:

|      |  |           |
|------|--|-----------|
| 2017 | Sixty Six Dollars and ninety five cents  | (\$66.95) |
| 2018 | Sixty Eight Dollars and ninety six cents | (\$68.96) |
| 2019 | Seventy One Dollars and three cents      | (\$71.03) |
| 2020 | Seventy Three Dollars and sixteen cents  | (\$73.16) |

Without prejudice to any other contract rights available to it, if Lacey does not pay the invoice with Sixty (60) days of receipt of invoice, Nisqually acting through its Police Chief, will not accept prisoners until the delinquent amount is paid in full.

8. **MEDICAL CARE.** Lacey shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Lacey so that such insurance may be utilized.

In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Lacey for approval via the Administrative Sergeant or Administrative Commander during normal business hours at 360-459-4333. Nisqually will contact the on-duty patrol supervisor outside of normal business hours via TCOMM at 360-704-2740.

Expressed refusal of Lacey to approve medical care shall relieve Nisqually of liability to Lacey for any injury resulting therefrom. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make the best efforts to contact Lacey, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval.

To the extent permitted by state law, Lacey shall protect, defend, hold harmless and indemnify Nisqually from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the

expressed refusal of Lacey to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers.

9. **TRANSPORTATION.** Lacey shall be solely responsible for furnishing non-medical transportation for prisoners housed pursuant to this agreement.

Lacey may request that Nisqually provide necessary transportation of prisoners requiring non-emergency medical care and the guarding of prisoners while receiving said medical care, and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Lacey shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the rate of \$1.00 per mile, labor and overhead (.5 x labor). Nisqually will promptly notify the appropriate Lacey contact person if they are unable to provide transportation and/or guard prisoners receiving medical care.

Nisqually shall not transport any prisoner without the express agreement of Lacey unless such transportation is required by a court order or because of a medical emergency.

10. **CUSTODY TRANSFER.** Officers of Lacey placing a prisoner into the custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Lacey's prisoners shall be the responsibility of Lacey Officers.

11. **CITY ACCESS TO PRISONERS.** All Lacey police officers, attorneys, and investigators directed by the Lacey City Attorney shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Lacey police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.

12. **RELEASE OF LACEY PRISONERS FROM NISQUALLY.** No Lacey Prisoner confined in the Nisqually Jail shall be removed therefrom except:

- a. When requested by Lacey Police Department in writing;
- b. By Order of the Lacey Municipal Courts in those matters in which they have jurisdiction, or upon Order of the Thurston County District Court or the Thurston County Superior Court in those matters in which said courts have jurisdiction;
- c. For appearance in the court in which a Lacey prisoner is charged;
- d. In compliance with a writ of habeas corpus;
- e. For interviews by the Lacey City Attorney or member of the Lacey Police Department;
- f. If the prisoner has served his sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.

13. **INDEMNIFICATION.** Lacey shall protect, defend, save harmless and indemnify Nisqually, its officers, agents and employees, from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Lacey in performance of this agreement.

Nisqually shall protect, defend, save harmless and indemnify the City of Lacey, its officers, agents and employees from and against all claims, suits and actions arising from intentional or negligent acts or omissions of Nisqually in performance of this agreement.

14. **INSURANCE.** Each party shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability. The insurance policy(ies) shall provide coverage for any liability occurrence during the policy period, regardless of when any claim or law suit is filed. Further, Nisqually will name the City, its officers and employees as *Additional Insureds*.

14.1 **CERTIFICATE OF INSURANCE.** Each party to this Agreement agrees to provide the other with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement.

15. **Venue and Choice of Law.**

The Nisqually Indian Tribe is a Sovereign Nation with all immunities attendant thereto **WITH THE FOLLOWING EXCEPTION THAT THE PARTIES TO THIS AGREEMENT HAVE SPECIFICALLY NEGOTIATED:**

The Nisqually Indian Tribe does hereby expressly consent to venue in the courts of the State of Washington for any legal dispute by and between the parties to this agreement and further agrees that any such dispute shall be interpreted pursuant to the laws of the state of Washington.

  
\_\_\_\_\_  
Nisqually

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 3  
day of October, 2016.

CITY OF LACEY:

NISQUALLY TRIBE:

\_\_\_\_\_  
Scott Spence, Lacey City Manager

  
\_\_\_\_\_  
John Simmons, Chief Executive Officer

Attest:  
  
\_\_\_\_\_

Approved as to legal form only:

\_\_\_\_\_  
David Schneider, Assistant City Attorney

**CHAPTER 2.44**  
**BOARD OF PARK COMMISSIONERS<sup>1</sup>**

## Sections:

- 2.44.010 Created**
- 2.44.020 Membership--Terms**
- 2.44.030 Organization--Records**
- 2.44.040 Employees**
- 2.44.050 Authority--Powers and duties**
- 2.44.060 Rules and regulations**
- 2.44.070 Violation of rules deemed misdemeanor**

**2.44.010 Created.**

There is hereby created a board to be known as the board of park commissioners of the city of Lacey, which shall perform all of the duties and shall have all of the authorities hereinafter set out. (Ord. 132 §1, 1970).

**2.44.020 Membership--Terms.**

A. The board shall consist of five general commissioners and one youth commissioner. Commissioners shall be appointed by the mayor, which appointment shall be subject to confirmation by the city council. At least four of the general commissioners shall be residents of the city of Lacey. The fifth general commissioner may either be a resident of the city of Lacey or reside in Lacey's urban growth management area. Terms for general members shall be for three years. An appointment to fill a vacancy occurring otherwise than through the expiration of a term shall be for the remainder of the unexpired term. General membership on the commission shall be limited to two consecutive terms; provided, however, if there are no applicants for a vacant position one month prior to the expiration of a term, the incumbent may be reappointed to an additional three-year term.

B. The youth commissioner shall be at least sixteen years of age (when appointed), enrolled as a junior or senior in the North Thurston public schools, homeschooled or enrolled in a private school, and be a resident of the city of Lacey or reside in Lacey's urban growth area. The youth commissioner shall be appointed to serve for a term of one year. The incumbent youth commissioner may be reappointed to an additional one-year term. Except as outlined in this section, the youth commissioner shall have the same rights and responsibilities of the general commissioners.

C. A majority of the general members of the board of park commissioners shall constitute a quorum for the transaction of business. The youth commissioners shall not be included in the count to constitute a quorum. Any action taken by a majority of those present when those present constitute a quorum, at any regular or special meeting of the board of park commissioners, shall be deemed and taken as the action of the commission.

D. The commission members shall not receive any salary or other compensation for services rendered on the commission, but necessary expenses actually incurred and within the budget as set by the annual budget ordinance shall be paid.

E. General or youth members may be removed from the parks board prior to the expiration of their term of office by the mayor with approval of the city council, pursuant to the city of Lacey policy procedure manual and boards and commissions standards, protocols, and ground rules handbook. (Ord. 1468 §3, 2015; Ord. 1458 §3, 2015; Ord. 1441 §2, 2014; Ord. 1360, §1, 2011; Ord. 1177 §2, 2002; Ord. 1086 §2, 1998; Ord. 653 §1, 1982; Ord. 408 §3, 1976; Ord. 132 §2, 1970).

#### **2.44.030 Organization--Records.**

A. The commission shall select its own chairperson from within its membership and may create such other offices as it may deem necessary and shall adopt all necessary rules for the transaction of its business and the keeping of its own records. A recording secretary shall also be appointed from within its membership or be the parks and recreation director.

B. An accurate record shall be kept of the proceedings of all meetings, including all motions, resolutions, transactions, findings and determinations. These records shall be public and a copy thereof shall be transmitted to the city clerk after each meeting. (Ord. 1360 §2, 2011; Ord. 132 §3, 1970).

#### **2.44.040 Employees.**

In the appointment of the parks and recreation director the city manager may seek the advice of the members of the board of park commissioners prior to making such appointment, and may ask the board to serve as an interview panel to consider applicants for the position. (Ord. 367 §2, 1975; Ord. 132 §4 1970).

#### **2.44.050 Authority--Powers and duties.**

The board of park commissioners shall have the following powers and duties, subject to such rules and regulations as may from time to time be prescribed by ordinance:

A. To make investigations and surveys concerning the future park, playground and recreation resources of the city;

B. To formulate plans for the proper future development of the parks and playgrounds system of the city;

C. To recommend to the city council through the city manager regarding planning, promotion, management, acquisition, construction, development, maintenance and operation of public recreational facilities and recreational programs, including restrictions on and compensation to be paid for concessions or privileges in the public parks within the city;

D. To submit to the city manager an annual budget for the operation and maintenance and acquisition of public recreational facilities of the city;

E. To cooperate with any and all departments of the city and with public school authorities, Thurston County, the state of Washington, and other cities in the surrounding area in the furtherance of a well-rounded parks and recreation program;

F. To make such rules and regulations in regard to the use of the parks and other recreational facilities as shall best serve the interests of the public;

G. To receive in the name of the city all moneys or other properties donated for the purpose of acquisition of parks or the improvement of the parks or recreation system of the city, and to expend and use the same in such manner as shall best carry out the interests of the donors, provided that all moneys so received shall be forthwith paid into the city treasury and the same shall be placed in a fund to be known as the parks and recreation fund, except that all donations made for special purposes shall be placed in a separate fund to be known as the parks and recreation donation fund and shall be paid out by the city finance director only in payment of the special purpose for which the donation is made;

H. To do any and all of the things necessary and proper to secure for the public a parks and recreation program and the free use and enjoyment of the parks and other recreational facilities of the city. (Ord. 1360 §3, 2011; Ord. 1021 §5, 1995; Ord. 367 §3, 1975; Ord. 132 §5, 1970).

#### **2.44.060 Rules and regulations.**

The board of park commissioners, after making any rules or regulations or set of rules and regulations, or amendments thereto, shall file a copy of the same with the city clerk, certified by the secretary of the board of park commissioners to be a true copy of rules and regulations, and when so certified and approved by the city council, the same shall become effective as rules and regulations under this chapter, as if they were set forth in full herein. (Ord. 132 §9, 1970).

#### **2.44.070 Violation of rules deemed misdemeanor.**

Any person who violates and refuses to obey any of the rules and regulations made, filed and adopted as set forth in LMC 2.44.060, is guilty of a misdemeanor or shall be subject to the payment of a civil fine of up to \$100.00 pursuant to the issuance of an infraction whichever shall be specified in the rules and regulations which are certified, approved by the city council and filed pursuant to said section. Infractions shall be assessed in the same manner as traffic infractions and shall be processed and fines paid in the manner set forth in Section 7(1) of Chapter 236, Laws of 1985, Regular Session, with fines assessed and recovered to be paid to the city. (Ord. 781, 1986; Ord. 195 §8, 1971; Ord. 132 §10, 1970).

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<sup>1</sup>For the statutory provisions regarding park commissioners in third class cities which are applicable to code cities by authority of RCW 35A.21.160, see RCW 35.24.150 and 35.23.170. Park and recreation funds--See Chapter 3.24 LMC.

