



**CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, November 15, 2022
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: American Indian and Alaska Native Heritage Month, November 2022
 - [b.](#) Proclamation: National Veterans and Military Families Month, November 2022
 - c. Firefighter of the Year (Brian Hurley)
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Worksession, September 27, 2022
 - [b.](#) Approval of Minutes: City Council, October 11, 2022
 - [c.](#) Approval of Minutes: Joint City of Olympia & City of Tumwater Meeting, October 25, 2022
 - [d.](#) Approval of Minutes: City Council, November 1, 2022
 - [e.](#) Payment of Vouchers (Shelly Carter)
 - [f.](#) Ordinance No. O2022-022, Ad Valorem for Regular Property Taxes for the Fiscal Year 2023 (Shelly Carter)
 - [g.](#) Ordinance No. O2022-024, TMC 6.04 Dogs, Cats and Other Pets (Jon Weiks)
 - [h.](#) Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (Jay Mason)
 - [i.](#) Percival Creek Fish Passage Barrier Removal SPA Amendment #2 (Dan Smith)
 - [j.](#) Ordinance No. O2022-003, Final Docket for 2022 Comprehensive Plan Amendments (Brad Medrud)
 - [k.](#) City of Tumwater and IAFF Local 2409 Contract (James Trujillo)
 - [l.](#) Interlocal Agreement Establishing District Court Filing and Jury Trial Fees for Tumwater (John Doan)

- [m.](#) Interagency Reimbursement Agreement IAA23787 Between Washington State Administrative Office of the Court and the City of Tumwater (John Doan)
- [n.](#) City of Tumwater FIIRE Pilot Program Participation for 2023 (James Trujillo)
- [o.](#) South Puget Sound Habitat for Humanity Service Provider Agreement for Affordable Housing Project in Tumwater (John Doan)

7. Public Hearings:

- [a.](#) Ordinance No. O2022-020 adopting a 3rd amendment to the 2021-2022 Budget (Troy Niemeyer & Bill Sampson)
- [b.](#) Budget Public Hearing #2 (Troy Niemeyer)

8. Council Considerations:

- [a.](#) Preserve Park, Award Contract and Authority to Sign Contract (Don Carney & Chuck Denney)

9. Committee Reports

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online

<https://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 828 7213 9206 and Passcode 567472.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 828 7213 9206 and Passcode 567472.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_LT9H_W-JQ9eg_LaX4wcSgg

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

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

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.
<https://tcmedia.org/channels.php>

Accommodations

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

Proclamation

WHEREAS, November is the officially recognized month to celebrate and commemorate the heritage of American Indian and Alaska Natives. It is a time to honor the contributions, achievements, and sacrifices of America's first people, and a time to learn and celebrate the rich cultural and historical legacy of Native people; and

WHEREAS, Native Americans have inhabited the area now known as Washington State since time immemorial. Today, 29 federally recognized Indian Tribes, out-of-state Tribes with treaty reserved rights, and other tribal communities reside in Washington; and

WHEREAS, Tumwater Falls, where the Deschutes River enters Budd Inlet, was a ceremonial and sacred site of the Steh-chass people, ancestors of today's Squaxin Island Tribe. Their village on Budd Inlet below the falls and the river itself were both named Steh-chass. The Steh-chass fished and gathered seafood on Budd Inlet and nearby waterways and the area was a gathering place for the Steh-chass and nearby related tribes, including the Squaxin, Nisqually, Chehalis, and many other Salish Sea tribes and Indigenous Peoples; and

WHEREAS, as the first people to live on the land we all cherish, American Indians and Alaska Natives have profoundly shaped our country's character and our cultural heritage. Native Americans and Alaska Natives are leaders in every aspect of society. Their contributions and values have shaped the social, political, environmental, and economic fabric of our community while also enhancing freedom, prosperity, and cultural diversity; and

WHEREAS, we renew our commitment to respecting each tribe's sovereignty and cultural identity, while ensuring equal opportunity for all, and continuing to work to strengthen our government-to-government relationships.

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

November 2022

*American Indian and Alaska Native
Heritage Month*

and I encourage people to commemorate this month with appropriate programs, activities, and celebrations in honor of America's indigenous peoples.

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




Debbie Sullivan
Mayor

Proclamation

WHEREAS, Tumwater honors the strength and sacrifices of our veterans and active military members whose service is essential to our national security and freedom, as well as the families, caregivers, and survivors of our veterans during the month of November; and

WHEREAS, November is a time to acknowledge the tremendous sacrifices our veterans and military families make. Washington is home to more than 539,000 veterans; 62,000 Active Duty military; 18,000 National Guard and Reserves; and their supportive families; and

WHEREAS, our veterans and service members are brave and selfless individuals who respond when called to duty. Their abiding patriotism and enduring devotion to the ideals on which the United States is founded is both necessary and inspiring. To be a service member and a veteran is to have endured and survived challenges most Americans will never know; and

WHEREAS, to be a military family is to sacrifice more for our country than most Americans will ever give. Military families endure separation from their loved ones and adjust to new living situations with short notice and as frequently as every two to three years; and

WHEREAS, there are currently 1.2 million military children of active duty members worldwide and nearly 80% of military children attend public schools throughout the United States. Washington state educators currently work with 136,000 military families and have to know how to help kids cope with stress, deployment of their parent(s), impact of grief and loss, discuss violence, terrorism and war, and the anticipation of their loved one(s) returning home; and

WHEREAS, support for military families sustains our fighting force and strengthens the health, security, and safety of our communities.

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

November 2022

National Veterans and Military Families Month

and I encourage people to join me in recognizing and supporting our veterans and military families, who embody strength, resilience, courage, and whose experiences enrich our community.

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



Debbie Sullivan

Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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CONVENE: 5:31 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Finance Director Troy Niemeyer, Parks and Recreation Director Chuck Denney, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

ORDINANCE NO. O2022-015, OTHER HOUSEKEEPING AMENDMENTS: Manager Medrud briefed the Council on Other Housekeeping Amendments. Two of the three amendments include Hearing Examiner Staff Reports–Schedule and Traffic Study Requirements. One amendment is a proposed change for consideration.

The hearing examiner has requested changing the date when staff reports are available from five working days prior to the public hearing to seven days. The second amendment updates criteria for when a traffic impact analysis would be required. Additionally, another recommendation pertains to discussions on sidewalk amendments. The issue involves the responsibility of sidewalk obstructions, maintenance, and repair. The Commission considered a proposal but elected not to include it in the ordinance and recommended the Council consider a public engagement and a voluntary support program to address any community issues prior to considering any amendments to Title 12 on sidewalks.

Staff recommends the Council forward the ordinance for consideration at the October 4, 2022 Council meeting. The Council concurred with the request.

ORDINANCE NO. O2022-013, 2022 DEVELOPMENT CODE HOUSEKEEPING AMENDMENTS: Manager Medrud presented 15 Tumwater Municipal Code (TMC) Housekeeping Amendments for consideration. The proposed amendments are minor corrections to development regulations. The Planning Commission and the General Government Committee reviewed the proposed amendments. The Planning Commission forwarded a recommendation for approval of the proposed amendments. The General Government Committee approved the amendments but questioned two of the amendments involving personal and professional services and school and church signs.

Manager Medrud reviewed the proposed amendments supported by the Commission and the General Government Committee:

A. Accessory Dwelling Unit Entrances: Amendment to TMC 18.42.010(D)(3) would change a requirement to an option.

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- B. Adult Family Homes/Residential Care Facilities:** Amendments would address consistency of adult family home and residential care facilities as permitted and conditional uses.
- C. Bicycle Storage:** Clarifies bicycle storage requirements.
- D. Capitol Boulevard Community – Multifamily Parking Requirements:** Adjusts the 1.0 parking space per dwelling unit limit based on the number of bedrooms of multifamily dwelling units to relieve off-street parking impacts to adjacent neighborhoods.
- E. Car Washes:** Adds “carwash” as an amendment to Title 17 Zoning definitions, instead of a specifically listed use.
- F. Duplexes:** Amends the permitted uses in the Residential/Sensitive Resource, Single-Family Low Residential Density, and Single-Family Medium Residential Density zone districts.
- G. Impound Yards:** Adds “impound yards” as a new use, which is not currently permitted in any zone districts in the City. The proposal adds the use as a conditional use to LI, HI, and ARI zone districts and adds minimal conditions through the conditional use process in TMC 18.56.180.
- H. Mixed Use Overlay (MUO):** Clarifies that MUO requires commercial uses along primary roadways rather than 20% of every building.
- I. Nonconforming Signs:** Addresses a conflict in the nonconforming signs requirements in TMC 18.44 *Signs*.
- J. Optometry Clinics:** Addresses “optometry clinics,” which do not fit in the existing “medical clinic” or “professional services” uses.
- K. Personal and Professional Services:** For consistency and clarity, splits “personal and professional services” into “personal services” and “professional services” and removes “personal and professional and services and sales” from the TMC 18.07.020 Table of Commercial zone districts permitted and conditional uses. The General Government Committee requested further discussion by the Council. Staff’s proposed amendment allows product sales for personal sales to more than 25% of the gross floor area of the business. The intent of the proposal was to ensure any personal service business utilized most of the floor space for the specific use rather than for product sales supporting the use. The second issue is whether retail sales should be included in Neighborhood Commercial and Community Services zone districts. *Councilmember Althausen, Chair of the General Government Committee, described the committee’s concerns surrounding the proposal. The committee recommends adding retail sales as a permitted use in the Neighborhood Commercial and Community Services zone districts as a way of addressing the limitation of product sales to help support small businesses. The Council*

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discussed the intent of the proposal and enforcement methods for applying the requirement. The Council supported the proposed changes recommended by the General Government Committee.

L. Residential Mechanical Equipment in Setbacks: Proposal allows “residential mechanical equipment” in the RSR, SFL, and SFM zone districts rear setbacks.

M. Public Building Signs: Adds exemptions for the size and number of signs for public buildings and churches located in residential zone districts. *The General Government Committee requested the Council’s consideration of whether its recommendation would be acceptable to increase the height of a free standing sign to 15 feet and 55 square feet in size for signage for schools, public buildings, and churches in residential zone districts or whether churches should have reduced standards for sign regulations in residential zone districts than schools and public buildings. Manager Medrud provided examples of existing monument signs at schools located in residential zone districts and a commercial business in the City. Councilmember Althausser described the committee’s discussion acknowledging that many schools and public buildings have signs that do not conform with the existing sign code as the signs were installed prior to changes in the sign code. The committee’s concern surrounded the inclusion of churches by the Planning Commission within the staff recommendation. Many churches are located in the middle of residential neighborhoods. The proposal would enable churches to erect large signs in a residential area. The committee considered including requirements for churches similar to sign requirements for residential subdivisions of five units or greater.*

The Council discussed options with several members acknowledging how churches serve the community and the importance of enabling signage to help churches identify their location, such as adding exceptions if churches are located near a freeway or major arterial. Councilmember Althausser offered a compromise of allowing larger signs for larger structures and smaller signs for smaller structures. Manager Medrud reminded the Council that any limit of the square footage of signs applies to all signs located on a site.

Manager Medrud affirmed the Council’s direction to retain the size of 55 square feet for signs at no more than six feet in height in residential zone districts.

N. Residential Storage Sheds – Gravel Access: Adds an exemption from driveway surface requirements for storage sheds smaller than five hundred square feet in single family residential zone districts.

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O. Subdivision Dedication Code - Updates the subdivision dedication code language in TMC 17.24.030(D)(2) to change “men” to “persons.”

The Council approved the recommendation to move the ordinance forward to the Council’s October 4, 2022 meeting with the recommended changes as noted.

ORDINANCE NO.
O2022-021,
REMOVAL OF
PROPERTIES
FROM HOPKINS
DRAINAGE
DISTRICT:

Director Smith provided an update on the status of issues surrounding Hopkins Drainage District #2 and proposed Ordinance No. O2022-021. The Public Works Committee scheduled a public hearing at the October 4, 2022 Council meeting to receive testimony on the proposed ordinance for removal of properties from Hopkins Drainage District #2. The properties were previously annexed by the City.

On September 24, 2022, Commissioners of the Hopkins Drainage District adopted and certified the subject properties as part of the District. Under RCW 85.38.21, any properties within any drainage district or drainage improvement district that are also located within the boundaries of a city that operates a stormwater utility can be removed from the drainage district through Council action.

The proposal is an emergency ordinance because of the limited timeframe for the City to respond and act on the District’s recent action on September 24, 2022. In addition to the properties identified within the ordinance, all City right-of-way would be included. All affected property owners were mailed the public hearing notification for the October 4, 2022 public hearing. Comments can be provided in person, via zoom, or by email.

Thurston County also scheduled a public hearing on October 18, 2022 to receive public testimony regarding the proposal to suspend Hopkins Drainage District #2 following additional proceedings.

BUDGET
WORKSHOP #2:

City Administrator Doan’s presentation covered capital projects, non-governmental fund revenues and expenditures, and utilities within the proposed 2023-2024 Tumwater Budget.

The beginning fund balance for the 2023-2024 biennium budget is \$17.5 million with projected revenues of \$72 million and nearly \$80 million in expenditures. Of the City’s forecasted expenditures, approximately \$4.8 million are considered one-time or extraordinary expenditures. Based on projected long-term trends, the ending fund balance continues to decrease creating problems for the financial stability of the City. As the City has faced a similar situation in the past, the Council can consider using some of

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the tools in the financial toolbox to address budget issues. At the top of the list is the proposal to form a Regional Fire Authority (RFA), which is essential to provide fire, emergency medical services, and to reduce the rate of growth of City expenditures. Although the RFA would increase taxes, the alternative is a levy lid lift, which also increases taxes. The proposed budget identifies police staffing needs and funding, which could require another source of revenue. The budget speaks to renewing the Transportation Benefit District (TBD), as the District helps the City provide an improved transportation system in the City. The budget also identifies the need for real economic development, modifying the property tax cap through statewide action, ongoing monitoring of revenue assumptions, and implementing smart infrastructure investments to maintain facilities, create capacity to support development, and create a better community.

In response to questions on economic development activities, City Administrator Doan reported the City has an effective Economic Development Plan (EDP) with strategies. The City recently hired an Economic Development Manager who is focusing more efforts on partners that support the City's economic development strategies.

City Administrator Doan answered several questions concerning the difference in trends for general fund revenue and expenditures between 2016 and 2020, economic development activities of focus, and the formula for determining the proposed RFA fire benefit charge.

City Administrator Doan reviewed details of the Other Funds:

- **Special Revenue Funds** – required by law to be a separate fund that may be expended for general government purposes:
 - Affordable Housing Sales Tax
 - Domestic Violence
 - Drug and Other Seizure Fund
 - Lodging Tax Fund
 - Development Fees Fund – receives impact fees for parks, transportation, and schools and funds the Tree Fund and CFP projects.
 - Transportation Benefit District (TBD) – funded from a \$.2% sales tax on retail sales and construction. The fund leverages grant funds and pays for major transportation projects. The TBD must be renewed in 2024.
 - Metropolitan Park District (MPD) – voter approved in 2018. Revenue was not received until May 2020 during the pandemic. Future MPD projects during the next biennium include the Park at the Preserve, Community Center Design Study and land acquisition, implementation of the Arts Plan,

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growing the Community Garden Program, and ongoing maintenance projects.

- **Debt Service Funds** – funds held to pay external debt payments.
 - Current City debt is \$200,000 annually for Fire Engine #2 and Energy Upgrades. Future debt includes Fire Engine #3, Community Center, Operations and Maintenance Facility (O&M), and potential utility debt service.
- **Capital Project Fund** – a fund comprised of multiple revenue sources to pay for capital projects in the Capital Facilities Plan (CFP). Highlights of completed projects include:
 - MPD Projects, Deschutes Valley Trail, Tumwater Hill Trail, ERP Launch, and Contributions to the Washington Center
 - Ongoing Projects: Additional trail segments of the Deschutes Valley Trail, O&M Facility, Brewtower, Completion of ERP, MPD Projects, Community Center, WSDOT Facility, Arts and Culture Programs, Solar Panels, and Golf Course Facilities
 - Future Action – Establish a utility tax for the general fund portion of the O&M Facility
 - Transportation CFP – adopted in 2021 for six-year period, next update is scheduled in 2023.
- **Proprietary Funds** – required by law to hold assets separately (Golf and Utilities Funds) and expend on business-related purposes only. Proprietary Funds include:
 - Water Utility – Future expenditures and projects include upgrading instantaneous read meters, additional source development, 3 million gallon reservoir, sustainability improvements, new O&M Facility, security improvements at well sites, reclassification of Department Assistant II to Administrative Assistant, new position of Water Resources Program Manager, and new position of Maintenance Tech 1 in Operations - Distribution.
 - Sewer Utility – future projects include continuation of program to convert high priority septs to sewer, energy conservation/sustainability improvements, including solar, Sewer Plan Update, upgrade of telemetry system, system improvements, and consumer education to reduce occurrence of overflows, new O&M Facility, reclassification of several positions, and one new position.
 - Storm Utility – Major reorganization completed forming dedicated stormwater team, launched NPDES compliance business inspection program, and implemented salmon-safe certification for golf course. Staff proposes adding \$125,000 each year of the biennium for professional services in support of salmon-safe activities, habitat enhancements, and

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pollution prevention. New activities include adding second street sweeper vehicle, designating Storm Utility to contribute City's share to fund Capitol Lake/Deschutes Estuary long-term management through 2050, training and education programs to reduce impacts on stormwater systems, initiate tree planting program, continue culvert and fish passage improvements, contribute to O&M Facility, and reclassifications of several existing positions and addition of several new positions.

- City Administrator Doan reviewed the proposed increases for water (4.8%), sewer (5.8%), and storm (8.5%) with the storm increase representing a larger percentage as the dollar amount is less. He shared information on similar rates charged by the cities of Olympia and Lacey for 2023. The City of Olympia has not adopted utility rates for 2024. When compared to the other cities, the City of Tumwater utility rates are less. Both cities charge a utility tax rate of 12.5% versus the City of Tumwater's utility tax rate of 6%.
- Golf Fund – in 2021, the golf course generated \$1,357,331 in revenue; rounds of golf totaled 50,145 (on track in 2022 with 34,725 round as of August 31, 2022); the course is a top Titleist retailer, has hosted First Tee for seven years, and paid off one outstanding loan. The golf course restructured remaining debt for the final payment in 2025, increased green fees in response to demand, improved pay for seasonal workers to a minimum of \$15 per hours, and is leasing new golf carts. New budget proposals include funding an irrigation pump to improve operations at the course for utilizing reclaimed water; developing a long-term vision and finance plan for club house, driving range, cart paths, customer amenities, parking lot, and environmental improvements; updating Point of Sale system; increasing seasonal position to .75 FTE for operations support; and completing minor facility improvements to club house and maintenance building.
- **Internal Service Funds** – established to hold funds across budget years to provide services and equipment to the entire organization.
 - Equipment Rental and Reserve Fund – Budget proposal is to separate Fleet and Technology as two funds. The fund has added five EV charging stations on City property and four electric and 11 hybrid vehicles to the fleet. All future vehicle purchases must be electric or hybrid whenever feasible and meets business needs. In those instances where it is not feasible because of the type of vehicle or supply chain issues,

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staff proposes a future conversation on establishing a carbon-offset program. The proposed budget includes purchase of a second large dump truck (funded), a second street sweeper vehicle, and replacement and acquisition of 31 vehicles.

IT (Technology) replaced and optimized the core of the City's network infrastructure, continued to enhance security measures, and implemented flexible solutions to accommodate teleworking, workstations, communications, and meetings. Future goals include continuation of improvements of remote access, implementing security measures (training, policies, equipment), and continuing the ERP transition.

Comments and feedback from the Council included:

- Councilmember Cathey requested consideration of utilizing some MPD funds to fund the volunteer coordinator position.
- Comments on the difficulty of balancing the repair and addition of sidewalks in rural areas of the City recently annexed versus urban areas in the City.
- A suggestion by Councilmember Agabi for staff to check on the status of sidewalk repairs near the intersection of Capitol Boulevard and Tumwater Boulevard
- Councilmember Cathey questioned the logic of a combined rate increase of 5% for utilities to fund a new O&M Facility.
- Councilmember Cathey complimented the efforts by Parks and Recreation Department staff for parks and recreation programs during the pandemic.

City Administrator Doan reported the next budget workshop (#3) is scheduled on October 11, 2022 to review proposed changes to the budget. He encouraged the Council to offer any suggested changes to the budget prior to the next budget workshop. The Council is scheduled to conduct two public hearings on the budget. The budget assumes a no RFA scenario. Should voters pass the RFA the Council would consider some budget amendments in 2023. The Council is scheduled to adopt the budget on December 6, 2022.

The Council thanked City Administrator Doan and staff for the thorough budget review.

MAYOR/CITY
ADMINISTRATOR'S
REPORT:

City Administrator Doan encouraged the Council to consider the future of meetings in terms of continuing hybrid meetings, transitioning entirely to in-person meetings, or considering only virtual meetings.

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Mayor Sullivan reported on her achievement of receiving the Certificate of Municipal Leadership from the Association of Washington Cities.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:24 p.m.**

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

TUMWATER CITY COUNCIL WORKSESSION
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October 11, 2022 Page 1

CONVENE: 5:30 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, Finance Director Troy Niemeyer, Parks and Recreation Director Chuck Denney, Economic Development Program Manager Austin Ramirez, and City Clerk Melody Valiant.

BUDGET WORKSHOP #3: City Administrator Doan reported the workshop will cover proposed changes and updates to the 2023-2024 Tumwater Biennium Budget.

The general fund comprises approximately one-third of the total budget and is funded primarily by taxes, contracts, and fees. Separate funds or proprietary funds are not included in the general fund. The proposed budget represents some updated figures since the Council's last review reflecting a reduction in some expenses. As property valuation increases in the City, the tax rate decreases. The recent increase in valuation reduced the City's property tax rate by \$.50 per \$1,000 of assessed valuation resulting in accelerating the decline in the tax rate significantly.

Three requested language changes include exploring a youth advisory committee. Currently, the City has an assigned youth council that supports the Parks and Recreation Department. The addition of a youth advisory committee evolved from discussions to form a youth council as a way to explore broader public policy issues. It may be possible to expand the existing youth council or create new one. No funds have been allocated at this time.

The second request is whether to provide compensation to members of advisory boards and commissions. The City of Olympia compensates boards and commission members with a small stipend as a way to expand the pool of participants.

The final change pertains to assessment of expanded aquatic access that could be specific only to the City or through a partnership with an organization or another city. During the discussions on the new community center, community feedback supported inclusion of a swimming pool. However, the City elected to consider purchasing land of sufficient size to accommodate a future swimming pool.

City Administrator Doan reported the requests are a recommendation to study over the next two years.

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City Administrator Doan said another request is specific to the Fire Department. The budget includes a proposal to move to a four-battalion chief model created with an existing firefighter position, two additional firefighters, and one firefighter/paramedic that would be funded by Medic One.

Another request was prompted by discussions and requests to increase the hours of the volunteer coordinator position, which has been a halftime position. During the pandemic, the position was moved from administration to parks and recreation. Parks and recreation staff assumed volunteer coordinator duties by overseeing volunteer events, maintaining park cleanup and street cleanup programs, as well as participating in other City-sponsored events. The budget proposal retains the position as a halftime position. Staff recommends not increasing the hours of the position at this time as the halftime position would provide sufficient capacity. Increasing hours of the position equates to approximately \$25,000 for each quarter of a FTE. At this time, the volunteer coordinator position does not exist as the duties have been assumed by Recreation Manager Todd Anderson with support from other staff members.

Councilmember Cathey conveyed support for increasing hours of the volunteer coordinator position by one-quarter because of the importance of supporting City programs, as well as encouraging community members to volunteer in support of the community.

Councilmember Schneider said he also supports increasing the position to a .75 FTE.

Mayor Sullivan recommended establishing a .5 FTE position initially and increasing the hours if necessary.

Discussion ensued on the flexibility to increase the hours if a need is identified. A majority of the Council spoke in support of establishing the volunteer coordinator as a .75 FTE because the need currently exists to support community gardens, Stream Team events, lending library program, food pantries, neighborhood parties, and community engagement, etc.

City Administrator Doan reported on the request to add a Parks and Recreation Department Assistant, which was included in the budget prior to the pandemic but later removed. Demands are increasing to support adding the position as more programs and events are expanded, as the Arts Program is launched, and with the addition of the .75 FTE Volunteer Coordinator. The proposal funds the position from the Metropolitan Park District of 60% with 40% from recreation programs. The City will likely

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become eligible for federal funding of the lunch program at the Old Town Center creating another source of revenue, as the City currently subsidizes the lunch program. Federal funding of the lunch program would help offset the additional costs in the recreation program. The net increase would be approximately \$185,000 during the biennium with 40% covered by offsetting the lunch program with federal funding and 60% from the Metropolitan Park District (MPD).

Director Denney described the duties of the position that serves as the department's front desk position interacting with the public and supporting online registrations, handling phone inquiries, and supporting historical and recreation programs and activities.

City Administrator Doan reviewed the request for an additional \$62,000 for lease space for Engineering or Water Resources.

City Administrator Doan reported the budget included \$90,000 to replace police tasters during the next biennium; however, the price is scheduled to increase and it is possible to place the order within the current biennium saving approximately \$5,000 to \$10,000. The request is to move the funds from the proposed 2023-2024 budget to the current biennium budget reducing the ending fund balance by \$90,000 while reducing expenses in the next biennium budget.

Another budget request is to restore professional services funding of \$250,000 within the Stormwater Utility to provide consultant services for culvert replacements and other stormwater utility projects.

The last request is a request to replace the pump at the golf course responsible for pumping and transferring reclaimed water from the storage system to the golf irrigation system. Currently, the system operates with an inefficient single-speed pump. The proposal replaces the pump with a variable speed pump to extend the life of the irrigation system and reduce electricity consumption saving approximately 25% to 30% of the operating cost. The purchase of the pump at \$40,000 and would be funded from the Facility Reserve Fund.

In response to a question about the status of frontage improvements along Isabella Bush Park, Director Denney described staffing capacity issues contributing to the delay in the project and other major City projects. He is scheduled to meet with Director Hicks to discuss the scope and timing of the \$215,000 project for completion in 2023, as well as meeting with the Tumwater School District to submit a joint grant application to the State Recreation Conversation Office for a \$200,000 grant to add to the park

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development budget and to expand ADA improvements. The project was included in the Capital Facilities Plan (CFP) prior to the pandemic. The cost of the project has increased because of construction cost increases and inflation.

City Administrator Doan reported public hearings are scheduled on the property tax levy and the City's budget. One final workshop is tentatively scheduled. The salary schedule will be presented, which is adopted in conjunction with the budget. The Council is scheduled to adopt the budget on December 6, 2022.

MINUTES:

City Administrator Doan briefed the Council on a proposed change in how minutes for meetings are completed to take advantage of technology and the different work environment caused by the pandemic prompting the City to move to teleworking and virtual meetings.

City Clerk Valiant provided background on the minutes service provided by Puget Sound Meeting Services for the last 25 years. Today with increased accessibility to meetings, staff explored options for streamlining minutes and producing action minutes. The proposal is to move to action minutes for all City meetings (Council, boards, and commissions) with a link to the audio file of the meeting. She shared information on a small city in California that utilizes the same agenda management program used by the City. She demonstrated the program that enables the user to click on the meeting agenda to access portions of the meeting. Transitioning the process of preparing minutes is possible as the pandemic required staff to assume hosting duties for zoom meetings. Staff responsible for hosting a meeting would produce action minutes for the specific meeting body.

The Council supported moving forward with the proposal.

**CAPITOL LAKE –
 DESCHUTES
 ESTUARY
 MEMORANDUM OF
 UNDERSTANDING
 FOR GOVERNANCE
 AND FUNDING OF
 A RESTORED
 ESTUARY:**

City Administrator Doan reported in 2018, following many efforts to determine the future of Capitol Lake, another effort was initiated through the leadership of the Department of Enterprise Services (DES) and local jurisdictions, Thurston County, Squaxin Island Tribe, Port of Olympia, and the LOTT Clean Water Alliance. The parties pursued completion of an Environmental Impact Statement (EIS) for future management options funded by the state with some local funding. The original legislative proviso included provisions that the state would consider contributing state funding as long as financial support was provided by affected agencies and jurisdictions for a long-term management option. A Funding and Governance Work Group was formed to propose a funding and governance structure.

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The proposal is a Memorandum of Understanding (MOU), an agreement with two state agencies (DES and the Department of Natural Resources), LOTT Clean Water Alliance, Thurston County, cities of City of Olympia and Tumwater, Squaxin Island Tribe, and Port of Olympia specifying that the state would fund the capital cost and other signatories to the MOU would be responsible for ongoing maintenance of restoring the estuary. The City's contribution is \$2,865,000 in today's dollars with escalation occurring over time. The initial draft formula directs the Stormwater Utility Fund to fund the amount through an increase in stormwater utility rates ranging between zero to .5% projected to year 2050. The MOU is the City's commitment to enable DES to demonstrate to the Legislature local support and participation in a funding strategy and leveraging funding from the Legislature for the first phase of the project for design, engineering, and permitting over the span of three to five years.

The Council supported moving the MOU forward as a Council consideration item.

**LEGISLATIVE
AGENDA:**

City Administrator Doan reviewed the annual process for development of the legislative agenda. The City's Legislative Agenda advances a list of funding and/or policy requests to the Legislature.

City Administrator Doan reviewed the City of Tumwater's proposed 2023 Legislative Agenda:

- Capital and Transportation Proposals
 - E Street Extension Engineering and Permitting - \$6,600,000
 - WSDOT Regional Office Redevelopment - \$2,800,000
 - Tumwater Boulevard/I-5 Interchanges - \$5,000,000
 - Gopher Mitigation/Economic Development Funding - \$4,000,000 (\$2.5 million in funding for Tumwater and \$1.5 million for Yelm to initiate the mitigation bank)
- Shared Legislative Agenda – a list of regional proposals by participating agencies:
 - I-5 Improvements - \$1.5 million for planning of shoulder running option along I-5
 - Homeless Response Funding – operational funding for facilities developed to house the homeless
 - Maker Space Expansion - \$1 million to expand the Lacey Makers Space as part of a four-pronged innovation approach that includes the craft brewing and distilling center, the art center in Olympia, and the Ag Center in Tenino
 - Climate Change Response – funds for specific

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improvements in local communities to advance climate change initiatives

Councilmember Althausen suggested considering the addition of funding for the Capitol Lake/Deschutes River management option.

Councilmember Schneider recommended including installation of EV charging stations within the funding request for Climate Change Response.

- Policy & Statewide Issues
 - Increasing and aligning 1% Property Tax Cap with an inflation index
 - Eliminating the requirement to renew the 10-year term of a Transportation Benefit District
- Association of Washington Cities (AWC) is advancing five priorities:
 - Respond to Blake decision with funding and investment in alternatives to prosecution
 - Address vehicle pursuits for public safety by clarifying the ability of law enforcement to conduct vehicle pursuits using reasonable suspicion standard in specific circumstances
 - Ensure basic infrastructure funding by fully funding the Public Works Assistance Account
 - Increase housing availability and affordability with additional tools, incentives, and revenues
 - Provide behavioral health resources with great access to services at the community level including substance use disorder treatment, dual diagnosis treatment facilities, and co-responder programs to aid law enforcement.

City Administrator Doan reported the proposal will be presented to the Council for adoption. Staff utilizes the information to develop communication materials supporting different proposals.

Councilmember Althausen asked whether the City has contracted with a company to assist in distributing the information. City Administrator Doan responded that the City issued a Request for Proposal for assistance in distributing information. Unfortunately, the City received no responses.

Manager Ramirez added that staff also contacted some vendors based on recommendations from partners. The vendors were experiencing capacity issues and did not respond.

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

Councilmember Dahlhoff announced YMCA's *Breakfast for Belonging* on November 2, 2022 at the South Puget Sound Community College (Lacey Campus) from 7:00 a.m. to 8:30 a.m. Two chairs at Tumwater's table are vacant and need to be filled otherwise the YMCA will sell the two spots.

City Administrator Doan reported the October 25, 2022 Council worksession is a joint worksession with the City of Olympia Council at 5 p.m. The City of Olympia is providing dinner. The meeting will be held in the Olympia Council Chambers. The agenda includes the Regional Fire Authority (RFA) Planning Committee's recent recommendation to move the Draft RFA Plan forward.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:09 p.m.**

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

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CONVENE: 5:00 p.m.

PRESENT:

TUMWATER CITY COUNCIL: Mayor Pro Tem Michael Althaus and Councilmembers Peter Agabi, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Tumwater Mayor Debbie Sullivan.

OLYMPIA CITY COUNCIL: Mayor Cheryl Selby, Mayor Pro Tem Clark Gilman, and Councilmembers Jim Cooper, Yên Huỳnh, Dani Madrone, Lisa Parshley, and Dontae Payne.

TUMWATER & OLYMPIA CITY STAFF: Tumwater City Administrator John Doan, Olympia City Manager Jay Burney, Tumwater Fire Chief Brian Hurley, Olympia Interim Fire Chief Todd Carson, Olympia Fire Union Representative/Firefighter Steven Busz, and Tumwater Fire Local Vice President/Paramedic Lieutenant Rian Winter.

APPROVAL OF AGENDA: **Councilmember Madrone moved, seconded by Councilmember Huỳnh, to approve the agenda as published. A voice vote approved the motion.**

PRESENTATION AND DISCUSSION OF THE REGIONAL FIRE AUTHORITY PROPOSAL: Regional Fire Authority (RFA) Planning Committee Chair Dahlhoff introduced the presentation on a proposal for both cities to form a regional fire authority.

All participants provided self-introduction.

City Administrator Doan reported the presentation will cover the committee's recommendation to form a Regional Fire Authority.

Fire Chief Hurley and Olympia Interim Fire Chief Carson described the reasons for considering the formation of a RFA. After a review of services provided to the community, a study was initiated in 2019 within the communities in conjunction with many other partner agencies in the region to consider different options for the provision of fire and emergency services in the future. One conclusion within the study was a recommendation to form a regional fire authority. The Cities of Olympia and Tumwater elected to pursue a process to consider the formation of a RFA based on limited resources within each city's general fund to provide a high level of response and service to the community.

Fire Chief Hurley reviewed fire department budgets reflecting a 10% increase in 2023 over the 2022 budget for both cities. Fire Chief Carson reported some of the RFA operational enhancements include basic life support transport and the CARES Unit. The CARES Unit is an alternative response unit currently in its infancy stages in the City of Olympia. The combined organization includes two battalion chief positions handling a call volume of

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60 calls a day with a staff of 35 employees. The battalion chiefs serve as supervisors 24/7 to manage both personnel and incidents. Formation of the RFA will result in an increase in efficiencies in many areas of both cities. Opportunities will become available for staff to receive ladder truck training and participate in incidents requiring a ladder truck response. The RFA affords an opportunity for staff to receive necessary training despite the high call volume. As fire service evolves, it is important for staff to participate in training. One example is the increase in electric vehicles requiring a specific skill set to extinguish an electrical vehicle fire. Much of the necessary training for both fire and EMS are perishable skills requiring continual training.

Olympia Firefighter Steven Busz and Tumwater Paramedic Lieutenant Rian Winter, representing labor, said men and women working in both departments are noticing how difficult the job is becoming as it requires social work, responding to a high volume of calls, and remaining on-scene longer than in the past because of the lack of resources and transport units available in the county. All those issues have a detrimental impact on fire personnel. The proposed enhancements within the RFP Plan will provide the region with more service and is why labor supports the Plan. The Plan supports both communities and employees.

Councilmember Schneider asked about the response time anticipated if the RFA is approved by voters. Olympia Fire Chief Carson responded that Olympia's fire standard for response is 6 minutes 90% of the time for structural fire response. The RFA proposal projects a full response within 8 minutes or less. With advanced life support, the response rate would be 10 minutes or less. The issue is difficult as the intent is to reduce response times to meet standards. At this time, response time is at an unacceptable level because of high call volume in the City creating a situation of concurrent calls. Fire Chief Hurley said Tumwater's strategic plan identified 7 minutes at 90% of the time as the goal. Tumwater's actual response time is closer to 9 minutes with a goal to reduce the rate to 7 minutes or less.

Councilmember Cooper added that the cities are exploring preventative measures to prevent further erosion of response times to ensure the new organization can pursue a new strategic planning process for the RFA to achieve industry standards.

Councilmember Parshley noted that a basic life support response represents at least 18 firefighters and two aid vehicles, which represents a significant increase in labor. The RFA will benefit both jurisdictions. Today, response is still acceptable despite the fact that the county is one of the fastest growing counties in the state. The issue is how long the cities can maintain current levels. The future calls for a solution that is beyond the capability of either jurisdiction.

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Councilmember Schneider asked about the amount of coverage anticipated for the City of Tumwater. Councilmember Parshley said service coverage by the RFA would be equal across the jurisdictions.

Councilmember Jefferson stressed the importance of conveying the information to the public in terms of both cities reaching response time thresholds that would be difficult to overcome without the benefit of the RFA. Councilmember Huynh agreed as creating the RFA is an investment by both cities and communities. Although most consumers may not experience immediate change, the intent is to be productive and proactive in conveying the importance of why the RFA is a value at this time and potential ramifications if the RFA is not approved.

City Administrator Doan reported the RFA Planning Committee is offering a recommendation to create a RFA, similar to others in other communities both large and small to include West Thurston to fire authorities in the cities of Renton and Kent. The RFA is a locally governed entity providing quality, sufficient, and sustainable fire and emergency services as communities grow and change. The RFA is administered by elected governance, provides a way to check-in with voters, and has a multi-pronged funding approach. The proposed RFA recommendation evolved over time with a fire benefit charge that has changed over time through different modeling exercises based on input from the councils and within the community. The state currently has 13 active RFAs. The RFA Planning Committee is hosting a public hearing in November on the proposed RFA Plan in Tumwater. The goal is to present a final RFA Plan to the councils before the end of the year and if approved, the Plan would be included on the April 2023 ballot.

Mayor Po Tem Gilman asked whether the committee, through its research and contact with other RFAs in the state, learned about maintaining culture of the departments and receiving direction from the jurisdictions. Councilmember Parshley responded that the future RFA Board includes two Councilmembers representing both jurisdictions providing direct interaction with each jurisdiction.

Councilmember Cooper noted that the committee discussed how the two fire departments would encounter a culture shift to create the new organization at both the labor and management level. However, the new entity would be connected to the cities at all levels through public works and water resources to ensure continuity of service.

Councilmember Madrone pointed out that some of the changes in the Olympia Fire Department have been in response to challenges that are aligned with the City, such as the CARES Program and other services.

Fire Chief Hurley commented that in terms of culture and history, each department has a rich culture and tradition with the Olympia Fire Department

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the oldest fire department in the state and the Tumwater Fire Department's ties to the Olympia Brewing Company and its history. Merging both organizations is an exciting prospect in his opinion. The Fire Chiefs and senior staff have met and discussed the proposed future organization with fire personnel to include additional staffing for the CARES Program and transport units, the second battalion, and administrative staffing for the organization.

Fire Chief Hurley presented the proposal organizational chart for the RFA and identified new positions. All existing employees from both departments would transition to the RFA.

City Administrator Doan presented the proposal on governance of the RFA. The proposal is based on statutory requirements. The initial Board is comprised of the RFA Planning Committee of six Councilmembers (3 from each jurisdiction). The initial board structure is phased over time to a seven-member board with one Councilmember from each city and five at-large elected commissioners serving six-year terms with councilmembers serving four-year terms aligned with their respective Council appointment.

Councilmember Madrone commented on the ongoing issue of Council capacity and questioned why the permanent board structure would be phased rather than implemented immediately.

Mayor Pro Tem Althaus explained that when the committee discussed options, some concerns were voiced about the loss of institutional knowledge and the abruptness of a permanent board. Transitioning the boards enables a bridge to carry forward institutional knowledge and it serves as a compromise to ensure continuity of city representation during the transition period as the RFA becomes a separate entity.

Councilmember Madrone responded that each member serves a term and reelection is never guaranteed. It is important to recognize that commitments by Councilmembers are high.

Councilmember Huynh explained that the governance conversation took time by the committee and did not involve an easy decision because there were points of disagreement within the committee. The simplest explanation is that often, government officials can delve into the weeds despite great intentions resulting in over complicating issues and unsuccessful results. When the issue of districting was considered, she considered what would be accomplished and determined during the course of the conversations how districting during the primary with an at-large board determined at the general election did not produce more representation. By initiating an at-large governance structure upfront, it affords more opportunities for people to consider running for a position and more opportunities for community members to vote.

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Councilmember Cooper added that the district option was not viable because the general election requires an at-large board by state statute. When the committee considered better representation, equity for neighborhoods, and less costs for campaigning, those issues were mute because the statute requires the general election to be a board of commissioners representing the entire district. He noted that the first several years will require a significant time investment by each councilmember serving on the RFA board. To ensure the success of the RFA it will be necessary for each council to share and distribute workload in a new environment.

City Manager Burney reviewed the proposed RFA funding recommendation comprised of four funding sources of a fire levy (property tax), a fire benefit charge (FBC) based on the fire risk associated with the size and type of structure, EMS levy revenues, and fees for services, such as contracts with the state for fire service. Two funding options the committee considered for funding the RFA included shifting the \$1.50 per \$1,000 assessed value in property tax from the cities to the RFA and retaining the revenues for fees for services. That option requires approval of 50% plus 1 voter approval. The committee discussed and recommends the second option of a fire levy up to \$1.00 per \$1,000 assessed valuation and a FBC. The revenue generated from a \$1.00 fire levy was insufficient to sustain and support the RFA over the long term. The addition of the FBC affords flexibility for future commissioners to fund services required by the community as it expands.

The FBC is not a tax it is a fee and intended to reflect the measure of benefit received by a property. Statewide, RFAs have used FBC formulas based on fire flow derived from a national formula that measures the amount of water required to extinguish fires. Other factors are included in the formula such as type and size of structures. Assessed value of properties is not a factor in determining the FBC nor is land. Structures of less than 400 square feet are not subject to a FBC. Exemptions and discounts of the FBC are available. The FBC is not subject to the annual 1% property tax cap. The formula is complicated and has created many questions for the committee, the councils, and the community. The committee took time and debated using other formulas but agreed to use the formula used by other RFAs in the state because it is legally defensible as it has precedence, which is important. Additionally, the committee challenged staff and the consultant teams to ensure the proposal addressed regressivity and equity.

The FBC formula includes identification of the classification of different types of structures ranging from residential to commercial, square footage, and classification using Thurston County Assessor records. The committee spent substantial time on determining weightings for each structure, which increase with size and complexity of the structure and often require additional resources to extinguish a fire. Discounts are available for sprinklers.

Councilmember Jefferson commented that the FBC will be a major burden

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for some community members facing increased costs in gas, groceries, and rent causing many people to live on the edge. She asked whether the County Assessor is involved in determining the tax rates for seniors or for those living on fixed incomes that cannot pay the fee. City Manager Burney explained that all discounts available through the County Assessor's Office are applicable to the FBC to include disability and low-income discounts. Part of the efforts by the RFA is communication to the community to ensure residents understand who to contact and how to apply for an exemption or discount.

City Administrator Doan noted that the RFA organizational structure includes a communications position to help inform the public about discounts and exemptions and to answer questions.

Councilmember Jefferson emphasized the importance of publicizing information to the community advising them of the contact number or office to contact if encountering issues in paying the FBC.

Discussion ensued on the importance of communicating with the community with recognition that costs for fire, emergency, and police services continue to increase. At this time, the RFA is the best option for fire and emergency services without negatively affecting low income, disabled, and senior residents.

Councilmember Schneider acknowledged that costs are increasing; however, some confusion exists in terms of the FBC with respect to the increase in square footage of the structure. For example a 1,500 square foot home would incur a charge of \$.22 per square foot; however, a 2,500 square foot home would only incur a \$.17 per square foot charge. He questioned why the lower square footage home pays more than a larger home, and whether the RFA with a FBC results in a resident paying more taxes rather than through the current method of paying property tax.

Paramedic Lieutenant Winter explained that fire response resources to a structure would be the same regardless of the size of the structure.

Councilmember Parshley said she learned through the process that the FBC is necessary regardless of whether the structure experiences a fire or never experiences a fire because of the required capacity to respond to a fire at any moment. The FBC funds that capacity. In terms of comparing property tax versus FBC, both jurisdictions would likely need to discuss future funding needs for fire and emergency services regardless of the RFA. There is also the potential of requesting a levy lid lift for the general fund or the fire department as costs for providing services continue to increase regardless of whether the RFA is established.

Councilmember Payne asked whether the exclusion of assessed property

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valuation in the FBC is because the FBC is a fee and not a tax and prohibited by statute. City Manager Burney affirmed the FBC is a fee and is not subject to the 1% property tax cap. Cities are not allowed to impose a FBC as only the regional fire authority structure allows a FBC. The benefit of the FBC is through the value it provides in terms of services to the community.

Firefighter Busz added that fire services are costing more and will continue to increase. The cost of fire engines have exponentially doubled in the last five years, ladder trucks are more expensive, labor costs have increased, fuel costs have increased, and increased call volumes creates more wear and tear on vehicle requiring replacement vehicles. Property taxes are capped. The FBC provides a supplementary source of revenue that is not a tax and supplements revenue required to provide services. The RFA option is proposed by the committee because it is the only vehicle to move forward with services at or above the level currently provided.

Several Councilmembers pointed out that the equity inquiry from Councilmember Schneider was not sufficiently addressed. Councilmember Swarthout explained that the FBC is assessed on a structure regardless of its assessed value. The formula is based on the square footage of the structure.

City Manager Burney said the FBC cannot exceed 60% of the RFA operating budget each year. Each year, the RFA Board determines expenditures and revenue needs with the ability to change the FBC based on the needs and growth in the community. If the FBC is passed by voters in April 2023, the FBC must be reauthorized by voters after six years either by presenting a ballot measure for another period of six to ten years with approval by 50% +1 of voters or a permanent reauthorization which requires 60% approval by voters. The RFA would receive a \$1.00 per \$1,000 assessed valuation in property tax capacity with each city losing \$1.00 per \$1,000 assessed valuation in property tax capacity. Property taxes in the communities will not increase because of the RFA. The only increase is through the FBC. Cities will be required to transfer property tax capacity to the RFA.

City Manager Burney and City Administrator Doan reviewed tax implications to the cities caused by the forfeiture of 1% property tax to the RFA. For the City of Olympia, the RFA over the next four years would be cost neutral. For the City of Tumwater, the RFA would affect the City by creating a negative impact by 2024. By 2024, the City of Tumwater would need to make some adjustments in the structure of the general fund.

City Manager Burney reviewed the RFA finance plan. All fire equipment, apparatus, and fire stations would be transferred to the RFA at no cost. If a station is no longer used by the RFA in the future, the donating city would have first right of refusal to regain ownership. Both cities retain LEOFF 1 liabilities for retired firefighters. Remaining Tumwater fire levy lid lift revenue would be transferred to the RFA to purchase apparatus to honor

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commitments to voters. Some planned capital acquisitions would be deferred to reduce budgetary impacts to the RFA in the initial two years of operation. City obligations for fire department accrued sick leave, retirement payout, and vacation leave would transfer to the RFA.

If voters pass the RFA, working capital will be required from August to December 2023. The RFA would operate with revenue remaining from the 2023 city fire department budgets. The RFA will begin with no revenue balance in 2024 unless the cities provide working capital. The proposal calls for the City of Olympia to provide an \$8 million loan to the RFA for working capital, to be repaid over 5.5 years. An additional \$2 million is from Tumwater levy funds.

City Manager Burney reviewed the 7-Year RFA Finance Plan proposed by the committee. The plan includes a reserve account to fund replacement of equipment and fire engines. The proposal includes service enhancements of two transport units, a CARES unit, and a 2-battalion model. The labor unions have agreed to defer pay increases in the first several years to assist in the financial transition. The financial model includes a levy lid lift for the RFA in 2027 to recoup lost property tax capacity.

Councilmember Cooper emphasized that two-thirds of the revenue from fire levy collections and the FBC is from the least regressive source with one-third from commercial. The intent of the committee was to reduce the amount of extra funding paid by residents.

City Manager Burney advised that the committee has focused efforts over the last four months following the receipt of comments from initial briefings with the councils. The committee focused on ways to avoid regressivity of the FBC formula by creating new tiers. The formula includes three residential tiers with smaller residential units under 2,000 square feet assigned a smaller weight than larger residential units. Another adjustment is shifting the impact from small residential and residential to commercial. Another decision was to assign no weights to mobile homes resulting in no FBC charge. Apartments are weighted at 1.5 with commercial structures increasing to address regressivity issues.

Councilmember Parshley said the committee has requested the future RFA board reassess the formula and the potential of using square footage only and not the entire calculation. The formula also reduced rates for small and mini commercial businesses.

Councilmember Schneider remarked that he believes the RFA is the best option at this time; however, his concern is how to convince the public the RFA is the best option. More clarity is required because voters need to know what the cost will be to them personally. The information is too complicated to present to the public.

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RFA Chair Dahlhoff said the issue has been a sticky point of the committee beginning with the report from 2019 through years of discussion to present a recommendation to the councils to vote on whether to proceed to present the proposal to the community. The committee strived during the last year to address and balance equality, equity, and other factors to develop the best possible solution. The next step is direction by the councils on whether to move forward.

City Manager Burney said the most difficult task of government is asking the community to pay more for services they currently receive. However, local government has a responsibility to consider future service and funding challenges. It is important to ensure the community is safe and first responders are safe. The funding pitfalls both jurisdictions are facing, puts those responsibilities at risk. The responsibility is to look to the RFA as a tool, which may not be perfect but is the best tool to address funding shortage and sustainability of future funding facing both fire departments today.

City Manager Burney reviewed a revised FBC forecast based on the substantial increase in 2023 property valuations. The increase in valuation resulted in the decrease of FBC collections from \$13.5 million to \$10.5 million. He shared examples of the calculations based on changes in assessed value and in weightings. For a 2,500 square foot home, the annual FBC is approximately \$318. The change in weights for small homes has decreased the FBC significantly.

Councilmember Cathey acknowledged and thanked the committee for its thoughtful and thorough work.

City Administrator Doan encouraged the councils to review the presentation materials and contact committee members and staff with any questions.

ADJOURNMENT: **With there being no further business, RFA Chair Dahlhoff adjourned the meeting at 6:42 p.m.**

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

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CONVENE: 7:00 p.m.

PRESENT: Mayor Pro Tem Michael Althaus and Councilmembers Peter Agabi, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Mayor Debbie Sullivan.

Staff: City Administrator John Doan, Economic Development Program Manager Austin Ramirez, and City Clerk Melody Valiant.

PUBLIC COMMENT: There were no public comments.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, October 18, 2022
- b. Payment of Vouchers
- c. Intergovernmental EMS Contract (ALS)
- d. Tacoma Community College Affiliation Agreement
- e. 2023 Community Human Services Program Funding
- f. Department of Ecology Grant Agreement OTGP -2022-Tumwat-00102
- g. Interlocal Agreement with Department of Enterprise Services for DEI Pilot Training

MOTION: **Councilmember Jefferson moved, seconded by Councilmember Schneider, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

Mayor Pro Tem Althaus reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**2023 LEGISLATIVE
AGENDA APPROVAL:** Manager Ramirez reported the City annually adopts a Legislative Agenda to guide the City's policy and funding requests to the State Legislature. Since the Council's last review of the Agenda a few changes have occurred to include the addition of projects, updates to projects, and the addition of a new category. Two existing categories of the Agenda include Tumwater specific legislative requests and the Shared Legislative Agenda developed through a regional partnership with projects focusing on economic vitality or regional quality of life issues. A new category is proposed of *Community Projects* comprised of projects falling outside the two categories that benefit the Tumwater community. New Tumwater additions include promoting the Tumwater Craft District by development of an Integrated Malt System and Storage (IMSS) to connect local high quality grains with brewers and distillers locally and regionally to fill a fundamental gap

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in the brewing and distilling ecosystem in the state. A second addition to the Shared Legislative Agenda is in response to discussions during the Council worksession on the Capitol Lake/Deschutes Estuary restoration project for Budd Inlet restoration for remediation and habitat. The project has been identified as an important step prior to removing the 5th Street Dam to fulfill the estuary restoration goals. The Port of Olympia will lead the effort with support by the partners. A project under the new category of *Community Projects* is a legislative request for Family Education and Support Services (FESS) to secure a capital contribution of \$2.2 million to help secure the remaining amount of a 15-year lease in an effort to sustain critical service delivery. None of the requests affect the City's 2023-2024 biennium budget.

Councilmember Jefferson inquired about the timeline for securing the legislative capital allocation for FESS. Manager Ramirez advised that staff continues to work on the request in addition to the climate change response with Shared Legislative partners. The challenge was identifying specific and tangible needs to fund recognizing the need to fund both efforts.

Councilmember Dahlhoff stated her support for the Legislative Agenda. She serves on the Board of the Family Education and Support Services and plans to abstain from voting for that reason.

Manager Ramirez requested the Council's approval of the City's 2023 Legislative Agenda. Staff will work with the Shared Legislative Agenda partnership to refine and finalize the scope. On December 6, 2022, the consent calendar includes a request to execute an agreement for continued Shared Legislative Agenda services with the Thurston Chamber of Commerce for two years and another agreement for legislative advocacy services with Strategies 360.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Schneider, to approve the 2023 Legislative Agenda. A voice vote approved the motion. Councilmember Dahlhoff abstained.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Leatta Dahlhoff***

The next meeting is scheduled on Tuesday, November 8, 2022 at 8 a.m. Agenda topics include the revised 2023-2025 School Resource Officer contract, District Court services contract, and Ordinance O2022-024, Tumwater Municipal Code 6.04 on dogs, cats, and other pets.

GENERAL

The next meeting is scheduled on Wednesday, November 9, 2022 at 2

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
November 1, 2022 Page 3**

GOVERNMENT:
Michael Althausen

p.m. to discuss the Comprehensive Plan Update scope and format, multifamily tax exemption for the 350 North Apartments for an eight-year multifamily tax exempt and an eight-year tax exemption for the Tumwater Craft District.

PUBLIC WORKS:
Eileen Swarthout

The next meeting is Thursday, November 17, 2022 at 8:00 a.m.

**BUDGET AND
FINANCE:**
Debbie Sullivan

At the October 19, 2022 meeting, the committee approved meeting minutes, designated Human Services Program funding, and forwarded the third amendment to the 2021-2022 budget to the Council for consideration.

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

City Administrator Doan reminded the Council that the regularly scheduled meeting on November 8, 2022 will move to Monday, November 7, 2022 because of the general election.

**COUNCILMEMBER
REPORTS:**

Joan Cathey:

The Olympic Region Clean Air Agency is working on changes to rules for recreational fires.

On Wednesday, Councilmember Cathey and Mayor Pro Tem Althausen met with representatives from Habitat for Humanity to discuss the City's plans for housing and to receive an update from the organization on its housing efforts.

Councilmember Cathey attended the last Regional Housing Council meeting in conjunction with Mayor Pro Tem Althausen.

Leatta Dahlhoff:

Upcoming meetings include a meeting on sea level rise followed by two LOTT Clean Water Alliance Board meetings, a Tumwater Public Health and Safety Committee meeting, and the Tumwater General Government Committee meeting.

Peter Agabi:

Scheduled meetings include Joint Animal Services Commission on Monday, November 7, 2022, Tumwater Public Health and Safety Committee on Tuesday, November 8, 2022 and the Transportation Policy Board meeting on Wednesday, November 9, 2022.

Charlie Schneider:

Councilmember Schneider attended the Tumwater Chamber of Commerce retreat. Members discussed chamber membership and agreed to pursue efforts to increase the current membership of 40 businesses.

Councilmember Schneider attended the Tumwater Education

TUMWATER CITY COUNCIL MEETING
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Foundation breakfast with Councilmembers Swarthout, Dahlhoff, and Jefferson.

Councilmember Schneider volunteered during the East Olympia Elementary School Harvest Festival.

The Tumwater Parks and Recreation Department sponsored the annual pumpkin painting event hosting 250 participants at Old Town Center.

Angela Jefferson:

The Transportation Committee of the Thurston County Emergency Medical Services (EMS) Council continues its work on reducing the number of dropped calls and no-loads. Private ambulance companies and fire stations work together to respond to medical emergency calls. In some cases, fire stations respond to calls and upon arrival, they contact private ambulances after the initial assessment. For serious calls such as strokes and heart attacks, the procedure is different as ambulances are immediately dispatched. Dropped calls occur when no ambulance is available to respond to calls. Those calls have been reduced to approximately 30 from a high of 300 to 400 calls. A no-load situation occurs when an ambulance arrives at the pick-up location but no patient is loaded. Those calls were reduced from 60% to 30% representing a significant reduction by both parties. A decision is pending on whether to maintain the current procedures until the end of November. Members also discussed issues surrounding patient care reporting. The lack of updating has been identified. To resolve the issue a training plan has been developed. With the expiration of the Governor's COVID mandate, members discussed COVID waivers and its impact on staffing constraints and rehiring of personnel. The decisions will affect hospital bed space and staff to patient ratio. CPR certification class training has reduced in the region. To date, only 1,900 individuals have received training from a high of 4,000 individuals previously receiving CPR training. Individuals are encouraged to enroll in CPR classes at Thurston County Medic One's website.

On October 20, 2022, Councilmember Jefferson attended the Thurston Thrives Breakfast followed by attendance at the Law and Justice Council of Thurston County meeting later in the day. Members re-elected the Chair and Vice Chair. Members approved meeting bi-monthly rather than quarterly beginning in 2023. Members discussed Thurston Thrives and ways to improve better connections and the type of engagement with Thurston Thrives as members of the Law and Justice Council. Thurston County initiated a health initiative 10 years ago. The debate at that time was whether the Law and Justice Council should become a member of Thurston Thrives. At that time, membership was supported. The Chair of the Law and Justice Council supports the Council's membership as Thurston Thrives has

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
November 1, 2022 Page 5**

been reinvigorated after losing focus prior to the pandemic. The new director is energetic and has a clear focus to address equity, healthcare, and physical, mental, and behavioral health in the community. Members agreed to continue to participate as members of the Thurston Thrives Action Team. Moving forward, members agreed to form a subcommittee to identify strategies for the future. Councilmember Jefferson volunteered to serve on the subcommittee.

Michael Althausen:

The Department of Enterprise Services released the Final Environmental Impact Statement (EIS) for the Capitol Lake/Deschutes Estuary project. The next step is for DES to begin advocating to the Legislature to secure funding to invest in some of the capital costs necessary to implement the project.

At the last Regional Housing Council meeting, members continued discussions on governance. The Council established several subcommittees to inform the work. Members debated whether it would be possible to offer compensation to individuals who serve on advisory committees. The City of Olympia offers compensation for individuals serving on city boards and commissions. The city provides a modest stipend to increase diversity and representation of lived experiences on advisory committees and boards. The Council is reviewing the possibility with Thurston County. Members discussed funding necessary to convert the Franz Anderson property into supportive housing units and tiny homes. A recent article in *The Olympian* newspaper featured information on the City of Lacey's commitment to use some of its American Rescue Plan Act of 2021 (ARPA) funds on the project. The City of Lacey reiterated and confirmed its plan to contribute \$3.5 million to the project. The City of Tumwater has approximately \$550,000 in remaining ARPA funds that could be contributed to the regional project. Members discussed progress on whether to form an advisory committee on camp clean-ups and whether a regional policy should be considered in terms of how to handle outreach to people who are experiencing homelessness and living outside. One component of the proposal is forming a team to meet weekly to discuss outreach efforts. Mayor Pro Tem Althausen supported a regional policy to ensure all actions are evidence-based public health perspective. He acknowledged the difficulty of initiating the team given current staffing capacity.

Eileen Swarthout:

At the October 19, 2022 Tumwater HOPES meeting, members continued discussion on identifying a new coordinator for the program and soliciting additional boardmembers.

Councilmember Swarthout participated in the selection of families moving into Habitat for Humanity new townhomes located off Henderson Boulevard. The organization received 35 applications.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
November 1, 2022 Page 6**

**RECESS TO
EXECUTIVE SESSION:** Mayor Pro Tem Althausser recessed the meeting at 7:28 p.m. to an executive session to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(b) for approximately 20 minutes.

**RECONVENE &
ADJOURNMENT:** Mayor Pro Tem Althausser reconvened and adjourned the meeting at 7:48 p.m.

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: November 15, 2022
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 171795 to 171865 in the amount of \$413,294.24 dated October 28, 2022, and electronic payments 902157 to 902188 in the amount of \$168,892.89, and wire payments of \$193,044.68; and the payment of vouchers 171866 to 171922 in the amount of \$273,954.66 dated November 4, 2022, and electronic payments 902189 to 902204 in the amount of \$721,505.21.

2) Background:

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

Vendor	\$	Description
AWC Employee Benefit Trust	129,496.00	Monthly Medical/Dental/Vision Premiums
LEOFF Health & Welfare Trust	52,407.46	Police Guild Medical Premiums
ICF Jones & Stokes, Inc	32,083.07	Professional Services 8/27/22 to 9/30/22 – Bush Prairie Habitat Conservation Plan Phase 2
KBH Construction	98,216.17	PE#2 Barclift Park & Tumwater Hill Park Restroom Improvements
Stantec Consulting Svcs, Inc	28,768.54	Deschutes River Flood Reduction Study
LOTT Wastewater Alliance	643,500.52	September 2022 LOTT Fees

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Voucher/Check Nos 171795 through 171865 in the amount of \$413,294.24
Electronic payment No 902157 through 902188 in the amount of \$168,892.89
Wire payments of \$193,044.68



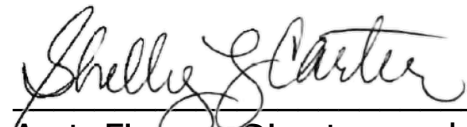
Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/28/2022

EXHIBIT "B"

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

Voucher/Check Nos 171866 through 171922 in the amount of \$273,954.66
Electronic payment No 902189 through 902204 in the amount of \$721,505.21



Asst. Finance Director, on behalf of the Finance Director

Checks dated 11/04/2022

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: November 15, 2022
 SUBJECT: Ordinance No. O2022-022, Ad Valorem for Regular Property Taxes for the Fiscal Year 2023

1) Recommended Action:

A motion to adopt Ordinance No. O2022-022, AN ORDINANCE relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2022.

2) Background:

Ordinance O2022-022 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor's Office, along with the levy certification, by November 30, 2022 in order to establish the tax levy for fiscal year 2023.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 6.457 percent.

A one percent increase over our actual 2022 levy amounts to \$105,040. This does not include the County Assessor's consideration of any possible true-up of refunds and adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from new construction, or granting of exemptions per RCW 84.69.180. The 2023 property tax levy related to new construction is estimated to be \$454,497 based on estimated new construction of \$201,204,400. The levy rate will go from \$2.26 to an estimated rate of \$1.66 for 2023.

Since the valuations are not finalized, the 2023 levy is considered to be an estimate. When the final assessed value is determined by the Thurston County Assessor and Washington State Department of Revenue, the Finance Director may re-certify the tax amount to meet the \$3.10 limitation if necessary.

3) Policy Support:

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

4) Alternatives:

- ☐ Do not pass the Ordinance, maintain property taxes at the 2022 level, and bank the allowable levy increase.

- ☐ Change the levy increase to something less than stated above.

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2023 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2022-022 Ad Valorem for Regular Property Taxes for the Fiscal Year 2023

ORDINANCE NO. O2022-022

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2023.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, October 18, 2022, to consider an increase in property tax revenues from January 1, 2023 to December 31, 2023; and

WHEREAS, the Thurston County Assessor's Office provides the City with the new assessed valuation for all existing properties and all new construction, improvements to property, annexations, and state-assessed utility property; and

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2023 levy amount was 3.860 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City Council desires to limit the rate to \$3.10 per \$1,000 of assessed value, plus administrative refunds; and

WHEREAS, the population of the City of Tumwater is more than 10,000; and

WHEREAS, for taxing district with populations of 10,000 or greater, the limit factor for property taxes due in 2023 is 101 percent;

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2023 tax year. This levy results in a \$105,040 increase and a 1.00% change from the 2022 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

Section 2. This amount to be levied, as stated in Section 1 above is exclusive of any additional revenue from refunds made, new construction, or any other adjustments made by the County Assessor.

Section 3. On or before the 30th day of November, 2022, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

EXHIBIT A

Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied on property within the City of Tumwater.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this 15th day of November 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
FROM: Jon Weiks, Chief of Police
DATE: November 15, 2022
SUBJECT: Ordinance No. O2022-024, TMC 6.04 Dogs, Cats and Other Pets

1) Recommended Action:

Authorization for the Mayor to sign Ordinance No. O2022-024 amending TMC 6.04 – Dogs, Cats and Other Pets.

2) Background:

TMC 6.04, relating to dogs, cats and other pets, was enacted in 1996 and last updated in 2014. The City of Tumwater is party to an interlocal agreement with the cities of Lacey and Olympia, as well as Thurston County, for animal services operations. The entity providing this service is known as Joint Animal Services, whose operations are overseen by a Board of Commissioners (elected officials from each entity, known as JASCOM). The Joint Animal Services Director and JASCOM have recommended an update to definitions and language of TMC 6.04 to support a new, lifesaving cat program. This ordinance reflects those requested changes.

3) Policy Support:

2021-2022 Strategic Priority: *“Provide and Sustain Quality Public Safety Services”*

4) Alternatives:

TMC 6.04 would remain in its current form.

5) Fiscal Notes:

No fiscal notes.

6) Attachments:

A. Ordinance No. O2022-024, TMC 6.04 Dogs, Cats and Other Pets

ORDINANCE NO. O2022-024

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code Chapter 6.04, Dogs, Cats and Other Pets, relating to community cats (amending Ordinance Nos. O2014-017, O2006-003, O99-020 and O95-044) as more particularly described herein.

WHEREAS, in 1996 the Tumwater City Council adopted county-wide uniform regulations for the keeping of dogs, cats and other pet animals which has been updated over the years consistent with a regional approach to animal services; and

WHEREAS, the cities of Olympia, Lacey, and Tumwater and Thurston County are parties to an interlocal agreement for joint animal services operations, including operating of the animal shelter and the conduct of animal protection and control activities; and

WHEREAS, the Joint Animal Services Commission (JASCOM) adopted a 5-year Strategic Plan for 2022-2026; and

WHEREAS, Goal 2 of the Strategic Plan is to “Expand and improve animal care and programming to support our community’s pets and people”; and

WHEREAS, under this goal and strategy, JASCOM recommends updating definitions and language of the Tumwater Municipal Code (TMC) to support a new, lifesaving cat program called the Community Cat Program; and

WHEREAS, the City Council finds it is in the best interest of the residents of Tumwater, and supports health, safety and welfare to adopt the ordinance.

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

Section 1. Section 6.04.030, Definitions, of the Tumwater Municipal Code is hereby amended to read as follows:

A. “Abandon” means:

1. The act of leaving a pet animal without humane care in such a way that the health or safety of the animal is imperiled; or

2. Failure to respond to notification of impoundment of an animal.

B. “Animal” means any nonhuman mammal, bird, reptile, or amphibian.

C. “Animal services” means the agency designated to enforce this chapter and operate a shelter facility designated or recognized by the cities of Lacey, Olympia and Tumwater and Thurston County for the purpose of impounding, caring for, placing through adoption, returning to owners and euthanizing pet animals.

D. “At large” means any pet animal that is not in the physical presence and control of an owner or keeper; provided, that the following animals shall be considered at large only under the following circumstances:

1. When a dog, licensed or not, is found off the premises or outside the vehicle of the owner and not under control of a person by means of a leash, carrier or demonstrated voice command. “Demonstrated voice command” means the person purporting to exercise control of a dog can cause the dog to immediately heel by giving an appropriate voice command; or
2. When a pet animal interferes with pedestrian or bicycle or vehicular movement or causes reasonable affront or alarm to a person or if injury or damage has been caused by the pet animal, or a trespass has occurred; or
3. When a cat, licensed or not, is on property where the property owner or tenant objects to the presence of the cat and has humanely trapped or otherwise contained the cat.

E. “Cattery” means an establishment kept for the purpose of breeding, owning, selling, or boarding of cats, and having current certification by a nationally recognized cattery registration group that formulates and applies their own standards for appropriate care, such as Cat Fanciers Association, the American Cat Fanciers Association, the International Cat Association, or the United Feline Organization.

F. “Dangerous dog” means a dog that according to the records of animal services has committed serious offenses as more fully set forth in TMC [6.04.070](#).

G. “Director” means the director of animal services, or his/her designee.

H. “Domestic animal” means an animal other than a pet animal, which may or may not be used as a food source such as, but not limited to, a rabbit, chicken, goat, sheep, cow or horse.

- I. “Euthanasia” means the humane killing of an animal.
- J. “Exotic animal” means an animal such as, but not limited to, venomous or constrictor type reptiles or primates.
- K. “Feral” means a wild animal, or a domestic animal that is wild.
- L. “Harbors, keeps, possesses, or maintains a pet animal” means providing care, shelter, protection, refuge, food, or nourishment in such manner as to influence the behavior of the animal; or treating the animal as living at one’s premises or property.
- M. “Humane care” means care of an animal that includes providing necessary food, water, shelter, rest, sanitation, ventilation, space and medical attention in a way that the health and safety of the animal is not imperiled.
- N. “Impound” means to seize or take control of any animal pursuant to the terms of this chapter, whether by an animal services officer, a police officer, or other commissioned person, for purposes of impoundment and further administrative or judicial action. This term includes animals brought to the shelter by members of the general public.
- O. “Kennel” has the same meaning as defined in TMC Chapter [18.04](#).
- P. “Leash” means a cord, thong or chain by which a dog is controlled by the person accompanying it.
- Q. “License” means the dog, cat or other pet animal license issued for registration and identification.
- R. “Menacing” means when an animal engages in threatening behavior on public or private property which is not the property of the animal’s owner and which reasonably places a person in fear of immediate physical harm to him or herself or to an animal under the immediate control of such person. Such behavior includes, but is not limited to, growling, snarling, baring of teeth, snapping, attempting to bite, pouncing, stalking, lunging, attacking or other behavior that restricts or controls a person’s movements.
- S. “Necessary food” means the provision at suitable intervals of wholesome foodstuff suitable for the animal’s age and species and sufficient to provide a reasonable level of nutrition for the animal.

T. “Nuisance pet animal” means a pet animal that:

1. Damages or destroys landscaping or property of another person, including destruction of wildlife that has been purposefully attracted to the person’s property; or
2. Soils or defecates on public or private property other than the owner’s, unless such waste is immediately removed and properly disposed of by the owner of the animal; or
3. Causes unsanitary, dangerous, or offensive conditions; or
4. Is a female dog or cat in heat not confined within a structure to prevent access of male dogs or cats except for planned breeding; or
5. Chases people, including but not limited to cyclists, or vehicles, or molests or interferes with persons or other animals on public or private property other than the owner’s property; or
6. Habitually or continually disturbs the peace and quiet of any individual or neighborhood by barking, whining, howling or making any other noise; or
7. Trespasses on private property and the property owner or tenant supplies a written complaint to animal services, and, in the case of a cat, physically contains the cat.

U. “Officer” means any animal services officer, police officer, or other commissioned person designated by the city of Tumwater to issue citations, pick up, restrain, impound, place, or dispose of animals or give notice for any other acts, duties or functions prescribed by this chapter or other chapters relating to pet animals.

V. “Owner” means any person who has a right, claim, title, legal share or right of possession to an animal or who harbors, keeps, possesses or maintains a pet animal, or who encourages a pet animal to remain about their property or premises for a period of fourteen consecutive days or more, or the person named on the license/registration record of any animal as the owner. The parent or guardian of an owner under eighteen years of age shall be deemed the owner for the purposes of this chapter.

W. “Pet animal” means any animal sold or retained for the purpose of being kept for pleasure, companionship or utilitarian purposes and not kept as a food source.

X. “Potentially dangerous dog” means a dog that according to the records of animal services has committed serious offenses as more fully set forth in TMC [6.04.070](#).

Y. “Quarantine” means to maintain an animal within a structure so that it cannot approach or be approached by humans or other animals outside the owner’s immediate family.

Z. “Restrained” means secured by a leash and under physical control of a person with the strength and judgment to handle the animal, or tethered to a stationary object which keeps the animal confined to the pet owner’s property or premises.

AA. “Severe injury” means any physical injury that results in broken bones or lacerations requiring sutures or cosmetic surgery.

BB. “Sterilized” means the animal is surgically rendered incapable of reproduction by means of castration or an ovariectomy.

CC. “Stray” means a domestic or pet animal at large.

DD. “Substantial bodily harm” means substantial bodily harm as defined in RCW [9A.04.110](#), incorporated herein by reference.

EE. “Community cat” means any free roaming cat that may be cared for by one or more residents in the area, known or unknown. Community cats with ears-tipped were sterilized and vaccinated against rabies at least one time. Community cats are not considered pet animals.

FF. “Community cat caregiver” means a person who provides care to a community cat in the form of food, water, shelter and veterinary care, while not being considered the owner, custodian, harbinger, possessor, or keeper of a community cat.

(Ord. O2013-025, Amended, 01/07/2014; Ord. O2006-003, Amended, 01/17/2006; Ord. O95-044, Added, 05/07/1996)

Section 2. Section 6.04.040, Licensing and registration requirements, of the Tumwater Municipal Code is hereby amended to read as follows:

A. ~~Failure to License a Dog or Cat~~ a pet animal. Except as otherwise provided in this chapter, it is unlawful for any person to own, keep or have control of any dog or cat considered a pet animal in the city of Tumwater unless the person has procured a license. Failure to license a dog or cat considered a pet animal is a class 3 civil infraction. Provided, however, the infraction of anyone cited hereunder may be dismissed if, within fourteen days of the date of issuance, evidence of licensing of the subject animal is submitted to the court.

B. Issuance of License Tag. Animal services or its agents is the licensing agency for all animals in Thurston County. It shall be the responsibility of the owner of a dog to keep a collar or harness on the animal with the license tag firmly attached if the animal is off the owner's property. For cats only, a microchip may substitute if a collar is considered a hazard.

C. Supplemental Identification. Tattooing or microchip implantation is acceptable auxiliary means of identification but does not replace the license.

D. Lack of Authorized and Current Tag. A dog or cat without an authorized and current license tag may be impounded, except as otherwise set forth in this chapter.

E. Annual License Fees. License fees shall be established by resolution of the city council.

F. Date Due. All licenses granted under this chapter shall be valid for one year from date of issuance.

G. Licenses Nontransferable. Licenses shall not be transferable from one pet animal to another.

H. Tag Removal Unlawful. It is unlawful for any person to remove a tag from any dog or cat, or to obliterate any tattoo or microchip registered under this chapter without the permission of the owner or issuing authority other than in a medical emergency. A violation of this provision shall be a misdemeanor.

I. Kennel or Cattery Permit. A permit for a kennel or cattery, as defined in TMC Title [18](#), may be granted for those zones where such use is not prohibited.

J. Exotic Animals. Owners of constrictor type reptiles over eight feet in length, venomous reptiles, and primates, that are not otherwise prohibited, are required to comply with all state and federal laws for the keeping of such animals, and are also required to annually register such animals with animal

services by completing a form provided by animal services. Failure to register such animals shall be a misdemeanor and shall subject the animal to immediate impoundment.

(Ord. O2006-003, Amended, 01/17/2006; Ord. O99-020, Amended, 09/21/1999; Ord. O95-044, Added, 05/07/1996)

Section 3. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Ordinance No. O2022-024 - Page 7 of 7

TO: City Council
FROM: Jay Mason, Police Commander
DATE: November 15, 2022
SUBJECT: Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program

1) Recommended Action:

Authorization for the Mayor to sign the Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program.

2) Background:

In 2016 the School Resource Officer program expanded from one officer serving the Tumwater School District to two officers. The officer's primary service is to the two high schools and two middle schools, with secondary service to the six elementary schools. Since 2016, the school district has paid the base salary, premium pay, and benefits costs for the additional officer. The City of Tumwater pays for all other associated costs. The current contract with the school district is set to expire on December 31, 2022 and the contract before you today is to continue this partnership from January 1, 2023 to December 31, 2025.

3) Policy Support:

2021-2022 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

4) Alternatives:

The alternative would be returning to our prior level of service of one officer serving the 10 schools and all costs paid by the City.

5) Fiscal Notes:

The Tumwater School District would reimburse the City of Tumwater \$538,333.00 (2023 = \$169,552.00, 2024 = \$179,259, and 2025 = \$189,522).

6) Attachments:

- A. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2023-2025)
- B. Interlocal Agreement between the City of Tumwater and the Tumwater School District for the School Resource Officer program (2019-2022)

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE TUMWATER SCHOOL DISTRICT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of 1st day of January 2023, by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Tumwater School District ("SCHOOL DISTRICT").

WHEREAS, the CITY and the SCHOOL DISTRICT work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign (2) School Resource Officers ("SROs") to provide services to High, Middle and Elementary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SROs;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and SCHOOL DISTRICT as follows:

I. Assignment of SROs

The Tumwater Police Department ("POLICE DEPARTMENT") will assign two regularly employed Tumwater Police Officers to serve as SROs.

One (1) SRO will primarily serve Tumwater High School and Bush Middle School. One (1) SRO will primarily serve Black Hills High School and Tumwater Middle School.

Both SROs will provide service to Black Lake Elementary, Tumwater Hill Elementary, Michael T. Simmons Elementary, Peter G. Schmidt Elementary, East Olympia Elementary and Littlerock Elementary on an as needed/when available basis.

The SROs will provide a uniformed presence on campus to promote safety and create a positive school climate and build positive relationships with students by providing students, parents, teachers, administrators, and neighborhood residents with information, support, and problem-solving mediation and facilitation. SROs will patrol his/her assigned schools and surrounding areas in order to identify, investigate, enforce, deter, and prevent

crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities.

II. SRO Training Requirements

SROs will be required to complete the school safety and security training program developed by the education service districts within the first six months of working on school property when students are expected to be present, as required by RCW 28A.400.345(2). This training series includes the following topics: civil rights of children in schools; child and adolescent development; trauma-informed approaches to working with youth; recognizing and responding to youth mental health issues; and educational rights of students with disabilities. Additionally, all SROs must complete two days of on-the-job training with experienced safety and security staff, at the school of the experienced staff, within the first year of working on school property when students are expected to be present.

III. Hiring and Placement Process

The SROs shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SROs shall remain responsive to supervision and chain of command of the POLICE DEPARTMENT which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SROs immediate supervisor.

The SROs will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SROs while school is in session will be determined by mutual agreement of the SCHOOL DISTRICT administration and the SROs police supervisor. As such, the normal work schedule will be Monday through Friday, 7:00 a.m. to 3:00 p.m., September through June. The SROs will not take vacation while school is in session unless approved by his/her police supervisor. The affected schools will be notified regarding any unscheduled absences. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SROs will work on assignments as determined by their police supervisor.

IV. Role and Responsibilities of Police Department

The duties and responsibilities of the POLICE DEPARTMENT include the following:

- Have SROs participate in and train school and community partner staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.
- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all SCHOOL DISTRICT partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with SCHOOL DISTRICT partners in assuring the development, revision and dissemination of safe school policies.

V. Additional Responsibilities of SROs

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Comply with school district policies and procedures that are in compliance with RCW 28A.320.124 regarding school resource officers.
- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administration and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws and similar law enforcement topics.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. Trained safety and security staff know when to informally interact with students to reinforce school rules and when to enforce the law. SROs are prohibited from becoming involved in formal school discipline situations that are the responsibility of school administrators; however, the SROs may assist the school

staff if there is a problem or incident that is a violation of the law, and will determine whether law enforcement action is appropriate.

- Circumstances under which teachers and school administrators may ask SROs to intervene with a student include:
 - Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
 - Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
 - Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, POLICE DEPARTMENT and SCHOOL DISTRICT policies, procedures, rules and regulations.

VI. Performance Evaluation Process

In the event the Principal of a school to which an SRO has been assigned has cause to believe that the particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District that the SRO be removed from the program. This assumes that mediation with the SROs chain of command and the Principal has failed.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO should be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

VII. Process for Filing Complaints

The District has established a means for resolving concerns that may arise related to SRO, which is outlined in District Board Procedure 4311P. This complaint resolution system allows parents, guardians, and adult students to submit written complaints alleging improper conduct by safety and security staff that has directly

aggrieved them to their school principal or designee. A sincere effort will be made to resolve the complaint at this level, and if not resolved, the parent, guardian or adult student may appeal the complaint to the superintendent or their designee in writing.

VIII. Responsibilities of School District

In return for the City providing SRO services, the SCHOOL DISTRICT will:

- Develop and maintain policies and procedures in compliance with RCW 28A.320.124.
- Provide a private and secure office space within each high school and middle school to be used by the SROs for general office purposes and interviews. The offices must be properly lighted, with a telephone that has a speakerphone feature.
- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies including a desk.
- Provide a reasonable police parking space or parking area.
- Partner with the POLICE DEPARTMENT to provide annual training for the SROs specific to their roles and responsibilities within the schools, as budgeting allows.

Both parties understand and agree that the SCHOOL DISTRICT retains its legal responsibility for the safety and security of the SCHOOL DISTRICT, its employees, students, and property and this Agreement does not alter that responsibility.

IX. SRO Compensation

Both parties understand and agree that the CITY is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the POLICE DEPARTMENT;
- All persons rendering services hereunder shall be for all purposes employees of the CITY;

- All liabilities for work-related injury or sickness shall be that of the CITY.
- All salaries, wages and any other compensation for the Tumwater High School SRO will be that of the CITY.
- The base salary, premium pay and benefits for the Black Hills High School SRO will be that of the SCHOOL DISTRICT. Any additional salary, wages or any other compensation will be that of the CITY. The SCHOOL DISTRICT shall pay the CITY a total sum of \$538,333.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

January 1, 2023 to December 31, 2023.....	\$169,552
January 1, 2024 to December 31, 2024.....	\$179,259
January 1, 2025 to December 31, 2025.....	\$189,522

X. Indemnification

The CITY will protect, defend, indemnify, and save harmless the SCHOOL DISTRICT, its officers, employees, agents from any and all costs, claims) judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the CITY, its officers, employees or agents.

The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

XI. Insurance

The parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement, which shall not be less than the following: Commercial General Liability insurance providing equivalent liability coverage in an amount no less than \$5,000,000 that covers liability arising from personal injury, bodily injury and property damage. The CITY shall also maintain law enforcement liability coverage of no less than \$5,000,000, and the SCHOOL DISTRICT shall also maintain educators liability coverage of no less than \$5,000,000. The CITY and SCHOOL DISTRICT shall be named by endorsement as an additional insured

or equivalent coverage commitment under the CITY's and SCHOOL DISTRICT'S respective Commercial General Liability insurance policy or equivalent self-insurance cooperative agreement with the SCHOOL DISTRICT responsible for any negligent acts or omissions of the SCHOOL DISTRICT and its employees, and the CITY responsible for any negligent acts or omissions of the CITY and the SRO. If a party to the Agreement is a member of a self-insured, governmental risk pool that shall satisfy the requirements for that party.

XII. Entire Agreement

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XIII. Duration

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

This Agreement will expire December 31, 2025 unless mutually extended by the parties in writing.

XIV. Prior Agreements

This Agreement sets forth all terms and conditions agreed upon by the CITY and SCHOOL DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF TUMWATER

TUMWATER SCHOOL DISTRICT

Debbie Sullivan, Mayor

Date

Date

ATTEST:

Melody Valiant, Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TUMWATER
AND THE TUMWATER SCHOOL DISTRICT
FOR THE SCHOOL RESOURCE OFFICER PROGRAM**

THIS AGREEMENT is made and entered into this 1st day of September 2019, by the City of Tumwater, a municipal corporation of the State of Washington ("CITY") and the Tumwater School District ("SCHOOL DISTRICT").

WHEREAS, the CITY and the SCHOOL DISTRICT work cooperatively to ensure a safe and secure learning environment for the youth of this community and agree that it is in the best interest of both parties to assign (2) School Resource Officers (SRO's) to provide services to High, Middle and Primary schools within the SCHOOL DISTRICT; and

WHEREAS, the SCHOOL DISTRICT agrees to provide facilities for the aforementioned SRO's;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the CITY and SCHOOL DISTRICT as follows:

I.

The Tumwater Police Department ("POLICE DEPARTMENT") will assign two regularly employed Tumwater Police Officers to serve as SRO's.

(1) SRO will primarily serve Tumwater High School and Black Hills High School.

(1) SRO will primarily serve Tumwater Middle School and Bush Middle School.

Both SRO's will provide service to Black Lake Elementary, Tumwater Hill Elementary, Michael T. Simmons Elementary, Peter G. Schmidt Elementary, East Olympia Elementary and Littlerock Elementary on an as needed/when available basis.

II.

The SRO's will provide a uniformed presence on campus to promote safety and serve as a positive resource to the SCHOOL DISTRICT schools. SRO's will patrol his/her assigned schools and surrounding areas in order to

identify, investigate, enforce, deter, and prevent crime, especially those incidents involving weapons, youth violence, harassment, gang involvement, drugs, or other similar activities. In addition, SRO's will provide students, parents, teachers, administrators, and neighborhood residents with information, support, and problem solving mediation and facilitation.

III.

The SRO's shall at all times remain an employee of the CITY and shall not be an employee of the SCHOOL DISTRICT. The SRO's shall remain responsive to supervision and chain of command of the POLICE DEPARTMENT which shall be responsible for their hiring, training, discipline, and dismissal. Any allegation of improper conduct by a SRO will be referred to the SRO's immediate supervisor.

The SRO's will be assigned to the schools on a full-time, forty (40) hour work week, minus any scheduled vacation time, sick time, training time, court time, or any other police-related activity, including any emergencies such as civil disasters.

Scheduling for SRO's while school is in session will be determined by mutual agreement of the SCHOOL DISTRICT administration and the SRO's police supervisor. As such, the normal work schedule will be Monday through Friday, 7:00 a.m. to 3:00 p.m., September through June. The SRO's will not take vacation while school is in session unless approved by his/her police supervisor. The affected schools will be notified regarding any unscheduled absences. On scheduled work days when school is not in session (summer vacation, school breaks, holidays, etc.), the SRO's will work on assignments as determined by their police supervisor.

IV.

In the event the Principal of a school to which an SRO has been assigned has cause to believe that particular SRO is not effectively performing in accordance with this Agreement, the Principal may recommend to the School District that the SRO be removed from the program. This assumes that mediation with the SRO's chain of command and the Principal has failed.

To initiate the replacement of an SRO, the Principal will recommend to the District Superintendent, or his/her designee, that the SRO should be replaced, stating the reasons in writing. Within a reasonable period of time after receiving the recommendation, the Superintendent or his/her designee will meet with the Chief of Police or his/her designee, to mediate or resolve the problem that may exist.

V.

The duties and responsibilities of the POLICE DEPARTMENT include the following:

- Have SRO's participate in and train school and community partner staff in threat assessment, critical incident response and the development of an off-site crisis response center in case of a school, district or county-wide critical incident or terrorist event impacting the safety of students, staff, family members and community residents.
- Participate in planned training with mental health, juvenile justice, and school based staff.
- Work with all SCHOOL DISTRICT partners in the delivery of law enforcement-related prevention activities for both students and their families.
- Collaborate with SCHOOL DISTRICT partners in assuring the development, revision and dissemination of safe school policies.

VI.

Additional duties and responsibilities of the SRO while on duty include, but are not limited to, the following:

- Regularly wear the official police uniform.
- Establish and maintain a working rapport with the school administration and school staff.
- Act as a resource person in the area of law enforcement education at the request of the staff, speaking in classes on the law, search and seizure, drugs, motor vehicle laws and similar law enforcement topics.
- Assist in providing school-based security during the regular school day; assist in the promotion of a safe and orderly environment at the assigned schools. The SRO's shall not act as a disciplinarian; however, the SRO's may assist the school with discipline problems and, if the problem or incident is a violation of law, will determine whether law enforcement action is appropriate. Violations of school rules will be turned over to the school administration.

- Investigate crimes or other school-related incidents on campus, making arrests, when appropriate, and making the necessary timely notifications to parents, school staff, and social service agencies.
- Assist in mediating disputes on campus, including working with students to help them solve disputes in a non-violent manner.
- Perform other duties as mutually agreed upon by the principal and the SRO provided the duty is legitimately and reasonably related to the SRO program as described in this Agreement and is consistent with Federal and State law, local ordinances, POLICE DEPARTMENT and SCHOOL DISTRICT policies, procedures, rules and regulations.

VII.

In return for the City providing SRO services, the SCHOOL DISTRICT will:

- Provide a private and secure office space within each high school and middle school to be used by the SRO's for general office purposes and interviews. The offices must be properly lighted, with a telephone that has a speakerphone feature.
- Equip each office with 2 or 4 drawer locking cabinet and reasonable office supplies including a desk.
- Provide a reasonable police parking space or parking area.
- Will partner with the POLICE DEPARTMENT to provide annual training to the SRO's specific to their roles and responsibilities within the schools, as budgeting allows.

VIII.

Both parties understand and agree that the CITY is acting hereunder as an independent contractor, with the following intended results:

- Control of personnel, standards or performance, discipline and other aspects of performance shall be governed entirely by the POLICE DEPARTMENT;
- All persons rendering services hereunder shall be for all purposes employees of the CITY;

- All liabilities for work-related injury or sickness shall be that of the CITY.
- All salaries, wages and any other compensation for the high school SRO will be that of the CITY.
- The base salary, premium pay and benefits for the middle school SRO will be that of the SCHOOL DISTRICT. Any additional salary, wages or any other compensation will be that of the CITY. The SCHOOL DISTRICT shall pay the CITY a total sum of \$479,975.00. The CITY will invoice the SCHOOL DISTRICT on a quarterly basis.

Cost Breakdown:

September 1, 2019 to December 31, 2019 =	\$ 45,050
January 1, 2020 to December 31, 2020 =	\$139,825
January 1, 2021 to December 31, 2021 =	\$144,650
January 1, 2022 to December 31, 2022 =	\$150,450

Both parties understand and agree that the SCHOOL DISTRICT retains its legal responsibility for the safety and security of the school district, its employees, students, and property and this Agreement does not alter that responsibility.

IX.

The CITY will protect, defend, indemnify, and save harmless the SCHOOL DISTRICT, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the CITY, its officers, employees or agents.

The SCHOOL DISTRICT will protect, defend, indemnify, and save harmless the CITY, its officers, employees, agents from any and all costs, claims, judgments or awards of damages arising out of or in any way resulting from negligent acts or omissions of the SCHOOL DISTRICT, its officers, employees or agents.

X.

The parties shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of this Agreement, which shall not be less than the following: Commercial General Liability insurance providing equivalent liability coverage in an amount no less than \$5,000,000 that covers liability arising from personal injury, bodily injury

and property damage. The CITY shall also maintain law enforcement liability coverage of no less than \$5,000,000, and the SCHOOL DISTRICT shall also maintain educators liability coverage of no less than \$5,000,000. The CITY and SCHOOL DISTRICT shall be named by endorsement as an additional insured or equivalent coverage commitment under the CITY's and SCHOOL DISTRICT'S respective Commercial General Liability insurance policy or equivalent self-insurance cooperative agreement with the SCHOOL DISTRICT responsible for any negligent acts or omissions of the SCHOOL DISTRICT and its employees, and the CITY responsible for any negligent acts or omissions of the CITY and the SRO. If a party to the Agreement is a member of a self-insured, governmental risk pool that shall satisfy the requirements for that party.

XI.

This Agreement expresses the entire agreement of the parties. This Agreement may be amended or modified at any time by mutual agreement of the parties. Any amendment or modification shall be in writing, signed, and acknowledged by all the parties.

XII.

This Agreement may be terminated only after sixty (60) days written notice received by one party, given by the other. Any termination of this Agreement shall not terminate any duty of either party matured prior to such termination.

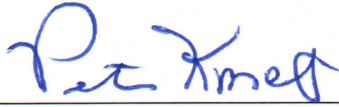
This Agreement will expire December 31, 2022 unless mutually extended by the parties in writing.

XIII.

This Agreement sets forth all terms and conditions agreed upon by the CITY and SCHOOL DISTRICT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

This Agreement for the School Resource Officer Program is hereby entered into between the City of Tumwater and Tumwater School District and shall take effect on the date of the last authorizing signature affixed hereto:

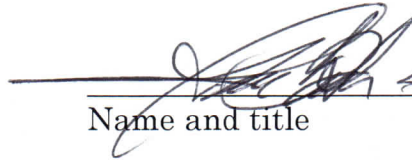
CITY OF TUMWATER



Pete Kmet, Mayor


Dated: 4/23/19

TUMWATER SCHOOL DISTRICT

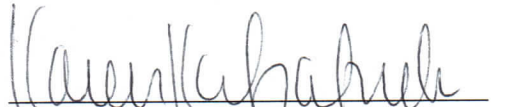
 SUPERINTENDENT
Name and title

Dated: 3/14/19

ATTEST:


Melody Valiant, City Clerk

APPROVED AS TO FORM:


Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Dan Smith, Director, Water Resources and Sustainability
DATE: November 15, 2022
SUBJECT: Percival Creek Fish Passage Barrier Removal SPA Amendment #2

1) Recommended Action:

Staff recommends approval of the Percival Creek Fish Passage Barrier Replacement Scope Amendment #2, for PBS Engineering and Environmental (PBS), which extends the agreement to December 31, 2024.

2) Background:

PBS is working with the City to complete designs and permitting to replace a culvert conveying Percival Creek under Sapp Road. The new, larger culvert will allow salmon and other fish to pass under the road unobstructed.

This amendment covers a yearlong time extension to the end of 2024, providing sufficient time for the City and PBS to complete final design deliverables for the new fish friendly culvert at Sapp Road, and integrate improved transportation conditions at the project site, including bike lanes and sidewalks. The time extension ensures that all design elements are complete and the project is “shovel ready”. This project is being managed for The City by Greer Environmental Consulting.

3) Policy Support:

Strategic Priority F - Be a Leader in Environmental Sustainability, specifically

- Enhance salmon runs

4) Alternatives:

☐ Request changes to the proposed scope amendment.

5) Fiscal Notes:

No fiscal changes for this amendment.

6) Attachments:

A. Percival Creek Fish Passage Barrier Removal PBS Engineering SPA - Amendment 2

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PERCIVAL CREEK FISH PASSAGE BARRIER REMOVAL**

This Second Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and PBS Engineering and Environmental Inc., an Oregon profit organization ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective November 23, 2021, and First Amendment dated October 21, 2022, whereby the SERVICE PROVIDER agreed to provide design and permitting services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to extend the term of the Agreement.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

****Signatures on the following page****

2. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

PBS Engineering and Environmental Inc.
4412 SW Cornett Ave
Portland, OR 97239

Debbie Sullivan, Mayor

Signature (Notarized – see below)

Printed Name: _____

Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Oregon)
) ss
County of _____)

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

Dated: _____

(Signature)

Notary Public in and for the State of Washington

My appointment expires _____

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: November 15, 2022
 SUBJECT: Ordinance No. O2022-003, Final Docket for 2022 Comprehensive Plan Amendments

1) Recommended Action:

Approve Ordinance No. O2022-003, Final Docket for 2022 Comprehensive Plan Amendments.

2) Background:

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City's Comprehensive Plan and corresponding rezones are only considered once per calendar year.

The City's annual 2022 Preliminary Docket of Comprehensive Plan amendments includes a private application for map amendments that was filed by the Monday, December 6, 2021 deadline for 2022 amendments and four City-sponsored Comprehensive Plan text and map amendments and rezone.

The Planning Commission held a briefing on all the amendments on August 9, 2022. The Planning Commission held a worksession to discuss potential amendments related to neighborhood character on August 23, 2022. A second Planning Commission worksession on the amendments was held September 13, 2022.

The Planning Commission held a public hearing for September 27, 2022 and recommended approval of Ordinance No. O2022-003.

The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

3) Policy Support:

Goal LPP-1: Provide sufficient and efficient services to Tumwater and the Urban Growth Area.

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

4) Alternatives:

- ☐ Modify and approve Ordinance No. O2022-003
 - ☐ Reject Ordinance No. O2022-003
-

5) Fiscal Notes:

This is an internally funded work program task. There are no significant fiscal impacts to the City because of the Comprehensive Plan land use and zoning map changes.

6) Attachments:

- A. Staff Report
- A1. Permit TUM-21-1804 Application 11-17-2021
- A2. Permit TUM-21-1804 Map 11-17-2021
- A3. Permit TUM-21-1804 Mtn2Coast Surveyor 11-17-2021
- A4. Permit TUM-21-1804 Narrative 11-17-2021
- A5. Permit TUM-21-1848 Application 12-06-2021
- A6. Permit TUM-21-1848 Cover Letter 12-06-2021
- A7. Permit TUM-21-1848 Glenn Wells Map 12-06-2021
- B. Ordinance No. O2022-003
- C. Presentation

**2022 ANNUAL CITY OF TUMWATER
COMPREHENSIVE PLAN MAP AND TEXT AMENDMENTS AND
CORRESPONDING REZONES**

FINAL DOCKET – ORDINANCE NO. 2022-003

STAFF REPORT

CITY COUNCIL CONSENT

Introduction

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City’s Comprehensive Plan and corresponding rezones can only be considered once per calendar year and must be considered together.

On March 1, 2022, the City Council approved the list of five amendments to be included in the final docket for further review. The final docket included one private application for a map amendment filed by the Monday, December 6, 2021 deadline for the 2022 Comprehensive Plan amendments from residents or property owners, and four City-sponsored Comprehensive Plan map or text amendments.

Private Map Amendment

1. **Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)** - A Comprehensive Plan map amendment and corresponding rezone for three adjacent parcels that total 2.76-acres located south of 7223 Littlerock Road SW. The amendment area includes Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903.

City-Sponsored Map and Text Amendments

2. **Neighborhood Character** – Review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” and similar terms in support of the *Tumwater Housing Action Plan*.
3. **Thurston Climate Mitigation Plan** – Review updating greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311.
4. **Essential Public Facilities Amendments** – Review potential amendments to the goals, policies, and actions in the Lands for Public Purposes Element of the Comprehensive Plan and TMC Title 18 *Zoning* to

allow an expansion of the area in the City that would allow for essential public facilities such as inpatient facilities including substance abuse facilities. These essential public facilities uses include, but not limited to, intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities.

5. **Comprehensive Plan Map Amendment and Corresponding Rezone to Change Triangle West of the Dennis Street SW and Linderson Way SW Intersection** – A Comprehensive Plan map amendment and corresponding rezone for an approximately 0.30-acre portion of one parcel that totals 5.73-acres located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW. The amendment area is a portion of Thurston County Assessor Parcel Number 1270-32-40303.

Each of the five proposed Comprehensive Plan map and text amendments and corresponding rezones are reviewed separately in the staff report and then all amendments going forward are reviewed together with the criteria found in TMC 18.60.025(B):

1. *Does the amendment conform to the Growth Management Act?*
2. *Is it consistent with the Comprehensive Plan, Thurston County-Wide Planning Policies, and related plans?*
3. *Have area conditions changed or are changing to justify a change in land use for the area?*
4. *Is there a need to provide a community-related use not anticipated by the Comprehensive Plan?*

The Planning Commission recommended that the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003 be approved.

In addition, the Planning Commission recommended the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022 – 2025 ten-year Comprehensive Plan periodic update.

The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the

Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

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A. 2022 PRIVATELY SPONSORED COMPREHENSIVE PLAN MAP AMENDMENT AND CORRESPONDING REZONE

1. Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)

Summary

A private applicant is requesting a Comprehensive Plan map amendment and corresponding rezone for three adjacent parcels that total 2.76-acres located south of 7223 Littlerock Road SW (Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903).

The applicant's request is to change the current Single Family Medium Density Residential (SFM) Comprehensive Plan map designation of the parcels to Multi-Family Medium Density Residential (MFM).

The amendment and rezone applications can be found in Appendix 1.3 – *Applications for the Wells Littlerock Comprehensive Plan Land Use Map Amendment and Rezone*.

Proposal

1. Amend the City-Wide Land Use Map to change the current Comprehensive Plan land use map designation of the properties from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM).
2. Amend the City-Wide Zoning Map to change the current zone district of the properties from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM).

Tumwater

Permit Numbers TUM-21-1804 (Rezone) and TUM-21-1848 (Comprehensive Plan Map Amendment)

Applicant Glenn Wells

Owner Estate of Marvin L. Beagles

Location Three adjacent parcels located to the south of 7223 Littlerock Road SW

Parcel Number Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903

Property Size 2.76 acres

Current Use Vacant

Utilities Sewer, water, and other utilities are available in the vicinity

Access The easternmost parcel property abuts Littlerock Road SW

Maps

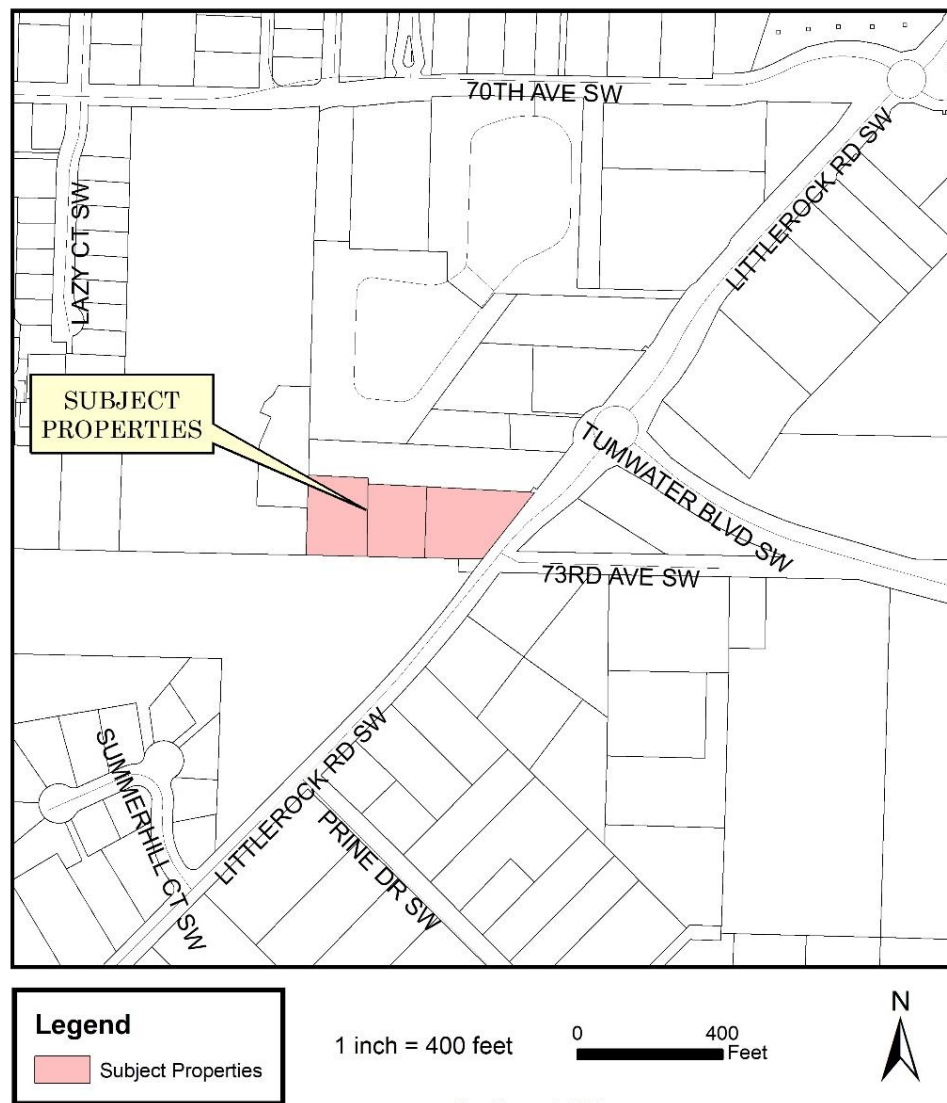


Figure 1. Wells Littlerock Parcel Map

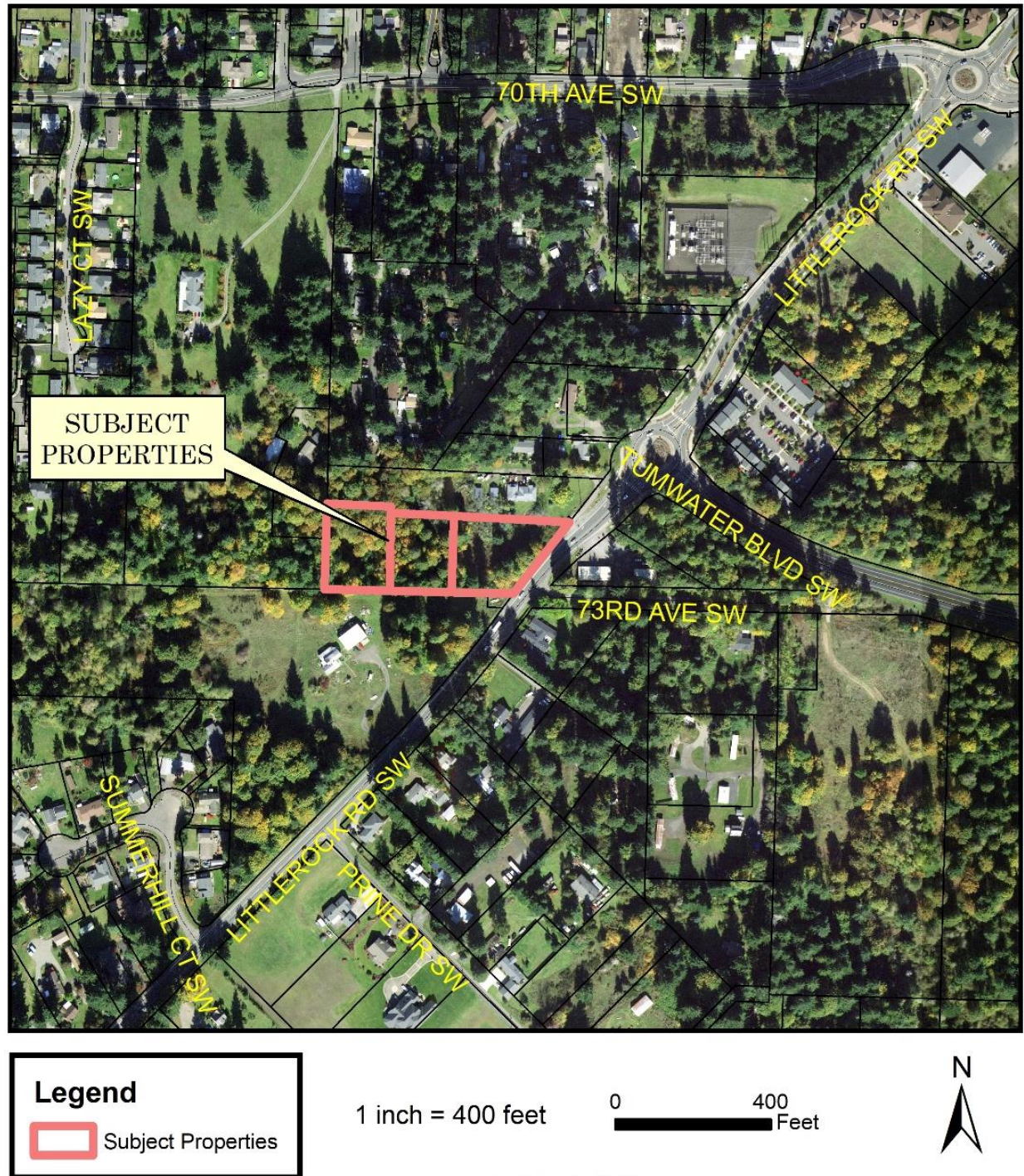


Figure 2. Wells Littlerock 2019 Aerial

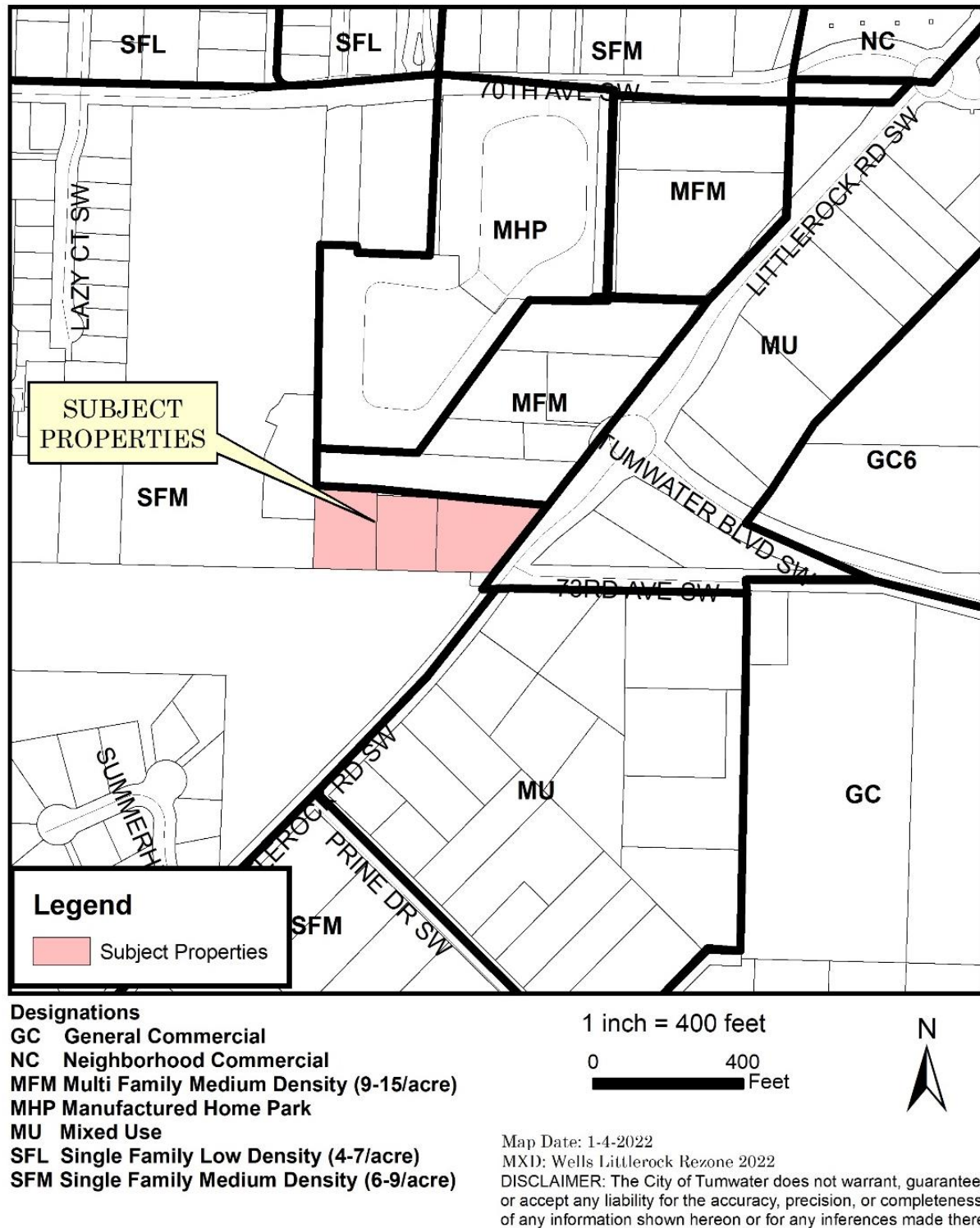


Figure 3. Wells Littlerock Current Zoning

Current Comprehensive Plan City-Wide Land Use Map Designation

The current land use designation for the proposed amendment area is Single Family Medium Density Residential (SFM). See Appendix 1.1 – *Maps* for the current Comprehensive Plan City-Wide Land Use Map (Map 1A).

Surrounding Land Use Map Designations, Zone Districts, and Existing Land Uses***North***

Land Use Map Designation: Multi-Family Medium Density Residential (MFM)

Zone District: Multifamily Medium Density Residential (MFM)

Current Land Use: Single-family dwelling

East

Land Use Map Designation: Mixed Use (MU)

Zone District: Mixed Use (MU)

Current Land Use: Littlerock Road SW and 73rd Avenue SW

South

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Residential subdivision under construction

West

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Single-family dwellings

Constraints/Environmental Issues

The proposed amendment area does contain the “more preferred” soils for the protected Mazama Pocket Gopher, so critical area site analyses would need to be completed before future development could occur.

Background

In accordance with Tumwater Municipal Code 18.60.025(A)(5), applications for 2022 Comprehensive Plan Amendments and associated rezones were due by the first Monday in December. The City published notice on September 30, 2021 that applications for 2022 Comprehensive Plan Amendments and associated rezones would be due Monday, December 6, 2021.

The City received the applicant's rezone application (TUM-21-1804) on November 17, 2021. Community Development Department staff sent out a letter of incompleteness for the rezone application (TUM-21-1804) on December 6, 2021.

The City received the Comprehensive Plan map amendment application (TUM-21-1848) on December 6, 2021. Community Development Department staff sent out a letter of completeness for the Comprehensive Plan map amendment and rezone applications (TUM-21-1848 (Comprehensive Plan Map Amendment) and TUM-21-1804 (Rezone)) on December 10, 2021.

The City Council placed the proposed Comprehensive Plan amendment and rezone on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the proposed amendment and prepared the staff report with a recommendation.

The Planning Commission recommended that the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003 be approved.

The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

Approval of the amendment would result in a Comprehensive Plan map amendment that would change the proposed amendment area from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to the Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation. Approval of the amendment would also result in a corresponding rezone from the Single Family Medium Density Residential (SFM) zone district to the Multifamily Medium Density Residential (MFM) zone district.

Review and Approval Criteria

Comprehensive Plan map amendments are subject to the criteria below from Tumwater Municipal Code (TMC) 18.60.025(B):

1. *All amendments to the comprehensive plan must conform with the requirements of the Washington State Growth Management Act, Chapter 36.70A RCW, and all amendments for permanent changes to the comprehensive plan must be submitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.*

The proposed amendment being considered is in accordance with the City's annual Comprehensive Plan amendment process, as required by RCW 36.70A. If the amendment is approved by the City Council, the proposed amendment will be submitted to the Washington State Department of Commerce pursuant to RCW 36.70A.106.

The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act as follows:

- (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

The proposed amendment occurs near the central urban area of the City 0.30 miles from the Intercity Transit 12 West Tumwater line. Utilities including sewer and water are in the immediate vicinity. The site is close to services. The proposed amendment could provide more housing in close proximity to services and jobs.

- (2) *Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

The proposed amendment is consistent with this goal, as it would allow for residential uses in close proximity to jobs and services. The requested Multi-Family Medium Density Residential (MFM) land use designation and Multifamily Medium Density Residential (MFM) zone district is the least intense multifamily designation and zone district in the City at nine to fifteen dwellings per acre.

- (3) *Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*

Littlerock Road SW is designated an arterial in the City's Transportation Plan. Future development of the site would trigger frontage improvements. The location is good for higher intensity residential uses because of its connectivity for multimodal transportation options.

- (4) *Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

The proposed Comprehensive Plan map amendment and corresponding rezone would allow for an enhancement in the variety of housing stock in the City. Additionally, Chapter 4 of the Land Use Element of the Comprehensive Plan on page 76 states that

"...as population increases in the Thurston County area and housing costs become increasingly more expensive due to land and construction cost, it is likely that a larger market for higher density development will occur."

The proposal is a Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM). The proposal would allow for more intense residential uses, which is consistent with this goal.

- (5) *Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

A change in land use designation and zone district would allow the proposed amendment area to be developed with a wider range of more intense residential uses as compared to the current Single Family Medium Density Residential (SFM) land use designation. Generally, businesses need residential uses in close proximity in order to survive. The proposal increases multifamily residential uses in close proximity to business centers, which is consistent with the goal.

- (6) *Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.*

The proposal does not require any taking of private property.

- (7) *Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.*

The proposed Comprehensive Plan map amendment and corresponding rezone is being considered as a part of the City's annual Comprehensive Plan amendment review.

- (8) *Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.*

Neither the proposed amendment area nor any of the properties in the vicinity are designated for natural resources.

- (9) *Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to*

natural resource lands and water, and develop parks and recreation facilities.

The proposed amendment area is not designated for open space and recreation. Future development of the proposed amendment area would need to comply with all development regulations that pertain to open space and parks requirements.

- (10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Any future development would need to comply with all the applicable environmental regulations.

- (11) *Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

All property owners within 300 feet of the exterior boundaries of the proposed amendment area were notified about the application by letter on July 27, 2022. All property owners within 300 feet of the exterior boundaries of the proposed amendment area and all interested agencies and jurisdictions were sent a separate notification about the public hearing for the proposal. In addition, City residents and all interested parties, agencies and jurisdictions were notified about the application and the public hearing for the proposal as part of the proposed 2022 Comprehensive Plan map amendment and rezone process on September 16, 2022.

- (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The City provides sewer and water service to the proposed amendment area. Streets in the general vicinity are operating within the expected levels of service. Future development of the proposed amendment area would likely require a traffic study and mitigation of the impacts, as well as proof of adequate water and sewer service

- (13) *Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.*

The proposed amendment area is not the site of known historical or archaeological significance.

- (14) *Shorelines of the state.*

The proposed amendment area is not located within 200 feet of any shoreline of the state.

2. *Text amendments and site-specific rezone applications should be evaluated for internal consistency with the comprehensive plan, and for consistency with the county-wide planning policies, related plans, and the comprehensive plan of Thurston County or cities which have common borders with Tumwater.*

The proposed Comprehensive Plan map amendment and corresponding rezone is consistent with the Comprehensive Plan, including the Land Use and Housing Elements. The Comprehensive Plan is consistent with the Thurston County-Wide Planning Policies and the goals of Sustainable Thurston.

The applicable goals of the Land Use Element of the Comprehensive Plan are as follows:

Land Use Element Goal LU-2 states:

Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

The proposal would allow for future urban infill development in an area with existing services. The proposed amendment area is within close proximity to jobs, as well as other retail and service providers north of the property.

Land Use Element Goal LU-3 states:

Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.

City sewer and water service are available in the immediate vicinity of the proposed amendment area.

Land Use Element Goal LU-4 states:

Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.

The proposal would change the current land use designation of the proposed amendment area from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM), which is the least intense multifamily land use designation in the City. If the proposed amendment area was developed with the Multi-Family Medium Density Residential (MFM) land use designation, it could help to provide additional housing diversity for a range of lifestyles, incomes, abilities, and ages.

Land Use Element Goal LU-5 states:

Ensure development patterns encourage efficient multimodal transportation systems coordinated with regional, City, and county transportation plans.

The proposed amendment area is near jobs and services.

Land Use Element Goal LU-6 states:

Reduce impacts from flooding; encourage efficient stormwater management; and ensure that the groundwater of Tumwater is protected and preserved.

The proposed amendment area is not located within a 100-year floodplain. At the time of the future development of the proposed amendment area, the Public Works Department would review the stormwater management system, in order to protect and preserve the groundwater and reduce impacts from flooding.

Land Use Element Goal LU-11 states:

Ensure new and existing development is energy efficient.

All new development in the City must meet the Washington State Energy Code.

The applicable goals of the Housing Element of the Comprehensive Plan are as follows:

Housing Element Goal H-5 states:

To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.

Housing Element Goal H-6 states:

To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.

The proposal meets the intent of both Goals 5 and 6 since it would allow for lower density multifamily residential development within walking distance of services, retail, and jobs.

Housing Element Goal H-12 states:

To encourage urban growth within the city limits with gradual phasing outward from the urban core.

The proposal meets the intent of the goal. The proposed amendment is consistent with the goal because the proposed amendment area contains vacant property located within close proximity to a core urban area of the City.

3. *Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.*

The conditions in the area for which the proposed Comprehensive Plan map amendment and corresponding rezone covers has changed to a degree that it is in the public interest to support an amendment to the current land use designation and zone district for the area.

Since the property was originally designated Single Family Medium Density Residential (SFM), there has been high degree of interest in higher intensity development in the area.

4. *Whether the proposed comprehensive plan zoning amendment is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the comprehensive plan.*

The criterion does not apply.

Planning Commission Conclusions

1. The proposal meets the review and approval criteria found in TMC 18.60.025(B).

2. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the goals of the Washington State Growth Management Act.
3. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals LU-2, LU-3, LU-4, LU-5, LU-6, and LU-11 of the Land Use Element of the Comprehensive Plan.
4. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals H-5, H-6, and H-12 of the Housing Element of the Comprehensive Plan.
5. The potential impacts of the proposed Comprehensive Plan amendment has been considered together with the other amendments in the 2022 annual Comprehensive Plan amendment final docket with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
6. Based on the above review and analysis, the Planning Commission concluded that the proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

Planning Commission Recommendation

1. The Planning Commission recommended approval of the proposed Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) as shown in the Appendix 1.2 – *Proposed Map Amendments*.

General Government Committee Recommendation

1. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

Effects of the Proposed Amendment

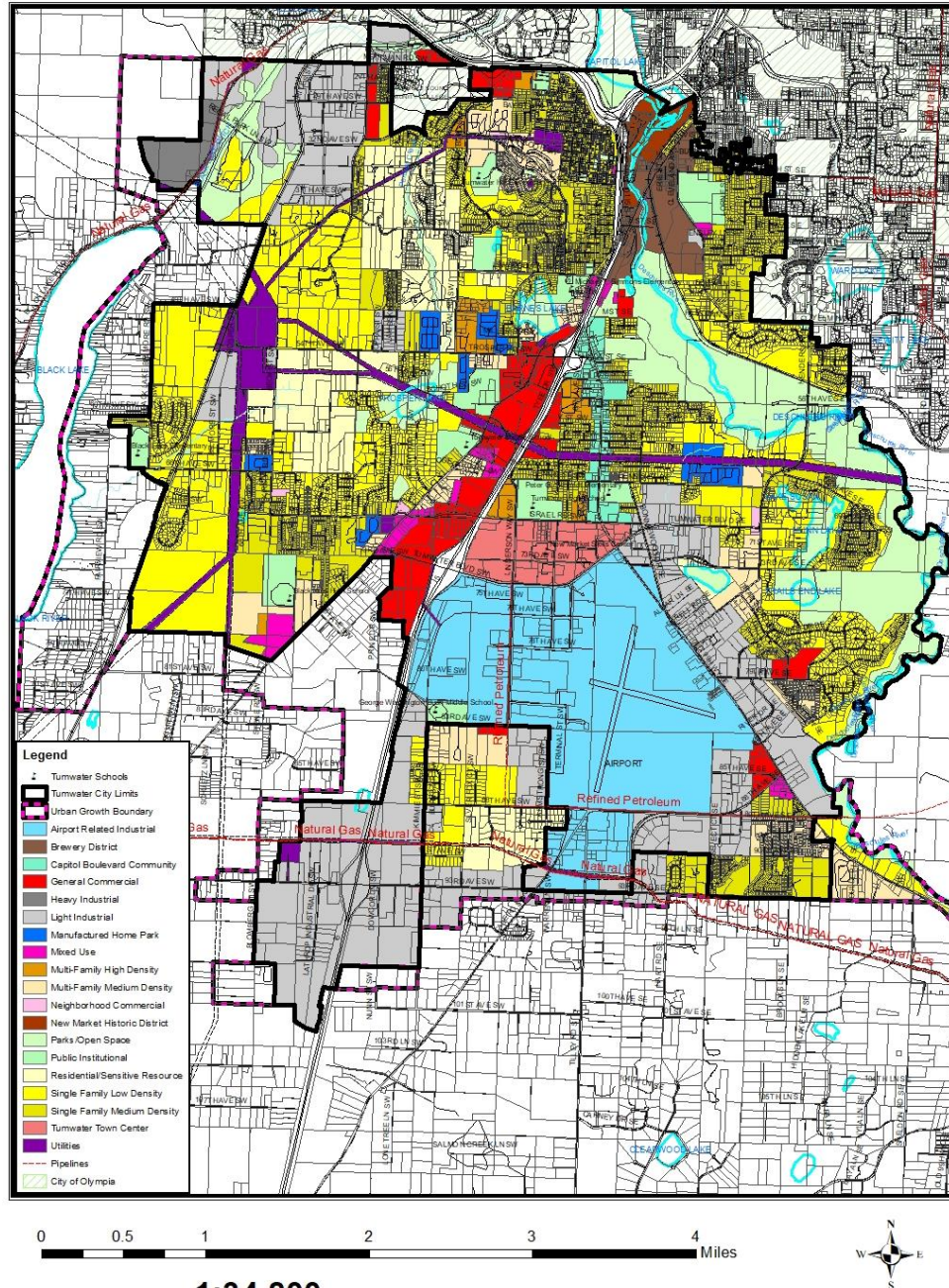
The proposed Comprehensive Plan map amendment and corresponding rezone would necessitate changes to the City-Wide Land Use Map in the Comprehensive Plan (Map 1C), the Littlerock Neighborhood Future Land Use Map in the Comprehensive Plan

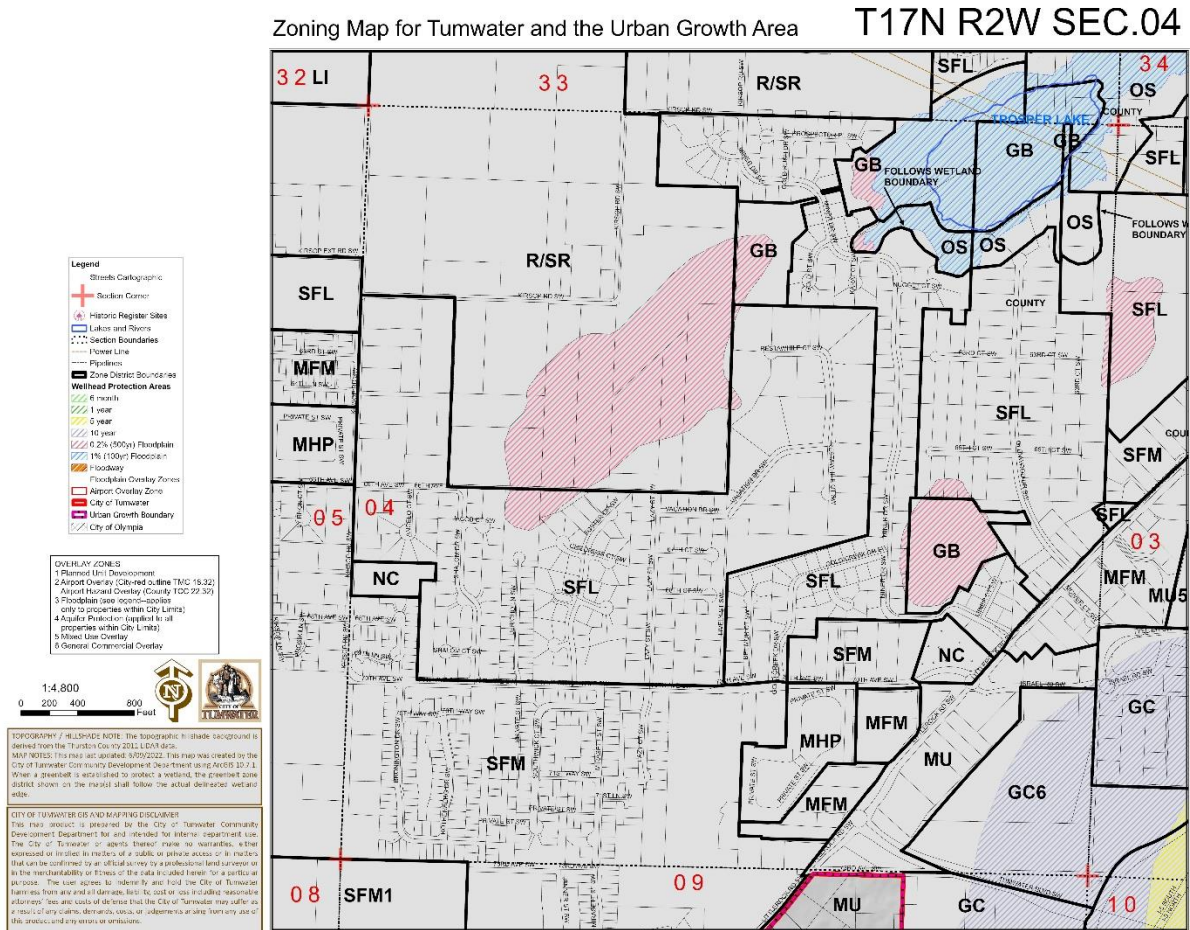
(Map 1D), and the City-Wide Zoning Map (Map 1E) as shown in Appendix 1.2 – *Proposed Map Amendments* and Ordinance No. O2022-003.

Appendix 1.1 – Maps

Map 1A – Existing Comprehensive Plan Designations

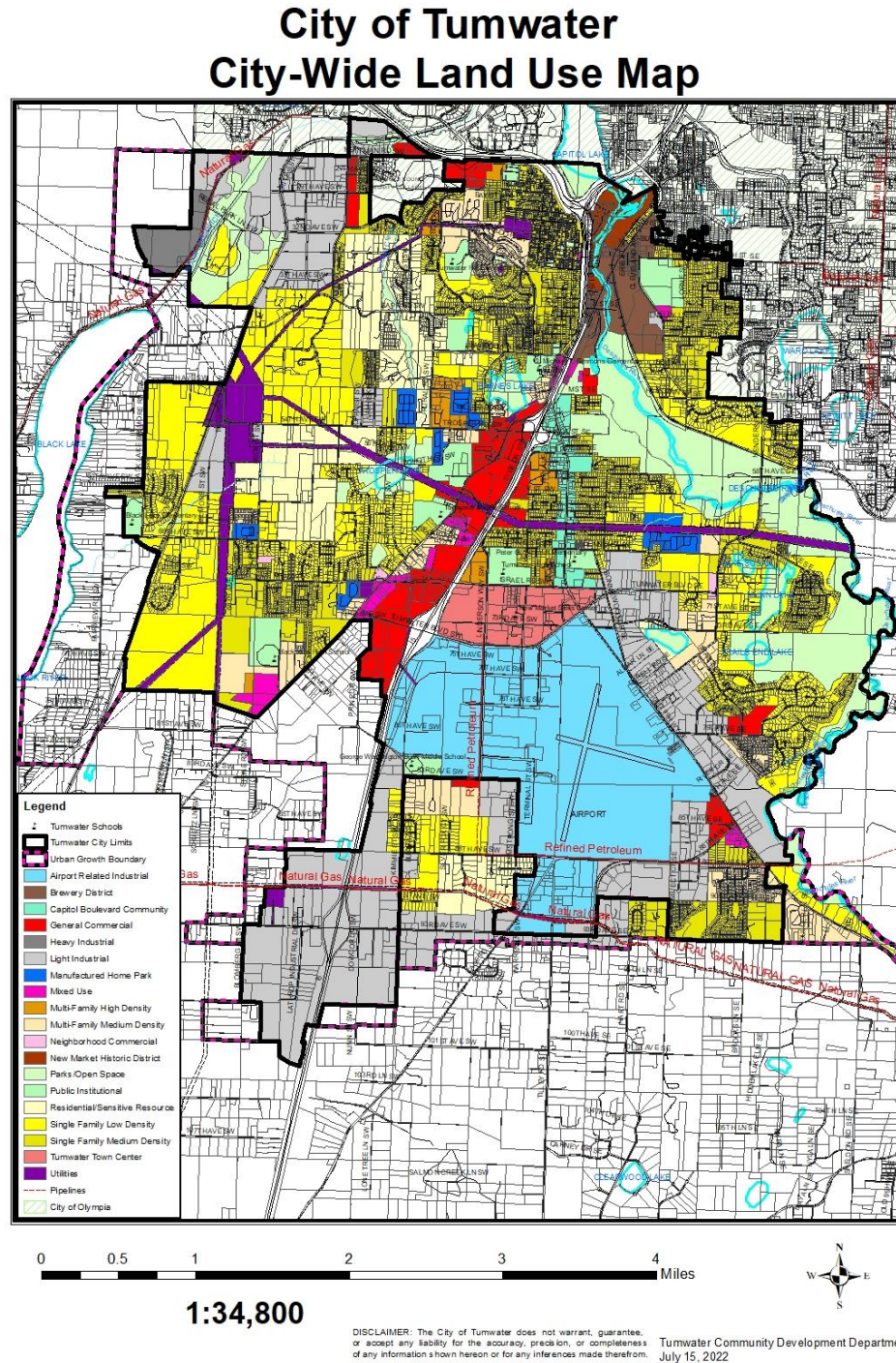
City of Tumwater City-Wide Land Use Map



Map 1B – Existing Zone District

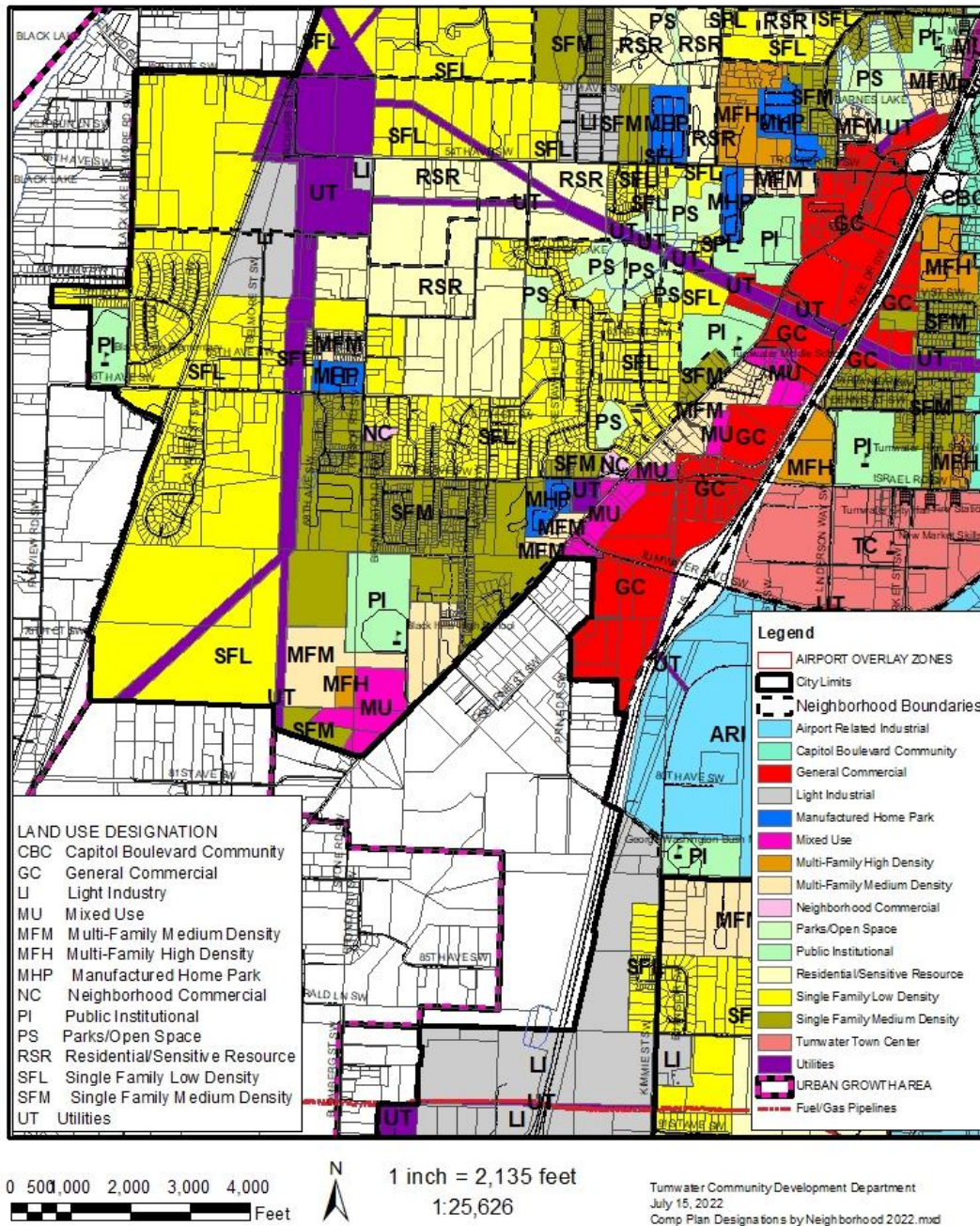
Appendix 1.2 – Proposed Map Amendments

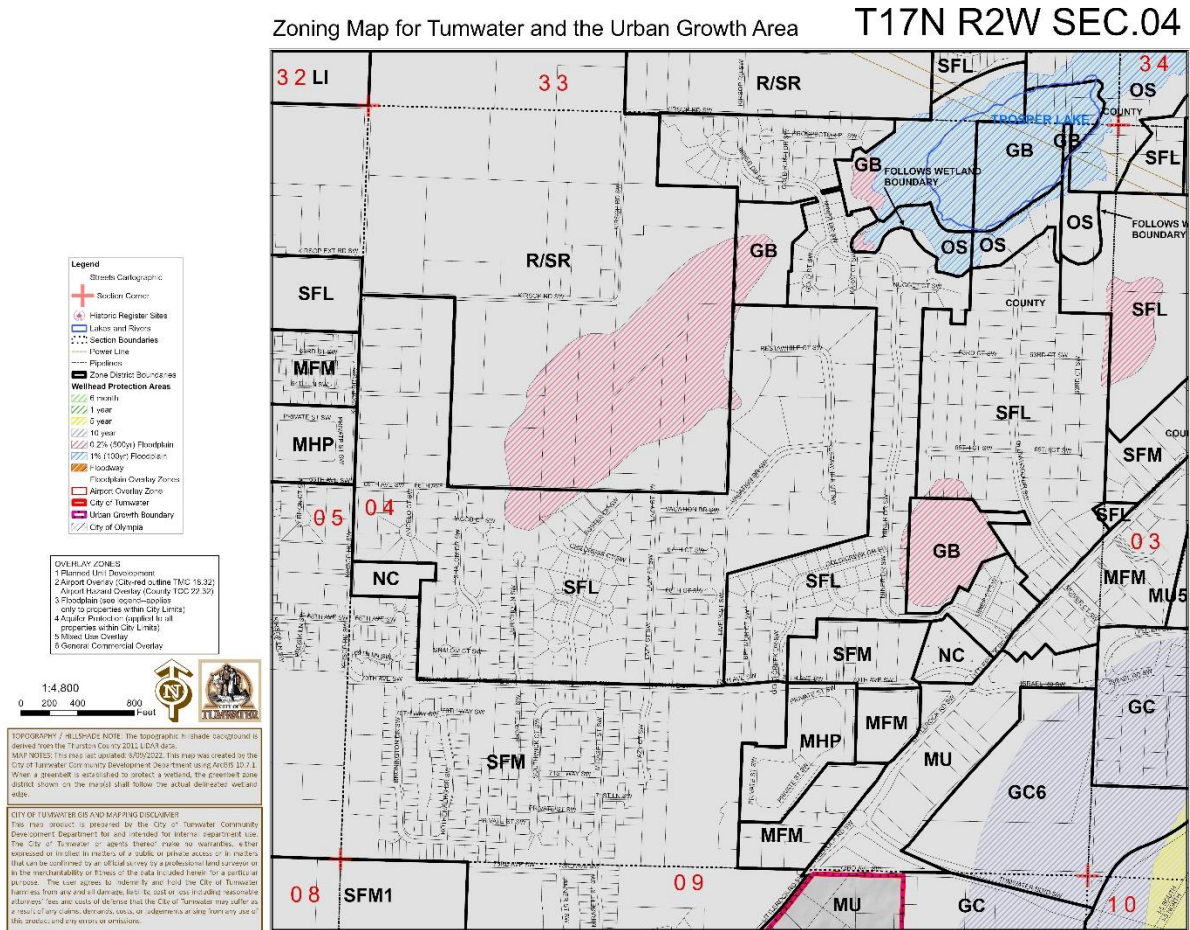
Map 1C – Proposed Amendment to the Comprehensive Plan City-Wide Land Use Map



Map 1D – Proposed Amendment to the Comprehensive Plan Littlerock Neighborhood Future Land Use Map

Littlerock Neighborhood Future Land Use



Map 1E – Proposed Amendment to the City-Wide Zoning Map

**Appendix 1.3 – Applications for the Wells Littlerock Comprehensive Plan
Land Use Map Amendment and Rezone**

[See attached]

B. 2022 CITY SPONSORED COMPREHENSIVE PLAN MAP AND TEXT AMENDMENTS AND CORRESPONDING REZONE

2. Neighborhood Character – Review Comprehensive Plan Housing and Land Use Elements

Summary

The proposal is a City sponsored review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” in support of the *Tumwater Housing Action Plan*.

Proposal

1. Review of the Housing and Land Use Elements of the Comprehensive Plan for potential amendments related to the use of “neighborhood character” and similar terms in support of the *Tumwater Housing Action Plan*.

Sponsor

City of Tumwater

Background

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission’s recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the Comprehensive Plan Housing and Land Use Elements to evaluate the use of the term “neighborhood character” in support of the *Tumwater Housing Action Plan*. Appendix 2.1 contains the relevant sections of the Comprehensive Plan that address “character,” “atmosphere,” or a similar term in **yellow highlight**.

At their August 23, 2022 worksession, the Planning Commission focused their discussion on Amendment #2 – Neighborhood Character.

Prior to the August 23, 2022 worksession, Community Development Department staff recommended that the Planning Commission review Appendix 2.1 – *Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan* to see how “character” and similar terms are being used in the Comprehensive Plan Housing and Land Use Elements. In addition, Community Development staff recommended that the Planning Commission review all the goals, policies, and actions in the attached Housing and Land Use Elements in Appendix 2.1 as well to understand the policy context for the discussion.

At their August 23, 2022 worksession, the Planning Commission did not identify specific amendments to consider as part of the 2022 Comprehensive Plan amendment cycle, but did recommend that staff include a similar review as part of the 2022 – 2025 ten-year Comprehensive Plan periodic update. In that review, the Planning Commission recommended focusing on the use of the terms “residential,” “character,” and “stability.” The intent would be to make sure that “residential” encompasses all types of residential developments and intensities and “character” and “stability” are not no used prelude new development that meets the City’s design guidelines and is safe, compact, efficient, encourages natural and social interaction, provides most needs within short distances, discourages environmentally disruptive influences, and is well connected with other areas.

The Planning Commission recommended the proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022 – 2025 ten-year Comprehensive Plan periodic update.

The General Government Committee held a briefing the Planning Commission’s recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission’s recommendation, and recommended that the ordinance go forward to the City Council on consent.

City of Olympia Comprehensive Plan Land Use and Urban Design

In 2021, at the direction of the Olympia City Council, the City of Olympia went through a Comprehensive Plan amendment process to review and amend the Land Use and Urban Design section of their Comprehensive Plan to address the use of the term “neighborhood character.” The Olympia City Council started with a recommendation for a definition of “neighborhood character” as “accessible, sustainable, and culturally inclusive neighborhoods.”

After further discussion with City of Olympia staff, the Council of Neighborhoods Association, and the Planning Commission, the Olympia City Council approved the final amendment language:

Neighborhood character is made up of a variety of elements that give a neighborhood its distinct identity. Neighborhood characteristics are not stagnant and will change over time. Consideration of neighborhood character will vary by the unique features of a neighborhood and includes its physical attributes that contribute to its sense of place and identity. These elements may include, but are not limited to, a neighborhood's land use, urban design, visual resources, and/or historic resources. This includes design elements of buildings (mass, scale, materials, setting, and setbacks), parks and open space, provision of City utilities, street grids and connections, and street trees. Our community considers it essential that all neighborhoods become accessible, sustainable, and culturally inclusive.

- *Accessible: Includes ADA compliancy, multimodal mobility, and housing affordability.*
- *Sustainable: Promotes a healthy environment, a diverse and resilient local economy, and historic preservation, including, reuse, and adaptability of existing buildings.*
- *Culturally inclusive: Recognizes, supports and promotes diverse housing types, strong arts and historic preservation, and the various contributions of diverse Olympians, past and present.*

Neighborhood character will be balanced with other plan goals and policies, such as increasing the variety of housing types and providing people-oriented places, and implemented through the City's development regulations.

Comprehensive Plan Review

Community Development Department staff reviewed the Housing and Land Use Elements of the Comprehensive Plan. In Appendix 2.1 – Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan, Community Development Department staff identified all the sections of the Housing and Land Use Elements that addressed the character of the City, land use designation, or neighborhood.

Planning Commission Conclusions

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process.

2. Based on the above review and analysis, the Planning Commission concluded that any amendments to the Comprehensive Plan to address the use of the term neighborhood character should not be included in the 2022 Comprehensive Plan amendments, but should be considered in the required ten-year 2022 – 2025 ten-year Comprehensive Plan periodic update process that will start in the fall of 2022.

Planning Commission Recommendation

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address neighborhood character at this time.
2. The Planning Commission recommended that amendments to the Housing and Land Use Elements of the Comprehensive Plan be considered as part of the next Washington State Growth Management Act required 2022 – 2025 ten-year Comprehensive Plan periodic update that will start in the fall of 2022 that is due June 2025.

General Government Committee Recommendation

1. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

Appendix 2.1 – Relevant Sections of the Housing and Land Use Elements of the Comprehensive Plan

(Pages 29-38 of the Comprehensive Plan Housing Element)

5.1 Housing Goals, Policies, and Actions

GOAL H-1: To conserve and improve the existing city housing stock and quality of life of neighborhoods.

<u>Policy</u>	<u>Action</u>
H-1.1	Assist city neighborhoods in maintaining and rehabilitating the existing housing stock as decent, safe, sanitary, and affordable housing.
	H-1.1.1 Create a formal maintenance and rehabilitation program beyond the current City code enforcement procedures to support Policy H-1.1 in coordination with the City's work with the Regional Housing Council.
H-1.2	Encourage a range of housing, economic development, and community revitalization in the city.
H-1.3	Promote the quality of life of existing communities and implementation of community housing goals through the preparation of comprehensive plans and the development review process.
H-1.4	Provide assistance to improve community surroundings and infrastructure in residential areas.
H-1.5	Encourage and facilitate economic development as an important part of provision of housing by providing jobs.
	H-1.5.1 Continue implementation of economic development efforts to provide jobs in Tumwater.
GOAL H-2:	To provide a sufficient number of single family dwelling units, multi-family dwelling units, manufactured homes, and group housing to provide an affordable selection of housing to each economic segment of the Tumwater population.

<u>Policy</u>	<u>Action</u>
H-2.1	Provide sufficient, suitably zoned land for development of all housing types to accommodate the future needs for each type of housing, including single-family detached dwellings, accessory dwelling units, townhouses, duplexes, triplexes, fourplexes, multi-family dwellings, cottage housing, senior housing, roominghouses, group housing, and manufactured homes in manufactured home parks and on single lots.
H-2.2	Provide opportunities for a range of housing types to provide for all economic segments of Tumwater's population.
H-2.2.1	Monitor the Land Use Element and Zoning Code to ensure an adequate supply of suitably zoned land.
GOAL H-3:	To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

<u>Policy</u>	<u>Action</u>
H-3.1	Encourage the development of innovative plans, codes, standards, and procedures in order to take advantage of new private and public sector approaches to housing provision.
H-3.1.1	The Zoning Code allows manufactured homes on single-family lots in all residential zones. It is the intent of the Housing Element to promote the designation of a sufficient supply of land for traditional mobile/manufactured home parks—and to recognize that modular/manufactured housing on single family lots and in manufactured home parks is a viable form of housing construction.
H-3.1.2	Increase code enforcement efforts and build public private partnerships to encourage renovations of unfit structures for use as transitional or affordable housing.
H-3.2	Encourage provision of adequate building sites through appropriate land use planning and zoning codes, infrastructure supply, and overall regulatory climate.

H-3.3 Tumwater should assume its "fair share" of housing for low and moderate income groups, in cooperation with other jurisdictions in Thurston County.

H-3.3.1 Monitor land supply, census data, and housing policies to ensure Tumwater accommodates its fair share of housing for low and moderate income groups.

H-3.3.2 Work with Tumwater School District, Housing Authority, and other agencies and organizations to pursue grant funding and implement transitional housing strategies for families with children.

H-3.3.3 Establish a multi-family tax exemption program that gives financial incentive for developers to create multi-family structures in target areas and to set aside a percentage of units as low-income housing.

H-3.4 Tumwater should work with the other jurisdictions in Thurston County as part of the Regional Housing Council to share decision making responsibilities related to homelessness and affordable housing in Thurston County to allow for collaboration in expanding affordable housing options and sharing the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County.

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

Policy

Action

H-4.1 Support the inclusion of living opportunities for families with children throughout the city.

H-4.2 Support and encourage a variety of housing types and price ranges through appropriate policies and regulations.

H-4.2.1 Continue the requirement for reasonable maximum lot sizes in order to create smaller lots that are more

affordable and that allow a more efficient use of City services.

- H-4.2.2 Encourage homeowner associations to adopt Covenants, Conditions, and Restrictions (CCRs) consistent with this policy.

GOAL H-5: To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.

<u>Policy</u>	<u>Action</u>
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H-5.1	Ensure appropriate land use designations and Zoning Code designations to provide sufficient land for housing construction.
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H-5.1.1	Monitor the Land Use Element and Zoning Code to ensure an adequate supply of suitably zoned vacant land. (2.1.1)
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H-5.1.2	Continue joint planning with Thurston County to plan for future growth in Tumwater.
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H-5.2	Lands not suitable for development due to site constraints such as wetlands, steep slopes, geologically hazardous areas, etc., should be identified and considered when determining sufficient land for new housing in accordance with Tumwater's Conservation Plan.
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H-5.3	Encourage construction practices, which exceed minimum standards. Tumwater will support the use of alternative building designs and methods that exceed the minimum standards set by Tumwater.
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GOAL H-6: To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.

<u>Policy</u>	<u>Action</u>
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H-6.1	Protect residential areas from undesirable activities and uses through aggressive enforcement of adopted City codes.
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H-6.2	Provide for a dynamic mix of residential land uses and zones in order to create a diverse mix of sites available for different housing types.
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- H-6.2.1 Continue to monitor the available land supply, census data, and City policies to ensure a diverse mix of land for residential housing stock.
- H-6.2.2 Continue to implement innovative design techniques, such as zero lot line developments, architectural design standards, alley houses, and attached single-family housing. Zero lot line developments are residential real estate in which the structure comes up to or very near to the edge of the property. Zero-lot-line houses are built very close to the property line in order to create more usable space.
- H-6.3 Support increasing housing opportunities along urban corridors and centers.
- H-6.4 Encourage provision of affordable housing near public transit routes to promote efficient transportation networks.
- H-6.4.1 Continue to involve Intercity Transit in Tumwater's development review process.
- H-6.5 Tumwater will maintain current Building Code standards and will use the most up to date future Code editions.
- H-6.6 Increase the variety of housing types outside of corridors and centers of appropriate intensities with supporting design guidelines to meet the needs of a changing population.
- GOAL H-7: To ensure that housing is compatible in quality, design, and density with surrounding land uses, traffic patterns, public facilities, and environmentally sensitive areas.**

Policy**Action**

- H-7.1 Support the stability of established residential neighborhoods through appropriate plans and codes.
- H-7.1.1 Continue to implement design standards for multi-family and attached single-family dwellings in order to ensure compatibility with existing neighborhoods.
- H-7.2 Assure housing will be well maintained and safe.

H-7.3 Enhance the appearance of and maintain public spaces in residential areas.

H-7.4 Promote community involvement to achieve neighborhood improvement.

GOAL H-8: To support healthy residential neighborhoods which continue to reflect a high degree of pride in ownership or residency.

<u>Policy</u>	<u>Action</u>
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H-8.1	Support the stability of established residential neighborhoods.
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H-8.2	Assure housing will be well maintained and safe.
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H-8.2.1	Protect residential areas from undesirable activities and uses through aggressive enforcement of adopted City codes.
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H-8.3	Enhance the appearance of and maintain public spaces in residential areas.
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H-8.4	Promote community involvement to achieve neighborhood improvement.
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H-8.4.1	Encourage neighborhood meetings to discuss community issues as situations and concerns arise.
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H-8.5	Encourage home ownership for Tumwater residents.
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GOAL H-9: To encourage a variety of housing opportunities for those with special needs, particularly those with problems relating to age or disability.

<u>Policy</u>	<u>Action</u>
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H-9.1	Require housing to meet the needs of those with special housing requirements without creating a concentration of such housing in any one area.
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H-9.2	Assist social service organizations in their efforts to seek funds for construction and operation of emergency, transitional, and permanent housing.
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- H-9.3 Support and plan for assisted housing opportunities using federal, state, or local aid.
- H-9.4 Encourage and support social and health service organizations, which offer support programs for those with special needs, particularly those programs that help people remain in the community.
- H-9.5 Encourage alternative housing strategies for homeless youth, which may include Host Homes.

GOAL H-10: To provide housing that is compatible and harmonious with existing neighborhood character through use of innovative designs that enhance the appearance and quality of Tumwater's neighborhoods.

<u>Policy</u>	<u>Action</u>
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|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| H-10.1 | Encourage innovation and variety in housing design and development. Tumwater will support efforts to build housing with unique individual character, which avoids monotonous neighborhood appearance. |
| H-10.2 | Multi-family residential housing should be subject to design criteria that relate to density, structure bulk, size and design, landscaping, and neighborhood compatibility. |
| | H-10.2.1 Continue to implement multi-family housing design standards. |

GOAL H-11: To provide housing to accommodate Tumwater's housing needs in the urban growth area and make the most efficient use of infrastructure and services.

<u>Policy</u>	<u>Action</u>
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|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| H-11.1 | Reference the Transportation Element and anticipated transportation impacts when making housing decisions affecting the location and density of housing. |
| H-11.2 | Reference utility plans and the impact of housing decisions on capital improvements planning. |
| H-11.3 | Encourage the construction of affordable housing, including cottage housing and accessory dwelling units, within a half mile or twenty minute |

walk of an urban center, corridor or neighborhood center with access to goods and services to provide access to daily household needs.

GOAL H-12: To encourage urban growth within the city limits with gradual phasing outward from the urban core.

<u>Policy</u>	<u>Action</u>
H-12.1	Encourage the construction of housing on vacant property within the city and the redevelopment of underdeveloped property within residential areas to minimize urban sprawl and associated public service costs.
H-12.1.1	Continue to review and revise, as necessary, City Development Standards deemed unnecessary and make development more expensive and/or difficult.
H-12.1.2	Continue to support high-density zoning within specific areas of the city that have the infrastructure and services to support high-density housing.
H-12.1.3	Continue to implement minimum density levels for all residential zoning districts to ensure efficient use of the urban growth area.
H-12.1.4	Work cooperatively with Thurston County to provide for more efficient and orderly annexations to facilitate urban service delivery.

GOAL H-13: Ensure consistency with RCW 36.70A.070(2)(c) which requires sufficient land be available for all types of housing including manufactured housing.

<u>Policy</u>	<u>Action</u>
H-13.1	Maintain the manufactured home park district zoning in appropriate areas in order to prevent conversion of affordable housing to other uses without replacement.
H-13.1.1	Encourage manufactured housing park district zoning to locate near transit services.

- H-13.2 When locating zones and designations for manufactured home parks, carefully consider the risks from natural hazards, such as flooding and liquefaction, and the impacts of those hazards on the future residents of those manufactured home parks, Tumwater's emergency responders, and the city as a whole.

*(Pages 29-38 of the Comprehensive Plan Land Use Element)***2.2 Residential Uses**

The quality and integrity of Tumwater's residential neighborhoods defines the **character of the community** and makes it unique. Ensuring that these neighborhoods remain stable and vital is of primary importance. Residential designations in Tumwater should provide a broad range of housing choices to meet the needs of all people in the community.

Residential development in Tumwater should be developed with the following guidelines:

- Residential development should provide for a dynamic mix of housing types to accommodate the many diverse housing needs of the citizens of Tumwater.
- New residential development should provide open spaces. "Wall to wall" development is not acceptable.
- Ensure that housing is compatible in quality, design, and intensity with surrounding land uses, traffic patterns, public facilities, and environmentally sensitive areas.
- Ensure that new residential development promotes a reasonable diversity in housing types.
- Support the stability of established residential neighborhoods.
- Support incentives for housing ownership in addition to rental housing.
- Enhance the appearance of and maintain public spaces in residential areas.
- Promote community involvement to achieve neighborhood improvement.

Some neighborhood-scale commercial uses are appropriate in residential areas to serve the needs of the local neighborhood. These uses may include neighborhood-scale retail uses, personal services, and small professional offices, including residences in conjunction with these businesses. These uses should be allowed in all residential zones except those designated Residential and Sensitive Resource. These uses should only be allowed as conditional uses to ensure that the uses demonstrate compatibility with the existing neighborhood.

Compatibility should be achieved using buildings that are sized and designed to be residential in scale; small overall area devoted to neighborhood-scale commercial use; and design and layout, which screens residential areas from excessive noise, lights, storage, and parking areas. These uses should be oriented primarily towards pedestrian and bicycle use. Uses, which would result in excessive automobile traffic, should be discouraged, such as gas stations, drive-thru restaurants.

Most neighborhood-scale commercial areas serving a particular neighborhood will consist of one business. However, new neighborhood-scale commercial uses may be considered in areas where one or more such uses already exist. In those cases, additional businesses should be located adjacent to the existing business in small clusters to avoid the development of commercial strips or many small businesses strung out along transportation corridors.

Mobile and manufactured home parks, which were legally established prior to adoption of this plan, should have the “Manufactured Home Park” designation applied to them in order to ensure a sufficient supply of land for manufactured homes in parks.

Several designations for residential land use in Tumwater were developed in order to meet the goals of the Growth Management Act, the Land Use Element, and the Housing Element. Each of these designations has specific criteria and characteristics related to development in each designation.

Table 6. Range of Dwelling Units per Acre by Land Use Designation and Zone District

Land Use Designation	Implementing Zone District	Dwelling Units Per Acre
Residential/Sensitive Resource	• Residential/Sensitive Resource	2-4 Dwelling Units/Acre
Single Family Low Density	• Single Family Low Density	4-7 Dwelling Units/Acre
Single Family Medium Density	• Single Family Medium Density	6-9 Dwelling Units/Acre
Multi-Family Medium Density	• Multi-Family Medium Density	9-15 Dwelling Units/Acre*
Multi-Family High Density	• Multi-Family High Density	14-29 Dwelling Units/Acre**
Manufactured Home Park	• Manufactured Home Park	6-9 Dwelling Units/Acre
Mixed Use	• Mixed Use	Minimum 14 Dwelling Units/Acre

Land Use Designation	Implementing District	Zone	Dwelling Units Per Acre
Capitol Boulevard Community	• Capitol Boulevard Community		Minimum 30 Dwelling Units/Acre or less, depending on subsection
Brewery District	• Brewery District		8-20 Dwelling Units/Acre
Tumwater Town Center	• Town Center		Minimum 30 Dwelling Units/Acre or less, depending on subsection

* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Table 6 up to a new maximum density of 20 dwelling units per acre.

** – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Table 6 up to a new maximum density of 39 dwelling units per acre.

2.2.1 Residential/Sensitive Resource (2-4 Dwelling Units/Acre)

The purpose of this designation is to recognize areas of **unique open space character** and sensitivity to environmental disturbance such as around stream corridors, lakes, and wetlands within the city limits and Tumwater's Urban Growth Area.

Residential/Sensitive Resource areas are intended to be used only for exceptional places within the City and its Urban Growth Area. This designation should be applied to areas that are not protected by the Shoreline Management Act and are not already built out. These areas are where intensive urban development would adversely affect ground or surface waters or environmental resource areas.

In addition to being of a relatively low density, development in these areas should be clustered. Clustering means grouping or "clustering" development onto part of a property so that the remainder can be preserved as unbuilt open space. The intent of clustering development in this area is to preserve open space along environmentally sensitive areas and provide a lot configuration that allows for the preservation of the specified amount of open space and also allows for future applied density to be achieved over the 20-year time period.

In addition to clustering, other methods of preserving open space shall be strongly encouraged to guide development into less sensitive portions of the land, such as

purchase or donation, easements or deed restrictions, covenants, land exchanges, and transfer of development rights as a method of preserving open space. Densities in this designation should be two to four dwelling units/acre.

In order to protect groundwater resources from contamination by failing septic tanks and to ensure that urban services can be provided to certain areas in a cost efficient manner, a minimum density policy of two dwelling units/acre is recommended.

It is not the intent of this policy to prohibit construction on lots larger than are required for minimum density. What is important is that the property has the capacity to be developed at the minimum density in the future.

For example: If a property owner proposes to construct a house on a five-acre lot and the minimum density is two dwelling units per acre (one-half acre lots), they would not be prohibited from doing so. However, the house must be sited on the five-acre lot such that other houses could be built on the site in the future if needed.

Soils and other natural systems should be capable of supporting densities of up to four dwelling units per acre with urban services without resulting in the degradation of sensitive areas such as stream corridors, lakes, and sensitive aquifers.

The full range of urban services should be available or be planned in the near future in accordance with the City's Lands for Public Purposes Element and Capital Facilities Plan.

Construction activities in areas assigned this designation should only occur in the drier months of the year in order to protect Percival Creek from sedimentation and construction-associated runoff.

Density transfer in the Planned Unit Development overlay zoning district is not appropriate in this designation due to the extreme sensitivity of the area to environmental disturbance.

Accessory units should be permitted in this designation within the permitted density on lots with sewer connections, except where the Health Department has approved septic systems. Accessory units will provide affordable housing and extra income for homeowners.

Where clustering is used, it should be applied in the following manner in areas with this designation:

- Clustering is recommended for development proposals in the Residential/Sensitive Resource designation.

- Open space preserved through clustering should be at least 30% of the gross area of the site. Of this 30%, at least half should be useable for passive recreational purposes. Passive recreational uses include activities such as hiking, bicycling, horseback riding, and fishing; and areas that provide access to shorelines and other recreational uses. If half (50%) of the 30% preserved for open space on a lot or development proposal is not useable for passive recreational purposes, then an additional amount of open space should be set aside to make the amount of area usable for passive recreational purposes. This should be equal to the amount of open space area that is not useable for passive recreational purposes.

Designated manufactured housing should be permitted on single lots in this designation.

2.2.2 Single Family Low Density (4-7 Dwelling Units/Acre)

The density of new development in the Single Family Low Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Designated manufactured housing should be permitted on single lots in this designation.

Accessory units should be permitted in this designation within the permitted density on lots with sewer connections, except where the Health Department has approved septic systems. Accessory units will provide affordable housing and extra income for homeowners.

Single-family dwellings and duplexes should be permitted in this designation subject to Citywide Design Standards.

2.2.3 Single Family Medium Density (6-9 Dwelling Units/Acre)

The density of new development in the Single Family Medium Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

It is envisioned that underlying zoning in this designation would permit innovative housing techniques such as attached single family, alley houses, z-lot, and alternate width lot housing. In order for these techniques to be used, there must be mechanisms to ensure neighborhood compatibility and design quality. Some of the innovative techniques that could be used in this designation include small single-family housing with alleys and zero lot line or Z-lot developments.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted within the permitted density in this designation to provide affordable housing and extra income for homeowners.

Duplexes should be permitted in this designation subject to design standards. Designated manufactured housing should be permitted on single lots in this designation.

This residential designation should provide a mix of housing types in order to provide affordable housing and ensure neighborhood stability.

2.2.4 Multi-Family Medium Density (9-15 Dwelling Units/Acre)*

The density of new development in the Multi-Family Medium Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be a specific size but that densities are met as an average of the overall site.

Detached Single Family housing could be provided in the Multi-Family Medium Density designation as long as the overall site meets the density goals of the designation. The intent of this policy is to ensure diversity in housing types in these areas. This residential designation is meant to provide primarily for multi-family condominium and apartment types of structures.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted in this designation within the permitted density to provide affordable housing and extra income for homeowners.

Designated manufactured housing should be permitted on single lots in this designation.

Manufactured home parks are permitted in the Multi-Family Medium Density Residential designation subject to City standards and site plan review by the Hearing Examiner.

Additionally, Multi-Family Medium Density designated areas should be accompanied by open space, environmental protection for sensitive areas and mass transit linkage in order to make these higher densities viable and compatible with the community.

* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 20 dwelling units per acre

2.2.5 Multi-Family High Density (14-29 Dwelling Units/Acre)*

The Multi-Family High Density designation should be applied in areas that are planned-for major transportation corridors and areas adjacent to the city center. The density of new development in the Multi-Family High Density designation should be averaged over the entire site in order to reach the maximum densities required to accommodate future population. It is not the intent of the City to require that lots be of a specific size but that densities are met as an average of the overall site.

Clustering should be considered in this residential designation to protect sensitive areas yet still accommodate residential development.

Accessory units should be permitted in this designation only in areas of existing lower density single-family development. Minimum density requirements would preclude accessory units within new development in this designation.

Multi-Family High Density designated areas should be accompanied by significant open spaces, environmental protection for sensitive areas and mass transit linkage in order to make these higher densities viable and compatible with the community.

* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 39 dwelling units per acre.

2.2.6 Manufactured Home Park (6-9 Dwelling Units/Acre)

The Manufactured Home Park (MHP) land use designation is intended to ensure consistency with RCW 36.70A.070(2)(c) which requires sufficient land be available for all types of housing including manufactured housing.

Manufactured home parks are permitted in this designation subject to City development standards and site plan review by the Hearing Examiner.

Designated manufactured housing should be permitted on pre-existing single lots of record in this designation.

This residential designation should help to provide sufficient land for manufactured housing in manufactured home parks and ensure neighborhood stability.

Uses that are incompatible or inconsistent with the goal of protecting and preserving manufactured home parks should not be allowed.

Manufactured Home Park designated areas should be accompanied by open space and environmental protection for sensitive areas in order to make these areas compatible with the community.

Subdivision and platting of properties for residential purposes, including condominiums, should not be allowed.

Additionally, these areas should be located along or near mass transit linkages and close to urban services.

Table 7 provides a summary of innovative land use techniques that are recommended to be used in each residential designation.

Table 7. Land Use Management Techniques for Residential Development

	Residential / Sensitive Resource 2-4 Dwelling Units/Acre	Single Family Low Density 4-7 Dwelling Units/Acre	Single Family Medium Density 6-9 Dwelling Units/Acre	Multi- Family Medium Density 9-15 Dwelling Units/Acre *	Multi- Family High Density 14-29 Dwelling Units/Acre **
Design Review	X	X	X	X	X
Revised Development Standards	X	X	X	X	X
Minimum Average Density	X	X	X	X	X
Clustering	X	X	X	X	X
Manufactured Homes on single lots	X	X	X	X	

* – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family Medium Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 20 dwelling units per acre.

** – Projects that provide permanently affordable housing dwelling units or other forms of permanently inclusive housing dwelling units in the Multi-Family High Density land use designation would be allowed to exceed the maximum density stated in Tables 5 and 6 up to a new maximum density of 39 dwelling units per acre.

*(Pages 47-50 of the Comprehensive Plan Land Use Element)***2.16 Design Review**

The City is, for the most part, a designed environment. Design will influence the degree to which development is attractive and appealing, comfortable and safe, compact, efficient, encourages natural and social interaction, provides most needs within short distances, discourages environmentally disruptive influences, and is well connected with other areas. Greater awareness and appreciation of the value of design will continue, and the demand for development that demonstrates design excellence will increase.

This trend and the movement to plan comprehensively will create new partnerships to achieve community goals. Public participation and interest in design will continue to increase with greater emphasis on design in City projects. With increasing density in some areas, design will become an important factor in providing stylistic compatibility and privacy.

The Design Guidelines complement the City's zoning code and provide a better tool for ensuring lasting value. Unlike zoning codes that can be prohibitive and exclusionary in their tone and language, Design Guidelines are illustrative and prescriptive.

They have proved very effective in promoting well designed, mixed-use, new and infill development.

The intent of design review in Tumwater is to create design and development guidelines that ensure lasting value through:

1. Infill and strengthening existing neighborhoods;
2. Livable neighborhoods;
3. Affordable housing;
4. Diversity in housing types and styles; and
5. Streetscape design as well as building and site design.

The Design Guidelines establish a context for development and encourage resolution of technical planning and urban design issues such as pedestrian and traffic circulation, stormwater runoff, landscaping and buffering, and building location and design.

Functions of Design Review through design and development guidelines:

1. Establishes a community design context;
2. Creates community planning and urban design policy;
3. Assures conformance to City plans and policies; and
4. Expedites project approval.

The design review process includes elements such as:

1. The appearance or image of a community
2. Street layout and design
3. Incorporating transit
4. Natural and scenic resources
5. Streetscape
 - Street character and liveliness
 - Pedestrian environment
 - Landscape design
 - Residence and street transition
6. Site Planning
 - Neighborhood character
 - Adjacent properties
 - Siting
 - Natural elements
 - Transit facilitation

7. Building Design

- Architectural character
- Character and massing
- Architectural elements
- Exterior finish materials
- Parking garages
- Mixed-use buildings
- Conversions and additions
- Special needs housing

Design review is necessary in Tumwater to ensure that new development is compatible with existing neighborhoods; to provide guidelines for innovative land use management techniques; and to provide guidelines for special areas of the City.

Design Guidelines were developed as a follow on implementing ordinance for the remaining areas of the City after consultation with affected groups including citizens, builders, and City staff. Design standards were developed through a process involving substantial public participation.

The goals and purpose of the Design Guidelines in Tumwater are to:

- Encourage the development of visually sensitive developments;
- Encourage developments that will contribute to the stability and integrity of a safe and attractive neighborhood;
- Recognize that aesthetic considerations along with environmental review contribute toward an enhanced environment; and
- Recognize that aesthetic considerations are appropriate in order to protect property values of adjacent properties and to ensure that developments contribute to desirable neighborhood character.

*(Pages 53-66 of the Comprehensive Plan Land Use Element)***3.2 Goals, Policies, and Actions**

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

<u>Policy</u>	<u>Action</u>
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LU-1.1	Ensure the Land Use Element is consistent with adopted County-Wide Planning Policies and integrate transportation considerations into land use decisions, and vice versa.
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LU-1.1.1	Implement the eleven County-Wide Policy elements in the County-Wide Policy Plan (Reference Appendix B: County-Wide Planning Policies).
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LU-1.2	Ensure the Land Use Element is consistent with the goals of Sustainable Thurston.
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LU 1.2.1	Implement specific Sustainable Thurston goals identified in Land Use Element Section 1.6, Sustainable Thurston Goals (Reference Appendix C: Sustainable Thurston)
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LU-1.3	Engage in planning on a neighborhood level with residents of the City (Reference Appendix A: Neighborhood Appendix)
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LU-1.4	Encourage the creation of a new city center that is compatible with the Land Use Element.
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LU-1.5	Coordinate the Land Use Element with the <i>Port of Olympia Master Plan</i> (2016).
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LU-1.6	Ensure consistency between the Land Use Element and Tumwater Historic District Master Plan.
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LU-1.7	Coordinate the Land Use Element with the Shoreline Master Program.
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LU-1.7.1	Make sure the Land Use Element is consistent with the recommendations of the Shoreline Master Program.
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- LU-1.8 Coordinate the Land Use Element with the City's Economic Development Element.
- LU-1.8.1 Implement goals and associated policies and actions of the Economic Development Element.
- LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.
- LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element.
- LU-1.10 Coordinate the Land Use Element with the City's Lands for Public Purposes Element and the Capital Facilities Plan.
- LU-1.10.1 Implement low impact development through land use and stormwater planning.
- LU-1.11 Make capital budget decisions consistent with the comprehensive plan in accordance with RCW 36.70A.120 (Reference the City's current six-year Capital Facilities and Transportation Improvement Plans).
- LU-1.12 Coordinate the Land Use Element with local, state, and national initiatives that support the City's vision whenever practical to increase the chance of additional funding.
- LU-1.13 Coordinate the Land Use Element with the strategies in the City of Tumwater Housing Action Plan.
- LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

GOAL LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

<u>Policy</u>	<u>Action</u>
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|--------|--------------------------------------------------------------------------------------|
| LU-2.1 | Encourage the highest intensity growth to locate within the City's corporate limits. |
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- LU-2.1.1 Implement goals and associated policies and actions of the Economic Development Element. (Reference Goal LU-1.8.1)
- LU-2.2 Reduce inappropriate conversion of undeveloped land into sprawling low-density development.
 - LU-2.2.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)
- LU-2.3 Encourage innovative land use management techniques such as density bonuses, cluster housing, zero-lot-line development, planned unit developments, and transfer of development rights to create vibrant centers, corridors, and neighborhoods while accommodating growth.
 - LU-2.3.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques.
- LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.
- LU-2.5 Encourage development of architectural and landscape design standards.
 - LU-2.5.1 Implement Goals 5 and 6 of the Economic Development Element.
- LU-2.6 Ensure the City's capital budget decisions in the City's current six-year Capital Facilities and Transportation Improvement Plans are coordinated with the Land Use Element, Lands for Public Purpose Element, and Transportation Element.
- LU-2.7 Create vibrant city centers and activity nodes along transit corridors that support active transportation and housing, jobs, and services.
- LU-2.8 Create safe and vibrant neighborhoods with places that build community and encourage active transportation.
- LU-2.9 Protect designated mineral resource lands from incompatible development.

LU-2.10 Reduce the City's carbon footprint where possible and move towards a carbon-neutral community.

GOAL LU-3: Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.

Policy Action

LU-3.1 Coordinate development with the City's six-year Capital Facilities Plan.

LU-3.1.1 Ensure the Capital Facilities Plan can be implemented through the Land Use Element's projected densities and the direction found in the Lands for Public Purposes Element.

LU-3.2 Ensure development is in conformance with the Water System Plan and Sanitary Sewer Comprehensive Plan.

LU-3.3 Analyze all proposed development for anticipated impact on services, either as an element of site plan review or as part of an environmental impact assessment.

LU-3.4 Give preference to providing adequate public facilities to settled areas rather than extending new services to sparsely settled or undeveloped areas and to serving incorporated land before serving unincorporated areas.

LU-3.4.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)

LU-3.5 Work with developers to determine where and when new public facilities are to be placed to permit proper development of commercial and residential projects. This process should be directly related to the Lands for Public Purposes Element, the Capital Facilities Plan, and site plan review in order to achieve concurrency.

LU-3.5.1 Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)

LU-3.6 Require residential and commercial development utilizing septic tanks for sewerage disposal to hook up to sanitary sewer when the system fails, needs replacement, or requires major repairs when sanitary sewer laterals are readily available.

LU-3.6-1 In consultation with the LOTT partners, develop a program to connect developments that are on septic systems to LOTT's sewerage treatment system to reduce impacts to groundwater and surface water quality.

LU-3.7 Require residential and commercial development utilizing private wells for water systems to connect to City water service when the well fails, needs replacement, or requires major repairs, where City water service available

GOAL LU-4: Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.

<u>Policy</u>	<u>Action</u>
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LU-4.1	Coordinate the Land Use Element with the Housing Element and fully implement the goals, policies, and actions of the Housing Element.
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LU-4.2	Encourage innovative techniques for providing affordable housing resulting in an attractive product that will be an asset to the Tumwater community.
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LU-4.2.1	Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)
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LU-4.3	Continue to allow manufactured housing on individual lots within the City, as well as within mobile and manufactured home parks, to encourage affordable housing.
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LU-4.3.1	Consider methods to provide sufficient land for manufactured housing in accordance with the Growth Management Act.
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LU-4.4	Permit implementing regulations to experiment in new forms of residential development where amenities of open space, privacy, and visual quality can be maintained or improved, and flexible solutions to
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land use problems such as density, diversity, equitability, and affordability can be achieved.

LU-4.4.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

LU-4.5 Encourage higher density residential uses in order to provide affordable housing. These uses should blend with the existing character of the community.

LU-4.6 Increase housing types and densities in corridors and centers to meet the needs of a changing population.

LU-4.7 Increase the variety of housing types outside of corridors and centers of appropriate intensities with supporting design guidelines to meet the needs of a changing population.

GOAL LU-5: Ensure development patterns encourage efficient multi-modal transportation systems coordinated with regional, City, and county transportation plans.

<u>Policy</u>	<u>Action</u>
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LU-5.1	Ensure coordination with the Transportation Element.
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LU-5.2	Ensure coordination with the Thurston Regional Transportation Plan.
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LU-5.2.1	Ensure the eleven County-Wide Policy elements in the County-Wide Policy Plan are implemented. (Reference Goal LU-1.1.1)
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LU-5.3	Ensure coordination with the Parks, Recreation, and Open Space Plan (Element).
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LU-5.4	Established pedestrian and bicycle trail links with various parts of Tumwater and within the business area.
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LU-5.4.1	Ensure coordination of the Land Use Element with the Parks, Recreation, and Open Space Plan (Element) and the Transportation Element.
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- LU-5.5 Encourage provision of urban plazas and access to transit stops when new construction or major renovation is proposed. Incentives for providing such amenities should be sought.
- LU-5.5.1 Consider revision of the City's Development Standards to encourage provision of these amenities. Consider development of a citywide design standards program. (Reference Goal LU-2.3.1)
- LU-5.6 Allow densities and mixes of uses that reduce the number and lengths of vehicle trips and increase the opportunity to use public transit and non-motorized modes of travel.
- LU-5.7 Reinforce the link between land use and public transportation by encouraging development to occur at urban residential densities along designated transit corridors, nodes, and near commercial centers.
- LU-5.8 Ensure proposed capacity improvements to the City's transportation systems are designed to serve proposals that are contiguous to existing development, as a means to discourage the occurrence of "leap frog" development patterns.
- LU-5.9 Provide development incentives, such as increased density, increased square footage, or increased height for proposed land developments located adjacent to transportation corridors when amenities for transit users, bicyclists, and pedestrians are included.
- LU-5.10 Encourage land development proposals to utilize the capacity of the existing transportation system, especially transit and non-motorized modes.
- LU-5.11 Encourage public and private development proposals to enhance the street side environment to maximize comfort for the transit user and the pedestrian.
- LU-5.12 Encourage subdivision and commercial and retail project design that facilitates cost-effective transit and emergency service delivery.
- LU-5.13 Discourage transportation improvements, regardless of their financing mechanisms that would trigger premature development; that is, development inconsistent with applicable comprehensive plans and zoning.

- LU-5.14 Ensure alternative transportation modes are included in comprehensive plans, subdivisions, and other land developments.
- LU-5.15 Expand bicycle and pedestrian data collection efforts.
- LU-5.16 Establish a regional bicyclist and pedestrian advisory body.
- LU-5.17 Support efforts of the local traffic safety campaigns to educate bicyclists and pedestrians of the laws pertaining to walking and biking.

GOAL LU-6: Reduce impacts from flooding; encourage efficient stormwater management; and ensure the groundwater of Tumwater is protected and preserved.

Policy Action

- LU-6.1 Ensure new development is in conformance with requirements and standards of the *Northern Thurston Groundwater Protection Plan*.
- LU-6.2 Ensure new development is in conformance with requirements and standards of the *Drainage Design and Erosion Control Manual for Tumwater*, as amended.
- LU 6.2.1 Implement specific Sustainable Thurston goals identified in Land Use Element Section 1.6, Sustainable Thurston Goals (Reference Appendix C: Sustainable Thurston)
- LU-6.3 Ensure coordination with the *Percival Creek Comprehensive Drainage Basin Plan*.
- LU-6.4 Ensure new development is in conformance with aquifer protection standards of the Conservation Element.
- LU-6.5 Ensure implementation of the *Natural Hazards Mitigation Plan for the Thurston Region* to reduce or eliminate the human and economic costs of natural disasters for the overall good and welfare of the community.
- LU-6.6 Ensure coordination with the *Salmon Creek Comprehensive Drainage Basin Plan*.
- LU-6.6.1 Incorporate the development review process within the *Salmon Creek Comprehensive Drainage Basin Plan* into the Tumwater Municipal Code.

GOAL LU-7: Encourage retention of open space, parks, trails, and development of recreational opportunities within Tumwater.

<u>Policy</u>	<u>Action</u>
LU-7.1	Ensure coordination of the Land Use Element with the Parks, Recreation, and Open Space Plan (Element).
LU-7.2	Ensure coordination of the Land Use Element with open space retention and natural area preservation standards of the Conservation Element.
LU-7.3	Preserve environmentally sensitive lands, farmlands, mineral resources, and prairies, by developing compact urban areas.
LU-7.4	Provide a variety of open spaces including landscaped buffers, small parks, plazas, and other community areas to balance higher density development and enhance quality of living.
LU-7.4.1	Specify the amount of area that must be dedicated for open space and require configuration useful for the purpose desired in the City's Zoning Ordinance to make certain that areas of developments dedicated to open space provide the functions intended.

GOAL LU-8: Ensure physical limitations of the land are observed during the development process.

<u>Policy</u>	<u>Action</u>
LU-8.1	Ensure new development is in conformance with standards and requirements for critical areas within the Conservation Element.
LU-8.1.1	Consider implementation of the state geological study and mapping program for the City. This study should address geologic, erosion, landslide, seismic, and volcanic hazard areas.
LU-8.2	Reserve the right to prohibit or set conditions on development based on anticipated adverse environmental impact.
LU-8.3	Ensure development within the jurisdiction of the Shoreline Management Act adheres to the flood control policies, land use controls, and regulations

of the applicable environmental designation as described in the Tumwater Shoreline Master Program.

- LU-8.4 Ensure new development is in conformance with the standards of the City's Protection of Trees and Vegetation Ordinance.

GOAL LU-9: Identify what conditions should be applied to development in residential areas.

Policy Action

- LU-9.1 Protect residential developments from excessive noise, odors, dirt, glare, and other nuisances emanating from commercial and industrial uses.

- LU-9.2 Allow for multi-family residential development in the zoning code. Consideration should be given to encouraging this type of development near centers of community services.

- LU-9.2.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.3 Integrate design features of existing natural systems into the layout and siting of new residential dwelling units. Preserve trees and significant ecological systems, whenever possible and practical.

- LU-9.3.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.4 Permit experimentation in development regulations with newer forms of residential development where amenities of open space, privacy, and visual quality can be maintained or improved, and flexible solutions to land use problems can be achieved.

- LU-9.4.1 Consider revision of the City's Development Standards to encourage innovative land use management techniques. (Reference Goal LU-2.3.1)

- LU-9.5 Do not permit private residential gated communities.

- LU-9.6 Promote nearby access to healthy food for residential developments.

LU-9.6.1 Allow and encourage farm stands supplying fresh food in residential areas.

LU-9.6.2 Consider measures to encourage the creation of healthy corner stores within residential areas.

GOAL LU-10: Identify the City's policies and regulations pertaining to commercial and industrial areas and uses.

<u>Policy</u>	<u>Action</u>
LU-10.1	Implement the goals, policies, and actions of the Economic Development Element through the Land Use Element.
LU-10.2	Encourage industry clusters to create jobs, and increase revenue circulation locally.
LU-10.3	Ensure adequate supply of developable land along primary transportation corridors and invest in commercial and industrial redevelopment.
LU-10.4	Encourage developers to concentrate non-residential land uses in integrated centers in order to insure convenient access and prevent strip development.
LU-10.5	Group commercial, industrial, and manufacturing uses into centers rather than dispersed throughout the City. These centers shall have a landscaped, urban park quality.
LU-10.6	Rest future development of commercial, manufacturing, and light industrial areas in Tumwater on a comprehensive, integrated planning scheme incorporating performance standards regarding green belts, and buffering, landscaping, parking facilities, and other items of site design as appropriate.
LU-10.7	Use land use regulations to guide new industrial development into areas and patterns that minimize heavy trucking through residential and business areas.
LU-10.8	Ensure commercial and industrial structures, where practical, are low profile and provide landscaping including lawns, trees, and shrubs.
LU-10.9	Locate commercial and industrial land uses close to arterial routes and freeway access and rail facilities.

- LU-10.10 Encourage neighborhood commercial uses that supply nearby residents with everyday convenience shopping goods in the City to reduce traffic generation, where, generally, these uses are very small, not generate excessive traffic, and compatible with nearby residences.
- LU-10.11 Encourage businesses to allow food trucks at work sites to bring diverse meal options and fresh produce to workers.
- LU-10.12 Emphasize sustainable practices while encouraging economic development.

GOAL LU-11: Ensure new and existing development is energy efficient.

<u>Policy</u>	<u>Action</u>
LU-11.1	Recognize potential energy efficiencies associated with mixed-use developments and centers.
LU-11.2	Encourage building design, orientation, and land use arrangements that take advantage of natural landforms, existing vegetation, and climatic features for reducing energy demands for heating and cooling purposes.
LU-11.3	Aggressively pursue conservation or system improvements as a potential means to defer the siting and development of new facilities where appropriate.
LU-11.4	Recognize savings in energy usage for heating and cooling purposes associated with common wall construction.
LU-11.5	Encourage existing and new development to use landscaping to take advantage of the sun's warming rays in winter and to provide shade in summer.
LU-11.6	Recognize potential energy savings through optimally using solar energy and orient development sites accordingly.
LU-11.7	Consider the impact of new development and landscaping on solar accessibility of adjoining lots and mitigate wherever feasible.
LU-11.8	Encourage development and integration of new energy technologies in the design of new development and redevelopment, which result in energy and cost savings.

LU-11.9 Develop a program to encourage energy retrofits of existing buildings to improve their energy efficiency.

LU-11.10 Coordinate the City's energy efficiency programs with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

GOAL LU-12: Promote preservation of sites of historical and cultural significance.

<u>Policy</u>	<u>Action</u>
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LU-12.1	Ensure coordination of the Land Use Element with Tumwater and Thurston County historic preservation programs.
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LU-12.2	Make land use decisions that protect designated state and national landmarks listed by the State Office of Archaeology and Historic Preservation.
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GOAL LU-13: Protect Olympia Regional Airport from incompatible land uses and activities that could affect present and future use of airport facilities and operations. Regulations and criteria should reflect the urban environment adjacent to the airport.

<u>Policy</u>	<u>Action</u>
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LU-13.1	Promote safe operation of Olympia Regional Airport by encouraging compatible land uses and activities and discouraging uses or activities that will impede safe flight operations or endanger the lives of people on the ground.
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LU-13.2	Coordinate protection of Olympia Regional Airport with Thurston County by developing consistent implementing regulations.
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*(Pages 66-68 of the Comprehensive Plan Land Use Element)***3.3 Implementation Policies**

Successful implementation of concepts, goals, and policies of the Land Use Element will require changes in regulations, procedures, programs, capital investments, and other activities.

The Land Use Element includes strategies that identify actions to achieve stated goals and policies. The following actions are proposed to implement the goals and policies of Land Use Element:

1. Change zoning designations, as may be appropriate, in certain areas of the City to be consistent with the overall City Land Use Map, the individual neighborhood maps, and policies.
2. Develop or modify existing zoning and land use regulations to achieve mixed-use areas, allow clustering and the use of innovative housing techniques, and address infill.
3. Protect Olympia Regional Airport from incompatible uses by applying development standards of the Airport Overlay Zone, Chapter 18.32 of the Tumwater Municipal Code. The Airport Overlay Zone addresses three primary issues further described below: height hazards, compatible land uses, and Airport Overlay Zone disclosure statements. Any changes to this chapter, as may be appropriate, should be made after consideration of the State Department of Transportation Aviation Division Publication "Airports and Compatible Land Use, Volume 1," and other best available technical information to the extent practical within an urban area.
4. Height Hazards. Prohibit structures and trees from penetrating airspace surfaces as defined by Title 14 of the Code of Federal Regulations Part 77, except as necessary and incidental to airport operations.

Land Use Types and Intensities. Permit appropriate land uses compatible with airport and aviation uses. Encourage contiguous open space areas within the Airport Overlay Zone that provide functional open space needs for aircraft in cases of an emergency. Open space areas should be large and contiguous to other open space areas.

5. Disclosure Statement. Require a disclosure statement to be recorded

with the Thurston County Auditor for subdivisions, short subdivisions, binding site plans, and building permits located within the Airport Overlay Zone. The disclosure statement should state the property is located within the Airport Overlay Zone in which a variety of aviation activities occurs. Such activities may include but are not limited to noise, vibration, chemicals, odors, hours of operation and other associated activities.

6. Develop urban design plans and development standards to address compatibility of new development, **preserve neighborhood character**, and create pedestrian-oriented transit supportive development.
7. Through the Tumwater and Thurston County joint planning process and the County-Wide Planning Policies for Thurston County, direct the timing and location of development with the provision of adequate facilities and services within Tumwater's Urban Growth Area.
8. Invest in public improvements to facilitate and complement private development including streetscape improvements, public open spaces, and other amenities.
9. Review and modify, as necessary, existing plans to ensure consistency with the Land Use Element.
10. Continue public involvement in the planning process so decisions made regarding the growth and development of the City are reflective of general community goals and sensitive to special interests of effected parties.
11. Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure predictability and allow processing of development permits in a timely and fair manner.
12. Work with the Port of Olympia and the Federal Aviation Administration to remove the restrictions on residential development on Port owned land in the Town Center to allow full implementation of the City of Tumwater Town Center.
13. Clarify the differences in the City of Tumwater's definitions of warehouse distribution center and warehousing that is accessory to a manufacturing use.

14. Implement the Housing Action Plan strategies through land use actions by the City.
15. Implement the strategies in the most recent version of the Climate Mitigation Plan through land use actions by the City.
16. Implement the Urban Forestry Management Plan through the municipal code, Development Guidelines, City employee processes, and community education and engagement.

(Pages 37-39 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

2.4 Brewery District

The Brewery District designation has been applied to the area identified on the Brewery Neighborhood Future Land Use Map and in Figure 3. The designation is based on the *Brewery District Plan* adopted by the City Council in 2014. A Brewery District Zone will be created that consists of seven subdistricts. Zone district design and development standards will transform the Brewery District over time from a largely auto-oriented commercial node, into a lively, walkable, and economically vibrant neighborhood center with a mixture of housing and neighborhood-serving businesses in accordance with the goals and objectives of the Brewery District Plan. Additionally, the Brewery District Zone is intended to provide for a mix of uses within the former brewery properties consistent with the Economic Development Element, *Strategic Plan*, and the *Final Report for the Community Visioning Project for the Former Olympia Brewery*.

Knoll. The location overlooking the Deschutes River, with high visibility from the freeway and close proximity to the historic district, makes this a unique economic and community development opportunity. A mixture of uses is desirable to create a vibrant sense of place that appeals to pedestrians and creates a community focal point for Tumwater and the surrounding area. A broad mix of uses should be allowed in this subdistrict, including but not limited to retail, personal and professional services, restaurants, educational, entertainment, lodging, and residential.

Valley. Existing industrial buildings located adjacent to rail access make this area ideal for light industrial uses that do not create compatibility issues with other land uses, and the kinds of commercial uses that are most appropriately located as neighbors of industrial uses.

Bluff. Vacant land overlooking the valley and in close proximity to residential development to the south and east makes multifamily residential a possibility. A minimum net density of ten units per acre should be applied to promote the efficient use of land and to provide a density pattern that will support public transit in the long term.

Triangle. Given its proximity to surrounding residential neighborhoods and the former brewery properties, excellent transit service, and its visibility and access from Interstate 5 and major urban corridors, the Triangle has the potential to transform into a highly pedestrianized neighborhood center with a broad mixture of uses, including medium-density housing, and community-

serving commercial uses. New development in the Triangle should be a mixture of uses with buildings up to five stories in height. Active ground floor uses should be encouraged that engage the sidewalk, particularly along Cleveland Avenue “Main Street.”

Deschutes. Referred to as the South Focus Area in the *Brewery District Plan*, this subdistrict benefits from excellent freeway access as well as high volumes of pass-by traffic, which may increase upon completion of the E Street extension, and consequently, this area may experience increased development pressure in the future. Given its relative isolation from surrounding residential areas and the remainder of the Brewery District, new development in the Deschutes Subdistrict will likely remain dependent upon automobile access for its success. Such new development may include a mixture of office and retail uses, as well as housing, which may be desirable adjacent to the park.

Design and development standards should improve the character of development in this area as well as the appearance of this important gateway into the Brewery District, with a focus on decreasing the visibility of surface parking areas and improving building frontage conditions along key rights-of-way. This subdistrict extends further south than the South Focus Area depicted in the *Brewery District Plan*. The extension of this subdistrict to Linwood Avenue ensures that land on both sides of Capitol Boulevard at this southern gateway into the Brewery District will be developed in accordance with consistent development and design standards.

Bates Neighborhood North. Referred to as the Bates Neighborhood Periphery in the *Brewery District Plan*, development located in this subdistrict should create a transition between the small-scale, residential character of development in the Bates Neighborhood South and the higher-intensity commercial area in the Triangle and along Capitol Boulevard. Buildings may provide commercial-style elements and site development patterns, including large ground-floor windows, articulated architectural bays, and masonry facades, and may reach up to four stories in height.

Bates Neighborhood South. Referred to as the Bates Neighborhood Interior in the *Brewery District Plan*, new development in this subdistrict should reflect and be compatible with the detached, single-family structures currently seen in this area. While uses within these structures may be commercial or residential, buildings in this area should continue to be residential in character, mirroring not only surrounding building heights, but also providing site development and building design elements, including setbacks, landscaping, building materials, and architectural elements, that are

consistent with the surrounding residential character. New development should be limited to a maximum height of three stories.

(Page 61 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

4.6 Single Family Medium Density Residential

The residential areas east of Cleveland Avenue and north of Yelm Highway form a well-established and stable neighborhood in Tumwater. This area should and will **remain residential in character**, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that over a 20 year time period densities will increase in this area. In order to protect the **quiet residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.

(Page 62 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

4.8 Neighborhood Commercial

The neighborhood store on the corner of Hoadly and North Streets, which provides a day to day service for residents in the surrounding area has been designated Neighborhood Commercial to protect and encourage the present use of the site. This area has been designated Neighborhood Commercial, in part to provide for less intensive commercial uses and to help minimize traffic conflict and circulation problems which have affected this area. The development of additional commercial areas along North Street would not be appropriate due to limitations for traffic circulation and the residential character of the area.

The Neighborhood Commercial designation would allow neighborhood scale retail uses, personal services and professional offices in residential areas where local demand, community support, and design solutions demonstrate compatibility with the neighborhood.

In any area where commercial development is adjacent to residential areas, landscaping, screening, and buffering should be used to protect the residences from possible adverse impacts. Existing trees and other vegetation with landscaping and aesthetic value should be preserved where practical. Whenever local commercial development is located adjacent to major streets, ingress, and egress should be from the lesser of the intersecting arterials. The intent of buffering Neighborhood Commercial uses from adjoining residential areas is to ensure that residential areas are not impacted by noise, light and glare, and excessive traffic.

Provision of urban plazas and access to transit stops should be encouraged when new construction or major renovation is proposed. Incentives for providing such amenities should be sought.

(Pages 68-71 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

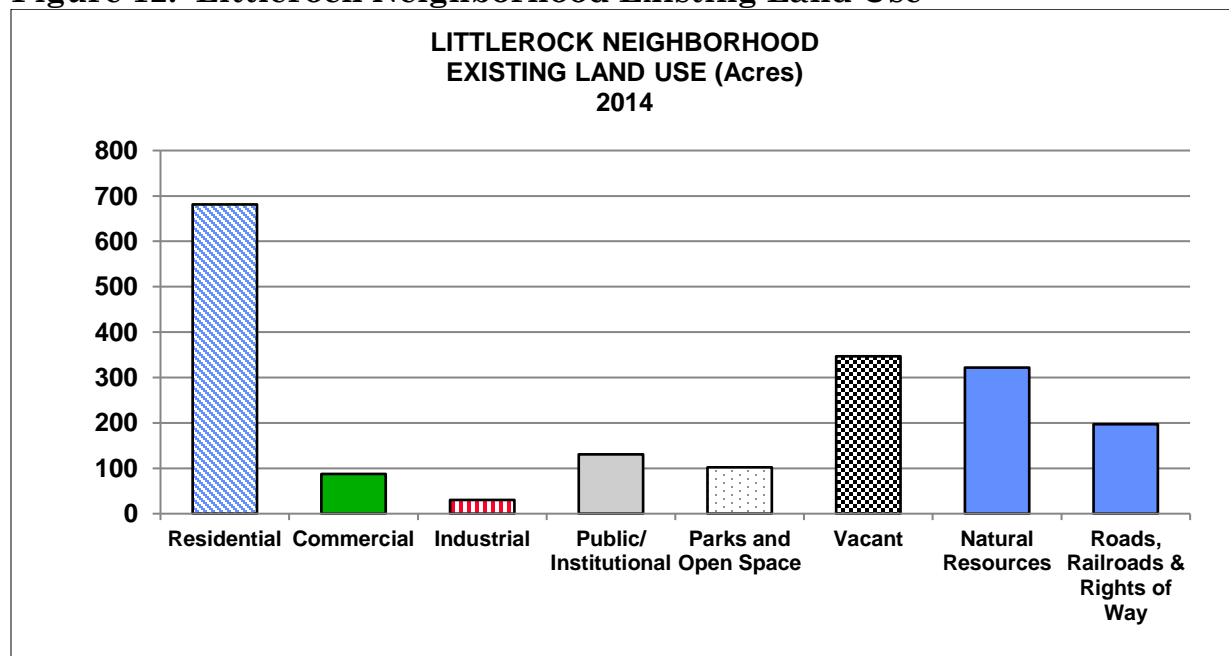
5.1 Introduction

The Littlerock Neighborhood is generally bounded on the north by the Trospen Road/Littlerock Road commercial area, , to the east by Interstate 5, to the west by Black Lake Belmore Road and the Black Lake Elementary School, and to the south by the present city limit boundary south of the Doelman farm and the Black Hills High School.

The eastern portion of this neighborhood can expect intensive commercial development within the near future. As a result, this area will probably experience significant future growth. Because of this anticipated growth, the potential exists for great changes in the **character of this neighborhood**. A subarea plan for the Littlerock neighborhood was completed in 1997 and updated in 2006 to provide a more detailed plan for this neighborhood. The updated *Littlerock Road Subarea Plan* should be referenced as a refinement of this chapter, particularly for the eastern side of the neighborhood lying along Littlerock Road.

Figure 13 illustrates the proportions of land uses that are presently within the Littlerock Neighborhood.

Figure 12. Littlerock Neighborhood Existing Land Use



Source: Thurston Regional Planning Council Buildable Lands Database – *Land Use by Planning Area*

The largest single land use in the neighborhood is residential which covers 41% of the neighborhood. The second most dominant land use is open space at 26%. Vacant land is the third largest land use in the neighborhood at 19%. The majority of the public/institutional category (7%) is taken up by the Black Lake Elementary School, the Tumwater Middle School, and the Black Hills High School. After the public/institutional category, the next most predominant land uses are commercial at 5% and industrial uses at 2%.

Littlerock Road, a minor arterial, serves as the major north-south transportation corridor in this neighborhood. Major east-west transportation routes include the 66th Avenue/70th Avenue corridor. Trosper Road and Israel Road provide an east-west link to other areas of the city. Tumwater Boulevard, presently a major arterial, connects the neighborhood with industrial uses near the Olympia Regional Airport. Both Trosper Road and Tumwater Boulevard link the Littlerock Neighborhood to the Tumwater Town Center located north of Tumwater Boulevard, south of Trosper Road and east of Interstate 5. The Glenwood Drive residential area and Gold Creek access Littlerock Road from the west.

For future road alignments in the area of the Black Hills High School, refer to the Black Hills Subarea Study, which was adopted into the Transportation Element in 2003. This detailed plan analyzes the existing transportation system in the area and provides guidance for future road projects.

For future road alignments in the Littlerock Subarea along Littlerock Road and Interstate 5 refer to the *Littlerock Road Subarea Plan* which was updated and re-adopted into the Comprehensive Plan in 2006. This detailed plan analyzes the existing transportation system in the area and provides guidance for future road projects.

Perhaps the most important transportation improvement planned for the Littlerock Neighborhood is a minor arterial, Tyee Drive that will run from Trosper Road to Tumwater Boulevard, and eventually further to the south, roughly parallel to and between Interstate 5 and Littlerock Road. The road would open up vacant land available for commercial and mixed-use development while reducing impacts along Littlerock Road itself.

A pedestrian bridge crosses Interstate 5, connects to Bishop Road, and leads to the Tumwater Middle School. This bridge is the only non-vehicular Interstate 5 crossing in Tumwater and provides an important pedestrian link between eastern and western areas of the city. Additionally, the bridge will eventually provide an important commuting link between state offices and other businesses expected to locate in the Tumwater Town Center. This bridge is identified as a part of Trail T8

in the Cities of Lacey, Olympia, and Tumwater Urban Trails Plan. The Parks, Recreation, and Open Space Plan (Element) includes the recommendations of this plan relating to this trail linkage. The Transportation Element identifies on-street linkages for trails in the Littlerock Neighborhood. The corridor along Bishop Street should be preserved for this trail linkage.

The *Littlerock Road Subarea Plan* describes a possible future trail location between Bishop Road and Tumwater Boulevard, generally located between the commercial and residential areas. The plan also includes an illustration of the possible route of this future trail. As the area along this route develops, open space dedications, when possible, should be located along this general route. Locating the open space in this manner will allow the eventual development of this pedestrian link and provide more of a buffer between the commercial and residential areas.

The Transportation Element and the *Littlerock Road Subarea Plan* make specific recommendations for transportation improvements in the Littlerock Neighborhood. These documents should be referenced for these specific improvement recommendations.

There is an existing Burlington Northern Railroad line bisecting the western portion of the neighborhood from north to south. This line is a candidate for possible future use as a recreational trail. Thurston County has acquired the southern portion of this railroad and it plans to convert it into a recreational trail.

The Parks, Recreation, and Open Space Plan (Element) and the *Littlerock Road Subarea Plan* make specific recommendations for trails, open space, and parks within the Littlerock Neighborhood. These documents should be referenced for specific recommendations that affect the Littlerock Neighborhood.

The *Littlerock Subarea Plan* is the key document for guidance in the eastern portion of the Littlerock Neighborhood. This Plan should be referenced first for goals and actions related to future land use and infrastructure planning within the eastern portion of the neighborhood.

The *Strategic Plan* also has specific goals and action strategies for the eastern portion of the Littlerock Neighborhood. The following is an excerpt from the plan:

The vision for this area is to create a mixed use “village” atmosphere that is transit-oriented and pedestrian-friendly in the south/central portion of the subarea in the vicinity of the Israel Road/Littlerock Road intersection and along Littlerock Road south to Tumwater Boulevard, with commercial areas concentrated along I-5 to provide vibrant retail opportunities for Tumwater and surrounding residents.

Key strategies for advancing this vision focus on infrastructure investment and planning, including the Littlerock Road street improvement project and Tyee Drive planning.

The *Strategic Plan* should be referred to for additional specific goals for the eastern portion of the Littlerock Neighborhood.¹

5.1.1 Economic Development Element

The Economic Development Element was adopted in 2010. It replaced the previous element, which was adopted in 1990. This element contains specific guidance and direction for land use planning within the Littlerock Neighborhood. The following is an excerpt from the Economic Development Element:

Capitol Boulevard and the Littlerock Road Subarea are important short-term economic development opportunities, as they are changing and hold significant potential for development and redevelopment. Both areas are located near entrances to the city from I-5 and their development will help to define Tumwater's image in the region. City guidance and support via targeted infrastructure investment are important priorities of this Plan to ensure that these opportunities are fully realized.

Both the Economic Development Element and the *Strategic Plan* stress the importance of infrastructure improvements within the Littlerock Road Subarea. Some of these projects are already well underway, such as the Littlerock Road street improvement project. The Tyee Drive extension has been completed from Trospen Road to Israel Road. The following is an excerpt from both plans:

1. *Use public investment and development regulations to encourage development of a village-like area in the south/central portion of the Subarea*
 - *Complete the Littlerock Road street improvement project*
 - *Do planning for the Tyee Drive extension*
 - *Revise development regulations to identify gateways and transition areas, including boundaries between zoning districts for the Subarea*
 - *Consider an additional review of the Subarea Plan to identify and*

¹ See Action Strategy D on p.19 of the *Strategic Plan*

plan for a unique street plan

- *Consider adopting a street plan for the Subarea that includes east-west connector roads between Littlerock Road and Tyee Drive*
- *Consider adopting more specific building design guidelines for the Littlerock Road Subarea, consistent with possible adoption of a village-like area in the south/central portion of the Subarea*

2. *Seek opportunities to enhance the connection between the Subarea and neighboring areas*

The Economic Development Element should be referenced for further recommendations in this neighborhood.

5.1.2 Other Considerations

Most of the vacant land within the eastern portion of the Littlerock Neighborhood has very few development limitations because of level topography and a stable underlying geology. Inversely, the western portion of the neighborhood has several very large wetlands and areas of high groundwater flooding.

City water and sewer service is available to most areas of the Littlerock Neighborhood at this time. The Capital Facilities Element identifies water and sewer extension along the north-south collector road route as a high priority.

Uses that surround the Littlerock Neighborhood include residential uses to the north, low-density residential uses in the county to the west, Interstate 5 to the east, and mostly vacant and scattered residential areas in the county to the south.

There is a large island of county land west of Littlerock Road. This area includes the neighborhood accessed by Glenwood Drive. The Littlerock Neighborhood is also adjacent to county areas to the south. Land use planning within this area is addressed through the Joint Plan. When feasible, this island should become part of Tumwater.

Portions of this neighborhood have seasonally high groundwater that can result in groundwater flooding in places. The *Littlerock Road Subarea Plan*, the *Salmon Creek Comprehensive Drainage Basin Plan*, and the *Tumwater Stormwater Comprehensive Plan* should be referenced for specific recommendations that affect groundwater, stormwater, and drainage issues within the Littlerock Neighborhood.

All uses within the Littlerock Neighborhood should follow the guidelines for groundwater protection set forth in the *Northern Thurston County Ground Water Management Plan*.

Following are discussions of each land use designation as they are applied by this plan in the eastern portion of the Littlerock Neighborhood. The *Littlerock Road Subarea Plan* should be referenced to supplement this information.

(Page 73 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

5.2 Residential/Sensitive Resource

The area near Kirsop Road has been designated Residential/ Sensitive Resource (2 - 4 Dwelling Unit/Acre) to ensure that the unique open space character and environmental sensitivity of the extensive wetlands is protected from the effects of intensive urban development. Although these large wetlands drain to both Black Lake and Trosper Lake, these drainages lack sufficient stream flow to be under the protection of the Shoreline Management Act and, therefore, lack the special protection measures afforded by the Act.

There are two urban farms located within this neighborhood and within this designation. One is an unnamed blueberry farm on the western portion of 54th Avenue and the other is Kirsop Farms on Kirsop Road. Kirsop Farms also has a secondary location on Littlerock Road near the Black Hills High School. While an urban area is generally not conducive to large-scale farming, there is certainly a role for smaller scale urban farms and community gardens. Because of the importance of food access, food security, and overall environmental sustainability, there is a role for Tumwater in encouraging a wide range of farming and gardening within Tumwater. For further information on agriculture, the Conservation Element should be referenced.

(Pages 73-74 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

5.3 Single Family Low Density Residential

Several areas within this neighborhood are suitable for the Single Family Low Density Residential designation because of existing development patterns and natural and physical constraints. The Single Family Low Density Residential designation best accomplishes the goals of preserving the existing neighborhoods while providing for development that is sensitive to the inherent limitations of the topography.

There is a very small area within the city limits located on the west side of Littlerock Road and south of the Tumwater Middle School that has been designated Single Family Low Density Residential to reflect the existing uses surrounding the site. Another small but similar area is located behind the school and has been designated Single Family Low Density for the same reasons. Most of the adjacent area (Glenwood Drive) west of Littlerock Road is under the jurisdiction of Thurston County. Please refer to the Tumwater/Thurston County Joint Plan for land use planning information for that area.

The area on the north side of 70th Avenue is characterized primarily by low, urban density single-family development. These are established neighborhoods and should be protected and preserved. In order to protect the residential atmosphere, and promote neighborhood stability and continuity, this area is designated Single Family Low Density Residential. This area includes the single-family development on Miner Drive (Gold Creek) and a number of single-family subdivisions on the north side of 70th Avenue.

A large area along the entire western end of the neighborhood has been designated Single Family Low Density. This includes most of the area west of the power line easement, which runs north to south from Littlerock Road to the substation on Trosper Road. The Black Lake Park and Black Hawk subdivisions as well as a large portion of the Doelman farm are within this area. The Doelman farm has been envisioned to develop as an urban village and has had a number of different land use designations placed on the property in order to facilitate this development vision for the property. Refer to the Multi-Family Medium Density Section of this chapter for more information on the Doelman urban village.

Where the Single Family Low Density Residential designation abuts an area designated Light Industrial, such as on Belmore Street, landscaping, screening and buffering should be used to protect the residential development from possible adverse impacts and visually separate the different uses.

(Pages 74-75 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

5.4 Single Family Medium Density Residential

The area along the south side of 70th Avenue west of Littlerock Road was once characterized by rural residential single-family development. However, within the last decade several hundred new single-family homes have been built in this area. The lots for these homes are relatively small and are consistent with the Single Family Medium Density designation. This area should remain residential in character, continuing to in-fill as densities increase over time. In order to maintain the residential atmosphere and provide a variety of affordable housing types, the Single Family Medium Density Residential designation is appropriate for this area.

The small area on the north side of 70th Avenue, south of Miner Drive, near Littlerock Road is also an appropriate location for this designation. This area is characterized by older single-family homes on large deep lots. As redevelopment of these lots occurs, the Single Family Medium Density designation would allow for platting of these lots. This would allow densities to increase over time and provide a variety of housing types in close proximity to urban services.

The area designated Single Family Medium Density Residential that is west of the Black Hills High School is a portion of a large area under a single ownership known as the Doelman farm. This property extends from Littlerock Road west to the Burlington Northern railroad corridor and it has received a mix of land use designations. The portion of this property designated Single Family Medium Density Residential should receive a planned unit development overlay zone to ensure its consistency with the overall development of this property. A more detailed discussion of policies for development of this property is contained near the end of the next Section, Multi-Family Medium Density Residential.

The area west of Littlerock Road south of Tumwater Boulevard has been designated Single Family Medium Density Residential. This area has some rural residential uses and a small single-family subdivision. It should be encouraged to infill with similar, compatible types of residential uses in order to provide a mixture of housing types for all income levels in this portion of the subarea. This area is close to the high school just west of Littlerock Road, and to a node of commercially designated land on the west side of Littlerock Road. Littlerock Road also is anticipated to be a primary transit route in this area. It is important to provide a mixture of housing types close to these needed services.

(Pages 75-77 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

5.5 Multi-Family Medium Density Residential

The area on the east side of Littlerock Road generally between the Bishop Road area and Israel Road consists of primarily residential development. Currently, this area is a mixture of single and multi-family residential development. The residential character of this area should be protected and allowed to infill and slightly increase in density. This is consistent with the recommendations of the Littlerock Road Subarea Plan to provide for housing in close proximity to planned commercial and mixed-use development to the north, east, and south, and to provide a transition between those areas and the single-family residential areas and the middle school to the west. The Multi-Family Medium Density Residential designation would best accomplish these goals.

Several areas of Multi-Family Medium Density Residential development have been located along Littlerock Road. Two of these areas are close to the high school just west of Littlerock Road, and to a node of commercially designated land on the west side of Littlerock Road. Littlerock Road is anticipated to be a primary transit route in this area. It is important to provide a mixture of housing types close to these needed services. To accomplish this, Multi-Family Medium Density Residential areas are interspersed with Single Family Medium Density Residential along this portion of Littlerock Road. These areas contain existing multi-family and single-family uses.

Where multi-family residential development abuts general commercial, landscaping, screening, and buffering should be used to protect the residential development from possible adverse impacts and to separate the different uses visually.

Additional multi-family housing units will be provided close to employment centers through the designation of a Multi-Family Medium Density Residential area on the west side of the intersection of Tumwater Boulevard and Littlerock Road. This area currently is adjacent to a manufactured home park and other residential uses.

An area north of the Laurel Park Estates Mobile Home Park has been designated Multi-Family Medium Density Residential to help provide a variety of affordable housing types within the neighborhood.

An area west of Littlerock Road near the Black Hills High School has also been designated Multi-Family Medium Density Residential. This is a portion of a large area under single ownership and known as the Doelman farm. This property extends from Littlerock Road west to the Burlington Northern railroad corridor and it has

received a mix of land use designations. These include Mixed Use, Multi-Family High and Medium Density, Single Family Low and Medium Density, Utilities and Public Institutional. In the past, this property has been a part of the Doelman dairy farming operation and it has been used primarily for growing feed and winter cattle storage. Land use designations have been assigned to this property with the purpose of creating a framework for the development of a mixed-use village, which would provide a variety of housing types close to needed services, such as commercial establishments, a high school, and a transit route along Littlerock Road.

To facilitate the development of the Doelman property according to this stated purpose, it is recommended that the multi-family designated portions of the property be developed as a Planned Unit Development. It is also recommended that development near the several wetland areas and utility transmission corridors on the property receive an overlay zone to ensure they are developed under Planned Unit Development standards. The Planned Unit Development standards require public hearings for any development that would be proposed for these areas. Clustering and density transfers using a Planned Unit Development approach should be considered where limitations for development exist. This land, developed as a Planned Unit Development, could be ideally suited for cluster construction of small lots with large open spaces of undeveloped area to preserve natural features and avoid siting residences close to high-voltage utility transmission lines.

Special attention should be paid during the design review process to maintaining a similar quality and appearance of construction throughout the village envisioned for the Doelman property.

Multiple access routes should be provided for automobile, transit, pedestrian, and bicycle transportation into the Doelman property from Littlerock Road; 81st, 70th, and 66th Avenues; and Kirsop Road to ensure adequate traffic circulation through the village. Within the village, pedestrian and bicycle routes should be emphasized to encourage their use. Street patterns should provide for numerous circulation routes through the village, and it should be designed to discourage automobile travel at speeds that are not compatible with safe pedestrian use. A pedestrian/bicycle trail should be encouraged in the Burlington Northern railroad corridor in the western portion of the property.

The Black Hills Subarea Transportation Plan was completed in 2003 through a joint effort between the Doelman family, Tumwater, Thurston County, the Tumwater School District and nearby residents. This plan has been integrated into Transportation Element and it should be referenced for specific transportation recommendations for this particular area.

The Strategic Plan and the Economic Development Element should be also referenced for guidance regarding the future development of the Doelman properties.

All multi-family development in Tumwater should be subject to specific multi-family urban design standards, which would assure compatibility of the development with the surrounding neighborhoods.

(Pages 88-89 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

6.2 Single Family Low Density Residential

The Bush Mountain residential development is located in the southern portion of the Mottman/Black Lake Neighborhood and is characterized by single-family homes on lots of five acres or larger. The Single Family Low Density Residential designation is appropriate in this area due to the nature of existing residential uses in this area.

The area north of Sapp Road consists of scattered low-density residential development that is currently rural in character. The designation of Single Family Low Density Residential would be appropriate in this area because of its location and proximity to proposed urban facilities. This area should be buffered from light industrial uses to the north. Recommendations for a buffer in this area are contained in Section 5.3.

The land west of the Burlington Northern Santa Fe Railway right of way, outside of the jurisdiction of the Shoreline Master Program, have been designated Single Family Low Density Residential. More intensive residential uses are not likely in this area due to the constraints of being adjacent to or surrounded by wetland areas and the unavailability of sewer and water service to the area. Because this area is protected by the stringent land use regulations of the Shoreline Management Act, this area would not meet the criteria required for application of the Residential/Sensitive Resource designation. It is envisioned that residential uses will eventually be phased out in the area that is surrounded by the jurisdiction of the Shoreline Master Program. Park or open space would be an appropriate long-term use of this area.

(Page 95 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

7.2 Single Family Medium Density Residential

The area south of Dennis Street and along 6th Avenue SW is a part of Tumwater's downtown neighborhood. This area forms a well-established and stable neighborhood in Tumwater. This area should and will remain residential in character, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that, over the 20-year planning period, densities will increase in this area. In order to protect the residential atmosphere, promote neighborhood stability and continuity, and provide a variety of housing types, the Single Family Medium Density designation would be appropriate in this area.

(Pages 97-105 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

7.7 Tumwater Town Center

The citizens of Tumwater envision a future downtown on 190-acres of the New Market Neighborhood bordered by Interstate 5, Tumwater Boulevard, Nicholas Street, and Israel Road. This Section of the Land Use Element Appendix offers a framework for a mixed-use, urban density, transit-supported community services center, a true downtown for a city whose urban nucleus was decimated by freeway construction in the late 1950s. This area is called the Tumwater Town Center, and it represents a component of the New Market Neighborhood.

The vision for this area includes creation of a downtown and community gathering place, a broad mix of uses, clustered development to create a critical mass for public transportation, and continuing responsiveness to regional goals for growth management and environmental protection.

In addition to the major goal of replacing the town center lost by the construction of Interstate 5, other goals of the Tumwater Town Center plan are to:

- Create a mixed-use town center consisting of commercial developments of office, retail, and service businesses, residential, educational, civic services, support facilities, and public assembly facilities.
- Site and develop new professional office facilities to build a critical mass of employment, which is critical to encouraging high-capacity public transit and discouraging the use of single-occupant vehicles.
- Create open space and park areas to preserve the area's natural resources and beauty.

Portions of this area are located in the Airport Overlay Zone. The purpose of the overlay zone in Chapter 18.32 Tumwater Municipal Code is to protect the viability of Olympia Regional Airport as a significant resource to the community by encouraging compatible land uses and densities and reducing hazards that may endanger the lives and property of the public and aviation users. The Airport Overlay Zone identifies a series of compatible use zones designed to minimize such hazards. New developments in the Airport Overlay Zone must comply with the standards of the overlay zone in addition to the standards of the underlying zoning district.

This plan is distinguished by nine elements:

1. **Land Use** – The Tumwater Town Center is envisioned to include a mix of land uses: state facilities, private commercial developments of office, retail, and service businesses, residential, educational, civic and community services, support facilities/services (i.e., childcare), public assembly, open spaces, and parking. A vibrant mixture of activity, with people potentially present 24 hours a day, is anticipated. Land uses that reinforce this activity are encouraged.

Tumwater Town Center is divided into four subareas. Each of these subareas is described below. Supporting policies provide a framework to guide future development of the Tumwater Town Center.

- A. **Mixed Use.** The goal of the Mixed Use Subarea is to provide mixed retail, office, and residential uses at a level of intensity sufficient to support transit services and to provide a focus for the town center. A broad mix of land uses should be allowed, including retail, offices, services, restaurants, entertainment, lodging, community facilities and residential. The following percentages represent a desirable mix of ground floor land uses for this subarea. These percentages are intended to monitor the development of the entire Mixed Use Subarea over time. It is not the intent to apply these percentages to individual development proposals.

Office – 45%

Retail – 40%

Residential – 15%

Mixed Use Policies:

- Consider use of incentives and zoning requirements for mixed-use developments that incorporate retail or office uses on the ground floor with services or housing on upper stories.
- New Market Street is designated as the main street for the Tumwater Town Center. Encourage retail uses along this street. Consideration should be given to adopting zoning code requirements for ground floor retail as a component of land development projects on New Market Street to promote development of a concentrated shopping area that serves as an activity, people oriented focus to the town center.

- Buildings should be oriented toward the street and other public spaces. Where a lot is adjacent to more than one street, and one of the streets is New Market Street, buildings should be oriented toward New Market Street. Building facades should provide visual interest to pedestrians. Street level windows, minimum building setbacks, on-street entrances, landscaping, and articulated walls should be encouraged.
- Encourage public and private sector cooperation in providing capital investment, such as parking and street improvements that contribute to encouraging new business to locate in the town center.
- Initiate a capital improvement strategy to implement pedestrian and street improvements, gateway and other beautification projects, and parks and other civic facilities in the town center. Refer to the action items identified in the *Tumwater Town Center Street Design Plan* as a starting point in developing such a strategy.
- Among the existing uses in this area are an underground petroleum pipeline and a United Parcel Service distribution facility and a fabrication and assembly facility. New zoning standards for the town center should allow the distribution, fabrication and assembly facilities to remain as conditional uses. Future additions or expansions of these facilities of up to 50% of the existing floor space should be allowed subject to design and development standards to ensure compatibility with the surrounding area.

- B. **Professional Office.** The goal of this subarea is to provide an area for large professional office buildings in close proximity to transit and arterial and collector roadways. This subarea is intended to provide for employment growth in professional, business, health, and personal services.

Professional Office Policies

- Encourage retention, location, and expansion of professional, financial, and commercial office land uses for personal and business services.

- Provide opportunities for complementary retail uses within office structures.

- C. **Civic.** Existing civic land uses include the Tumwater City Hall, Tumwater Timberland Library, and the new Tumwater Headquarters Fire Station. The goal of this subarea is to provide civic uses that provide identity and focus for the Tumwater Town Center.

Civic Policies

- Encourage development of buildings and public spaces within the Civic Subarea that can provide civic functions.

- D. **Residential.** The goal of the Residential Subarea is to provide for a high quality, high-density living environment within walking distance of jobs, shopping and public transportation.

Residential Policies

- Encourage the development of housing in the Tumwater Town Center to support business activities and to increase the vitality of the area.
- Encourage a mix of housing choices to create variety in residential opportunity and to maintain a jobs/housing balance within the Tumwater Town Center, to make the town center a people place in the early morning, daytime and evening hours.
- Encourage a variety of well-designed housing styles.
- Apply development standards and guidelines to promote aesthetically pleasing, private, safe, and comfortable housing through design and open space.

2. **Density and Scale** – The area should consist of multi-story buildings that will define a new town center for Tumwater. The density should be greatest along New Market Street. Such density is needed to accommodate predicted future use demands and create the development pattern. Further, the density is desirable to create a critical mass of potential transit ridership.

3. **Architectural Character – Creation of an urban character that is not rural or suburban is key.** Buildings should front directly on designated main streets where possible. Overhangs and awnings could provide pedestrian protection and link individual buildings. Parking should not disrupt building activity and should be located unobtrusively. Design review guidelines and development standards have been developed for this area to facilitate its future development as a town center. These standards require urban features, such as wide sidewalks, zero setbacks and public plazas. Future development should be encouraged to install benches, kiosks and other street furniture to provide a unifying element and aid in developing the pedestrian scale of the area.
4. **Landscaping and Open Space –** A plaza, central square or commons should be provided as a gathering place in the Tumwater Town Center. Visual pedestrian features, e.g., fountains, sculptures and other focal points that will draw people to this type of facility should be considered. A centrally located site that could be re-developed as a plaza is the current City maintenance shop site located south of City Hall.

The Parks, Recreation, and Open Space Plan (Element) calls for a neighborhood park to be developed in a central location within the downtown area. The element specifically calls for this park to be oriented toward passive recreation. A potential site for a neighborhood park should be identified.

Open space corridors with trails should be provided throughout the Tumwater Town Center area. Specific routes for trails/walkways should be identified. Routes should connect other open space or landscaped areas. Connection of land uses provides for activity throughout the town center at all times of the day and night. Existing City open space and landscaping standards should be required for new developments locating in the city center area. Funding alternatives for public open space areas should be explored.

Consolidation of open space areas in the Tumwater Town Center into a specific area may be considered as an alternative to providing small pockets of open space throughout the town center.

5. **Lighting and Signage –** Lighting and signage should provide a consistent and distinguishable character to the area. Architectural features and focal buildings will define primary destinations and access points. Signage and lighting should add to those features by providing

information, orientation, and safety. Of particular importance will be transit signage. Transit shelters and other facilities should be consistent with the **city center character** and meet the needs and standards of Intercity Transit. Lighting must not create any navigational hazards for the Olympia Regional Airport.

6. **Circulation** – The *Tumwater Town Center Street Design Plan* identifies locations, alignments, and streetscape designs for town center streets. This plan incorporates three types of streets: Main Street (New Market Street), Green Streets (71st and 73rd Avenues), and Connector Streets (additional north-south streets). The street plan provides for numerous multi-modal transportation connections into and through the area.

New Market Street and other north-south streets identified in the street plan should be extended to permit circulation route alternatives between Tumwater Boulevard and Israel Road; 71st and 73rd Avenues should be extended to provide east-west street connections linking the town center to Linderson Way to the west, and Cleanwater Lane and Capitol Boulevard to the east. Streets through the area in both north to south and east to west directions will encourage growth of retail services, housing and commercial/residential mixed-use projects. The streets should also enhance transit service alternatives and increase pedestrian activity. Walkways throughout the Tumwater Town Center should be wide and generous to provide pedestrian-friendly access and circulation.

7. **Utilities** – All utilities are available to the area. Electrical power, natural gas, water, storm drainage, and sanitary sewer systems will require upgrading and extension to complete the utility service system. The concept for distribution follows existing and new public rights-of-way.

The subsurface conditions in the area are significant to the Tumwater Town Center's development. Groundwater is at relatively shallow depths, typically about ten feet. Surface materials are highly permeable and they will require significant storm drainage retention/detention systems as part of the area's development. Options for addressing storm drainage should be explored. One alternative is to provide a regional storm drainage facility on property located outside of the neighborhood. Another option is to incorporate low impact development techniques to minimize stormwater runoff in conjunction with storm drainage facilities for individual developments. Design and aesthetic standards should be developed to ensure the facilities are safe (i.e. not too steep)

and aesthetically pleasing. Utility improvements are envisioned to be concurrent with proposed development.

8. **Street Design** – The *Tumwater Town Center Street Design Plan* identifies design standards for town center streets. Its principle elements are summarized below. Please refer to the street design plan for specific standards for each street.

Main Street

New Market Street will form the town center's activity spine, linking public facilities at the north to mixed-use and retail business at the south. It is envisioned as a traditional main street, with curbside parking and small retail on the first floor of zero-setback mixed-use buildings. In order to attract businesses and customers along this corridor and to interface with fast-paced Tumwater Boulevard, the southern part of the town center should develop as larger retail stores, with excellent visibility and access from Tumwater Boulevard.

New Market Street will provide an excellent pedestrian environment with extended sidewalks (curb bulbs) at intersections and mid-block crosswalks. Small-scale street trees, street furniture, landscaping, and accent paving will enhance the pedestrian experience.

East/West Green Streets

The east/west green corridors, 71st and 73rd Avenues, will be the opposite of the **main street in character**. The wide right-of-way will be mainly dedicated to landscaping and pedestrian and bicycle traffic. The corridors will provide the residences and offices with an attractive setting and connect them to the highly active main street. With heavy, informal landscaping, these corridors will provide a more peaceful promenade environment, a unique feature in a town center of this size.

Connector Streets

Connector streets that provide convenient access and, in some cases, on-street parking complete the proposed street grid. In terms of **design character**, these streets serve to unify the town center with uniform street trees and paving.

Gateways

Gateways are recommended at the intersections of Israel Road/Capitol Boulevard, Israel Road/New Market Street, New Market Street/Tumwater Boulevard, Tumwater Boulevard/Linderson Way, and Linderson Way/Israel Road. Gateways should reflect **the traditional character** of the town center's public buildings, and the general design should be adaptable to the configurations of the different intersections.

Streetscape Elements

Streetscape elements will provide both continuity and variety. Street lights as described in the Tumwater Town Center Street Design Plan, colored crosswalk pavements, concrete sidewalks, and standardized street furniture finished in Tumwater's signature dark green color will be the unifying elements. To provide variety, the main street will feature special accent pavements, small-scale street trees, raised planters, banners, and trellises. Contrasting informal landscaping and gently curving sidewalks will give the green streets a **more campus-like character**.

9. **Parking** – Parking alternatives should be explored. On-street parking should be accommodated in the Tumwater Town Center. The City should work with Intercity Transit to identify possible sites for the eventual construction of a transit center. One or more parking garages should be considered. Possible sites, funding options, and design features (e.g. first floor retail) should be evaluated. Development standards for surface parking lots and parking garages will be developed in the design review guidelines for the area. Several concepts the City should consider are provided below.
 - Limit the amount of street front surface parking lots, with no surface parking lots on New Market Street.
 - Limit curb cuts to minimize the apparent width of parking lots.
 - Adopt design guidelines that will apply to parking structures that face the street, unless such structures are located underground.
 - Require parking structures to be located behind building.
 - Allow parking structures to be located along the street if the ground floor is utilized for retail use.
 - Restrict surface parking lots on corners so that buildings are the

- dominant features of the intersection.
- Require parking facilities to be designed so that access is from an alley or from a street at locations that do not conflict with pedestrian circulation. Maximize on-street parking for customer short-term use to provide a pedestrian-friendly environment; develop standards for on-street parking areas.

(Pages 111-113 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

8.3 Single Family Medium Density Residential

The residential areas east of Capitol Boulevard and north of Dennis Street, form a well-established and stable neighborhood in Tumwater. This area should and will remain residential in character, continuing to infill with residential uses on the good building sites that are still vacant. It is anticipated that over a 20-year period, densities will increase in this area. In order to protect the quiet residential atmosphere, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate for these areas.

Portions of this area are located in the Airport Overlay Zone. The purpose of the overlay zone in Chapter 18.32 of the Tumwater Zoning Code is to protect the viability of Olympia Regional Airport as a significant resource to the community by encouraging compatible land uses and densities and reducing hazards that may endanger the lives and property of the public and aviation users. The Airport Overlay Zone identifies a series of compatible use zones designed to minimize such hazards. New developments in the Airport Overlay Zone must comply with the standards of the overlay zone in addition to the standards of the underlying zoning district.

Two areas, one located on Tumwater Boulevard southeast of the Silver Ridge residential subdivision, and the other area on Henderson Boulevard northwest of the intersection of Henderson Boulevard and 68th Avenue SE, have been designated Single Family Medium Density. The close proximity to the businesses and job opportunities available in the Tumwater Town Center and the neighboring Neighborhood Commercial areas make both these areas logical locations for moderately dense single-family homes.

The area located between Interstate 5 and Capitol Boulevard, north of Dennis Street and south of West V Street is also an area of well-established single-family homes. In order to protect the residential atmosphere, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate for this area.

Where commercial development is adjacent to residential areas, landscaping, screening, and buffering should be used to protect the residences from possible adverse impacts. Existing trees and other vegetation and landscaping of aesthetic value should be preserved wherever possible. The overall intent of these measures should be to visually separate the residential from the commercial uses and aid in discouraging through traffic from using the residential streets.

There are approximately 90 homes with roughly 200 residents within the residential area accessed via West X Street. West X Street is the only access point for all of these homes. For health and safety reasons, as well as convenience for the residents of the neighborhood, a second access point to this particular neighborhood is necessary. 7th Avenue should be improved and connected between 65th Way and West Y Street through either a City project or when development occurs adjacent to the site. Steps should be taken to ensure the adjacent commercial uses to the west do not utilize this road on a regular basis. Steps can include, but are not limited to, restricting the adjacent commercial access points on the 7th Avenue frontage to gated emergency access only. Additional recommendations for this area are contained within the *Capitol Boulevard Corridor Plan*.

The area south of the Bonneville Power easement, east of Linderson, should be preserved in order to buffer the residences to the south from commercial uses. This area contains mature trees and vegetation that would provide a suitable natural buffer.

Many of the single-family areas within the SE Capitol Boulevard Neighborhood will probably experience pressures for higher density in the future as the need for housing increases in this area of Tumwater because of the development of the Tumwater Town Center. The Tumwater Town Center will result in a significant increase in the number of people working in the area. These people will probably be interested in obtaining housing near where they work. It is expected that pressures for commercial conversion of property will decrease due to the availability of large areas of vacant commercially zoned properties to the west along Littlerock Road.

(Page 129 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

10.2 Residential/Sensitive Resource

The area west of Rural Road south of Sapp Road has been designated Residential/Sensitive Resource (2 - 4 Dwelling Units/Acre) to ensure that the **unique open space character** and environmental sensitivity of Percival Creek is protected from the effects of intensive urban development. Most of the southern portion of Percival Creek lacks sufficient stream flow to be under the protection of the Shoreline Management Act and, therefore, lacks the special protection measures afforded by the Act. However, Percival Creek connects two areas of the city that are under the protection of the Shoreline Management Act: Trosper Lake and the Black Lake Drainage Ditch/Percival Creek Lower Reach.

Areas in the 100-year flood plain have been designated Parks/Open Space to ensure consistency with the Conservation Element. Areas outside of the 100-year flood plain, however, should receive a land use designation that would be low intensity yet still allow for development on sanitary sewer in order to protect Percival Creek and the groundwater in this area.

This designation is also appropriate for a large area west of Lambskin Street along the south side of 54th Avenue. This area includes a relatively large amount of sizeable wetlands associated with Fishpond Creek, which drains into Black Lake and Trosper Lake.

(Page 130 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

10.4 Single Family Medium Density Residential

The area east and north of the Beehive Industrial Park, has been designated Single Family Medium Density Residential. It is anticipated that this area will develop slowly due to the need for the extension of roads, water, and sewer, and topographical limitations for construction such as poorly drained soils and low areas. Most of the property is presently vacant. As the remaining portion of this area is developed, it should be buffered from industrial uses in the Beehive Industrial Park. Clustering and density transfer should be considered where limitations for development exist.

The area west and north of Barnes Lake forms a well-established and stable neighborhood in Tumwater. **This area should and will remain residential in character.** It is anticipated that over a 20 year time period densities will increase in this area. In order to protect the **quiet residential atmosphere**, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.

To protect the residential character of this neighborhood, physical buffers should be established to minimize the impact of the commercial development along Trooper Road. These buffers should be provided as new commercial development occurs. These buffers could take many forms, but their overall intent should be to visually separate the residential from the commercial uses and aid in discouraging through-traffic from using the residential streets.

(Pages 130-131 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

10.5 Multi-Family Medium Density Residential

The area south of Barnes Lake is dominated by the Barnes Lake Park condominium development. The Multi-Family Residential Medium Density designation best reflects this current use and it will serve as an appropriate designation for the future. To protect the residential character of this neighborhood, physical buffers should be established to minimize the impact of the commercial development along Trospers Road. These buffers could take many forms, but their overall intent should be to visually separate the residential from the commercial uses and aid in discouraging through-traffic from using the residential streets.

Near Schoth Road, south of Trospers Road, are some duplexes and a few single-family homes that have deteriorated over the years. This area has been designated Multi-Family Medium Density Residential as it is envisioned that these uses will transition to higher density residential uses as development in the area increases.

The area east of Barnes Lake and west of 2nd Avenue is an area that is transitioning from older single-family large lot residential uses to multi-family uses. This trend is likely to continue in the future, and the Multi-Family Medium Density Residential designation would best anticipate this trend.

Clustering and density transfer using a Planned Unit Development should be considered where limitations for development exist in this area. The land, developed as a Planned Unit Development, could be ideally suited for cluster construction of small lots with large open spaces of undevelopable area.

(Page 141 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

11.2 Residential/Sensitive Resource

The area north of Sapp Road, east of RW Johnson Boulevard, south of Somerset Hill Drive, and west of Crosby Boulevard has been designated Residential/Sensitive Resource (2-4 Dwelling Units/Acre) to ensure that the **unique open space character** and environmental sensitivity of Percival Creek is protected from the effects of intensive urban development. Most of Percival Creek lacks sufficient stream flow to be under the protection of the Shoreline Management Act; and, therefore, lacks the special protection measures afforded by the Act.

However, Percival Creek connects two areas of the city that are under the protection of the Shoreline Management Act: Trosper Lake and the Black Lake Drainage Ditch/Percival Creek Lower Reach. Areas in the 100-year flood plain have been designated Parks/Open Space to ensure consistency with the Conservation Element. Areas outside of the 100-year flood plain, however, should receive a land use designation that would be low intensity yet still allow the area to be developed on sanitary sewer in order to protect Percival Creek itself and the groundwater in the area.

(Page 142 of the Comprehensive Plan Land Use Element Neighborhood Appendix)

11.4 Single Family Medium Density Residential

The area east of RW Johnson Boulevard, south of Mottman Road is known as the Firland development. This development consists of houses on small lots. Phase II of the Firland subdivision has been constructed east of RW Johnson Boulevard and south of Somerset Hill Drive. The Single Family Medium Density best reflects the existing use of this area. Existing and future residential uses in this area should be protected from impacts from industrial uses using buffering and other means where possible. Additionally, truck traffic should be discouraged from traveling through these residential areas.

The area of Somerset Hill Drive, west of Crosby Boulevard is a well-established, single-family neighborhood with some duplex development. The Single Family Medium Density designation would best reflect the current use of this area and would allow for possible future infill that is compatible with the existing neighborhood. Areas adjacent to the Parks/Open Space designation of Percival Creek would not meet the criteria established for application of the Residential/Sensitive Resource Designation (2 - 4 Dwelling Units/Acre).

The residential areas of the Tumwater Hill Neighborhood west of Interstate 5 form a well-established and stable neighborhood in Tumwater. This area should and will remain residential in character, continuing to in-fill with residential uses on the good building sites that are still vacant. It is anticipated that, over a 20-year period, densities will increase in this area. In order to protect the quiet residential atmosphere, promote neighborhood stability and continuity, and provide a variety of affordable housing types, the Single Family Medium Density designation would be appropriate in this area.

3. **Thurston Climate Mitigation Plan – Update greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311**

Summary

The proposal is a City sponsored review for potential amendments to the goals, policies, and actions in the Conservation Element of the Comprehensive Plan to address HB 2311 and support the City's acceptance of the *Thurston Climate Mitigation Plan*.

Proposal

1. Review the Comprehensive Plan Conservation Element to determine if amendments are needed to address HB 2311.

Sponsor

City of Tumwater

Background

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

The City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review. The Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Conservation Element to determine if specific amendments were needed at this time.

Climate change is already affecting the Thurston region with such things as hotter summers, wildfire smoke, and flooding affecting health, homes, and businesses. Meeting the challenge of climate change will involve transforming the City and the larger Thurston region with participation from every segment of society. In addition, it will require a conversation about how the City can best enable and empower its

residents to build a future in which all parts of the community have the opportunity to thrive.

The *Sustainable Thurston Plan* adopted by the Thurston Regional Planning Council in 2013 and subsequently accepted by the cities of Lacey, Olympia, and Tumwater, set a goal for the Thurston region to move toward carbon neutrality, recommended supporting emissions reduction targets through 2050, and identified the creation of a regional climate action plan as a first action step.

The regional climate action plan consists of two parts:

1. The *Thurston Climate Adaptation Plan* adopted by the Thurston Regional Planning Council in January 2018; and
2. The *Thurston Climate Mitigation Plan* accepted by the City of Tumwater and Thurston County and the cities of Olympia and Lacey in January 2021.

Climate mitigation refers to strategies and actions that take heat-trapping greenhouse gases like carbon dioxide out of the atmosphere or prevent them from entering the atmosphere in the first place. The amount of greenhouse gases emitted is directly related to how warm the planet will get. The more emissions produced the more severe and damaging the climate change impacts.

Reducing or mitigating emissions locally will help to limit the amount of warming experienced globally and will result in fewer negative impacts on the City and Thurston region. Reducing emissions can help protect the health and safety of the City residents and the Thurston region's infrastructure.

The sources of greenhouse gas emissions in Thurston County include:

- **Buildings and energy**, including electricity and natural gas consumption. (57% of the total)
- **Transportation and land use**, including vehicle travel and fuel consumption. (32% of the total)
- **Waste and wastewater**, including solid waste management and wastewater treatment. (5% of the total)
- **Agriculture and forests**, including animal farming and land fertilization. (2% of the total)

- **Other sources**, such as refrigerant use, street lighting, and deforestation. (4% of the total)

Currently, the majority of the Thurston region's contributions to climate change come from powering, heating, and cooling its buildings and driving vehicles. The built environment and transportation account for 89 percent of the county's total emissions. Emissions related to solid waste disposal, wastewater treatment, agriculture and land use, and refrigerant leakage also contribute to Thurston County's total, but a much smaller portion.

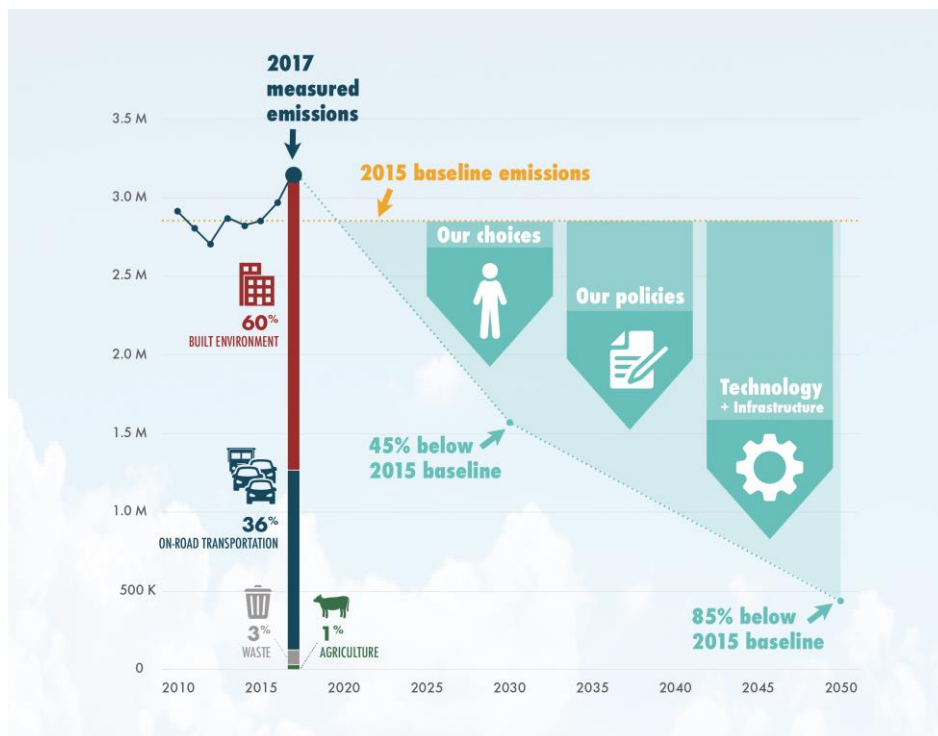


Figure 4. *Thurston Climate Mitigation Plan* Greenhouse Emissions Reduction Targets.

While population growth accounts for some recent increases, it cannot explain it all. While the population of Thurston County increased 3.6 percent since the 2015 baseline year, per-capita emissions increased nearly eight percent over the same period.

The *Thurston Climate Mitigation Plan* includes strategies and actions the City can take to make measurable progress toward greenhouse gas emission reduction goals, while maintaining, and potentially improving, the quality of life in the region. The primary focus of the Plan is to identify strategies and actions that will enable the City and the Thurston region to work collectively to minimize the causes of climate change.

To that end, in 2018 all four jurisdictions adopted the shared emissions reduction targets below.

Emissions Reduction Targets

Reduce net communitywide greenhouse gas emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050 to ensure that our community does its part to keep the global average temperature from rising more than 2° Celsius (3.6°) above historic levels.

As part of the 2019 Comprehensive Plan map and text amendments, the City Council adopted the following policy in the Conservation Element of the Comprehensive Plan:

Conservation Element Policy C-1.6: *Reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C.*

The state adopted HB 2311 on June 11, 2020, which updated the states emissions goals for consistency with the most recent assessment of climate change science. HB 2311 updated RCW 70.235.020 to reflect new emission reduction targets from 1990 levels to new levels for 2020, 2030, and 2050.

The state new targets with HB 2311 are:

- 2020 - reduce to 1990 levels
- 2030 - 45% below 1990 levels
- 2040 - 70% below 1990 levels
- 2050 - 95% below 1990 levels and achieve net zero emissions

When the targets for the *Thurston Climate Mitigation Plan* were proposed in 2019, the goals of the plan were more ambitious than the state, but now they are not. If HB 1099 had passed last session, Comprehensive Plans would have been required to include a climate change element consistent with the state target, and the City likely would have been looking at an amendment to the *Thurston Climate Mitigation Plan* target to go to net zero by 2050. Since that bill did not pass, these updates are discretionary. Some jurisdictions are choosing to use the state goals in their periodic updates, and the guidance under development by the Washington State Department of Commerce will be focused on the state target.

Comprehensive Plan Review

Community Development Department staff reviewed the Conservation Element of the Comprehensive Plan and identified the following Conservation Element

2022 Comprehensive Plan Map and Text Amendments and Corresponding Rezones
Final Docket (Ordinance No. O2022-003)

Page 107

Comprehensive Plan policies that support the implementation of the *Thurston Climate Mitigation Plan*:

Conservation Element Policy C-1.6: *Reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C.*

Conservation Element Policy C-1.7: *Implement the strategies contained in the most recent version of the accepted Thurston Climate Mitigation Plan.*

Planning Commission Conclusions

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process.
2. The City's current emission reduction targets are from the *Thurston Climate Mitigation Plan* and they were adopted into the Conservation Element of the Comprehensive Plan in 2021.
3. The City's current emission reduction targets used 2015 as a baseline, while HB 2311 used 1990. Translating the 1990 baseline to the 2015 baseline is complicated.
4. There currently are regional discussions about pursuing changes to the Countywide Planning Policies to include climate-focused policies that are more explicit, as well as amendments to the *Thurston Climate Mitigation Plan*.
5. Based on the above review and analysis, the Planning Commission concluded that any substantial amendments to the Comprehensive Plan to address the requirements of HB 2311 should be included in the required 2022 – 2025 ten-year Comprehensive Plan periodic update process that will start in the fall of 2022.

Planning Commission Recommendation

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address the requirements of HB 2311 be done at this time.
2. The Planning Commission recommended that amendments to address HB 2311 be part of the required 2022 – 2025 ten-year Comprehensive Plan periodic update that will start in the fall of 2022 that is due June 2025.

General Government Committee Recommendation

1. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

4. Essential Public Facilities Amendments

Summary

The proposal is a City sponsored review of the potential for amendments to the goals, policies, and actions in the Lands for Public Purposes Element of the Comprehensive Plan and TMC Title 18 *Zoning* to allow an expansion of the area in the City that would allow for essential public facilities such as inpatient facilities including substance abuse facilities. These essential public facilities uses include, but not limited to, intensive inpatient facilities, long-term residential drug treatment facilities, and recovery house facilities.

Proposal

1. Review the Comprehensive Plan Lands for Public Purposes Element and TMC Title 18 *Zoning* to determine if amendments are needed to address essential public facilities such as inpatient facilities in the City.

Sponsor

City of Tumwater

Background

The City Council placed the proposed Comprehensive Plan amendment and rezone on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

The City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review. The Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Lands for Public Purposes Elements to determine what specific amendments were needed to address essential public facilities such as Inpatient facilities including substance abuse facilities (including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities).

The potential amendments are in response to the possible expansion of an existing nonconforming inpatient facility use in the City. Community Development Department staff reviewed the potential for amendments to the Lands for Public Purposes Element of the Comprehensive Plan and to TMC Chapter 18.56 *Conditional Use Permits*. Such amendments would be needed to address essential public facilities such as inpatient facilities including substance abuse facilities, including but not limited to: intensive inpatient facilities, long-term residential drug treatment facilities, and recovery house facilities.

Chapter 3 of the Lands for Public Purposes Element of the Comprehensive Plan contains the discussion of the essential public facilities. The discussion is similar to the language in TMC Chapter 18.56 *Conditional Use Permits*, so if amendments were proposed to Chapter 3 of the Lands for Public Purposes Element, they would need to be reflected in TMC Chapter 18.56. The goals, policies, and actions of the Land Use and Lands for Public Purposes Elements are silent on essential public facilities.

“Inpatient facilities including substance abuse facilities” have an Essential Public Facility Code of “F.” Such uses are allowed in the Multi-Family Medium Density Residential (MFM), Multi-Family High Density Residential (MFH), Mixed Use (MU), Capitol Boulevard Community (CBC), Neighborhood Commercial (NC), and General Commercial (GC) land use designations as a conditional use.

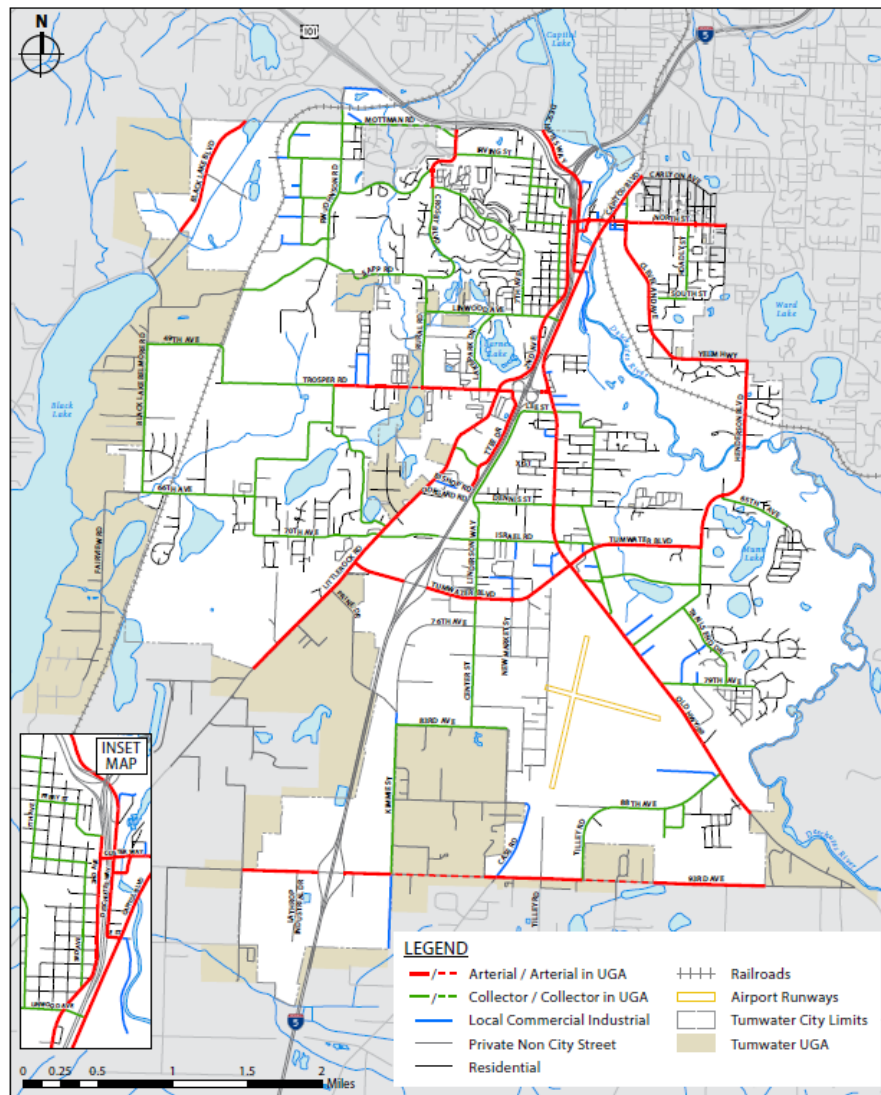
Chapter TMC 18.56 Conditional Use Permits includes the regulations that govern essential public facilities. “Inpatient facilities including substance abuse facilities” have an Essential Public Facility Code of “F.” Such uses are allowed in the Multifamily Medium Density Residential (MFM), Multifamily High Density Residential (MFH), Mixed Use (MU), Capitol Boulevard Community (CBC), Neighborhood Commercial (NC), and General Commercial (GC) zone districts as a conditional use.

The regulations are similar to the language in the Lands for Public Purposes Element, so if amendments were proposed to TMC Chapter 18.56 they would need to be reflected in Chapter 3 of the Lands for Public Purposes Element. Proposed amendments to TMC 18.56.140 “E” Uses would need to be addressed at the same time as the Comprehensive Plan amendments through another ordinance.

Community Development Department staff considered four potential kinds of amendments to allow for an expansion of where essential public facilities such as inpatient facilities could be allowed in the City:

1. Process a Comprehensive Plan Map Amendment and Associate Rezone for the subject properties.

2. Amend the Comprehensive Plan and TMC Title 18 *Zoning* to allow the proposed use in the Single Family Low Density Residential (SFL) land use designation and zone district.
3. Create an Overlay Zone that would allow the proposed use in a limited area of the City.
4. Creating a Citywide Overlay Zone that would allow the proposed use along arterials as defined by the City's Transportation Plan. See Figure 6 below.



CITY OF TUMWATER
Transportation Master Plan

Figure 2
Roadway Functional Classification

Figure 5. Roadway Functional Classification

Comprehensive Plan Review

Community Development Department staff reviewed the Comprehensive Plan Lands for Public Purposes Element. The goals, policies, and actions of the Land Use and Lands for Public Purposes Elements are silent on essential public facilities.

Zoning Code Review

Community Development Department staff reviewed the essential public facilities regulations found in TMC 18.56.140 “E” Uses for consistency with the proposed Comprehensive Plan text amendments.

Planning Commission Conclusions

1. The Planning Commission reviewed the potential for including amendments to the Comprehensive Plan in the 2022 Comprehensive Plan text amendment process with the input of the Planning Commission.
2. The Planning Commission reviewed the four potential kinds of amendments that could be required to allow for the potential expansion of an essential public facilities; such as inpatient facilities, including substance abuse facilities uses and concluded that there was not sufficient Community Development Department staff resources available this year to adequately evaluate the potential impacts and conduct the appropriate level of public engagement.
3. Based on the above review and analysis, the Planning Commission concluded that any substantial amendments to the Comprehensive Plan to address the potential expansion of an essential public facilities such as inpatient facilities including substance abuse facilities uses in the City should be included in the required 2022 – 2025 ten-year Comprehensive Plan periodic update process that will start in the fall of 2022.

Planning Commission Recommendation

1. The Planning Commission recommended that no amendments to the Comprehensive Plan to address the requirements of HB 2311 at this time.
2. The Planning Commission recommended that amendments to the Lands for Public Purposes Element of the Comprehensive Plan and to TMC Chapter 18.56 *Conditional Use Permits* be considered as part of the next Washington State Growth Management Act required 2022 – 2025 ten-year Comprehensive Plan periodic update that will start in the fall of 2022 that is due June 2025.

General Government Committee Recommendation

1. The General Government Committee held a briefing the Planning Commission’s recommendation on Ordinance No. O2022-003 on October 12,

2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

5. Comprehensive Plan Map Amendment and Corresponding Rezone to Change Triangle West of the Dennis Street SW and Linderson Way SW Intersection

Summary

The City is proposing a Comprehensive Plan map amendment and corresponding rezone for an approximately 0.30-acre portion of one parcel that totals 5.73-acres located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (Portion of Thurston County Assessor Parcel Number 1270-32-40303). The City's proposal is to change the current Single Family Medium Density Residential (SFM) Comprehensive Plan map designation of the parcels to Multi-Family High Density Residential (MFH).

Proposal

1. Amend the City-Wide Land Use Map to change the current Comprehensive Plan land use map designation of the property from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH).
2. Amend the City-Wide Zoning Map to change the current zone district of the property from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

Sponsor

City of Tumwater

Location

6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW

Parcel Number

Portion of Thurston County Assessor Parcel Number 1270-32-40303

Property Size

Part of 5.73-acre parcel, approximately 0.30-acres

Current Comprehensive Plan City-Wide Land Use Map Designation

The current land use designation for the proposed amendment area is Single Family Medium Density Residential (SFM). See Appendix 5.1 – *Maps* for the current Comprehensive Plan City-Wide Land Use Map (Map 5A).

Surrounding Land Use Map Designations, Zone Districts, and Existing Land Uses

North

Land Use Map Designation: Interstate 5

Zone District: Interstate 5

Current Land Use: Interstate 5

East

Land Use Map Designation: Single Family Medium Density Residential (SFM)

Zone District: Single-Family Medium Density Residential (SFM)

Current Land Use: Linderson Way SW, Dennis Street SW, and single-family dwellings

South

Land Use Map Designation: Multi-Family High Density Residential (MFH)

Zone District: Multifamily High Density Residential (MFH)

Current Land Use: Multifamily development

West

Land Use Map Designation: Interstate 5

Zone District: Interstate 5

Current Land Use: Interstate 5

Constraints/Environmental Issues

The proposed amendment area does contain the “more preferred” soils for the protected Mazama Pocket Gopher, so critical area site analyses would need to be completed before future development could occur.

Background

In 2019, Community Development Department Permit Division staff proposed a cleanup of the City-Wide Land Use Map and City-Wide Zoning Map. Figure 8 below contains a portion of the 1984 Zoning Map. Linderson Way SW used to run along the freeway all the way to Israel Road. When the road location was changed, the zone district was not changed

The City Council placed the proposed Comprehensive Plan amendment on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their

January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included the proposal in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments, Community Development Department staff reviewed the amendment and prepared the staff report with a recommendation.

Approval of the amendment would result in a Comprehensive Plan map amendment that would change the proposed amendment area from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to the Multi-Family High Density Residential (MFH) Comprehensive Plan map designation. The corresponding rezone would change the proposed amendment area from the Single-Family Medium Density Residential (SFM) zone district to the Multifamily High Density Residential (MFH) zone district.

Review and Approval Criteria

Comprehensive Plan map amendments are subject to the criteria below from Tumwater Municipal Code (TMC) 18.60.025(B):

1. *All amendments to the comprehensive plan must conform with the requirements of the Washington State Growth Management Act, Chapter 36.70A RCW, and all amendments for permanent changes to the comprehensive plan must be submitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.*

The proposed amendment being considered is in accordance with the City's annual Comprehensive Plan amendment process, as required by RCW 36.70A. If the amendment is approved by the City Council, the proposed amendment will be submitted to the Washington State Department of Commerce pursuant to RCW 36.70A.106.

The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act as follows:

- (1) *Urban growth. Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.*

The proposed amendment occurs near the central urban area of the City 0.25 miles from the Intercity Transit 12 West Tumwater and 13 East Tumwater lines. Utilities including sewer and water are in the immediate vicinity. The site is close to services. The proposed amendment could provide more housing in close proximity to services and jobs.

- (2) *Reduce sprawl. Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.*

The proposed amendment is consistent with this goal, as it would allow for residential uses in close proximity to jobs and services. The requested Multi-Family High Density Residential (MFH) land use designation and zone district is the most intense multifamily designation and zone district in the City at 14 to 29 dwellings per acre.

- (3) *Transportation. Encourage efficient multimodal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.*

Linderson Way SW and Dennis Street SW are designated collectors in the City's Transportation Plan. Future development of the site would trigger frontage improvements. The location is good for higher intensity residential uses because of its connectivity for multimodal transportation options.

- (4) *Housing. Encourage the availability of affordable housing to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.*

The proposed Comprehensive Plan map amendment and corresponding rezone would allow for an enhancement in the variety of housing stock in the City. Additionally, Chapter 4 of the Land Use Element of the Comprehensive Plan on page 76 states that

"...as population increases in the Thurston County area and housing costs become increasingly more expensive due to land and construction cost, it is likely that a larger market for higher density development will occur."

The proposal is a Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH). The proposal would allow for more intense residential uses, which is consistent with this goal.

- (5) *Economic development. Encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promote the retention and expansion of existing businesses and recruitment of new businesses, recognize regional differences impacting economic development opportunities, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities.*

A change in land use designation and zone district would allow the proposed amendment area to be developed with a wider range of more intense residential uses as compared to the current Single Family Medium Density Residential (SFM) land use designation. Generally, businesses need residential uses in close proximity in order to survive. The proposal provides an increase in multifamily residential uses in close proximity to business centers, which is consistent with the goal.

- (6) *Property rights. Private property shall not be taken for public use without just compensation having been made. The property rights of landowners shall be protected from arbitrary and discriminatory actions.*

The proposal does not require any taking of private property.

- (7) *Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.*

The proposed Comprehensive Plan map amendment and corresponding rezone is being considered as a part of the City's annual Comprehensive Plan amendment review.

- (8) *Natural resource industries. Maintain and enhance natural resource-based industries, including productive timber, agricultural, and fisheries industries. Encourage the conservation of productive forestlands and productive agricultural lands, and discourage incompatible uses.*

Neither the proposed amendment area nor any of the properties in the vicinity are designated for natural resources.

- (9) *Open space and recreation. Retain open space, enhance recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities.*

The proposed amendment area is not designated for open space and recreation. Future development of the proposed amendment area would need to comply with all development regulations that pertain to open space and parks requirements.

- (10) *Environment. Protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water.*

Any future development would need to comply with all the applicable environmental regulations.

- (11) *Citizen participation and coordination. Encourage the involvement of citizens in the planning process and ensure coordination between communities and jurisdictions to reconcile conflicts.*

All property owners within 300 feet of the exterior boundaries of the proposed amendment area were notified about the application by letter on July 27, 2022. All property owners within 300 feet of the exterior boundaries of the proposed amendment area and all interested agencies and jurisdictions received a separate notification about the public hearing for the proposal on September 16, 2022. In addition, City residents and all interested parties, agencies and jurisdictions were notified about the application and the public hearing for the proposal as

part of the proposed 2022 Comprehensive Plan map amendment and rezone process on September 16, 2022.

- (12) *Public facilities and services. Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.*

The City provides sewer and water service to the proposed amendment area. Streets in the general vicinity are operating within the expected levels of service. Future development of the proposed amendment area would likely require a traffic study and mitigation of the impacts, as well as proof of adequate water and sewer service

- (13) *Historic preservation. Identify and encourage the preservation of lands, sites, and structures, that have historical or archaeological significance.*

The proposed amendment area is not the site of known historical or archaeological significance.

- (14) *Shorelines of the state.*

The proposed amendment area is not located within 200 feet of any shoreline of the state.

2. *Text amendments and site-specific rezone applications should be evaluated for internal consistency with the comprehensive plan, and for consistency with the county-wide planning policies, related plans, and the comprehensive plan of Thurston County or cities which have common borders with Tumwater.*

The proposed Comprehensive Plan map amendment and corresponding rezone is consistent with the Comprehensive Plan, including the Land Use and Housing Elements. The Comprehensive Plan is consistent with the Thurston County-Wide Planning Policies and the goals of Sustainable Thurston.

The applicable goals of the Land Use Element of the Comprehensive Plan are as follows:

Land Use Element Goal LU-2 states:

Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve

natural resources, protect critical areas, preserve open space, and reduce sprawl.

The proposal would allow for future urban infill development in an area with existing services. The proposed amendment area is within close proximity to a school, jobs, as well as other retail and service providers north of the property.

Land Use Element Goal LU-3 states:

Ensure adequate public services, facilities, and publicly owned utilities are available to proposed and existing development.

City sewer and water service are available in the immediate vicinity of the proposed amendment area.

Land Use Element Goal LU-4 states:

Encourage land use patterns that increase the availability of affordable housing for all economic segments of the Tumwater population.

The proposal would change the current land use designation of the proposed amendment area from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH)), which is the most intense multifamily designation in the City. If the proposed amendment area was developed as Multi-Family Medium Density Residential (MFM), it could help to provide additional housing diversity for a range of lifestyles, incomes, abilities, and ages.

Land Use Element Goal LU-5 states:

Ensure development patterns encourage efficient multimodal transportation systems coordinated with regional, City, and county transportation plans.

The proposed amendment area is near jobs and services. Bike paths and wide shoulders exist between the proposed amendment area and the aforementioned job locations.

Land Use Element Goal LU-6 states:

Reduce impacts from flooding; encourage efficient stormwater management; and ensure that the groundwater of Tumwater is protected and preserved.

The proposed amendment area is not located within a 100-year floodplain. At the time of the future development of the proposed amendment area, the Public Works Department would review the stormwater management system, in order to protect and preserve the groundwater and reduce impacts from flooding.

Land Use Element Goal LU-11 states:

Ensure new and existing development is energy efficient.

All new development in the City must meet the Washington State Energy Code.

The applicable goals of the Housing Element of the Comprehensive Plan are as follows:

Housing Element Goal H-5 states:

To supply sufficient, safe, suitable housing sites and housing supply to meet projected future housing needs for Tumwater over the next 20 years.

Housing Element Goal H-6 states:

To promote a selection of housing that is decent, safe, and sound, in close proximity to jobs and daily activities, and varies by location, type, design, and price.

The proposal meets the intent of both Goals 5 and 6 since it would allow for higher density multifamily residential development within walking distance of services, retail, and jobs.

Housing Element Goal H-12 states:

To encourage urban growth within the city limits with gradual phasing outward from the urban core.

The proposal meets the intent of the goal. The proposed amendment is consistent with the goal because the proposed amendment area contains vacant property located within close proximity to a core urban area of the City.

3. *Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.*

The conditions in the area for which the proposed Comprehensive Plan map amendment and corresponding rezone covers has changed to a degree that it

is in the public interest to support an amendment to the current land use designation and zone district for the area.

Since the property was originally designated Single Family Medium Density Residential (SFM), there has been high degree of interest in higher intensity development in the area.

4. *Whether the proposed comprehensive plan zoning amendment is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the comprehensive plan.*

The criterion does not apply.

Planning Commission Conclusions

1. The proposal meets the review and approval criteria found in TMC 18.60.025(B).
2. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the goals of the Washington State Growth Management Act.
3. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals LU-2, LU-3, LU-4, LU-5, LU-6, and LU-11 of the Land Use Element of the Comprehensive Plan.
4. The proposed Comprehensive Plan map amendment and corresponding rezone are consistent with Goals H-5, H-6, and H-12 of the Housing Element of the Comprehensive Plan.
5. The potential impacts of the proposed Comprehensive Plan amendment has been considered together with the other amendments in the 2022 annual Comprehensive Plan amendment final docket with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
6. Based on the above review and analysis, the Planning Commission concluded that the proposed Comprehensive Plan map amendment and corresponding rezone are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

Planning Commission Recommendation

1. The Planning Commission recommended approval of the proposed Comprehensive Plan map amendment from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and a corresponding rezone from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) as shown in the Appendix 5.2 – *Proposed Map Amendments*.

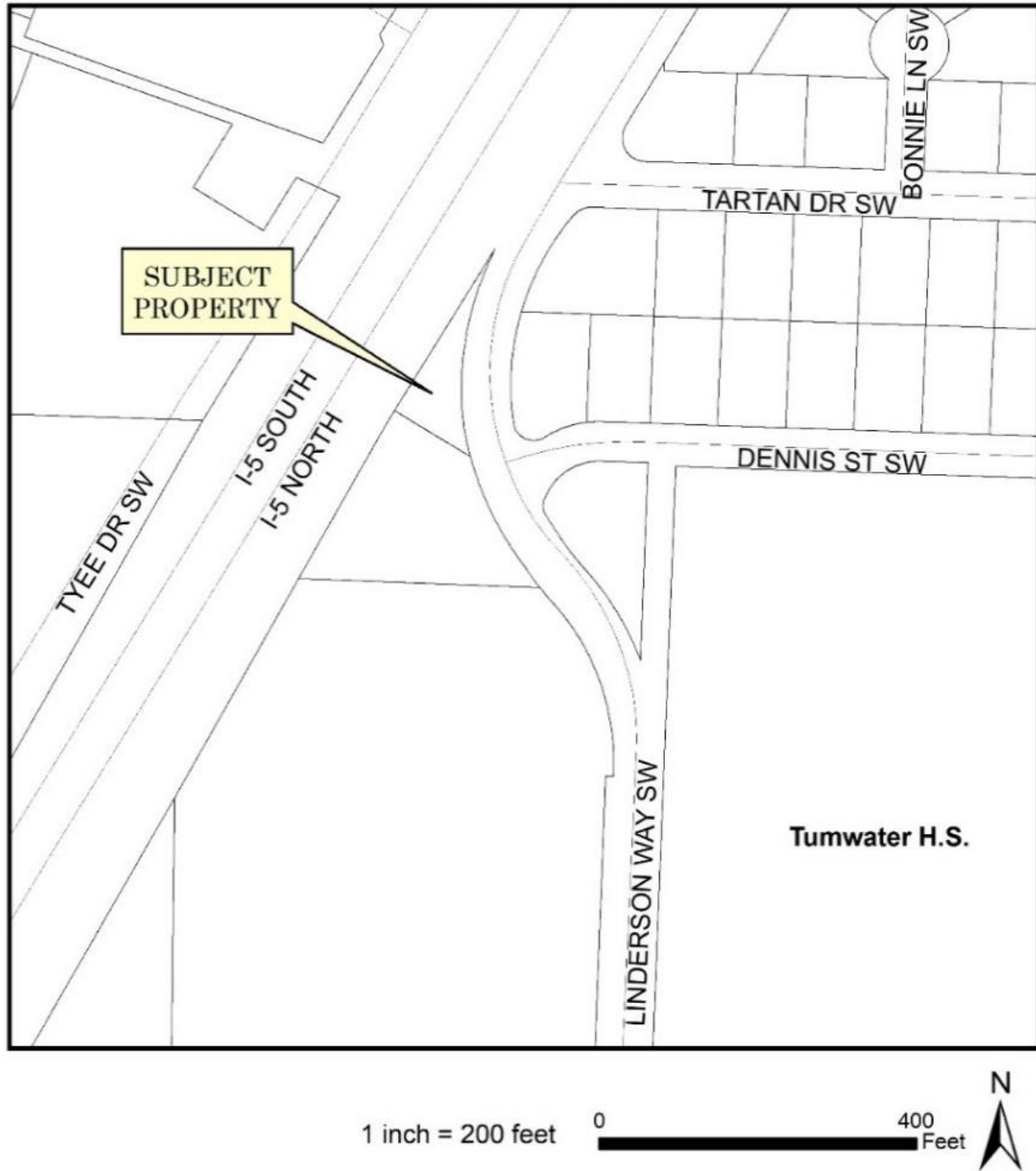
General Government Committee Recommendation

1. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

Effects of the Proposed Amendment

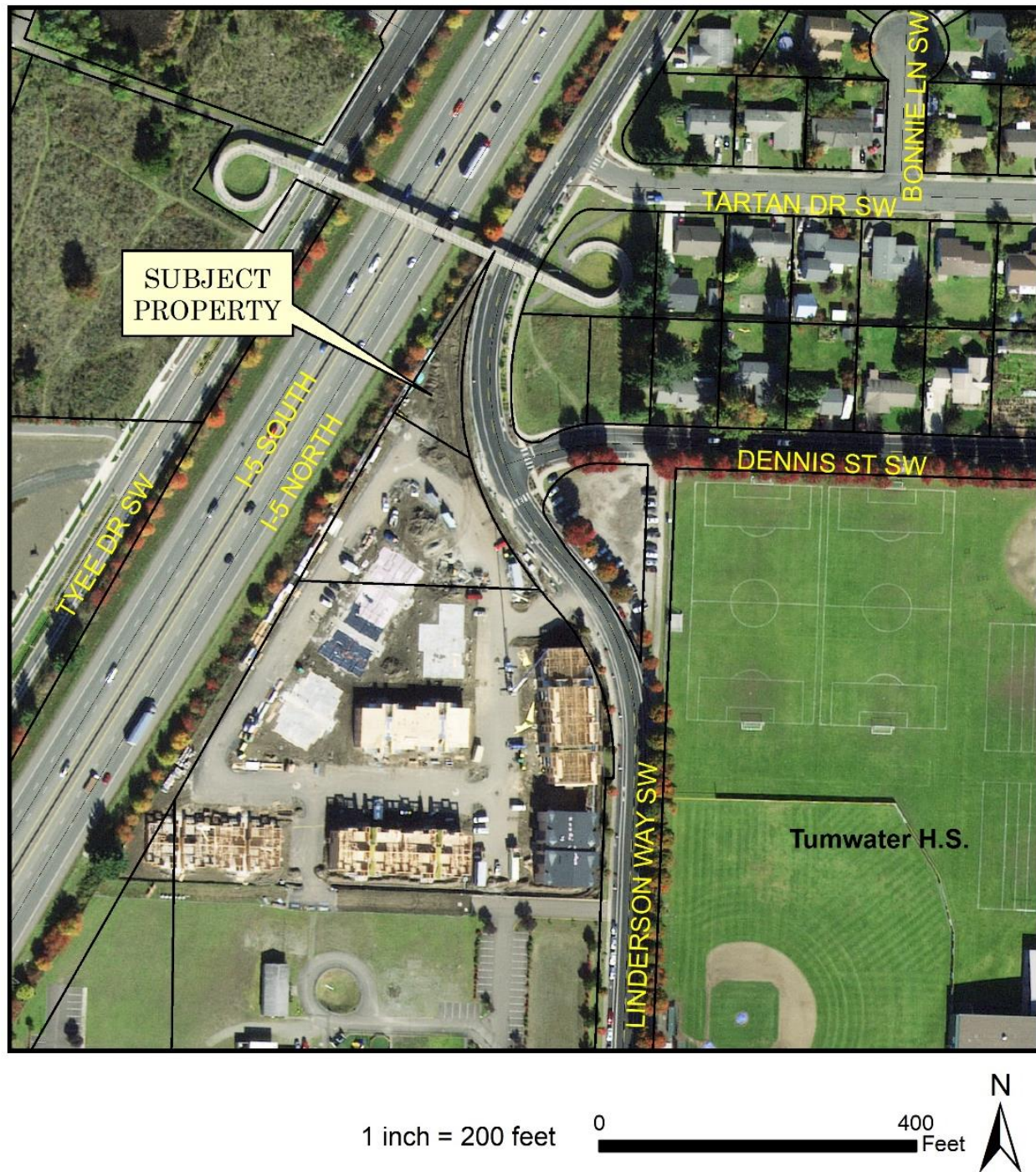
The proposed Comprehensive Plan map amendment and corresponding rezone would necessitate changes to the City-Wide Land Use Map in the Comprehensive Plan (Map 5C), the Littlerock Neighborhood Future Land Use Map in the Comprehensive Plan (Map 5D), the SE Capitol Boulevard Neighborhood Future Land Use Map in the Comprehensive Plan (Map 5D), and the City-Wide Zoning Map (Map 5F) as shown in in Appendix 5.2 – *Proposed Map Amendments* and Ordinance No. O2022-003.

Maps



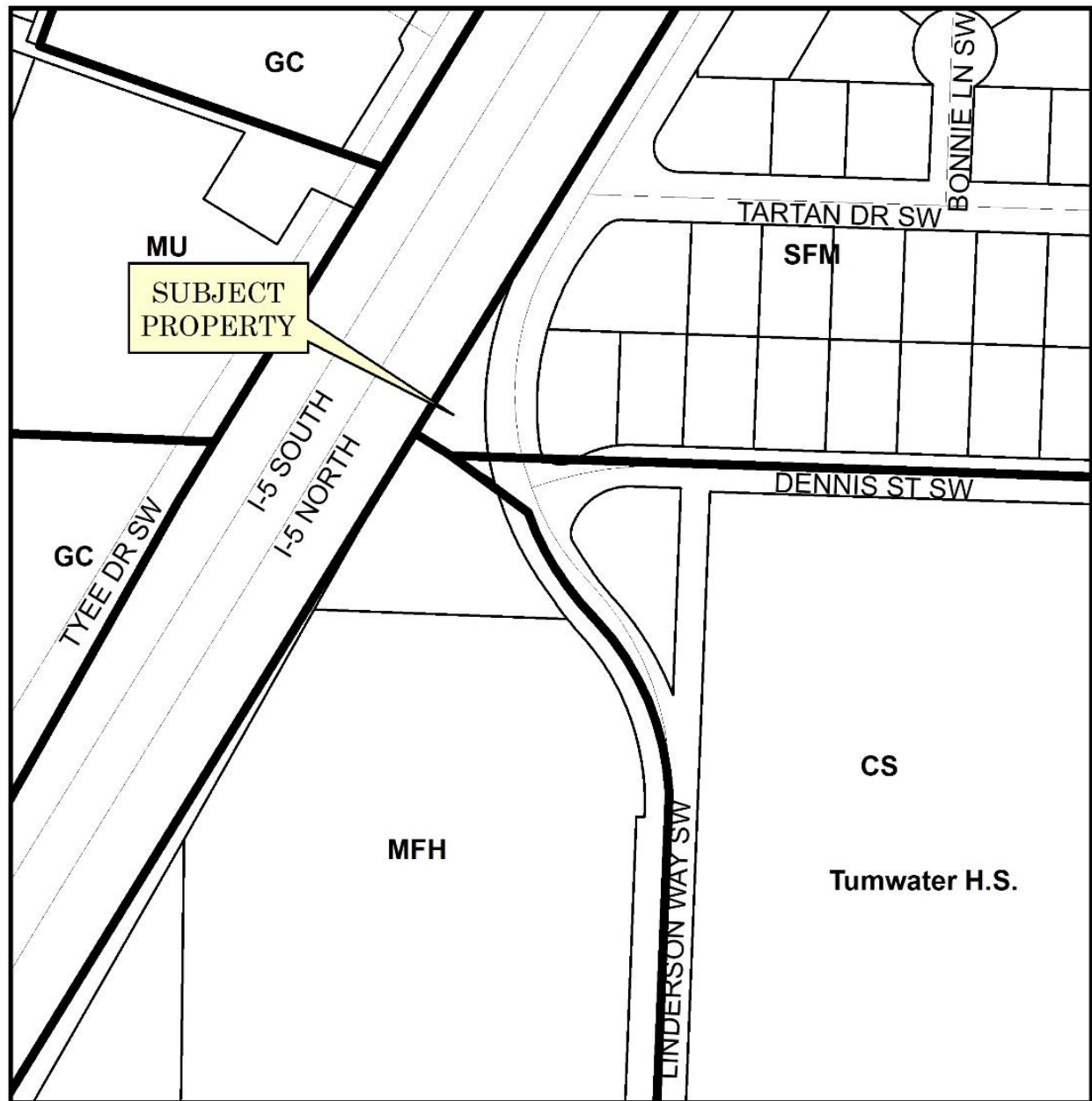
Map Date: 1-3-2022
 MXID: Wells Little Rock Rezone 2022
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 6. Dennis and Linderson Triangle Parcels and Ownership



Map Date: 1-3-2022
 MXD: Wells Littlerock Rezone 2022
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 7. Dennis and Linderson Triangle 2019 Aerial



Designations
 CS Community Services
 MU Mixed Use
 MFH Multi Family High Density (14-29/acre)
 SFM Single Family Medium Density (6-9/acre)

1 inch = 200 feet
 0 400 Feet
 N

Map Date: 1-3-2022
 MXD: Wells Littlerock Rezone 2022
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

Figure 8. Dennis and Linderson Triangle Zoning

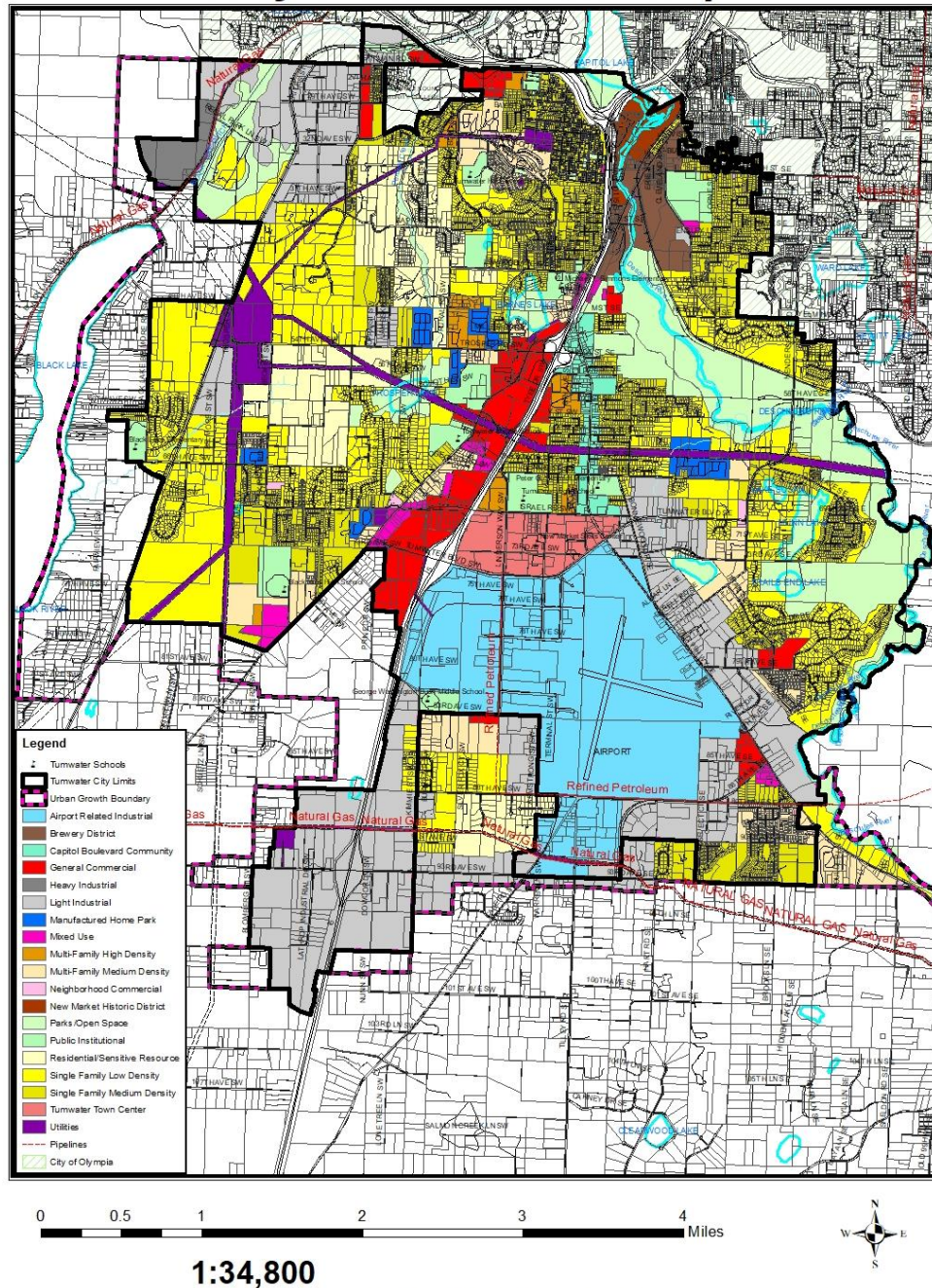


Figure 9. Dennis and Linderson Triangle Original Alignment of Linderson

Appendix 5.1 – Maps

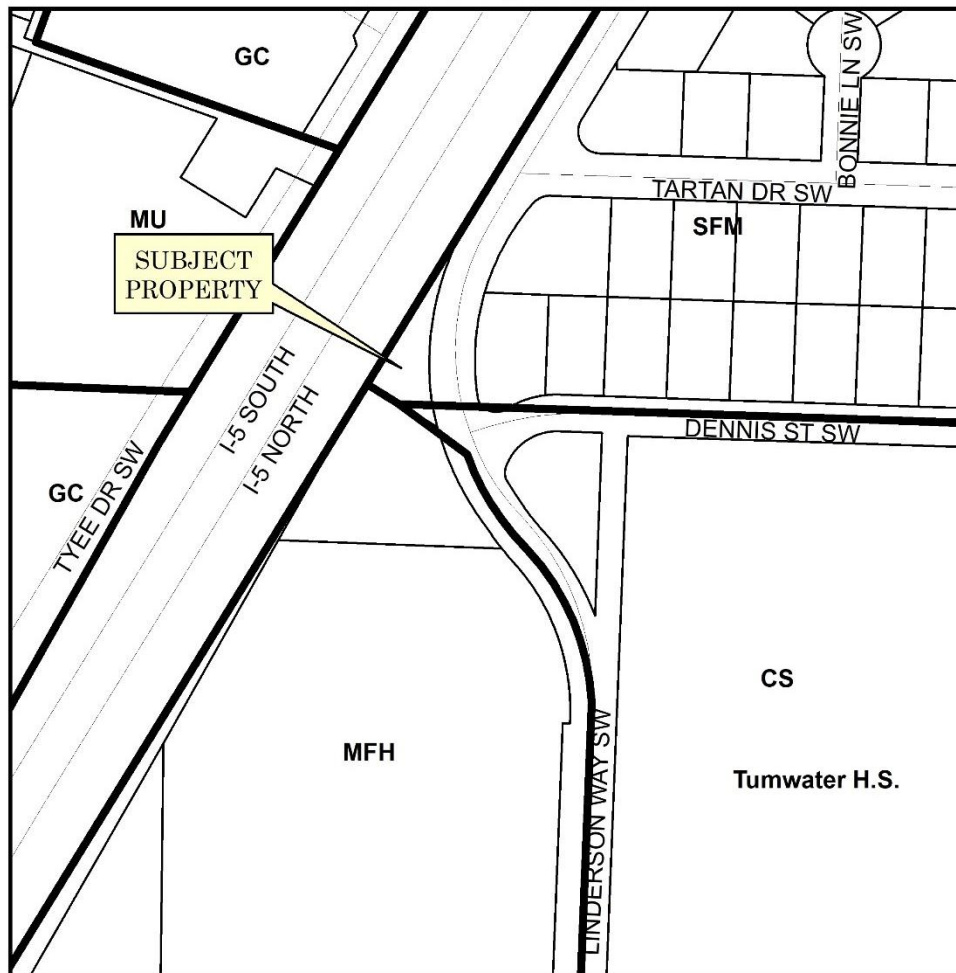
Map 5A – Existing Comprehensive Plan Designations

City of Tumwater City-Wide Land Use Map



Map 5B – Existing Zone District

Zoning Map
A Portion of 1270-32-40303



Designations
CS Community Services
MU Mixed Use
MFH Multi Family High Density (14-29/acre)
SFM Single Family Medium Density (6-9/acre)

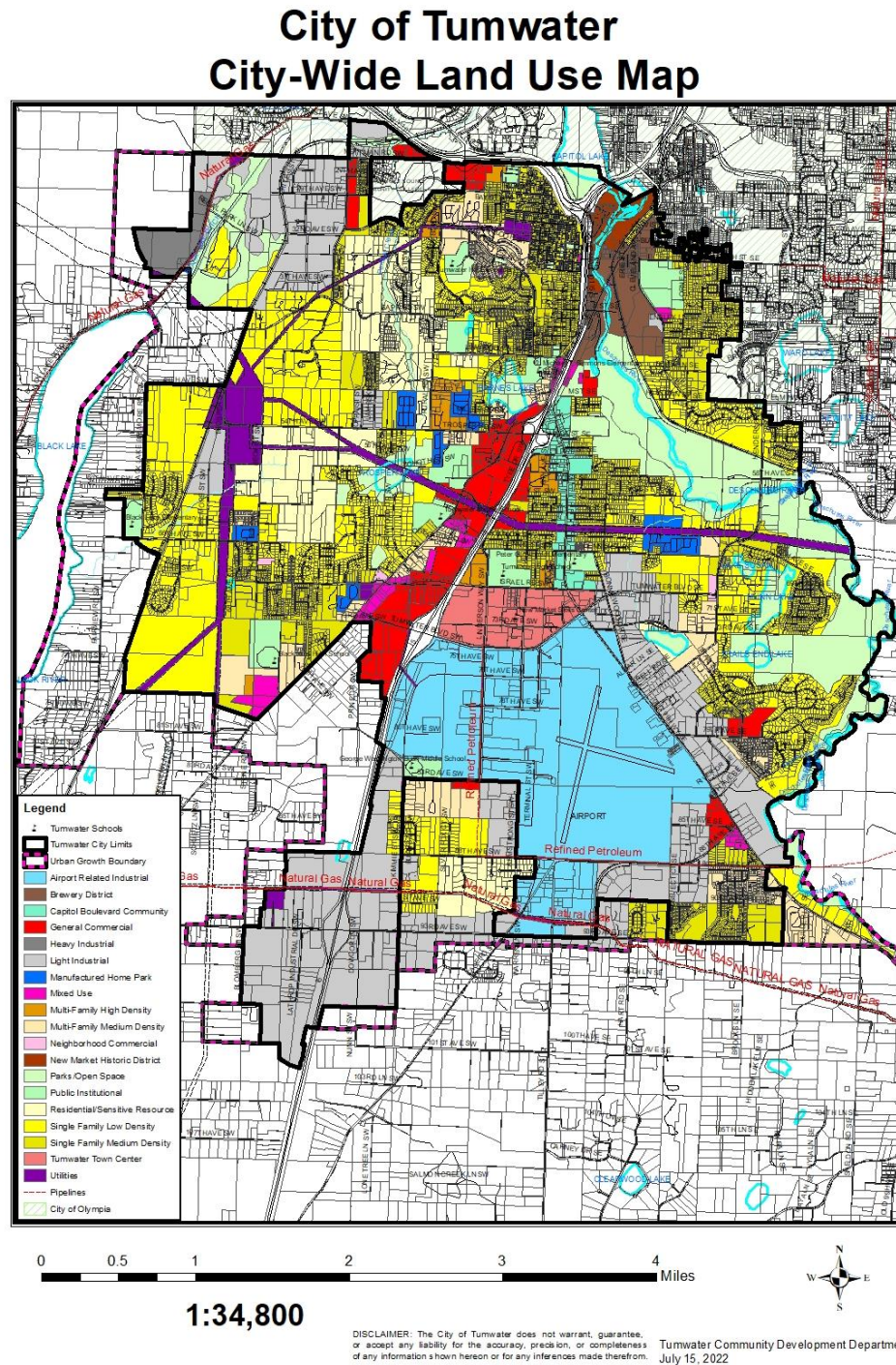
1 inch = 200 feet
 0 400 Feet



Map Date: 1-3-2022
 MXD: Wells Littlelock Rezone 2022
 DISCLAIMER: The City of Tumwater does not warrant, guarantee, or accept any liability for the accuracy, precision, or completeness of any information shown hereon or for any inferences made therefrom.

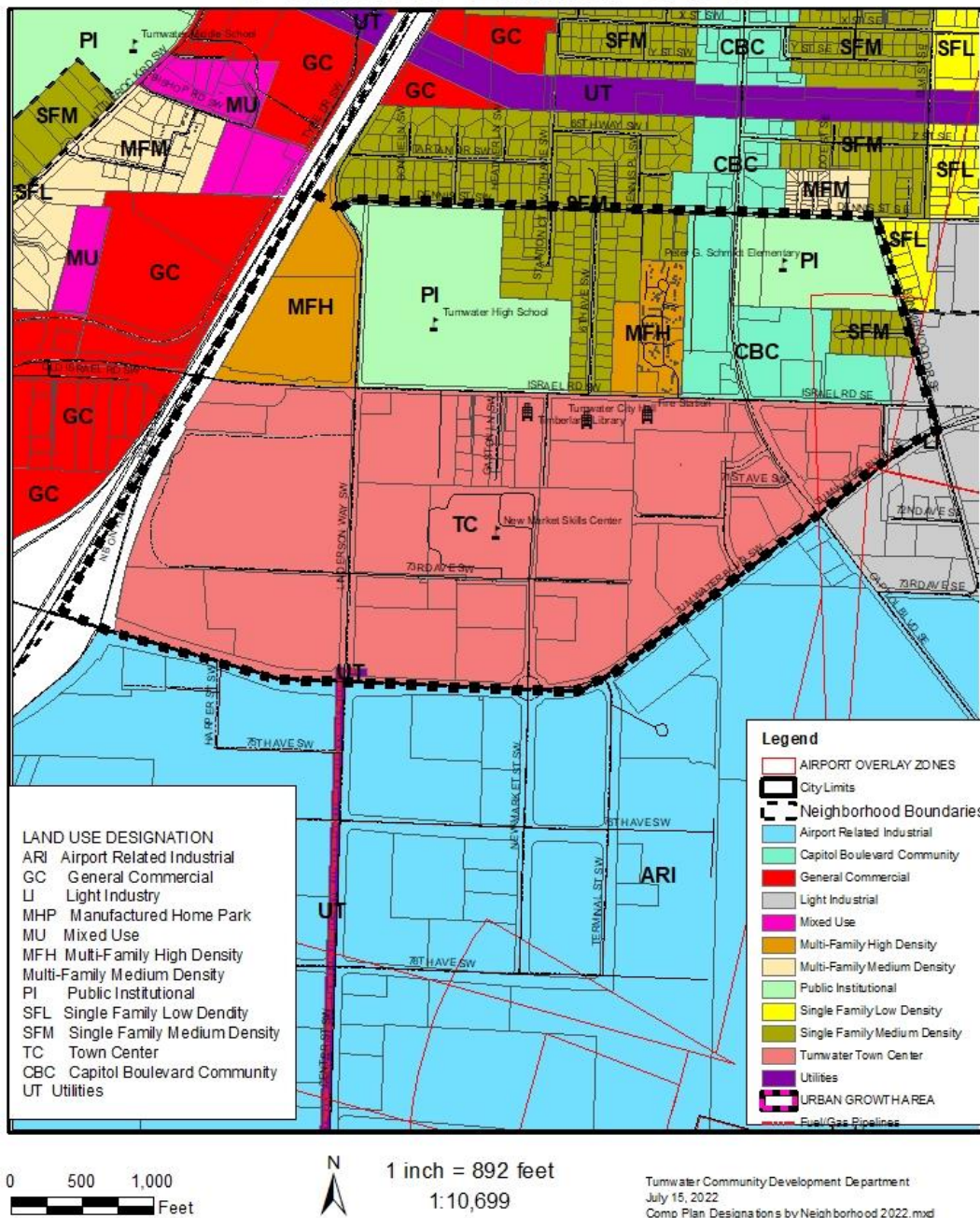
Appendix 5.2 – Proposed Map Amendments

Map 5C – Proposed Amendment to the Comprehensive Plan City-Wide Land Use Map



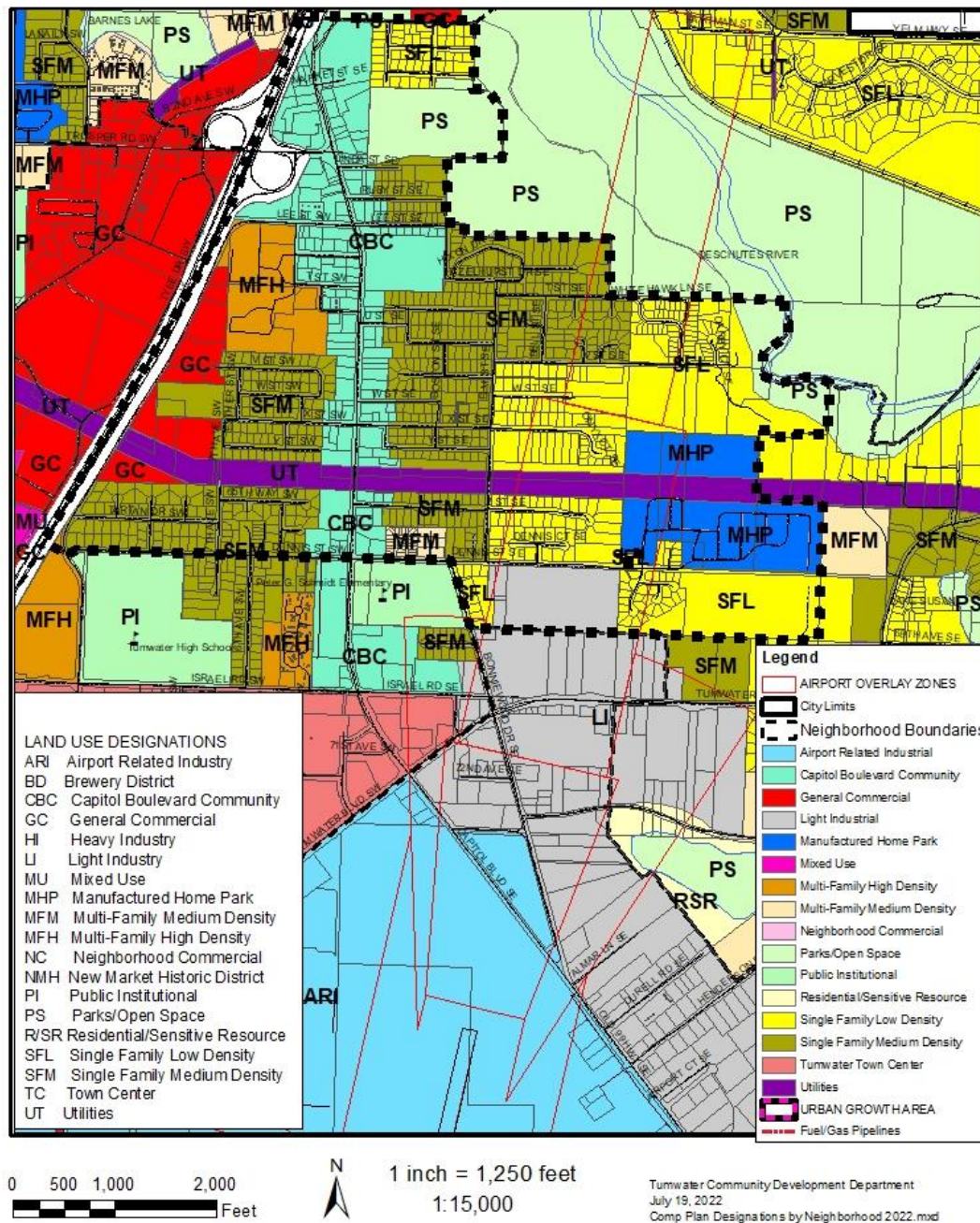
Map 5D – Proposed Amendment to the Comprehensive Plan New Market Neighborhood Future Land Use Map

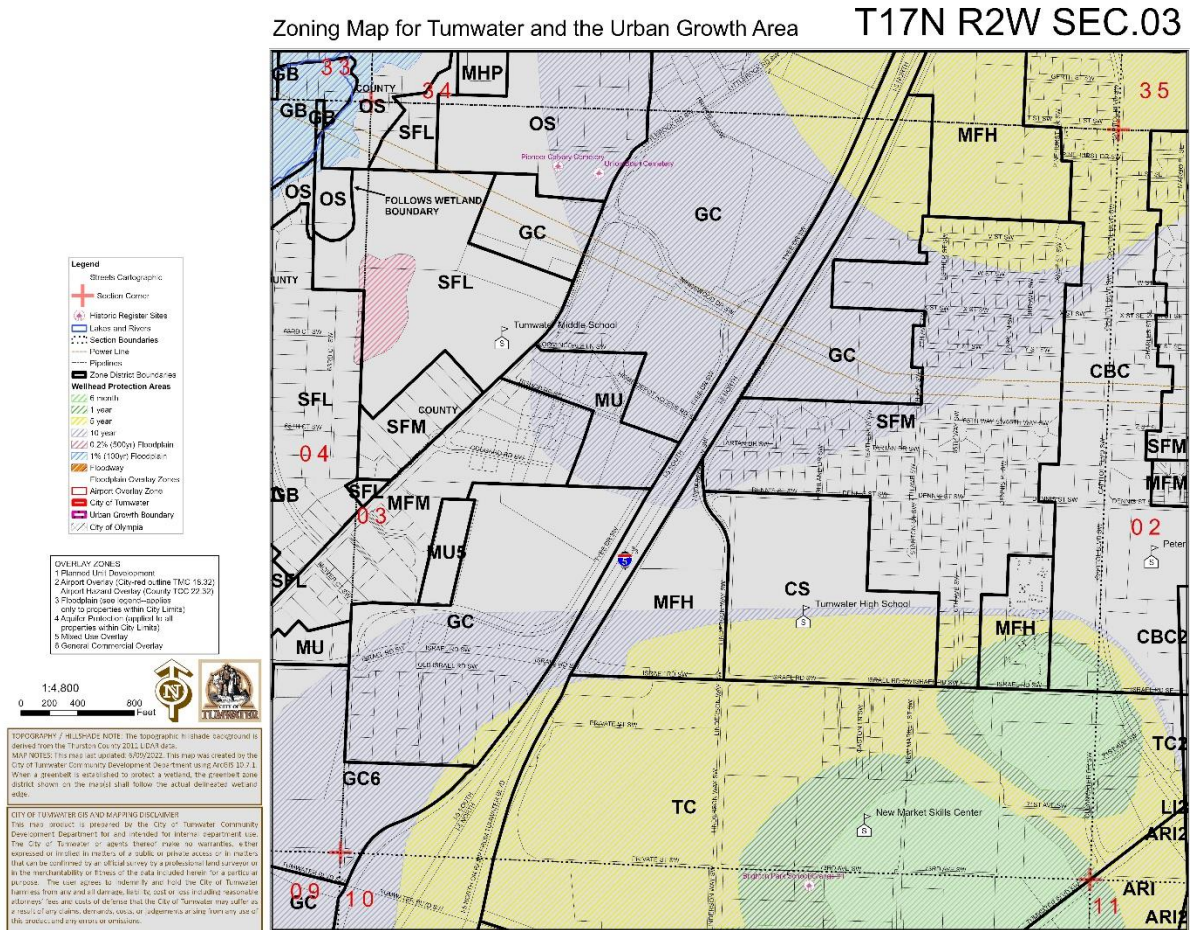
New Market Neighborhood Future Land Use



Map 5E – Proposed Amendment to the Comprehensive Plan SE Capitol Boulevard Neighborhood Future Land Use Map

SE Capitol Boulevard Neighborhood Future Land Use



Map 5F – Proposed Amendment to the City-Wide Zoning Map

C. SUMMARY OF ALL AMENDMENTS

6. Public Approval Process

The City Council placed the five proposed Comprehensive Plan amendments on the 2022 Long Range Planning Work Program on January 18, 2022. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 meeting. The Planning Commission recommended further review of the proposal on January 25, 2022, as part of the 2022 preliminary docket. On February 9, 2022, the General Government Committee reviewed the preliminary docket and forwarded it to the full City Council for review.

The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting. On March 1, 2022, the City Council considered the Planning Commission's recommendation and the review by the General Government Committee and included five of the six proposed amendments in the 2022 annual Comprehensive Plan amendment preliminary docket to be reviewed by Community Development Department staff and presented later in 2022.

After the City Council approved the final docket on March 1, 2022 for the 2022 annual Comprehensive Plan map and text amendments for further review, Community Development Department staff reviewed the goals, policies, and actions and text in the Comprehensive Plan Conservation, Housing, and Land Use Elements.

Letters notifying all property owners within 300 feet of the exterior boundaries of the proposed map amendment area of the public review process went out on July 27, 2022. The Notice of Intent was filed with the Washington State Department of Commerce on August 3, 2022 for Ordinance No. O2022-003. The SEPA environmental checklist was issued on August 2, 2022 for Ordinance No. O2022-003 and the Determination of Nonsignificance was issued on August 16, 2022.

The Planning Commission received a briefing on the amendments on August 9, 2022. The Planning Commission discussed the proposed neighborhood character amendments at worksessions on August 23, 2022. The Planning Commission discussed the proposed amendments at a worksession on September 13, 2022.

The Planning Commission held a public hearing for the proposed amendments on September 27, 2022. Following the public hearing and deliberations, the Planning Commission recommended that the City Council approve Ordinance No. O2022-003

In addition, the Planning Commission recommended to the City Council that the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character,

updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022 – 2025 ten-year Comprehensive Plan periodic update.

The General Government Committee is expected to review the proposed Comprehensive Plan amendments in a briefing on October 12, 2022. The City Council is expected to hold a worksession to discuss the amendments on October 25, 2022 and consider the proposed amendments at a meeting on November 15, 2022.

7. Public Notification

A Notice of Public Hearing for the Planning Commission was issued September 16, 2022 after the Planning Commission established a hearing date on the final docket. The notice was posted in the proposed map amendment areas, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*. Notices informing all property owners within 300 feet of the exterior boundaries of the proposed map amendment areas of the public hearing were sent out around at the same time.

8. Planning Commission Conclusions

- A. The two proposed Comprehensive Plan map amendments and corresponding rezones meet the review and approval criteria found in TMC 18.60.025(B).
- B. The two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the goals of the Washington State Growth Management Act.
- C. The two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the goals of the Land Use Element of the Comprehensive Plan.
- D. The potential impacts of the two proposed 2022 Comprehensive Plan map amendments and corresponding rezones have been considered together with the criteria found in TMC 18.60.025(B) and proposed amendments do not create any inconsistencies when evaluated together.
- E. Based on the above review and analysis, the Planning Commission concluded that the two proposed Comprehensive Plan map amendments and corresponding rezones are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

9. Planning Commission Recommendation

- A. The Planning Commission recommended that the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003 be approved.
- B. In addition, the Planning Commission recommended the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan, and updates related to the Essential Public Facilities be incorporated into the 2022 – 2025 ten-year Comprehensive Plan periodic update.

10. General Government Committee Recommendation

- A. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent.

11. Effects of the Proposed Amendments Considered Together

As noted above, the potential impacts of the two proposed 2022 Comprehensive Plan map amendments and corresponding rezones have been considered together with the criteria found in TMC 18.60.025(B) and the two proposed amendments do not create any inconsistencies when evaluated together.

12. Staff Contact

Brad Medrud, AICP, Planning Manager
City of Tumwater Community Development Department
(360) 754-4180
bmedrud@ci.tumwater.wa.us



CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 (360) 754-4180 (360) 754-4126 (FAX)
 Email: cdd@ci.tumwater.wa.us

**REZONE
Application**

TUM - 21-

1804

Kerri

RCVD BY

DATE STAMP

RECEIVED

NOV 17 2021

Application fee: \$1,500.00

SUBJECT PROPERTY

SITE ADDRESS: xx23 Littlerock Road SW

SECTION: 04 TOWNSHIP: 17 RANGE: 2W PARCEL NUMBER(S): 12704430901, 02 & 03

LEGAL DESCRIPTION OF PROPERTY (attach additional sheets if necessary): See attached

GENERAL DESCRIPTION OF LOCATION: The three adjacent parcels to the south of 7223 Littlerock Rd. SW

PROPERTY OWNER(S)

NAME OF PROPERTY OWNER(S) (attach additional sheets if necessary): Estate of Marvin Beagles

MAILING ADDRESS: 7223 Littlerock Rd SW

OWNER'S TELEPHONE(S): 360-870-8661 (representative)

OWNER'S E-MAIL: kathyholt@johnlscott.com

PROJECT CONTACT/REPRESENTATIVE

NAME: Glenn Wells

MAILING ADDRESS: 324 West Bay Dr Ste 214 Olympia WA

99502 TELEPHONE(S): 360-239-5971

E-MAIL: glennwellsarchitect@gmail.com

GENERAL DESCRIPTION OF PROPOSAL See attached written narrative CURRENT ZONE

DISTRICT: SFM NEW REQUESTED ZONE DISTRICT: MFM

SURROUNDING ZONE DISTRICTS: EAST: MU WEST: SFM NORTH: MFM
 SOUTH: SFM

CURRENT COMPREHENSIVE PLAN DESIGNATION: Single Family medium residential EXISTING
 LAND USE(S) AND IMPROVEMENTS: Vacant PAST LAND USE OR HISTORY: Parcel History
 Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.
 Parcels 1-3 remain undeveloped.

EXPLANATION OF NEED FOR CHANGE AND HOW THE PROPOSAL MEETS THE CRITERIA OF TMC

18.60.025B (Attach additional sheets if necessary): See attached written narrative

THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:

1. A SITE PLAN DRAWING OR DRAWINGS AT A SCALE OF NOT LESS THAN ONE INCH (1") FOR EACH TWO HUNDRED FEET (200') WHICH SHALL INCLUDE OR SHOW:

A: THE LOCATION OF ALL EXISTING STRUCTURES, INCLUDING BUILDINGS, FENCES, CULVERTS, BRIDGES, ROADS, AND STREETS;

B: THE BOUNDARIES OF THE PROPERTY AND NEARBY PROPERTIES;

C: ALL EXISTING EASEMENTS; AND

D: LOCATION OF EXISTING NATURAL FEATURES, SUCH AS TREES, STREAMS, OR LAKE FRONTAGE.

D: CURRENT ZONING OF SUBJECT PROPERTY AND NEARBY PROPERTIES.

INITIATED BY:

_____ PLANNING COMMISSION (DATE OF INITIATION _____).

_____ CITY COUNCIL (DATE OF INITIATION _____).

_____ PROPERTY OWNERS AS FOLLOWS:

I (WE) UNDERSTAND AND AGREE WITH THE ABOVE EXPLAINED NEED FOR THE MAP CHANGE AND ARE CURRENT OWNERS OF THE PROPERTY WITHIN THE CITY OF TUMWATER.


Lavonne Anundson
SIGNATURE
11/13/2021 8:47:01 AM PST

As personal representative

SIGNATURE

Lavonne Anundson
PRINTED NAME
As personal representative

PRINTED NAME

DATED THIS 12 DAY OF November, 2021

Appendix 1.3 – Applications for the Wells Littlerock





Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

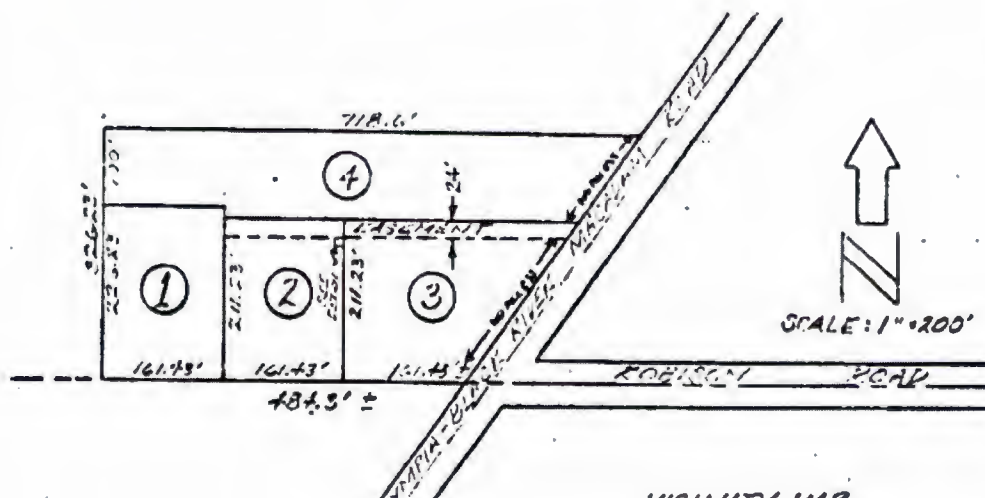
2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

November 11, 2021

Re: Tax Parcel Descriptions



SS-0832, AFN 1036924
Section 4, T17N, R2W, WM



**Professional Land Surveyors**

Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com**Parcel descriptions**

TPN :12704430901

Parcel 1 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430902

Parcel 2 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430903

Parcel 3 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430904

Parcel 4 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.**Parcel History**

Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.

Parcels 1-3 remain undeveloped.

LITTLEROCK REZONE

WRITTEN NARRATIVE

October 19, 2021

The rezone application applies to three parcels currently zoned SFM. They are adjacent to 7223 Littlerock Rd SW, which is currently a single-family house and zoned MFM. The MFM site and the three SFM parcels are all owned by the same entity and are being sold in one transaction. These four lots will be redeveloped into a multi-family residential project by Fourth Street Housing, LLC (FSH).

The comprehensive plan designation for the SFM lots is Single-Family Medium Density Residential, which has a minimum density of 6 units per acre and a maximum of 9 residential units per acre. The conversion to Multi-Family Medium Density would change the density to a minimum 9 residential units/acre to 15 units/acre, which would include a transfer of development rights. Additional units could be developed per acre if an affordable residential element is included.

The three SFM lots are a combined 2.76 acres and would yield a density of 25 units under the current zone. If the parcels were rezoned to MFM, the density potential would increase to between 39 units and 55 units depending on transfer of development rights and the number of affordable units provided.

The purpose of this rezone application is to extend the MFM zoning one parcel to the south, which would allow additional density in an area that could support it. In addition, the parcels under consideration have a great many existing mature trees, which would make the transition to the SFM zone to the south better than the current SFM/MFM boundary.

There is an historic lack of residential units in Thurston Co and all of western Washington due to a number of conditions; Lack of residential construction during the recession, high number of people moving into the county, delayed response by developers, and lack of developable sites not encumbered by critical areas, such as steep slopes, wetlands and gophers. This combination has caused a spike in rents, which has placed a tremendous burden on people trying to find safe, affordable housing.

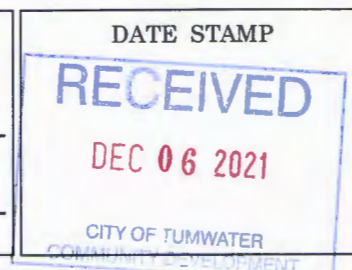
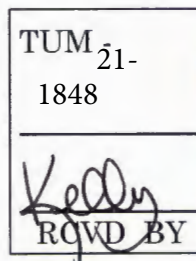
FSH was formed as a company to develop Merritt Manor, an 82-unit affordable housing project on Martin Way in Olympia. It is one of the few wholly private-sector affordable housing projects in the state. Rents at MM are well below 60% of the Thurston Co Median Income level.

Creating additional density on these three parcels makes sense on a number of levels: The parcels are located on an arterial road that can support this density. They are across the Street from Tumwater Blvd, which accesses both north and south bound movements to I-5. The new I-5 bridge project at Tumwater Blvd provides a great deal of additional capacity and anticipates increased growth in this area. The zone across Littlerock Rd SW is MU, which has a much higher density and is more compatible with a MFM zone than the existing SFM zone. Providing additional density in this area is much more desirable than many other areas in the city and county. MFM is a medium density project and as such will have the advantage of maintaining a tremendous amount of open space and existing trees on site, resulting in a higher quality project.



CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 Email: cdd@ci.tumwater.wa.us
 (360) 754-4180

**COMPREHENSIVE PLAN
 MAP AMENDMENT
 Application**



Application fee: \$1,500.00

APPLICANT (please print neatly)

NAME OF APPLICANT: Fourth Street Housing, LLC

APPLICANT'S MAILING ADDRESS (COMPLETE): 324 West Bay Dr. Suite 214 Olympia WA 98502

APPLICANT'S TELEPHONE(S): 360-239-5971

APPLICANT'S E-MAIL: glennwellsarchitect@gmail.com

PROPERTY OWNER

NAME OF PROPERTY OWNER: Estate of Marvin Beagles

OWNER'S MAILING ADDRESS (COMPLETE): 7223 Littlerock Rd SW

OWNER'S TELEPHONE(S): 360-870-8661 (representative)

OWNER'S E-MAIL: kathyholt@johnlscott.com

CONTACT PERSON

NAME OF CONTACT: Glenn Wells

CONTACT'S MAILING ADDRESS (COMPLETE): 324 West Bay Dr. suite 214 Olympia WA 98502

CONTACT'S TELEPHONE(S): 360-239-5971

CONTACT'S E-MAIL: glennwellsarchitect@gmail.com

PROPERTY INFORMATION

PROPERTY ADDRESS (COMPLETE): xx23 Littlerock Rd

LOCATION OF PROPERTY (COMMONLY KNOWN AS...): The three adjacent properties to the south of 7223 Littlerock Rd. SW

ASSESSOR'S PARCEL NUMBER(S): 12704430901, 02 & 03

SECTION / TOWNSHIP / RANGE: 04/17/2W

CURRENT ZONE CLASSIFICATION: SFM sfm

COMPREHENSIVE PLAN DESIGNATION: SFM

GENERAL DESCRIPTION OF PROPOSAL (ATTACH ADDITIONAL SHEETS AND DOCUMENTATION, AS NEEDED): Rezone the three parcels under cons from SFM to MFM, which matches the adjacent parcel at 7223 Littlerock Rd. See rezone narrative.

CURRENT LAND USE AND IMPROVEMENTS: Vacant

PAST LAND USE OR HISTORY: See Attached

FULL LEGAL DESCRIPTION OF SUBJECT PROPERTY (ATTACH ADDITIONAL SHEET IF NECESSARY): See Attached

CURRENT COMPREHENSIVE PLAN LANGUAGE (IF APPLICABLE):

Verbiage as stated in 2.2.3

NEW COMPREHENSIVE PLAN LANGUAGE:

Verbiage as stated in 2.2.4

EXISTING LAND USES (IF APPLICABLE):

Vacant

EXPLANATION OF NEED FOR CHANGE:

To increase density in an area that has the infrastructure to support it.

THIS APPLICATION MUST BE ACCOMPANIED BY THE FOLLOWING INFORMATION:

1. A complete list of all property owners and addresses as listed on records of the Thurston County Assessor within a 300-foot radius of the external boundaries of the subject property.
2. A site plan drawing or drawings at a scale of not less than 1"=200' which shall include or show:
 - A. Site boundaries
 - B. Streets abutting the site
 - C. Proposed buildings, including dimensions, identification of types, and the number of dwelling units in each residential type
 - D. Location and dimension of all common open space
 - E. Location, dimension, and design of off-street parking facilities showing their size and locations of internal circulation and parking spaces, and points of ingress to and egress from the site
 - F. Existing buildings and indication of future use or disposition
 - G. Existing and proposed structures, indicating setback lines, including fences, culverts, bridges, roads and streets
 - H. All proposed and existing landscaping, clearly indicating type of vegetation, location of plantings, rate of growth and height maturity
 - I. All existing and proposed easements
 - J. Existing and proposed storm water drainage systems
 - K. Proposed land use and densities
 - L. The location of all loading spaces including, but not limited to, loading platforms and loading docks where trucks will load or unload

Initiated By:

_____ Planning Commission (Date of initiation _____).

_____ City Council (Date of initiation _____).

☒ Property owners as follows:

I (WE) UNDERSTAND AND AGREE WITH THE ABOVE-EXPLAINED NEED FOR THE MAP CHANGE, AND ARE CURRENT OWNERS OF THE PROPERTY WITHIN THE CITY OF TUMWATER.

AuthentisIGN
Lavonne Anundson 12/02/2021
 SIGNATURE 12/2/2021 7:49:30 PM PST
As Personal Representative

Lavonne Anundson (personal rep)

PRINTED NAME

ADDRESS (COMPLETE):



SIGNATURE

Glenn Wells (Applicant)

PRINTED NAME

ADDRESS (COMPLETE): **324 West Bay Dr suite 214 Olympia WA 98502**

SIGNATURE

PRINTED NAME

ADDRESS (COMPLETE):

DATED THIS _____ DAY OF _____, 20____.

ASSIGNMENT OF CONTRACT

The undersigned, Monolith Holdings, LLC ("Monolith"), and Fourth Street's Housing, LLC ("Fourth Street") hereby acknowledge and agree and follows:

WHEREAS, Monolith is party as "Buyer" to the Commercial & Investment Real Estate Purchase and Sale Agreement (the "Contract") executed on or about August 28, 2021. Under the terms of the Contract, Monolith has agreed to purchase certain real property bearing Tax Parcel No(s): 12704430904, 12704430901, 12704430902 and 12704430903 in Thurston County, WA (the "Property"); and,

WHEREAS, Monolith desires to assign the Contract to Fourth Street.

Therefore, Monolith and Fourth Street agree to such assignment under the following terms and conditions:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, Monolith hereby assigns all right, title and interest in, to and under the Contract to Fourth Street.
2. Fourth Street accepts such assignment and agrees to perform all of the obligations of Buyer under the Contract and to hereafter be bound by the terms of the Contract.

Executed this 28th day of September, 2021

Fourth Street's Housing, LLC

By:  Glenn Wells 09/29/2021
9/29/2021 4:00:06 PM PDT

Title: member

Monolith Holdings, LLC

By:  Zach Kosturos 09/30/2021
9/30/2021 9:19:16 AM PDT

Title: manager

LITTLEROCK REZONE

WRITTEN NARRATIVE

October 19, 2021

The rezone application applies to three parcels currently zoned SFM. They are adjacent to 7223 Littlerock Rd SW, which is currently a single-family house and zoned MFM. The MFM site and the three SFM parcels are all owned by the same entity and are being sold in one transaction. These four lots will be redeveloped into a multi-family residential project by Fourth Street Housing, LLC (FSH).

The comprehensive plan designation for the SFM lots is Single-Family Medium Density Residential, which has a minimum density of 6 units per acre and a maximum of 9 residential units per acre. The conversion to Multi-Family Medium Density would change the density to a minimum 9 residential units/acre to 15 units/acre, which would include a transfer of development rights. Additional units could be developed per acre if an affordable residential element is included.

The three SFM lots are a combined 2.76 acres and would yield a density of 25 units under the current zone. If the parcels were rezoned to MFM, the density potential would increase to between 39 units and 55 units depending on transfer of development rights and the number of affordable units provided.

The purpose of this rezone application is to extend the MFM zoning one parcel to the south, which would allow additional density in an area that could support it. In addition, the parcels under consideration have a great many existing mature trees, which would make the transition to the SFM zone to the south better than the current SFM/MFM boundary.

There is an historic lack of residential units in Thurston Co and all of western Washington due to a number of conditions; Lack of residential construction during the recession, high number of people moving into the county, delayed response by developers, and lack of developable sites not encumbered by critical areas, such as steep slopes, wetlands and gophers. This combination has caused a spike in rents, which has placed a tremendous burden on people trying to find safe, affordable housing.

FSH was formed as a company to develop Merritt Manor, an 82-unit affordable housing project on Martin Way in Olympia. It is one of the few wholly private-sector affordable housing projects in the state. Rents at MM are well below 60% of the Thurston Co Median Income level.

Creating additional density on these three parcels makes sense on a number of levels: The parcels are located on an arterial road that can support this density. They are across the Street from Tumwater Blvd, which accesses both north and south bound movements to I-5. The new I-5 bridge project at Tumwater Blvd provides a great deal of additional capacity and anticipates increased growth in this area. The zone across Littlerock Rd SW is MU, which has a much higher density and is more compatible with a MFM zone than the existing SFM zone. Providing additional density in this area is much more desirable than many other areas in the city and county. MFM is a medium density project and as such will have the advantage of maintaining a tremendous amount of open space and existing trees on site, resulting in a higher quality project.



Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

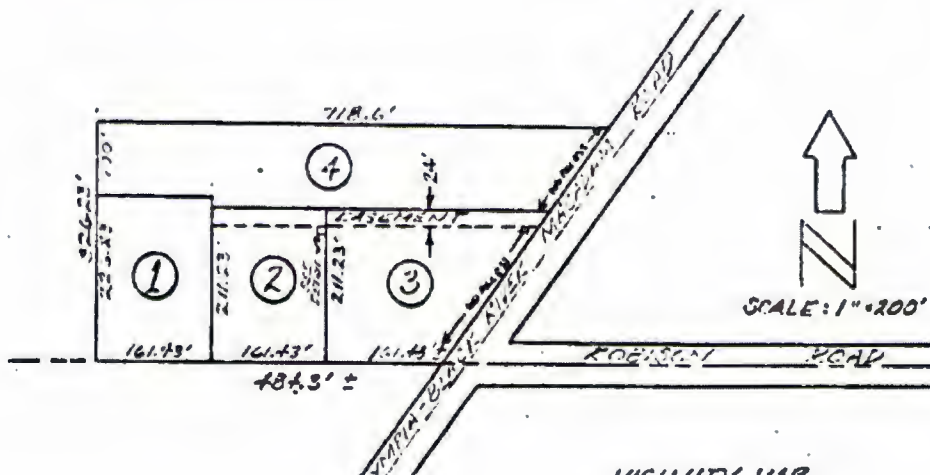
2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

November 11, 2021

Re: Tax Parcel Descriptions



SS-0832, AFN 1036924
Section 4, T17N, R2W, WM





Professional Land Surveyors
Where Sound Practice, Innovation and Client Service Collide

2320 Mottman Road SW, Suite 106, Tumwater, WA 98512
(360) 688-1949 • www.mtn2coast.com

Parcel descriptions

TPN :12704430901

Parcel 1 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430902

Parcel 2 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430903

Parcel 3 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

TPN :12704430904

Parcel 4 of Short Subdivision No. SS-0832, as recorded May 9th, 1978, under Auditor's File No. 1036924, Thurston County, Washington. Subject to easements and conditions of record.

Parcel History

Parcel was subdivided in 1978 through the short subdivision process to create the 4 existing lots. Parcel 4 has been built on.

Parcels 1-3 remain undeveloped.



THURSTON
COUNTY TITLE

THURSTON COUNTY TITLE COMPANY
105 EAST 8TH AVE.
OLYMPIA, WA 98501
PHONE: (360) 943-7300
FAX: (360) 786-931

DATE: December 6, 2021

TO: City of Tumwater

Dear Sir or Madam,

On Tuesday December 6th, 2021, Glenn Wells from Fourth Street Housing LLC contacted Thurston County Title, Co., to request ownership information and mailing labels addressed to the owners of parcels within a 300-foot radius of the following property:

Tax Parcel Number:

1270-44-30901

1270-44-30902

1270-44-30903

Street Address:

Unknown Address
Tumwater, WA

Unknown Address
Tumwater, WA

Unknown Address
Tumwater, WA

The ownership information and mailing labels we provided in response to this request were compiled using data taken from the website of the Thurston County Assessor's Office. If you have any questions about the information or how it was compiled, please don't hesitate to contact our office by email at customerservice@tctitle.net, or by phone at (360) 943-7300, M-F, 8 a.m. – 5 p.m.

Kind regards,

Chris Andersen

chrisa@tctitle.net

Thurston County Title Company



ORDINANCE NO. O2022-003

AN ORDINANCE of the City Council of the City of Tumwater, Washington, related to planning under the Growth Management Act of the State of Washington and the 2022 City of Tumwater Comprehensive Plan map amendments and corresponding rezones amending the land use designation map of the Comprehensive Plan and the Zoning Map.

WHEREAS, the City is required to plan under the Growth Management Act, Chapter 36.70A RCW; and

WHEREAS, this ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, the Growth Management Act, Chapter 36.70A RCW, and Tumwater Municipal Code 18.60.025(A)(2) require amendments to the City's Comprehensive Plan be considered concurrently and no more than once annually; and

WHEREAS, the City Council, Planning Commission, property owners, or City staff may propose amendments to the City's Comprehensive Plan map and text, and corresponding zone districts; and

WHEREAS, the deadline for 2022 private applications for proposed Comprehensive Plan map and text amendments and corresponding rezones was Monday, December 6, 2021; and

WHEREAS, Tumwater Municipal Code 18.60.025(A) establishes a process by which the preliminary docket of proposed Comprehensive Plan map and text amendments and corresponding rezones undergoes an initial review by the Planning Commission for recommendation to the City Council; and

WHEREAS, the City Council made a determination on which proposed Comprehensive Plan map and text amendments and corresponding rezones in the preliminary docket would be included in the final docket on March 1, 2022; and

WHEREAS, the Growth Management Act, Chapter 36.70A RCW, requires a process of early and continuous public participation for the proposed Comprehensive Plan map and text amendments and corresponding rezone; and

WHEREAS, the adoption of proposed Comprehensive Plan map and text amendments and corresponding rezones must be processed in compliance with the requirements of the State Environmental Policy Act; and

WHEREAS, the City Council reviewed all the evidence presented and has made findings of fact and conclusions related to the proposed Comprehensive Plan map amendments and corresponding rezones which are set forth below.

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

Section 1. Findings. For the purposes of effective land use planning, the Tumwater City Council adopts the following findings of fact:

A. General Findings

1. The proposed Comprehensive Plan map amendments and corresponding rezones meet the intent of and are consistent with the Growth Management Act, Chapter 36.70A RCW, County-Wide Planning Policies, and internal goals and policies of the City's Comprehensive Plan.
2. The Attorney General Advisory Memorandum: Avoiding Unconstitutional Takings of Private Property (September 2018) on takings was reviewed and utilized by the City in objectively evaluating the proposed Comprehensive Plan map amendments and corresponding rezone.
3. The proposed Comprehensive Plan map amendments and corresponding rezones have been prepared in conformance with the Public Participation and Intergovernmental Coordination Procedures contained in the City's Comprehensive Plan, which meet the Growth Management Act, Chapter 36.70A RCW, requirements for the same.
4. The City engaged the community through public briefings, worksessions, and meetings with the Planning Commission, the General Government Committee, and the City Council.
5. An Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on August 2, 2022, and a Determination of Non-Significance was issued on August 16, 2022.
6. The ordinance was sent to the Washington State Department of Commerce on August 3, 2022 for the required 60-day review before the proposed Comprehensive Plan map amendments and corresponding rezones were adopted, in accordance with RCW 36.70A.106.
7. The Planning Commission reviewed the preliminary docket and provided comments at their January 11, 2022 and January 25, 2022 meetings.

8. The General Government Committee discussed the Planning Commission's preliminary docket recommendation at their February 9, 2022 meeting.
9. The City Council held a worksession on February 22, 2022 and recommended that the preliminary docket be placed on the City Council agenda for their March 1, 2022 meeting.
10. The City Council approved the preliminary docket for further review by staff at their March 1, 2022 meeting.
11. City staff completed their review of the final docket of proposed Comprehensive Plan map and text amendments and corresponding rezone.
12. The potential impacts of the proposed Comprehensive Plan map amendments and corresponding rezones have been considered together and they do not create any inconsistencies when evaluated together.
13. The property owners within 300 feet of the proposed Comprehensive Plan map amendment areas were notified on July 27, 2022 by letter of the proposed amendments and the proposed public meeting schedule.
14. The Planning Commission received a briefing on the final docket of the proposed Comprehensive Plan map and text amendments and corresponding rezones on August 9, 2022 and discussed the proposed amendments at worksessions on August 23, 2022 and September 13, 2022.
15. A Notice of Public Hearing for the Planning Commission public hearing was issued on September 16, 2022. The notice was posted in the subject areas, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*. The letters notifying all property owners within 300 feet of the exterior boundaries of the map amendment areas of the public hearing was sent out on September 16, 2022.
16. The Planning Commission held a public hearing for the Comprehensive Plan map amendments and corresponding rezones on September 27, 2022.
17. Following a public hearing and deliberations on September 27, 2022, the Planning Commission recommended approval of the proposed Comprehensive Plan map amendments and corresponding rezones to the City Council.
18. The City Council's General Government Committee reviewed the proposed Comprehensive Plan map amendments and corresponding rezones in a briefing

on October 12, 2022 and recommended that the City Council approve the proposed Comprehensive Plan map amendments and corresponding rezones.

19. On November 15, 2022, the City Council approved the 2022 Comprehensive Plan map amendments and corresponding rezones.
20. The proposed Comprehensive Plan map amendments and corresponding rezones will be submitted to the Washington State Department of Commerce ten days after final adoption, pursuant to RCW 36.70A.106.
21. Any Conclusion herein, which may be deemed a Finding, is hereby adopted as such.

B. Findings – Comprehensive Plan Land Use Map and Zoning Map

Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone

1. The applicant filed timely applications for a Comprehensive Plan map amendment and corresponding rezone on November 17, 2021 for the 2.76-acre property located to the south of 7223 Littlerock Road SW (Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903) (Permit Numbers TUM-21-1804 and TUM-21-1848). The applications would change the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation and the Single Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) zone district.
2. Staff sent out a letter of completeness for the applications (Permit Numbers TUM-21-1804 and TUM-21-1848) on December 10, 2021.
3. During the preliminary docket review, the City Council, Planning Commission, and staff supported further review of the proposed amendment.
4. Approval of the amendment would result in Comprehensive Plan map amendments of the property from the Single Family Medium Density Residential (SFM) Comprehensive Plan map designation to Multi-Family Medium Density Residential (MFM) Comprehensive Plan map designation, and a corresponding rezone from the Single Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) zone district.
5. The subject property is currently vacant.

6. The Comprehensive Plan map designations of the properties surrounding the amendment area are Multi-Family Medium Density Residential (MFM) to the north, Mixed Use (MU) to east, and Single Family Medium Density (SFM) to the west and south.
7. The zone districts of the properties surrounding the amendment area are Multifamily Medium Density Residential (MFM) to the north, Mixed Use (MU) to east, and Single-Family Medium Density (SFM) to the west and south.
8. Single-family dwellings are to the north and west.
9. A residential subdivision is under construction to the south.
10. Littlerock Road SW and 73rd Avenue SW are to the east.
11. The proposed Comprehensive Plan map amendment and corresponding rezone are in accordance with the City of Tumwater's annual Comprehensive Plan amendment process, as required by Chapter 36.70A RCW.
12. The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act.
13. The proposed Comprehensive Plan map amendment and corresponding rezone for the subject area are internally consistent with the City of Tumwater Comprehensive Plan, including the Housing and Land Use Elements. The City of Tumwater Comprehensive Plan is consistent with County-wide Planning Policies.
14. Conditions in the area have changed to the degree that it is in the public interest to support the amendments to the Comprehensive Plan map and zone district.

C. Findings – Comprehensive Plan Land Use Map and Zoning Map

Triangle West of the Dennis Street SW and Linderson Way SW Intersection – Comprehensive Plan Map Amendment and Corresponding Rezone

1. The City is proposing a Comprehensive Plan map amendment and corresponding rezone for the northern approximately 0.30-acre portion of a 5.73 acre property located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (Portion of Parcel Numbers 1270-32-40303). The amendment would change the Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) Comprehensive Plan map designation and the Single-Family Medium Density

Residential (SFM) to Multifamily High Density Residential (MFH) zone district.

2. During the preliminary docket review, the City Council, Planning Commission, and staff supported further review of the proposed amendment.
3. Approval of the amendment would result in Comprehensive Plan map amendments of the property from the Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) Comprehensive Plan map designation, and a corresponding rezone from the Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) zone district.
4. The subject property is currently vacant.
5. The Comprehensive Plan map designations of the properties surrounding the amendment area are Interstate 5 to the north and west, Single Family Medium Density Residential (SFM) to the east, and Multi-Family High Density Residential (MFH) to the south.
6. The zone districts of the properties surrounding the amendment area are Interstate 5 to the north and west, Single-Family Medium Density Residential (SFM) to the east, and Multifamily High Density Residential (MFH) to the south.
7. Linderson Way SW and single-family dwellings are to the east.
8. A multifamily development is to the south.
9. Interstate 5 is to the north and west.
10. The proposed Comprehensive Plan map amendment and corresponding rezone are in accordance with the City of Tumwater's annual Comprehensive Plan amendment process, as required by Chapter 36.70A RCW.
11. The proposed Comprehensive Plan map amendment and corresponding rezone meet the fourteen goals of the Washington State Growth Management Act.
12. The proposed Comprehensive Plan map amendment and corresponding rezone for the subject area are internally consistent with the City of Tumwater Comprehensive Plan, including the Housing and Land Use Elements. The City of Tumwater Comprehensive Plan is consistent with County-wide Planning Policies.

13. Conditions in the area have changed to the degree that it is in the public interest to support the amendments to the Comprehensive Plan map and zone district.

Section 2. Conclusions. For the purposes of effective land use planning, the Tumwater City Council makes the following conclusions:

A. General Conclusions

1. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and proposed revisions prepared by City staff, and the public comments received, the City Council finds and declares that the Comprehensive Plan map amendments and corresponding rezones have been prepared in conformance with applicable law. This includes Chapter 36.70A RCW, Chapter 43.21C RCW, and the City of Tumwater Public Participation and Intergovernmental Coordination Procedures.
2. Based on its review of the requirements of Chapter 36.70A RCW, the analysis and proposed revisions prepared by City staff, the proposed revisions forwarded by the Planning Commission, and the public comments received, the City Council accepts the Comprehensive Plan map amendments, and corresponding rezones. The City Council hereby finds and declares that the Comprehensive Plan map amendments and corresponding rezones comply with the requirements of Chapter 36.70A RCW.
3. Any Finding herein, which may be deemed a Conclusion, is hereby adopted as such.

B. Conclusions – Comprehensive Plan Land Use Map and Zoning Map

Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone

Consistent with the aforementioned findings, the properties located south of 7223 Littlerock Road SW (Thurston County Assessor Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903) are to be re-designated from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) the Comprehensive Plan map designation of the parcels and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM) as shown in Exhibit “A-1”, Exhibit “A-2”, and Exhibit “A-3”.

C. Conclusions – Comprehensive Plan Land Use Map and Zoning Map

**Triangle West of the Dennis Street SW and Linderson Way SW Intersection
– Comprehensive Plan Map Amendment and Corresponding Rezone**

Consistent with the aforementioned findings, the northern approximately 0.30-acre portion of a 5.73 acre property located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW (A portion of Parcel Number 1270-32-40303) are to be re-designated from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) the Comprehensive Plan map designation of the parcels and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH) as shown in Exhibit “B-1”, Exhibit “B-2”, Exhibit “B-3”, and Exhibit “B-4”.

Section 3. Wells Littlerock – Comprehensive Plan Map Amendment and Corresponding Rezone. The City-Wide Land Use Map in the City of Tumwater Comprehensive Plan (Exhibit “A-1”), the Littlerock Neighborhood Future Land Use Map (Exhibit “A-2”), and the City of Tumwater City-Wide Zoning Map (Exhibit “A-3”) are hereby amended as shown in Exhibits “A-1”, “A-2”, and “A-3” attached hereto.

Parcel Numbers 1270-44-30901, 1270-44-30902, and 1270-44-30903 are hereby re-designated from Single Family Medium Density Residential (SFM) to Multi-Family Medium Density Residential (MFM) and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily Medium Density Residential (MFM).

Section 4. Triangle West of the Dennis Street SW and Linderson Way SW Intersection – Comprehensive Plan Map Amendment and Corresponding Rezone. The City-Wide Land Use Map in the City of Tumwater Comprehensive Plan (Exhibit “B-1”), the New Market Neighborhood Future Land Use Map (Exhibit “B-2”), SE Capitol Boulevard Neighborhood Future Land Use Map (Exhibit “B-3”), and the City of Tumwater City-Wide Zoning Map (Exhibit “B-4”) are hereby amended as shown in Exhibits “B-1”, “B-2”, “B-3”, and “B-4” attached hereto.

A portion of Parcel Number 1270-32-40303 is hereby re-designated from Single Family Medium Density Residential (SFM) to Multi-Family High Density Residential (MFH) and rezoned from Single-Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

Section 5. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 7. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 9. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

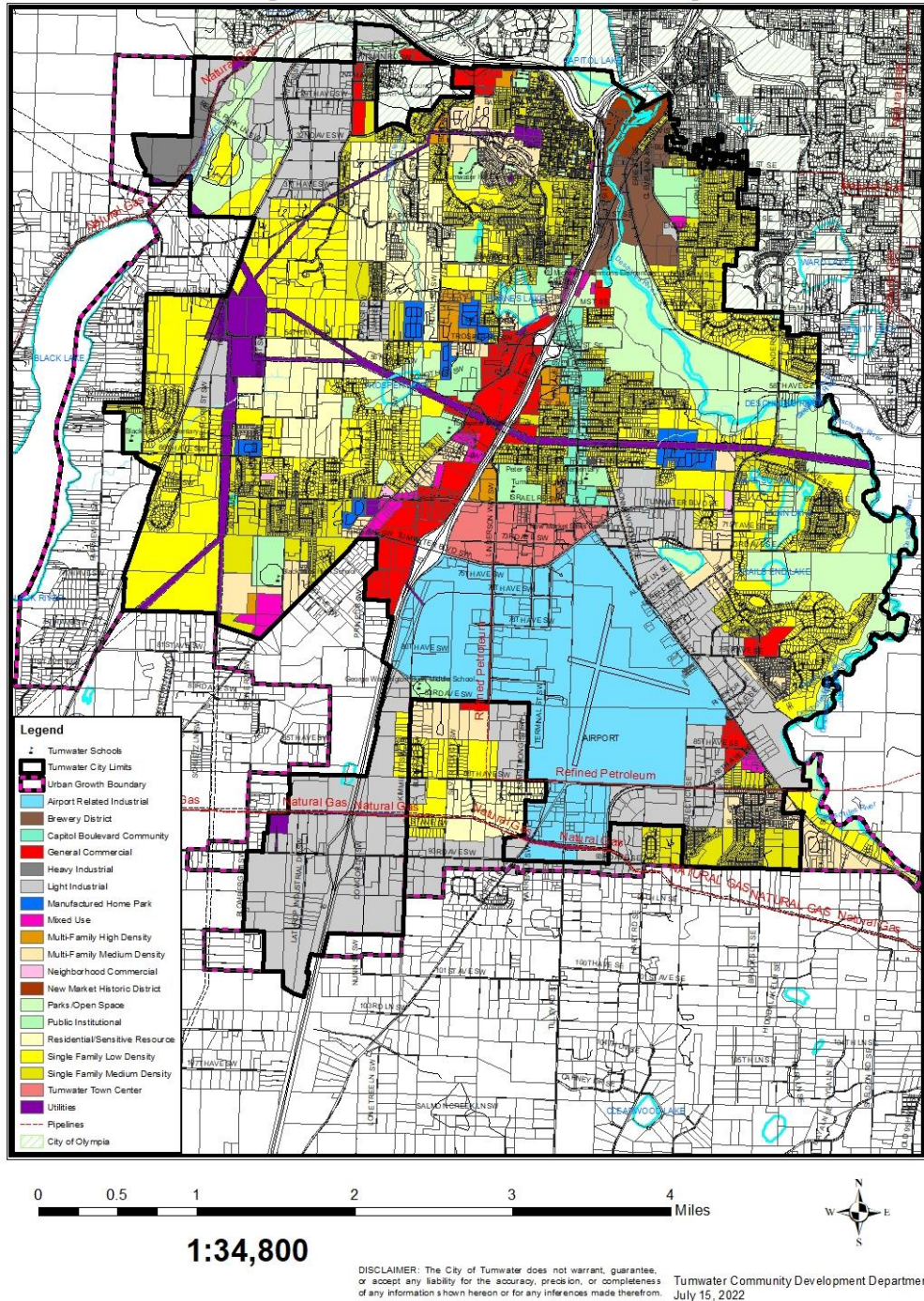
Published:_____

Effective Date:_____

Exhibit "A-1"

***Wells Littlerock Amendment to the City of Tumwater Comprehensive Plan
City-Wide Land Use Map***

City of Tumwater City-Wide Land Use Map



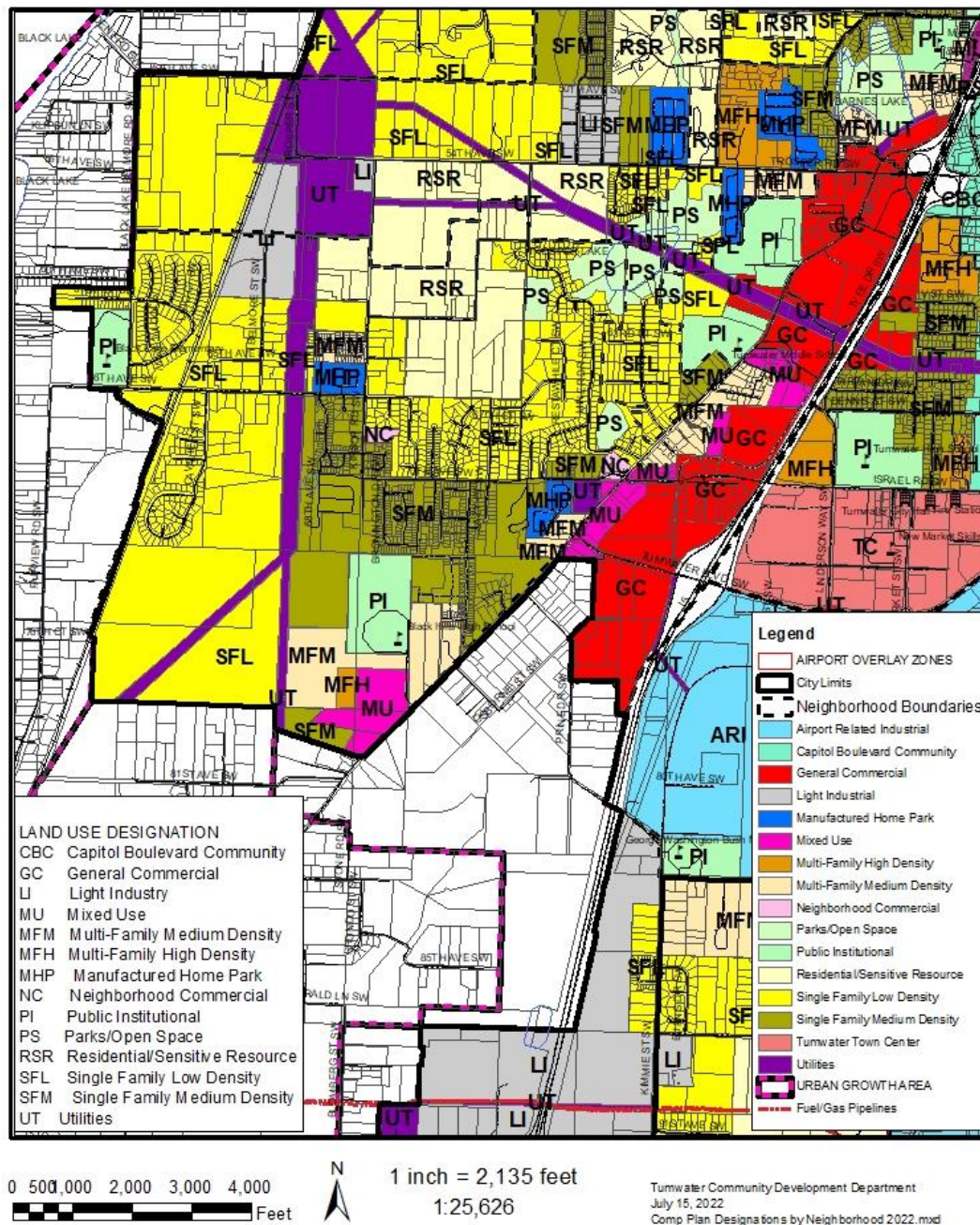
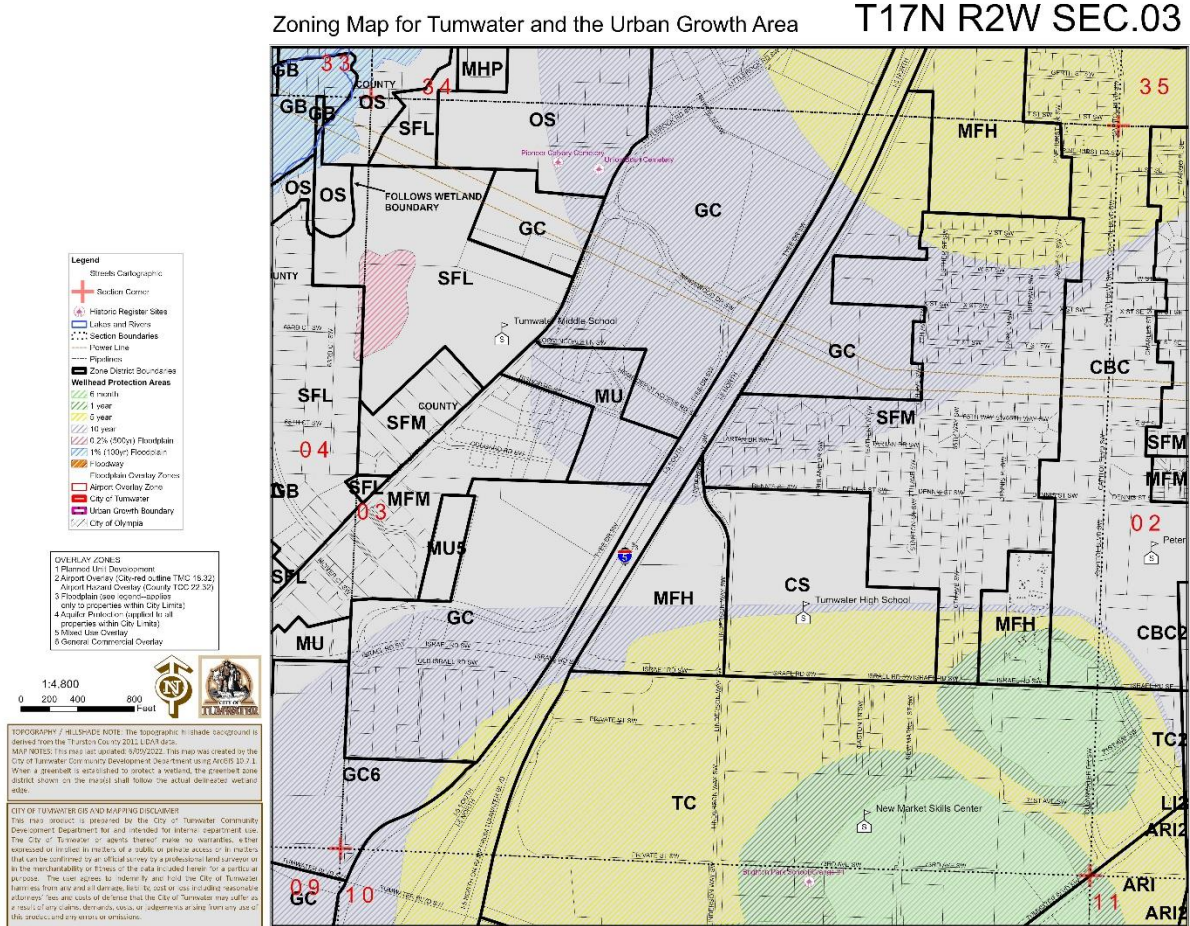
*Exhibit "A-2"***Wells Littlerock Amendment to the City of Tumwater Comprehensive Plan
Littlerock Neighborhood Future Land Use Map****Littlerock Neighborhood
Future Land Use**

Exhibit "A-3"**Wells Littlerock Amendment to the City of Tumwater City-Wide Zoning Map**

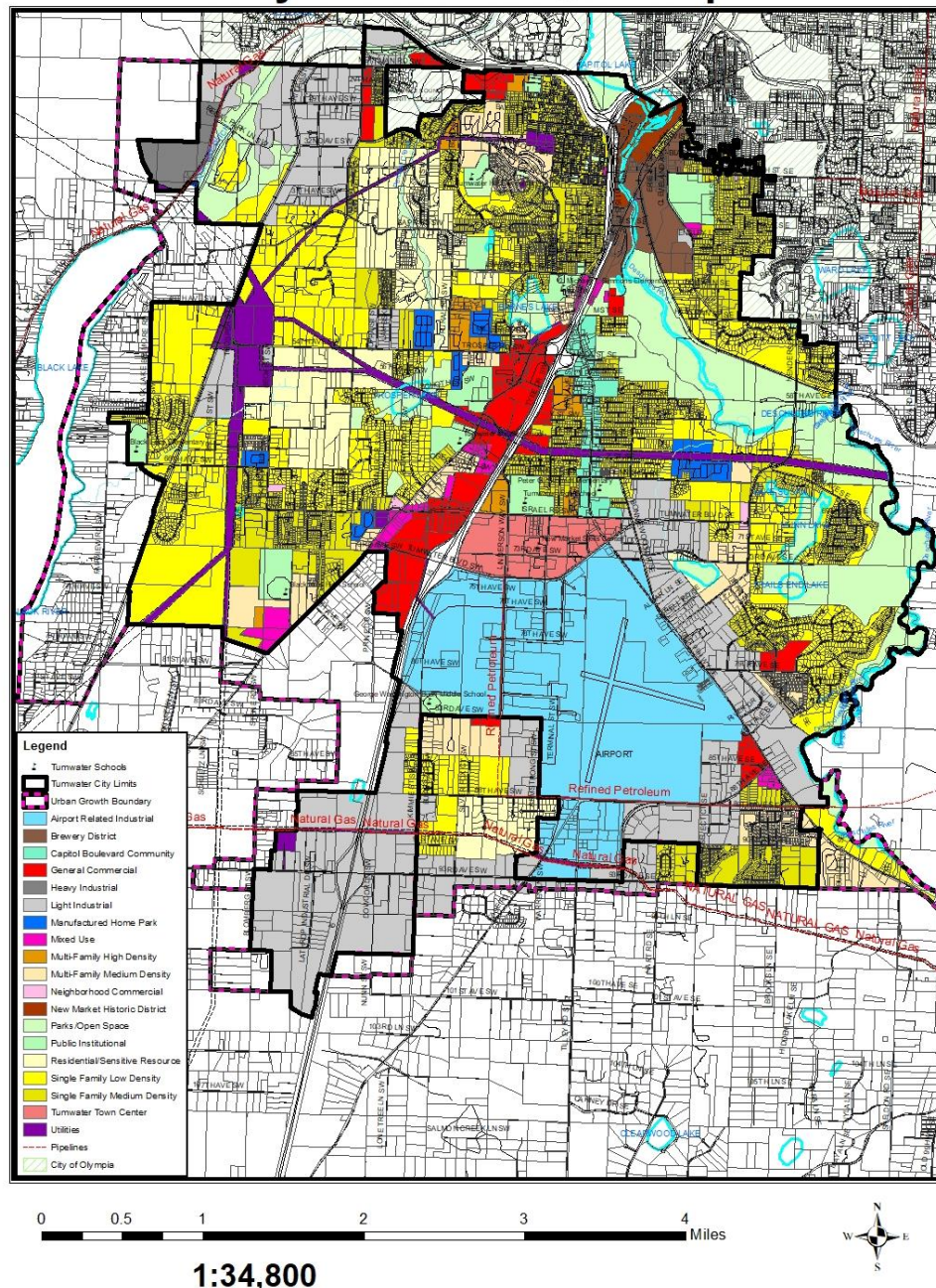
*Exhibit "B-1"****Triangle West of the Dennis Street SW and Linderson Way SW Intersection
Amendment to the City of Tumwater Comprehensive Plan City-Wide
Land Use Map*****City of Tumwater
City-Wide Land Use Map**

Exhibit "B-2"

***Triangle West of the Dennis Street SW and Linderson Way SW Intersection
Amendment to the City of Tumwater Comprehensive Plan New Market
Neighborhood Future Land Use Map***

New Market Neighborhood Future Land Use

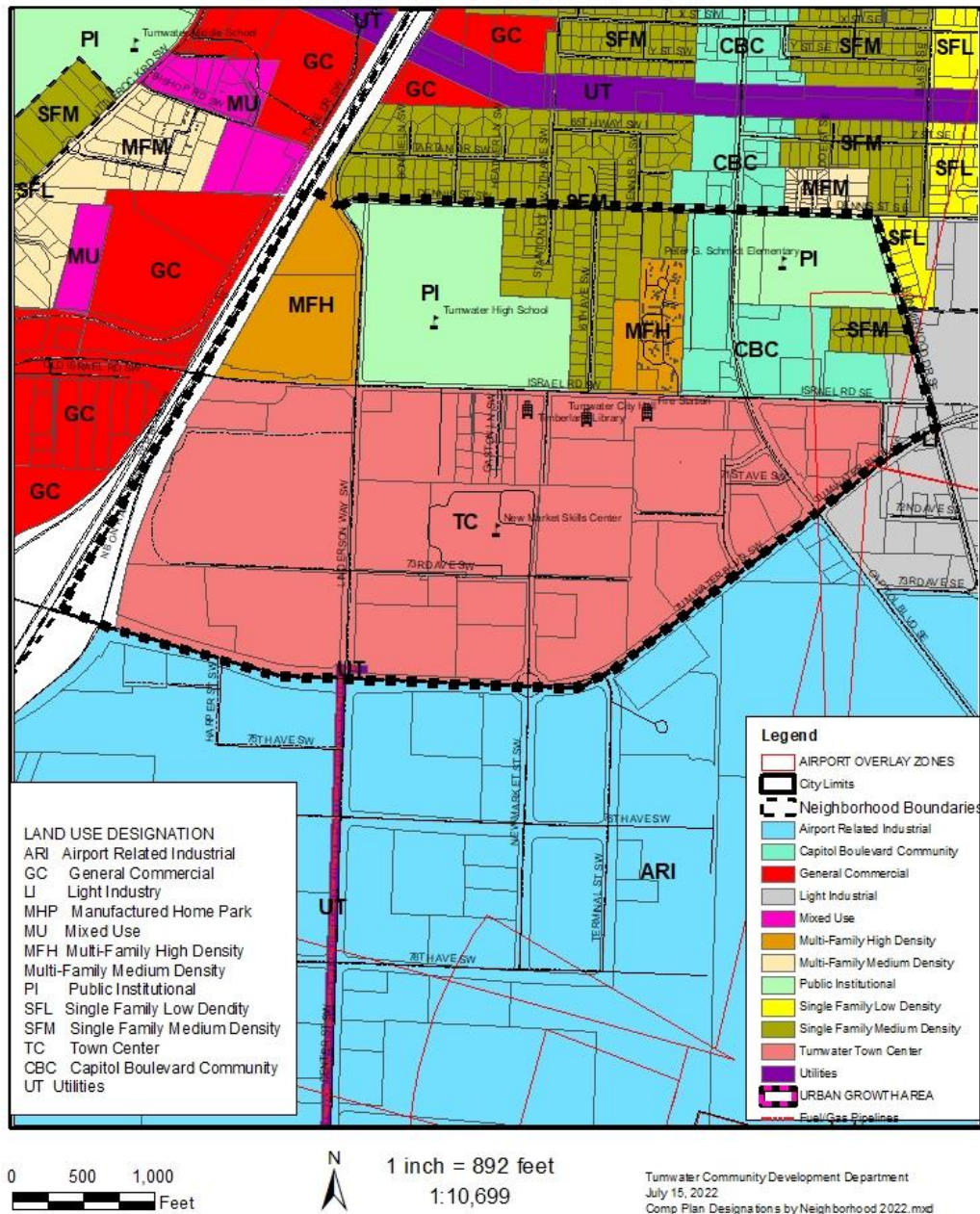
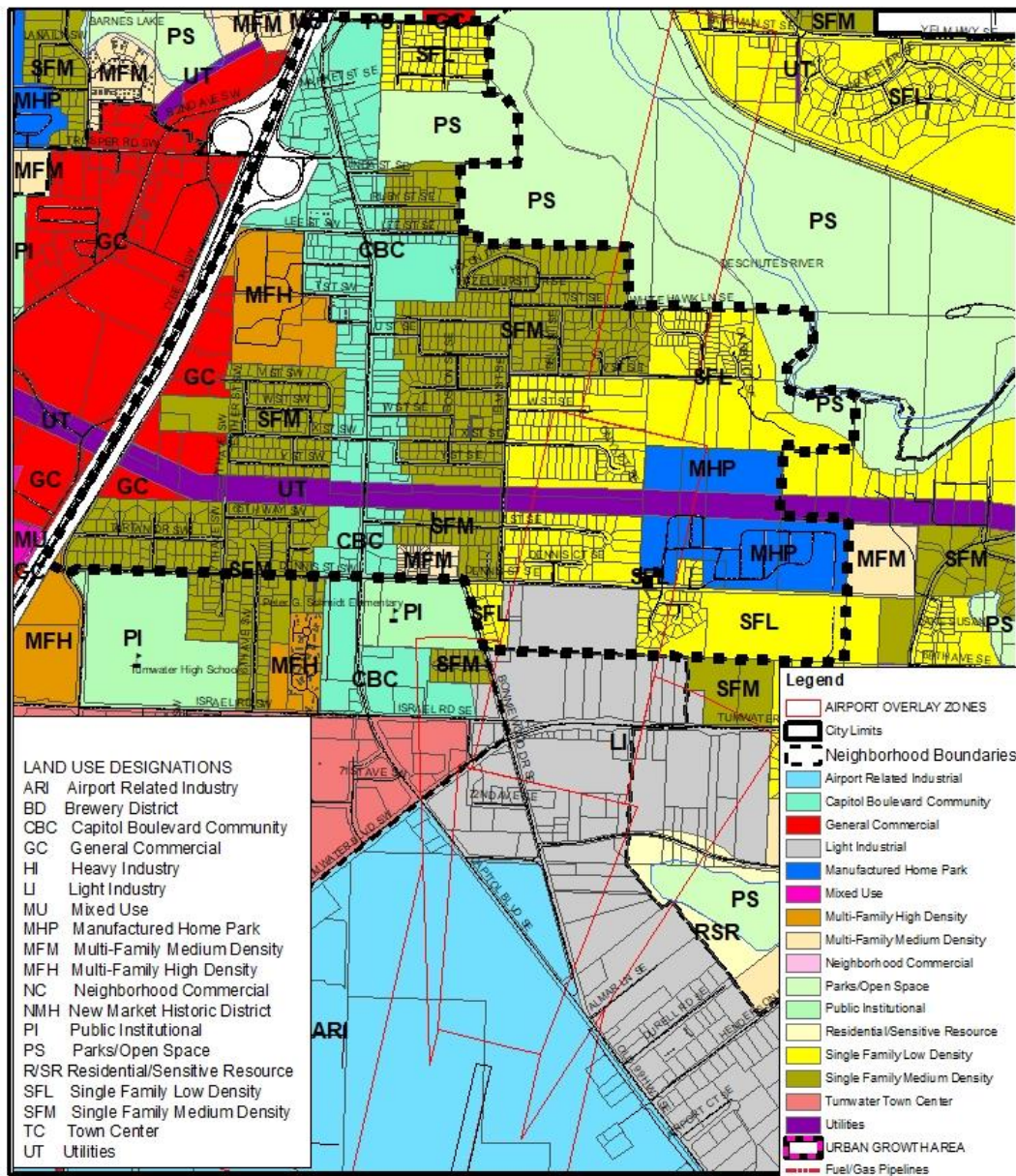


Exhibit "B-3"

***Triangle West of the Dennis Street SW and Linderson Way SW Intersection
Amendment to the City of Tumwater Comprehensive Plan SE Capitol
Boulevard Neighborhood Future Land Use Map***

SE Capitol Boulevard Neighborhood Future Land Use



0 500 1,000 2,000
Feet

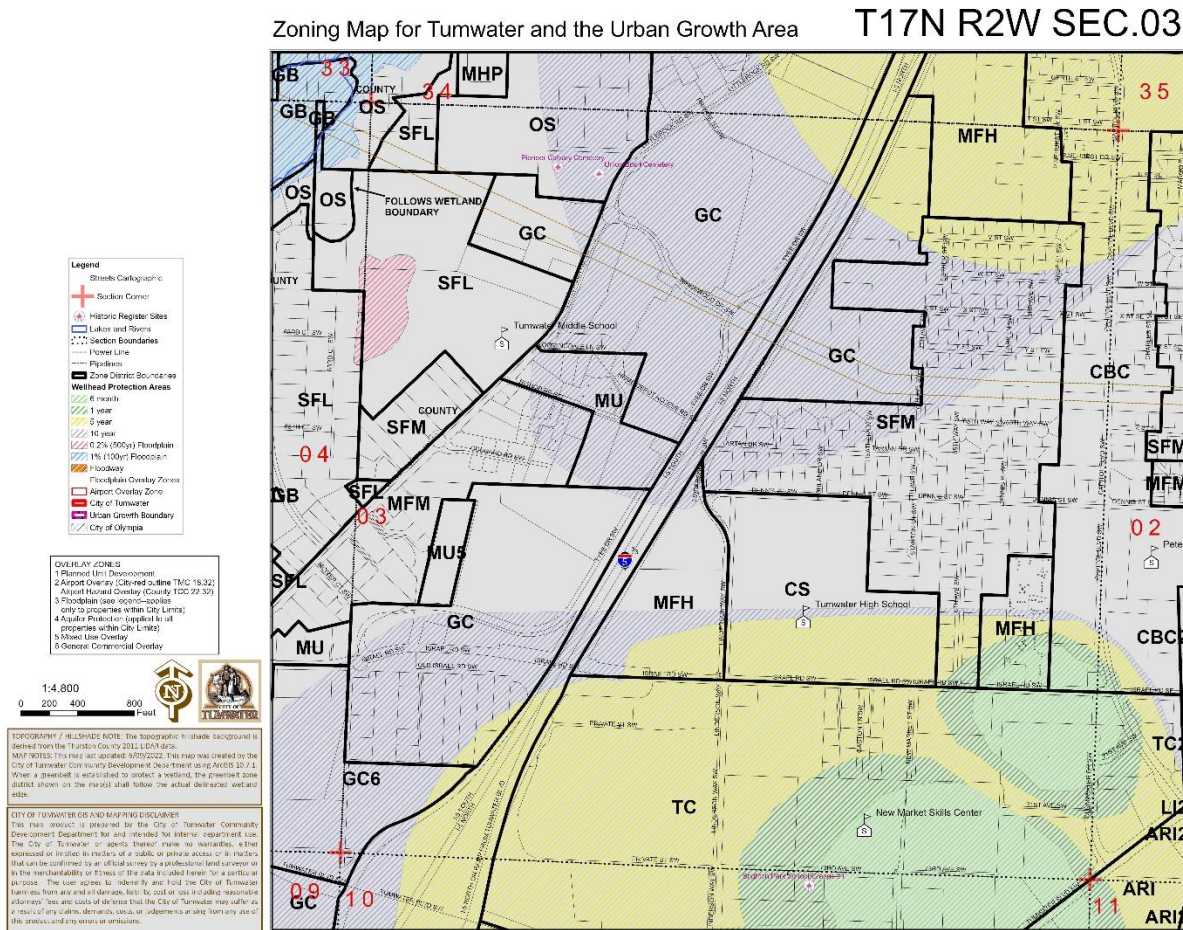


1 inch = 1,250 feet
1:15,000

Tumwater Community Development Department
July 19, 2022
Comp Plan Designations by Neighborhood 2022.mxd

Exhibit "B-4"

***Triangle West of the Dennis Street SW and Linderson Way SW Intersection
Amendment to the City of Tumwater City-Wide Zoning Map***



2022 Comprehensive Plan Map & Text Amendments and Associated Rezones

Final Docket – O2022-033

November 15, 2022
City Council



2022 Proposed Amendments

1. One private map amendment and associated rezone
2. Three City sponsored text amendments
3. One City sponsored map amendment and associated rezone

2022 Private Amendment

Proposed Private Map Amendment and associated rezone:

1. Wells Littlerock Comprehensive Plan Land Use Map Amendment (TUM-21-1848) and Corresponding Rezone (TUM-21-1804)

1. Wells Littlerock

Proponent:	Glenn Wells
Owner:	Marvin L. Beagles
Location:	Three adjacent parcels located to the south of 7223 Littlerock Road SW
Parcel Numbers:	1270-44-30901, 1270-44-30902, and 1270-44-30903
Area Size:	2.76 Acres
Current Use:	Vacant

1. Amendment Summary

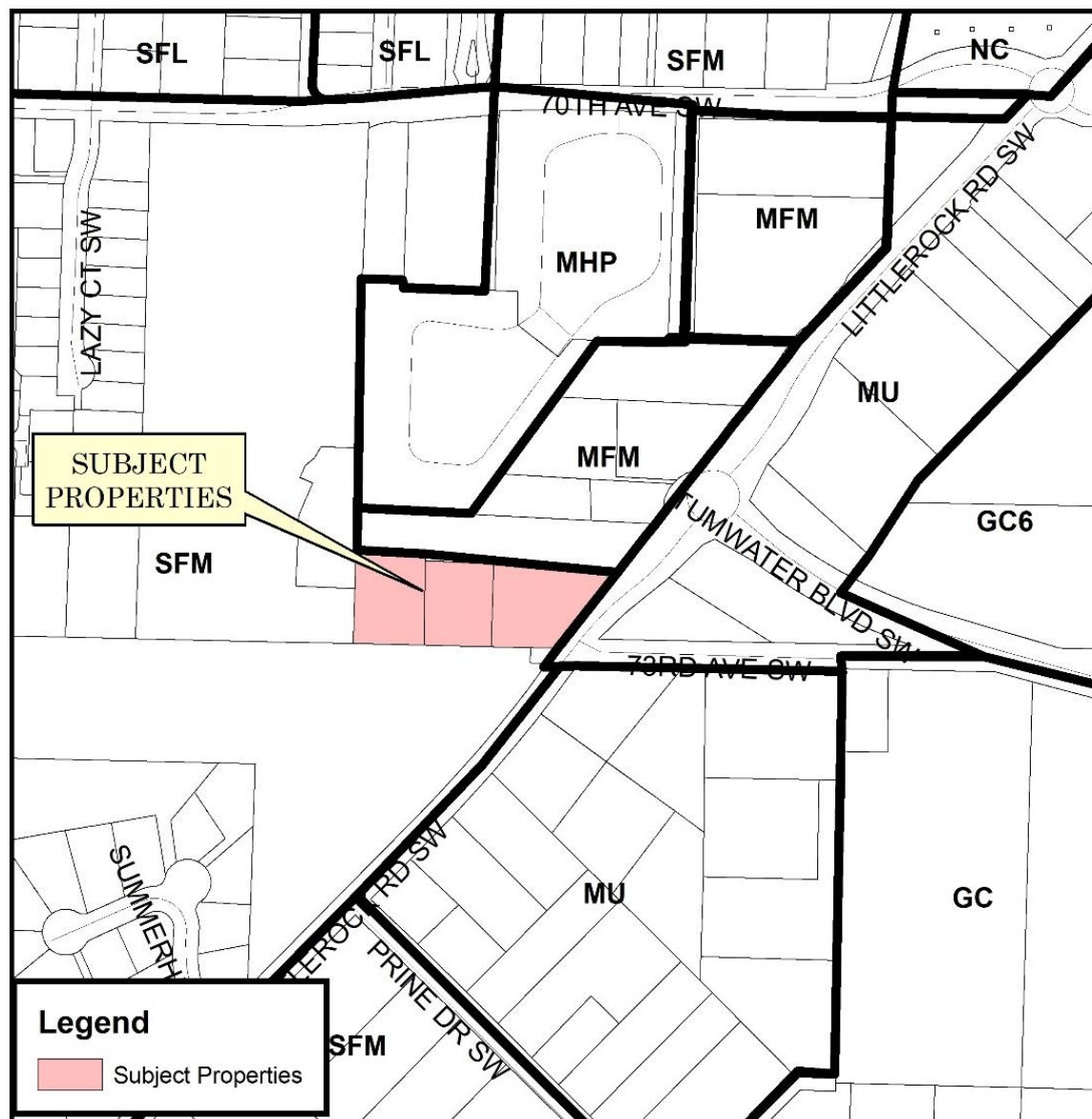
Current Comprehensive Plan map designation and zone district:

- Single Family Medium Density Residential (SFM)

Proposed Comprehensive Plan map designation and zone district:

- Multi-Family Medium Density Residential (MFM)

1. Map of Amendment Area



1. Map of Amendment Area



2022 Text Amendments

2. Neighborhood Character
3. Thurston Climate Mitigation Plan – Update greenhouse gas emission (GHG) targets
4. Essential Public Facilities Amendments

2. Neighborhood Character

Review Comprehensive Plan Housing and Land Use Elements to determine if there are amendments needed to address “neighborhood character”

2. Neighborhood Character

- The Planning Commission reviewed the Comprehensive Plan Housing and Land Use Elements and recommended no amendments to address this issue in 2022
- The Planning Commission recommended that amendments to address this issue be included as part of the larger 2022 – 2025 review and periodic update of the Comprehensive Plan

3. GHG Targets

Review Comprehensive Plan Conservation and Land Use Elements and determine if there are amendments needed to address HB 2311

3. GHG Targets

- The Planning Commission reviewed and recommended no amendments to address the requirements of HB 2311 in 2022
- The Planning Commission recommended that amendments to address HB 2311 be included as part of the larger 2022 – 2025 review and periodic update of the Comprehensive Plan that address climate change

4. Essential Public Facilities

Review the Comprehensive Plan Land Use Element and determine if there are amendments needed to address essential public facilities, including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; recovery house facilities

4. Essential Public Facilities

- The Planning Commission reviewed and recommended no amendments to address essential public facilities in 2022
- The Planning Commission recommended that amendments to address essential public facilities be included as part of the larger 2022 – 2025 review and periodic update of the Comprehensive Plan

5. Dennis/Linderson Triangle

Proponent:	City of Tumwater
Location:	6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW
Parcel Numbers:	Portion of 1270-32-40303
Area Size:	Portion of 5.73 Acres
Current Use:	Vacant

5. Amendment Summary

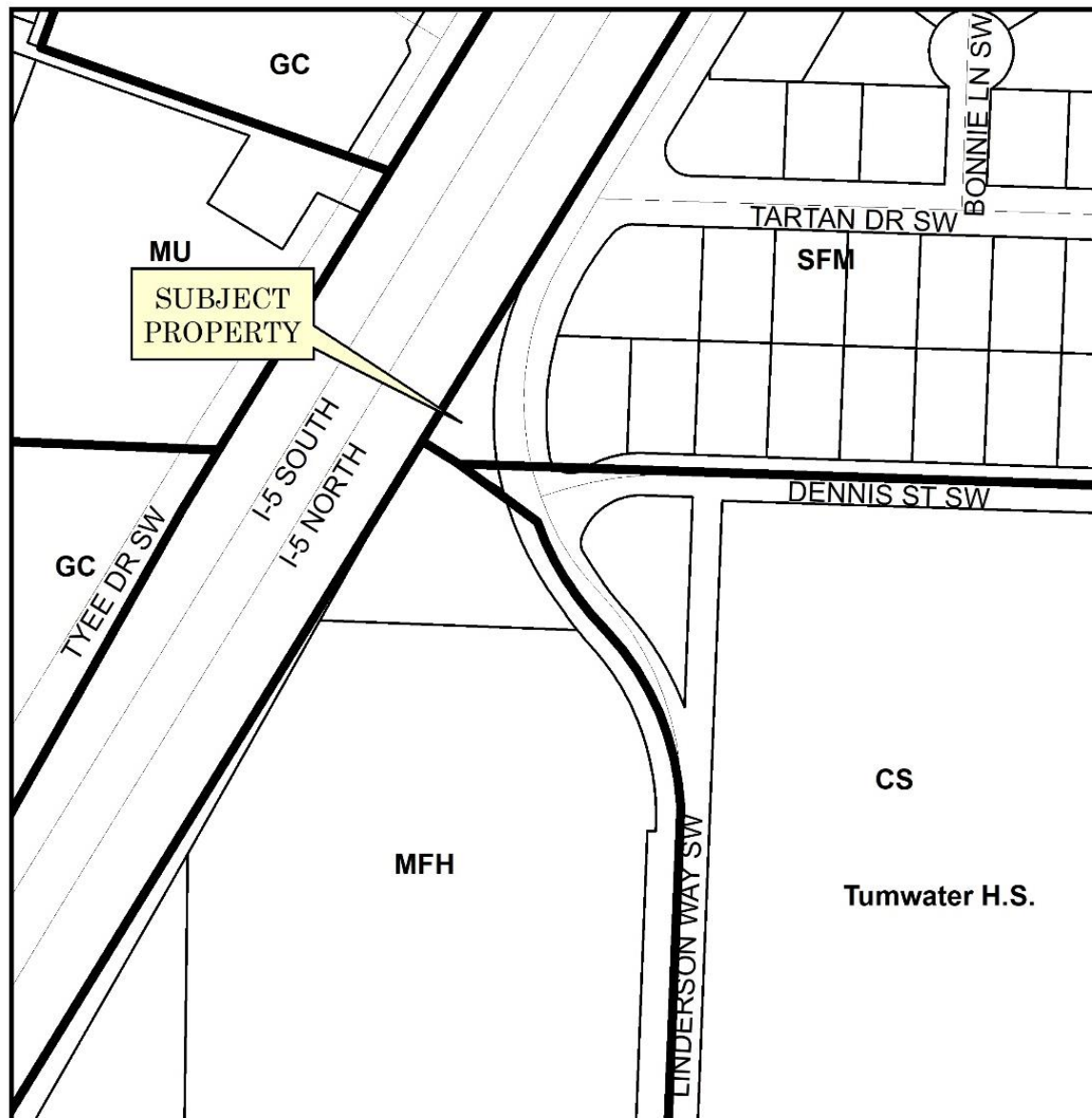
Current Comprehensive Plan map designation and zone district:

- Single Family Medium Density Residential (SFM)

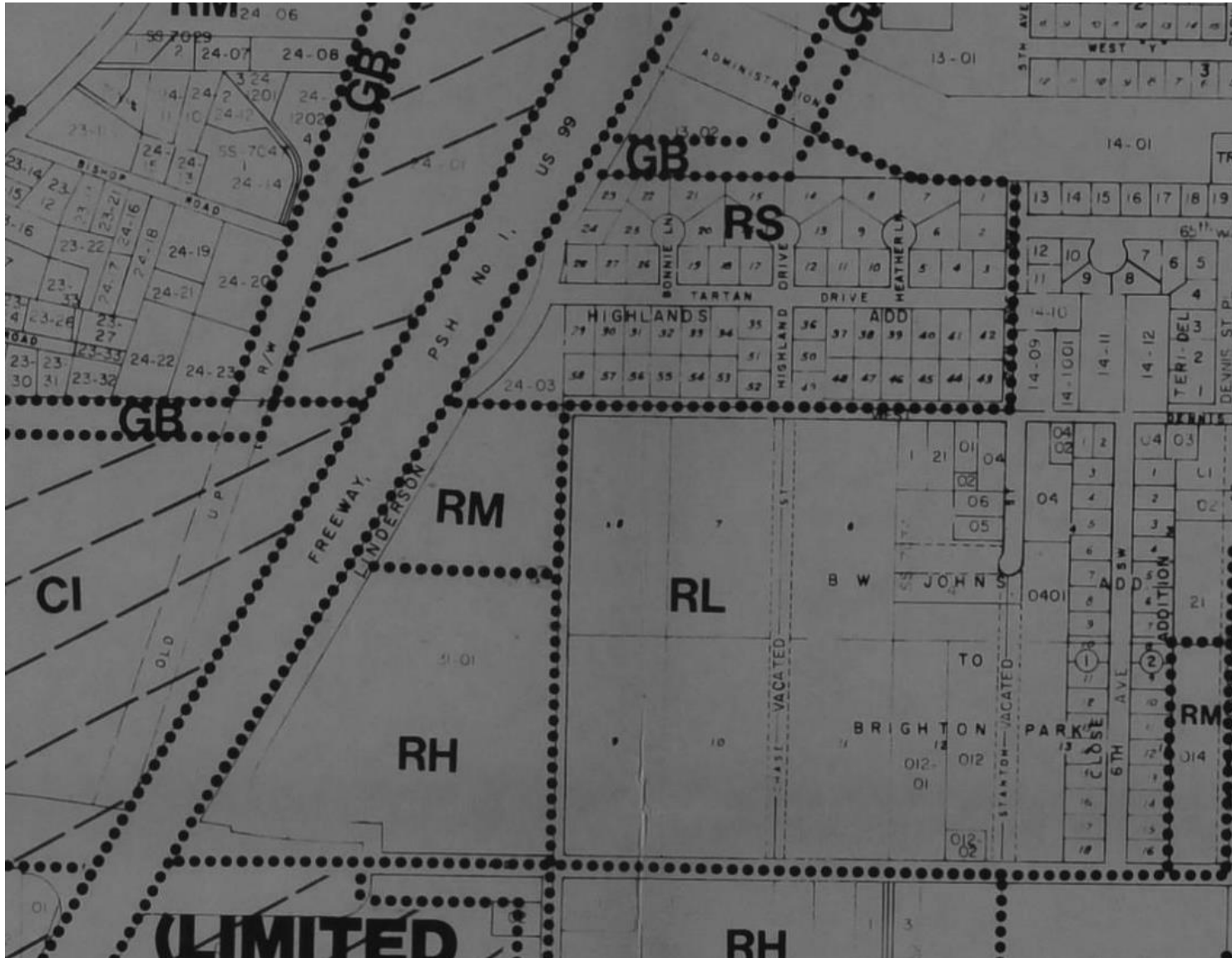
Proposed Comprehensive Plan map designation and zone district:

- Multifamily High Density Residential (MFH)

5. Map of Amendment Area



5. Map of Amendment Area



5. Map of Amendment Area



Final Recommendation

1. After a public hearing, the Planning Commission recommended that the City Council approve the two proposed Comprehensive Plan map amendments and corresponding rezones by Ordinance No. O2022-003

Final Recommendation

2. In addition, the Planning Commission recommended to the City Council that the three proposed text amendments that were not included in Ordinance No. O2022-003 after Planning Commission discussions, concerning Neighborhood Character, updates related to the Thurston Climate Mitigation Plan and Essential Public Facilities be incorporated into the 2022 – 2025 ten-year Comprehensive Plan periodic update

Final Recommendation

3. The General Government Committee held a briefing the Planning Commission's recommendation on Ordinance No. O2022-003 on October 12, 2022, agreed with the Planning Commission's recommendation, and recommended that the ordinance go forward to the City Council on consent

TO: City Council
FROM: James Trujillo, Administrative Services Director
DATE: November 15, 2022
SUBJECT: City of Tumwater and IAFF Local 2409 Contract

1) Recommended Action:

Approve City of Tumwater and IAFF Local 2409 Contract through 2024.

2) Background:

The City has been in negotiation with IAFF Local 2409 in good faith using the Interest Based Bargaining method. Both parties have reached a tentative agreement and the updated contract is enclosed for Council approval. Should the RFA pass in 2023, a new RFA contract may supersede this contract before termination.

3) Policy Support:

The City is required to bargain with IAFF for wages, benefits and working conditions.

4) Alternatives:

☐ Reject the contract.

5) Fiscal Notes:

The contract represents an estimated investment of \$754,467 over the term of the contract. The contract includes a 4% COLA in year one and a variable COLA in year two. The contract changes medical benefits to a high-deductible plan which saves the City approximately \$140K over the life of the contract.

6) Attachments:

A. City of Tumwater Local 2409 Contract.

**AGREEMENT BETWEEN
THE CITY OF TUMWATER**



AND

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS LOCAL 2409**

2023-2024

AGREEMENT BETWEEN
THE CITY OF TUMWATER
AND
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 2409

ARTICLE 1 - PREAMBLE

This agreement is made and entered into by and between the International Association of Firefighters, Local 2409 (hereafter referred to as the Union) and the City of Tumwater, WA (hereafter referred to as the Employer or City). The City agrees that all written conditions of employment in its individual operation relating to wages, hours of work, overtime as defined for this unit, general working conditions, benefits and job security provisions shall be maintained at not less than the standards in effect at the time of the signing of this Agreement as defined for this unit unless changed by mutual agreement.

It is hereby agreed by the parties signatory hereto that it has been and will continue to be in their best interests to promote and encourage areas of understanding and cooperation in Labor-Management Relations; to promote efficiency and responsibility in the performance of the work and accomplishment of the public purposes of the City of Tumwater; to promote procedures and methods to promptly and fairly adjust differences, misunderstandings and disputes; to promptly promote reasonable and fair working conditions and to encourage an environment of goodwill and harmony between the Employer and the Employees for the benefit of all.

ARTICLE 2 - RECOGNITION

The City recognizes that according to law Local 2409, International Association of Firefighters, has the right to bargain for all permanent, full-time Employees of the Fire department, with the exception of the Chief, Assistant Chief, and clerical staff.

ARTICLE 3 - UNION MEMBERSHIP

- 3.01: It is agreed that the Union shall indemnify, defend and hold harmless the Employer and its officials, representatives and agents against any and all reasonable costs that shall arise out of, or by reason of action taken or not taken by the Employer in complying with the provisions of this article. If an improper deduction is made the Union shall refund any such amount directly to the Employee.
- 3.02: The Employer will distribute one copy of this agreement to each newly hired Employee of the unit.

- 3.03: The Union agrees to supply the Employer with lists of officers of the Union and its representatives and to keep such lists current. The Employer will recognize the officers and representatives ten (10) days after receipt in writing by the Mayor of the City of Tumwater.
- 3.04: The City agrees to allow time off with pay for the above mentioned union officers or their designee, up to a total of 288 hours per year, to attend local, state or national conferences or seminars provided that:
- (a) Notice is given at least forty-eight hours in advance;
 - (b) The absence of the Officer(s) will not negatively affect department operations as determined by the Chief; and
 - (c) The cost of relief employees shall be the responsibility of the Union.
- 3.05: The Union agrees to accept any Employees as members without discrimination as to race, color, creed, gender, sexual orientation, national origin or physical, sensory or mental disability, or any other protected class status.
- 3.06: The Union, its business representatives, or its members shall not collect dues or conduct Union business except as provided herein.
- 3.07: Any charges by the City which indicate that a Union representative is spending an unreasonable amount of time in handling grievances or disputes or performing other duties for the Union shall be referred to the Mayor, or his/her designee, for discussion with the official Union representative. The City shall have the right to require the Union to refrain from excessive activities, or if after discussion with the Union representative, the representative continues to spend an unreasonable amount of time handling grievance disputes, the City may withdraw labor relation privileges from the representative to carry out those functions on Department time. It will be the responsibility of the Mayor, or his/her designee, to make this determination.
- 3.08: There will be no shop stewards appointed by the Union for this unit.
- 3.09: The Employer will provide for payroll deductions of Union dues, assessments and fair share amounts upon voluntary written authorization by the Employee. Payroll deduction authorization cards must be received by the City by the fifteenth (15th) day of the month to

be recognized as effective for that month. The City will transmit to the duly designated officer of the Union the total amount so deducted, together with the list of names of the Employees from whose pay deductions shall be made by the Union and the Union shall settle all questions and disputes between it and its members with reference to the deductions, or refunds, or the like, without recourse to the City.

ARTICLE 4 - NON DISCRIMINATION

- 4.01: No Employee shall be discriminated against for upholding Union principles, nor shall any Employee who serves as an officer, or on a committee of the Union, lose his/her job, or be discriminated against for such reasons.
- 4.02: No Employees shall receive a reduction in wages, or be deprived of more favorable working conditions due to the signing of this agreement.

ARTICLE 5 - SENIORITY

- 5.01: The principal of seniority (length of service) within each classification and each Employee's total service within the City Fire Department will be applied when an Employee is laid-off for lack of funds, or lack of work, and for rehire when work becomes available. Lay-offs will be by classification as determined by the City. However, if an Employee is being laid-off by classification and he/she has held another position at a lower level of the organization within the Fire Department and has more seniority than an Employee within that class, he/she will have the right to bump the least senior Employee. For the purpose of this contract, the City will determine the classification to be used in the Fire Department. Provided, however, that in the event of a lay-off caused by the elimination of the paramedic program within the City Fire Department, seniority will be determined by continuous full-time employment with the City Fire Department without regard to job classification.
- 5.02: Seniority shall be broken by a lay-off of two (2) years, by voluntary resignation or by discharge for just cause.
- 5.03: In the event of a lay-off or reduction in force, where a tie exists seniority shall be determined by the Civil Service Commission list.

ARTICLE 6 - PROBATION

- 6.01: Upon entry into the Fire Department the Employee may be required to serve a maximum one (1) year probationary period, unless extended as

per Civil Service Rules. Upon successful completion of the probationary period the Employee shall be considered a fully appointed Employee.

- 6.02: The probationary period for re-hires, promotions or voluntary transfers to positions covered by this Agreement with different job descriptions (including transfers from Firefighter / Paramedic to Firefighter) shall be six (6) calendar months.

ARTICLE 7 - SALARIES

- 7.01: The monthly salaries for the classifications covered by this agreement are contained in pay schedules in Appendix-A to this agreement.

Effective January 1, 2023, the monthly pay schedule shall be increased by 6.0% to adjust for both labor market increases (2.0%) and cost of living (4.0%).

Effective January 1, 2024, the monthly pay schedule shall be increased by 5-6.5%. 1.5% represents a static market adjustment that shall not change. The COLA adjustment shall be a minimum of 3.5% to a maximum of 5% based on Seattle/Tacoma/Bellevue June 2023 CPI-U.

The pay ranges in the salary matrices for each job class shall reflect the differences relative to the top step of the Firefighter job class as reflected in Appendix "A" to this agreement.

- 7.02: Step raises shall be at yearly intervals beginning at the date of hire except that those hired into the recruit step shall advance to Step One after six months of service. Each pay step will be a percentage of top step firefighter as identified in Appendix A. The Recruit step shall be applied during the first six (6) months of employment as a Firefighter or a Firefighter / Paramedic.

Employees promoted will receive a step increase after six months.

- 7.03: Firefighters and Fire Lieutenants that retain their Paramedic Certification may, at the sole discretion of management, work and be paid at the equivalent Paramedic pay rate. Management retains the authority to approve any voluntary transfers and may require such employees to fill paramedic shift vacancies as needed.

- 7.04: Beginning in June of 2023, employees in the Firefighter classification may complete a management designed and approved Master Driver Certification. Any eligible employees, up to four (4) who complete the

certification will be eligible for a specialty pay equal to 3.5% of their regular rate of pay beginning in 2024. The Master Driver Certification must be maintained to retain the specialty pay. Training required to maintain the certification is at the sole discretion of management.

ARTICLE 8 - HOURS OF DUTY

8.01: A provisional 4-Platoon schedule shall be continued through 2024, and may continue in subsequent contracts following successful achievement of goals as defined:

- 8.01.01: Positive impact to operational effectiveness and efficiency
- 8.01.02: Reduced overtime due to annual leave scheduling
- 8.01.03: Equalization of staffing across shifts
- 8.01.04: Overall impact of overtime

Based on an annual evaluation of evidence by the City and Union, parties agree to adjust terms and scheduling practices to meet the defined goals above.

The 4-Platoon system consists of four shifts: A, B, C, and D, and Float.

8.02: Twenty-Four Hour Shift Employee: Under the provisional 4-platoon system, static work days for Shift Employees shall be one (1) static work day consisting of twenty-four (24) hours, followed by forty-eight (48) hours off duty, followed by one (1) static work day consisting of twenty-four (24) hours, followed by ninety-six (96) hours off duty.

Within each twenty-four (24) day work cycle, Shift Employees shall schedule not more than one (1) dynamic work day (a duty shift worked in addition to the assigned static work schedule listed above) to balance hours worked. This dynamic shift shall be approved by management.

Shift Employees will work 91 static work days per year and 15 dynamic work days to total 106 shifts per year, totaling 2,544 annual contract hours.

Float Employee(s): Under the provisional 4-Platoon system, designated Float Employees(s) will schedule no more than seven (7) duty shifts consisting of twenty-four (24) hours each in every 24-day work cycle for a total of 106 shifts per year, totaling 2,544 annual contract hours. Shifts will be scheduled in accordance with a mutually agreed upon process by the Labor Management Committee. Float Employees are subject to the shift limits outlined in sections 8.04-8.07.

- 8.03: Daytime Employees: Day personnel shall work a schedule mutually agreed upon by the Chief and the Union not to exceed 40 hours per week. The standard workday and normal hours of day personnel shall be consistent with City policy. Alternative work schedules may be used if mutually beneficial to the City and the employee and consistent with City policy.
- 8.04: Employees will not work beyond 48-hours or two (2) consecutive duty shifts. After any 48-hour work period on a duty shift, employees must have a minimum of a 12-hour rest period before returning to another duty shift. This limitation does not prohibit completion of shift assignments.
- 8.05: Employees may be required to work beyond their regular scheduled hours of work up to a maximum of forty-eight (48) consecutive hours with twelve (12) hours minimum rest period before their next scheduled shift.
- 8.06: In preparation of, responding to, or recovering from a catastrophic emergency or special event that requires additional staffing, the limitation of section 8.04 will be waived.
- 8.07: Employees may work in a support role which involves training, administration, special events, or public education prior to or immediately following a 48-hour shift. This time will be included as a rest period.

ARTICLE 9 - OVERTIME

- 9.01: In the event that a need for overtime should occur in the department, it shall be paid at the rate of one and one-half (1-1/2) times the Employee's hourly rate. If an Employee is called in for overtime, a minimum of two (2) hours at the appropriate rate at time and one-half shall be earned by the Employee.
- 9.02: Employees required to work beyond their normal shifts (before or after) due to alarm response will be compensated at time and one-half (1-1/2) the actual time worked.
- 9.03: Management will determine:
- 9.03.01: The number of Employees needed to work overtime.
 - 9.03.02: The Employees within the class having the ability.
- 9.04: Normally the overtime scheduling of personnel will be on a rotating basis.

- 9.05: Should any provisions of Article 10 be in conflict with provisions of the Fair Labor Standards Act, the Fair Labor Standards Act shall prevail.
- 9.06: If the Chief or a senior officer at a scene determines that additional full-time firefighters are needed for a 2nd alarm, the regular firefighters called back will receive time and one-half (1-1/2) for the hours worked.
- 9.07: Daytime Employees may be added to the normal rotating overtime schedule. Employees must meet the training requirements for the position needed. Overtime shifts are subject to the approval of management. Overtime shall not interfere with their normally assigned work schedule. Daytime Employees will be compensated at the 24-hour Shift Employee rate according to weighted methods outlined by federal and state law.
- 9.08: Employees may request compensatory time in lieu of overtime for mandatory training, employer directed activities, or required meetings. Management reserves the right to define which activities are eligible for compensatory time. Such time shall be added to the employee's annual leave bank.

ARTICLE 10 - DUTY OUT OF RANK

- 10.01: Duty out of rank pay will be provided for Lieutenant rank employees working in a Battalion Chief position as assigned by management for a period exceeding 4 hours.
- 10.02: The additional pay per shift will be calculated annually as:
- Duty out of Rank Pay = Pay Differential from the Fire Lieutenant Step 5 of 10% (115% to 125%) or the Paramedic Lieutenant Step 5 of 4% (121% to 125%).
- 10.03: Until the new structure of Battalion Chief is in place as described in sections 10.1 and 10.2, an Employee specifically assigned to duty for a complete shift in a higher ranking position of Lieutenant for more than 4 hours, shall receive additional pay for the work. The additional pay per shift will be calculated annually as:

Duty out of Rank Pay = Pay Differential from the Firefighter Step 5 of 13% (100% to 113%) or the Firefighter/Paramedic Step 5 of 0.5% (112.5% to 113%).

- 10.04: Lieutenants may not receive duty out of rank pay for working as a Captain in the current organizational structure.
- 10.05: Once the Battalion Chief structure is in place, as determined by management, sections 10.03 and 10.04 will no longer be valid and shall be terminated from the agreement.

ARTICLE 11 - SHIFT EXCHANGES

Employees may exchange or trade shifts with the approval of the direct supervisor(s) when the change does not interfere with the operations of the City Fire Department. If the employee cannot fulfill the exchange or trade, the employee who was originally scheduled to work on the day shall report to work or be charged a vacation day. If the employee does not have enough vacation hours, they will be charged with sick leave. If the employee has no vacation and sick leave, the employee will be placed on leave without pay.

ARTICLE 12 - LEAVE OF ABSENCE

- 12.01: Funeral leave - In the event of a death in the family (father, mother, wife, husband, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, spouse's grandparents, member of the employee's household who is on record with the City of Tumwater as a domestic partner or any other relative living in the household), an Employee shall be entitled to two (2) full working days off from accumulated sick leave to attend the funeral.
- 12.02: Military leave - Employees enlisting or entering the military or naval service of the United States pursuant to the provisions of the Military Selection Service Act of 1967, as amended, shall be granted all rights and privileges provided by the Act. Employees fulfilling their obligations with respect to the National Guard or reserve status of the armed forces shall be granted a leave of absence for such purpose as provided by law.
- 12.03: Jury Duty - An Employee summoned for jury duty shall be granted administrative leave for such service and shall be paid by the City, his/her regular wage, less such remuneration he/she shall receive as compensation for such duty.
- 12.04: Civil Witness - Leave of absence with pay, travel time included, shall be granted for attendance in court cases in connection with the Employee's officially assigned duties. Leave of absence with pay shall also be granted for an appearance connected with an Employee's official duties before any legislative committee or judicial or quasi-judicial body as a witness in

response to a subpoena or at the direction of proper authority. The above leave of absence shall be counted as hours worked and subject to the overtime provisions of this agreement. Remuneration received for such duty shall be remitted to the City.

- 12.05: Family and Medical Leave - Pursuant to state and federal law and to City personnel policy, Employees may utilize up to twelve weeks of paid and/or unpaid sick and/or vacation leave for personal illnesses, or to care for a parent, child, recognized domestic partner or spouse with a serious medical condition. During a family and medical leave period, regardless of whether paid or unpaid leave is utilized, the Employer's share of medical and dental insurance premiums will continue. Employees must follow procedures established in the City personnel policy manual for requesting and utilizing family and medical leave.
- 12.06: Paid Family and Medical Leave - Eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A. Eligibility for leave and benefits, which begins January 1, 2020, is established by Washington law and is therefore independent of this Agreement. Employer and employee premiums will be paid in accordance with Washington law.

ARTICLE 13 - SICK LEAVE

- 13.01: All regular-status members are permitted to remain away from their employment because of illness or physical inability without loss of compensation up to the number of sick leave hours that the member has accrued. While a member is receiving the Workers' Compensation time loss supplement as required by state law, it is understood that sick leave hours shall accrue.
- 13.02: Sick leave shall accumulate at the rate of one (1) working day sick leave for each full month of employment. One-half (1/2) of an Employees regular monthly work schedule must be worked for an Employee to vest sick leave allowance for that month. Days not worked because the Employee is on paid sick leave and/or paid vacation shall be considered as days worked for the purpose of the preceding sentence. At minimum, employees will receive a minimum of one (1) hour of sick leave accrual for every 40 hours of paid work.
- 13.03: When sick leave extends beyond three (3) complete work shifts, the City may require the Employee to present a certificate from a registered practicing physician or other bona-fide practitioner establishing the employee is using sick leave as defined by city policy and the employee is approved to return to work without restriction.

Employees using more than three (3) shifts of sick leave shall notify management of the estimated return to work date, unless the sick leave is used for a birth, adoption, or foster placement as described in this Article.

- 13.04: Maximum carryover of sick leave on January 1 of each year from the previous year is sixty (60) working days (1,440 hours).
- 13.05: Employees transferring from shift work to a 40 hour per week position or from a 40 hour per week position to shift work shall have their sick leave accruals adjusted on the basis of an equivalent work day. Sick leave in excess of 960 hours will be cashed out at a rate of 25% as a one-time transfer and deposited into the employee's MERP account.
- 13.06: Sick Leave Sharing: Employees may be allowed to share sick leave to the extent and in the same manner that non-represented Employees are permitted to do so by City policy and ordinance.
- 13.07: Immediately following the birth, adoption or foster placement of a child, employees may use up to four shifts of sick leave to tend to their family provided that the employee has given management notice thirty days in advance of the due date or, as soon as practicable, in advance of an adoption or foster placement. Additional sick leave may be used by employees when a qualifying family member experiences an extended period of physical limitations following childbirth.

ARTICLE 14 - HOLIDAYS

- 14.01: All Employees who have been on the payroll of the City thirty (30) days shall receive pay for holidays named below regardless of which day of the week the holiday falls. All shift Employees shall receive overtime pay for a maximum of six (6) holidays at the rate of time and one-half (1-1/2) for eight (8) hours whether the holiday is worked or not. Thanksgiving, Christmas Eve and Christmas are excluded from this holiday pay. Employees working Thanksgiving, Christmas Eve and Christmas will be paid triple time.

14.02: Shift and Float Employee recognized holidays:

HOLIDAYS	DATES
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
9/11 Day	September 11 th
Veterans' Day	November 11 th

In recognition of New Year's Day, Martin Luther King Jr.'s Birthday, the day after Thanksgiving, and the "Floating" holiday recognized on December 24, contract hours have been reduced by 48 hours on January 1, 2020 for Shift and Float Employees.

14.03: For Daytime Employees, the holiday will be observed according the City Ordinance. If the Daytime Employee is required to work on the holiday in their normal daytime duties, then the Employee shall receive overtime at the rate of time-and-one-half (1-1/2) for the hours worked. Daytime Employees working overtime hours on shift (in a primary response role) may bank holiday hours for that day. Holidays that fall on an unscheduled work day can also be banked. Banked holiday hours may be used according to City policy.

Any additional state holiday declared by the Governor during the life of this agreement shall also be recognized.

14.04: 40 Hour Employee recognized holidays:

HOLIDAYS	DATES
New Year's Day	January 1st
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	First Monday in September
9/11 Day	September 11 th
Veterans' Day	November 11 th
Thanksgiving Day and the day after Thanksgiving.	Fourth Thursday in November and the day after
Christmas Day	December 25 th
Floating Holiday	Per City Policy

14.05: Parties agree to continue to evaluate and discuss mechanisms to further convert holiday pay to complement the 4-Platoon system.

ARTICLE 15 - VACATIONS

15.01: Daytime Employees shall accrue vacation leave at a rate of 82% of that of shift employees following the same years of service schedule. The rate is calculated by dividing dayshift hours worked by shift hours worked. (Dayshift 2080/Regular Shift 2544)=82%.

15.02: Shift and Day Employees shall accrue vacation leave according to the following schedule:

<u>VACATION ACCRUAL</u> <u>SHIFT</u>		<u>SHIFT</u>	<u>SHIFT</u>	<u>DAY**</u>	<u>DAY**</u>
Years of Service	Leave Accrual by Shifts* per Year	Hours Accrued Annually	Monthly Hourly Accrual Rate	Hours Accrued Annually	Monthly Hourly Accrual Rate
0 to 5 years	7.5	180	15	148	12
6 to 10 years	8.5	204	17	167	14
11 to 15 years	9.5	228	19	187	16
16 to 20 years	10.5	252	21	207	17
20 or more years	11.5	276	23	226	19
*One Shift= 24 hours; Maximum vacation accrual is 360 hours or 15 shifts.				**Day rate is .82% of Shift Rate	

15.03: Any Employee who changes from a shift position to a daytime position or vice versa, shall retain their vacation hour balance and will begin to accrue at the appropriate rate for the new position from the date of the appointment.

15.04: Continuous past service shall be included in determining the Employee's length of service for vacation purposes. Maximum vacation accrual of 360 hours of annual leave time will be allowed. No such leave shall be granted except at the time which will least interfere with the work of the Department unless application for such leave has been made in advance and approved by the Fire Chief.

15.05: Any regular permanent Employee who is in a vacation status and becomes incapacitated through illness, accident, or hospitalization shall have the right to revert to sick leave status. In such cases, an Employee shall furnish a statement from a duly licensed physician.

15.06: Any regular permanent Employee retiring from the Department shall be allowed a maximum accrual of 240 hours of vacation leave credit.

ARTICLE 16 - VACATION LEAVE SCHEDULING

- 16.01: The Employer agrees that an Employee's request to take annual leave credited to the Employee shall normally be honored provided that it does not interfere with workload requirements and schedule.
- 16.02: Other factors being equal, Employees with the greater seniority with the same job classification shall be given preference of vacation requests with the respective selections involved.
- 16.03: Employees who desire to take their vacation on a specific day and time will be able to make requests during the last quarter of the year. Management will define rules and implement a process for scheduling vacations for the coming year. Management will post the approved vacation requests by December 15 each year.
- If a vacation day becomes available after the approved calendar is posted, employees who were denied requests on that date will have priority to take the vacation day.
- 16.04: Annually - each Employee will be provided the opportunity to take a vacation. The vacation time allowed must be consistent with other provisions of this contract.
- 16.05: Should it be necessary for the City to cancel a previously scheduled vacation due to emergency work load requirements, the Employee's vacation so canceled will be given priority for re-scheduling. It is understood and agreed between the parties that all annual leave shall be granted at the convenience of the Employer.

ARTICLE 17 - UNION BULLETIN BOARDS

The Employer agrees to furnish a reasonable amount of space on bulletin boards in convenient places at each station for the purpose of posting Union business. The Union shall limit its posting of notices and bulletins to such boards.

ARTICLE 18 - PREROGATIVES OF MANAGEMENT

- 18.01: It is understood and agreed by the parties that the City possesses the sole right to operate the Department so as to carry out the statutory mandate, mission, and/or goals assigned to the Department, and that Employer rights repose in the City; however, such rights must be exercised consistent with the provisions of this agreement. These Employer rights include, but are not limited to, the following:

- 18.01.01: to utilize personnel methods and means in the most appropriate and efficient manner possible.
 - 18.01.02: to manage and direct the Employees of the City.
 - 18.01.03: to hire, promote, transfer, assign, train, evaluate, or retain Employees in positions within the City.
 - 18.01.04: to establish work rules and rules of conduct.
 - 18.01.05: to suspend, demote, discharge, or take other appropriate disciplinary action against Employees for just cause.
 - 18.01.06: to determine the size and composition of the work force and to lay off Employees in the event of lack of work or funds.
 - 18.01.07: to determine the mission of the City and the methods and means necessary to efficiently fulfill that mission.
- 18.02: The Employer and Union agree that the above statement of management rights is for illustrative purposes only and is not to be construed as restrictive, or interpreted so as to exclude those prerogatives not mentioned which are inherent to the Employer.
- 18.03: It is understood and agreed that there exists within the City personnel rules, policies, practices, and benefits which will continue in effect for the period of this agreement unless, or until changed by the Employer, or as required by appropriate laws, orders, or regulations.

ARTICLE 19 - GRIEVANCE PROCEDURES

- 19.01: A grievance means a claim or dispute by one employee or group of employees with respect to the interpretation and application of the provision of this Agreement. Any issue that has been appealed to the Civil Service Commission shall not be considered a grievance or subject to the grievance procedure herein and vice versa.
- 19.02: Nothing in this Agreement shall preclude the right of the two (2) parties to meet and verbally discuss the grievance in an attempt to resolve the issue.
- 19.03: Issues raised by the City or the Union which are of general concern regarding application or interpretation of this Agreement may be initiated in arbitration after the Mayor, or his/her designated representative, and the chief business agent of the Union, or his/her designee, have had an opportunity to discuss and investigate the issue. Decisions reached in this type of issue are not subject to retroactivity, but subject only to future application, or interpretation, of the specific article or paragraph of this contract in question.

If the City and Union mutually agree that Step 1 and 2 of this procedure are not necessary, a grievance, after formal written presentation to the other party, can be advanced to a hearing before an arbitrator as described below.

- 19.04: Grievances as herein defined shall be processed in the following manner:
- 19.04.01: Preliminary Procedure. An employee or group of employees, who feel they have a grievance, may present such grievance within ten (10) business days of when such matter comes to the attention of the employee. Such grievance should be submitted to the employee's supervisor who shall attempt to resolve it within ten (10) calendar days after it is presented to him/her; provided that no grievance in this stage shall be pursued beyond the Fire Chief.
- 19.04.02: Step 1. If the grievance is not resolved in the preliminary procedure, the employee shall have ten (10) calendar days to notify the Union Grievance Committee, in which case it shall be settled in the following manner: The Union Grievance Committee, upon receiving a written and signed petition, shall determine within ten (10) calendar days if a grievance exists. If in their opinion no grievance exists, no further action is necessary. If a grievance does exist, they shall, with or without the physical presence of the aggrieved employee, present the grievance to the Fire Chief in writing within fifteen (15) calendar days who shall attempt to resolve it within fifteen (15) calendar days after it has been presented to him/her. The written grievance shall include a statement including the specific Article(s) or Section(s) of the Agreement allegedly violated, the specific facts, and specific remedy sought.
- 19.04.03: Step 2. If the employee or employees are not satisfied with the response of the Fire Chief, such employees or Union representatives within thirty (30) calendar days of receipt of the Fire Chief's response may present the written grievance to the City Administrator, together with all pertinent materials. The City Administrator shall attempt to resolve the grievance within fifteen (15) calendar days.

MEDIATION PROCEDURES: If, after completion of Steps 1 and 2, the employee is not satisfied with the City's response, the employee may

request mediation of the dispute. If the employee requests mediation, the Union or the City Administrator shall forward a request to the Public Employees Relations Commission (PERC) to assign a mediator from the PERC staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- (a) Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- (b) The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- (c) The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement in writing. Said settlement shall not constitute a precedent unless both parties so agree.
- (d) If the parties to the dispute mutually agree that the mediation is not producing a resolution or if the mediator concludes that further proceedings will not be productive; the mediation will be ended.
- (e) If mediation fails to settle the dispute, the mediator may not serve as arbitrator in the same matter nor appear as a witness for either party. None of the statements or offers of compromise made in mediation can be used in any future arbitration as evidence against the City or the Employee.

19.04.04: Step 3. Any grievance involving the interpretation or application of this Agreement, which is not resolved in accordance with the foregoing procedure, may be referred to arbitration within sixty (60) calendar days after receipt of the City Administrator's answer in step 2. The arbitrator shall be a member of the American Arbitration Association (AAA), Federal Mediation Conciliation Service (FMCS), or PERC and shall be selected as follows: If the parties have not appointed an arbitrator from the panel provided by the AAA, FMCS or PERC, the arbitrator shall be appointed in the following manner: The AAA shall submit simultaneously to each party an identical list of names of persons chosen from the Panel of Labor Arbitrators. Each

party shall have ten (10) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the AAA.

If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable.

From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitrator to serve. If the parties fail to agree upon any of the persons named, if those named decline or are unable to act, or if for any other reason the appointment cannot be made from the submitted lists, the administrator shall have the power to make the appointment from among other members of the panel without the submission of any additional list.

The cost of arbitration shall be borne 1/2 by the Employer and 1/2 by the Union.

Upon receipt of a written request for arbitration, the City and the Union shall attempt to prepare a submission to be signed by the Union and the City setting forth the issues in dispute. If the City and the Union cannot agree upon the submission for arbitration, each party, at least ten (10) days in advance of the hearing, shall submit to the other a statement of the issues it considers in dispute. The arbitrator or arbitrators shall determine, at or before the hearing, the issue or issues to be arbitrated. All issues in dispute must be arbitrable under the terms of this agreement. Such questions of arbitrability must be ruled on by the arbitrator prior to hearing the issues of the case provided they are found to be arbitrable.

The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, unless the parties agree to an extension. The

arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding, provided that the decision does not exceed the arbitrator's authority as granted in this Article. Each party shall be responsible for compensating its own representatives and witnesses.

- 19.05: The Employer and the Union may agree to extend the time limits of any of the above steps if mutually agreed to by both parties.
- 19.06: Neither the arbitrator nor any other person or persons involved in the grievance procedure shall have the power to negotiate new agreements or to change any of the present provisions of this Agreement.
- 19.07: None of the foregoing is intended to mean that the Union cannot lodge a grievance and process the same through the various steps to arbitration in accordance with, and subject to, provisions thereof. The right of the Union to so lodge and process a grievance is confirmed and an employee may be represented at any stage of the grievance procedure by the Union.
- 19.08: No settlement of a grievance with any employee shall be contrary to the terms of this Agreement.
- 19.09: Optional Venue for Hearing Disciplinary/Discharge Grievances. Should a disciplinary/discharge matter advance through the steps established in the Tumwater civil service rules to the final step, which is a public hearing before the Tumwater Civil Service Commission, the employee may elect to advance the matter to arbitration in lieu of a hearing before the Commission. The choice between a hearing before the Commission and arbitration must be made by the employee, in writing, within the timelines established in the civil service rules. The decision to seek arbitration in lieu of a hearing before the Commission is irrevocable and exclusive. In no case will a disciplinary matter be subject to both a public hearing before the Commission and arbitration.
- 19.10: The grievance procedure provided in this article and the option of a hearing before the civil service commission on matters of discipline or discharge shall be exclusive and shall replace any other grievance procedure for adjustment of any disputes arising from the application and interpretation of this agreement.

- 19.11: Field or full-time Union business representatives who wish to investigate a grievance on City time must secure permission from the Chief prior to his/her Investigation.

ARTICLE 20 - PERFORMANCE OF DUTY

- 20.01: Under no circumstances shall the Union, its officers, its Employees, or its members directly, or indirectly, cause, instigate, support, encourage or condone, nor shall any Employees or Employee in the unit directly or indirectly take part in any action against, or any interference with the operations of the City of Tumwater, such as strike, work stoppage, curtailment of work, restriction of productions, or any picketing. In the event of any such action or interference on notice from the City, the Union without delay shall take appropriate action as required to prevent and immediately bring about the termination of such action or interference and the Union will instruct any and all Employees to immediately cease and desist their misconduct and advise them that their misconduct represents a violation of this agreement subjecting them to disciplinary action, up to and including discharge, based on Employer's discretion.
- 20.02: The City may take legal action, or other redress, against any individual, or group of individuals, who have caused damage to, or loss of, property. In addition, disciplinary action may be taken against the Employee or Employees, including discharge. It should be understood that after proper notice is provided by the Union, and the City is fully satisfied that the Union has taken every recourse possible and is not furthering the cause of the action taken and tries to prevent further action by an Employee or Employees, the City agrees that they will not file or prosecute for damages, the officer, or representatives of the Union, or the Union as a separate entity.
- 20.03: The City of Tumwater agrees that there will be no lockout during the life of this agreement.

ARTICLE 21 - SAVINGS CLAUSE

Should any article, sections, or portion thereof of this agreement be held unlawful or invalid by any court of competent jurisdiction, or in conflict with existing state laws, such decision shall apply only to the specific article, section, or portion thereof directly specified in the decision. The remaining sections or provision shall remain in full force and effect.

ARTICLE 22 - INSURANCE COVERAGE

- 22.01: The City agrees to pay 100% of the employee premium and employee premium for medical coverage based on the cost of the Regence Plan 1500 through the IAFF Benefit Trust. The City agrees to participate in the cost of dependent medical coverage by paying up to 85% of the premium for all eligible dependents under the plan selected by the employee. If two or less dependents are covered, cost shall be paid at 100%.

The City further agrees to pay 100% of the premium for the employee for dental coverage under the IAFF Benefit Trust Plan 7. The City will pay 85% of the cost of eligible dependent premiums.

The City agrees to pay 100% of the premium for Orthodontia coverage under the IAFF Benefit Trust Plan 2 for all members of the bargaining unit and their dependents.

The City agrees to pay 100% of the premium to the Standard Life Insurance Company for \$10,000 of group life insurance for all members of the bargaining unit.

The City agrees to deposit \$2,000 for employee only medical and \$4,000 for employee plus any dependents in an HRA VEBA account on an annual basis no later than the January payroll cycle.

- 22.02: Domestic partner coverage: Employees may, consistent with City policy, elect medical and/or dental insurance coverage for a domestic partner. The coverage provided to a domestic partner shall be through the purchase of an individual medical and/or dental plan. The maximum cost to the City of the coverage shall be limited to the amount provided for spouse coverage under the IAFFBT plans as established in this contract.

An employee who purchases domestic partner individual coverage, shall be reimbursed by the City. The insurance premiums shall be paid by the employee and reimbursed by the City after income taxes are withheld.

If domestic partner coverage is selected, the domestic partner shall be treated as a dependent for purposes of 22.01 of this contract and shall effect the total City contribution toward premiums.

- 22.03: Employees may, if requested of the City, participate in the City's established pre-tax flexible spending account plan subject to IRS regulations and City procedures, policies and practices.

- 22.04: The City shall make monthly pre-tax contributions not to exceed \$150 per employee to the Washington State Council of Firefighters Employee Benefit Trust.

This trust shall remain separate and apart from any City retiree health insurance funding program unless changed by mutual agreement of the parties to the agreement.

Members may also convert sick leave to the Trust as follows: In November of each year, and at no other time, Employees with at least 1152 (24 hours shift employees) or 768 (day shift employees) hours of accrued sick leave may elect to convert any portion of sick leave hours earned in the previous 12-month period, minus those hours used during that period, directly to the Trust from the employer at the rate of 25% (twenty-five percent) and shall be based on the employee's current salary. Hours donated through the City's shared leave program shall not count as hours used in a year for purposes of calculating the payment.

Upon retirement, employees eligible to sell back sick leave pursuant to City policy shall have such payments made to the Trust established in this Article or to their City sponsored deferred compensation account.

- 22.04.01: The union and employees agree to hold the employer harmless and indemnify the employer from any and all liability, claims, demands, lawsuits, and/or any losses, damage or injury to persons or property, of whatsoever kind, arising from and in any way related to the implementation and administration of the Trust Fund. The IAFF local, and the employees, shall be one hundred percent (100%) liable for any and all liabilities inclusive of any federal, including, but not limited to the Internal Revenue Service, state, or local agency determination regarding any liabilities, including, but not limited to the contribution method(s), that arise out of the Trust Fund. The IAFF local, and the employees shall be liable for any and all tax penalties, as well as any other liabilities arising out of the implementation and administration of the Trust Fund including, but not limited to actions of the plan sponsors, plan administrators, and others involved in the operation of the plan.
- 22.04.2: The City shall impose a mandatory deduction per employee per month to be deposited with the "Medical Expense Reimbursement Plan" Trust for all eligible employees, as defined by the Trust, which includes employees promoted out of the local bargaining unit. This mandatory deduction

shall be the same amount as the contribution for bargaining unit employees.

- 22.05: Employees shall notify the employer in writing whenever there is a change in family status that affects one or more City benefit programs. Such changes could include but are not limited to birth or adoption of a child; marriage, divorce or legal separation; Medicare eligibility of employee or dependent; loss of dependent status due to age, college enrollment status, or failure to meet IRS definition of a dependent; and/or loss of insurance coverage other than the City's. Such notification shall normally be given to the employer within 30 days of the event that creates changes in family status.
- 22.06: The City agrees to support the development and implementation of a mutually agreeable return to work, job conditioning or other similar program to support the health and wellness of employees. This benefit is not to exceed a maximum investment of \$12,500.00 per year. This option will be piloted in this contract and if proven to reduce time off from current levels, may be extended if mutually agreed upon by both parties.

ARTICLE 23 - SUPPLEMENTAL RETIREMENT BENEFIT

- 23.01: The parties hereby agree to end the current Supplemental Retirement Benefit of their labor agreement (Article 24 of the 2000 to 2002 agreement between Local #2409 IAFF and the City of Tumwater). The City agrees to replace the funds for supplemental retirement by increasing salaries by 6.2% effective August 1, 2003. The parties agree and fully acknowledge that the purpose of this provision was to mitigate the lack of social security coverage for bargaining unit members. The parties have entered into this agreement to provide maximum flexibility to each member of the bargaining unit by improving the salary component of their total compensation package. The Union agrees that this resolves any future obligation on the part of the City to provide funding to mitigate the absence of social security coverage for bargaining unit members.
- 23.02: Bargaining unit employees will be permitted to participate voluntarily in IRS section 457 deferred compensation programs offered by the City. Effective July 1, 2017, the employee's will have the option to contribute to the Washington State DCP. Starting January 1, 2023, the employer shall contribute up to a 2.0% employee/employer match to the Washington State DCP and up to a 3% match in 2024.

ARTICLE 24 - SAFETY CLOTHING

- 24.01: The City shall provide the following protective clothing for each Employee of the Fire Department and provide for the replacement of this clothing to keep it in good and safe condition and in accordance with departmental policies one helmet, two coats with liners, two pairs of suspenders, two pairs of pants with liner, two pairs of gloves and one pair of steel soled turnout boots.
- 24.02: Uniforms - The City of Tumwater shall provide each member of the Fire Department with a minimum of two (2) work uniforms. The City shall provide one pair of shoes per Employee. The replacement of shoes shall be determined by the Employer and the cost of the shoes shall not exceed \$125.00, unless a greater amount is approved by the Fire Chief.

ARTICLE 25 - SUBSTANCE ABUSE PREVENTION

The provisions of the City of Tumwater's Substance Abuse Policy and the policies of the Tumwater Fire Department shall apply to all members of the bargaining unit with the following clarifications:

- 25.01: Testing Procedures and Standards:
- a. Testing will be done by taking samples at a certified drug and alcohol testing center. Samples will be sent to a federally certified laboratory for processing and evaluation. In addition to items tested under city policy, Fire department tests under this agreement will include commonly prescribed and abused depressants (examples include but are not limited to: Vicodin, Oxycontin, Valium, Xanax), stimulants (examples include but are not limited to: Adderall, Concerta, Ritalin) and over the counter substances containing dextromethorphan.
 - b. Liability release and chain of evidence standards will be those which meet or exceed those utilized by the U.S. Department of Transportation.
 - c. Testing standards regarding laboratory processes and interpretation of results will be in line with those utilized by the U.S. Department of Transportation.
- 25.02: Assistance to Employees: Employees who voluntarily ask for assistance from the employer to deal with drug or alcohol problems will not be subject to discipline as a result of revealing their need for treatment.

- 25.03: Employees who test positive will not be disciplined beyond a written reprimand unless he/she refuses to be tested, refuses the opportunity for rehabilitation, fails to complete a rehabilitation program successfully, tests positive for drugs within 2 years of completing an appropriate rehabilitation program. Once treatment and any follow-up care is completed, and 3 years have passed since the employee entered the program, the employee's personnel file shall be purged of any reference to his/her drug and alcohol problem.

ARTICLE 26- EDUCATIONAL INCENTIVE PAY

- 26.01: Eligibility. Beginning with the start of the 4th (fourth) year of service with the City of Tumwater, Employees will be eligible for educational incentive pay. Eligible Employees can request and receive the below educational incentive pay for having obtained a college degree:

Associate's Degree:	2%
Bachelor's Degree:	4%

- 26.02: Qualifying Education. Only credits or degrees from an accredited college or university will be approved for the incentive program. Any questions about the validity of the credits or degrees will be resolved by a review committee that consists of the Fire Chief, or his designee, an employee appointed by the bargaining unit and a fire supervisor chosen by the Chief.
- 26.03: Credits Awarded in Pursuit of a Four-Year Degree. Some colleges and universities award credits for fire training or other experience. This type of credit is awarded with the understanding that the employee's educational goal is a four-year degree. If an employee then had enough credits to qualify for a two-year degree he or she may qualify for the two-year degree incentive. If the employee does not complete the four-year degree, and has not accumulated sufficient credits with classroom attendance to qualify for a two-year degree, then the compensation for the two-year degree will cease.
- 26.04: Break in Class Attendance. When a bargaining unit member is pursuing a four-year degree, and is being compensated at the two-year degree level due to credits awarded by the institution, it is assumed that class attendance will be continual. If a bargaining unit member is not enrolled and attending classes for a period of one academic year, then compensation at the two-year degree level will cease.

Proof of completion of classes shall be submitted to the Fire Chief at the end of each quarter or semester attended.

- 26.05: Employee's Responsibility to Notify. It is the employee's responsibility to notify the City in writing upon completion of degree requirements. Educational incentive pay shall be effective beginning with the next monthly payroll cycle following the employee's written notification and approval by the Fire Chief.

ARTICLE 27 – WORKER'S COMPENSATION

- 27.01: All occupational injuries or illnesses shall be reported immediately to management and recorded in writing on the City's Accident/Incident Report form.
- 27.02: All employees requiring medical attention due to an injury or illness are required to file a claim for worker's compensation benefits. The L&I "Report of Industrial Injury or Occupational Disease" claim form may be obtained from a physician, clinic, or hospital.
- 27.03: An Employee using paid sick leave and simultaneously receiving compensation under Worker's Compensation Law is required to notify the Finance Department and reimburse the City for all L&I time loss payments within three (3) working days of receipt. Employees in this situation will receive sick leave "buy back" calculated by the Finance Department in order to restore the amount of sick leave equivalent to the time loss payment.
- 27.04: An employee using any other form of paid leave other than sick leave and simultaneously receiving compensation under the Worker's Compensation law will keep both forms of payment and will have no salary or leave adjustment from the City, i.e. no "buy back".

ARTICLE 28 – LIGHT DUTY

- 28.01: Shift employees injured on the job shall be allowed to return to a light duty shift work schedule with a modified work assignment as approved by a qualified health care professional. If recommended by the health care professional, a light duty shift schedule with a modified work assignment may be less than a twenty-four hour shift and will be on regularly assigned shift days until such time as the health care professional approves a return to a full schedule.

- 28.02: Shift employees injured on the job who are not able to return to a light duty shift work schedule with a modified work assignment may be offered a light duty position with a traditional, forty-hour work week. Employees will be paid according to the salary for their job class. Any loss of wages not covered by the light duty assignment are subject to reimbursement through applicable time loss procedures of the Worker's Compensation Program.
- 28.03: If an employee injured on the job is unable to return to work permanently due to an on the job injury or illness, and if the City has or anticipates an opening in another department within the City, the City may facilitate re-training the employee to a new position to continue employment with the City. Such re-training is at the discretion of the City and must be approved by the department that has the job opening. It is also understood that the employee may be required to go through a competitive application process. Disclosure of medical information related to this article shall be consistent with state and federal law.
- 28.04: Light duty for employees injured off the job shall be at the discretion of the Fire Chief. The terms and conditions for these assignments shall be determined by the Fire Chief and may be similar to or different from those described above for employees injured on the job.

ARTICLE 29 – LABOR MANAGEMENT COMMITTEE

- 29.01: In order to maintain a good labor/management relationship, both parties recognize the benefit of collaborative problem solving in jointly addressing issues and creating a positive work environment.
- 29.02: The committee shall be comprised of representatives of the Union and City Management. Guests will be allowed at meetings by mutual agreement of the parties. Meetings will be held on a monthly basis at a time and a location mutually agreed upon by both parties.
- 29.03: Committee members shall be permitted to attend meetings on-duty as long as this does not interfere with emergency operations of the Department. There shall be no additional overtime cost to the City for committee meetings.
- 29.04: The committee shall have no collective bargaining authority; however, both parties agree to support agreements and mutual understandings reached by the committee.

ARTICLE 30 – MEDICAL PHYSICALS

- 30.01: Employees will complete a mandatory medical physical consistent with mutually agreed upon criteria. Beginning in 2021 these physicals will be completed on an annual basis. Medical physicals will be conducted by a provider selected through the IAFF Benefit Trust. No individual results will be shared with the employer, with the exception of “fit” or “not fit”. Physical exams will be scheduled in a manner such that a minimum staffing levels will not be adversely impacted. The City shall attempt to schedule physicals in conjunction with other area Departments also utilizing the IAFF Benefit Trust for annual physicals, provided that travel outside Thurston County is not necessary.

ARTICLE 31- LIFE OF AGREEMENT

- 31.01: All provisions of this agreement shall continue to be in full force and effect from January 1, 2023, through December 31, 2024 unless a regional fire authority contract supersedes this contract.
- 31.02: Prior to the termination date of this contract, either party may recommend any or all parts of the agreement be reopened for negotiations, provided one of the parties advises the other party in writing 150 days prior to the termination date of this agreement by submission and receipt in writing to the other party. The party receiving the request for re-opening of the contract will then be provided an opportunity to submit their recommendations or proposal prior to the start of formal negotiations. In the event that such notice is timely provided, negotiations shall begin no later than 90 days prior to the anniversary date of this contract.
- 31.03: This agreement shall remain in full force and effect during the period of negotiations until notice of termination of this agreement is provided.
- 31.04: Should neither party to this agreement receive written notice requesting negotiations 150 days prior to the expiration date of the contract, the agreement will be considered to have been re-negotiated for twelve (12) months.
- 31.05: This agreement may be amended at any time during its effective term provided there is mutual consent of both parties in writing.
- 31.06: This agreement shall be binding upon the successors and a parties hereto, and no provisions, terms, or obligations here shall be affected, modified,

altered, or changed in any respect by the consolidation, merger, annexation, transfer or assignment of either party hereto; or affected, modified, altered, or changed in whatsoever by any change or any kind of ownership or management either party hereto; or by any change geographically, or otherwise, in the location or place of business of either party hereto with the exception as outlined in section 31.01 of this agreement.

- 31.07: Both parties agree that all outstanding MOUs retained by either party are either incorporated into this contract or retired and no longer recognized unless both parties agree to it.

Dated this _____ day of _____, 2022, Tumwater, WA

CITY OF TUMWATER

TUMWATER FIREFIGHTERS

Debbie Sullivan
Mayor
City of Tumwater

James Osberg
President
Tumwater Firefighters

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

APPENDIX A

2023 Pay Schedule

Percentage Matrix: 2% Market Adjustment; 4% COLA

Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	70%	80%	85%	90%	95%	100%
Firefighter/Paramedic	82.5%	92.5%	97.5%	102.5%	107.5%	112.5%
Fire Lieutenant					113%	115%
Paramedic Lieutenant					119%	121%
Fire Prevention Officer Level I (40)						110%
Fire Prevention Officer Level II (40)						115%
Training Officer (Lt. 40 hr.)						115%
Battalion Chief					125%	128%
Medical Services Officer/BC (40)					125%	128%

Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	28.4682	32.5350	34.5685	36.6019	38.6354	40.6688
Firefighter/Paramedic	33.5518	37.6186	39.6521	41.6855	43.7190	45.7524
Fire Lieutenant					45.9557	46.7691
Paramedic Lieutenant					48.3959	49.2092
Fire Prevention Officer Level I (40)						54.7152
Fire Prevention Officer Level II (40)						57.2022
Training Officer (Lt. 40 hr.)						57.2022
Battalion Chief					50.8360	52.0561
Medical Services Officer/BC (40)					62.1763	63.6686

Job Class	Recruit	Step 1	Step 2	Step 3	Step 4	Step 5
Firefighter	6,035	6,897	7,329	7,760	8,191	8,622
Firefighter/Paramedic	7,113	7,975	8,406	8,837	9,268	9,700
Fire Lieutenant					9,743	9,915
Paramedic Lieutenant					10,260	10,432
Fire Prevention Officer Level I (40)						9,484
Fire Prevention Officer Level II (40)						9,915
Training Officer (Lt. 40 hr.)						9,915
Battalion Chief					10,777	11,036
Medical Services Officer/BC (40)					10,777	11,036

Hourly rates based on 2544 annual hours for shifts and 2080 annual hours for 40-hour employees.

APPENDIX A

*This page
reserved for
2024 pay grids*

TO: City Council
 FROM: John Doan, City Administrator
 DATE: November 15, 2022
 SUBJECT: Interlocal Agreement Establishing District Court Filing and Jury Trial Fees for Tumwater

1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement Establishing District Court Filing and Jury Trial Fees

2) Background:

The Public Health and Safety Committee approved moving this item forward to Council at its November 8th Committee meeting. In 2013, the City discontinued having its own municipal court and contracted with Thurston County District Court to provide court services, case proceedings, and court operations. Separate contracts provide for prosecution and public defense services. The current contract is expiring and a new contract is needed. This proposed version has updated fees to reflect an updated County cost of services study. The attached table shows the increased fees. The increases are the result of overall inflation, an increase in probation staffing by the County, technology improvements, and improvements to space. The improvements to probation reduce recidivism and are expected to have a long-term corresponding decrease in court and jail costs. It is through this contract that the therapeutic court services are provided.

This contract extends to the end of 2026, which allows the City to provide sufficient notice should the City decide to terminate the partnership with the County and pursue another option. Terminations of the contract must happen one year prior to the judicial election cycle. Aside from the costs, the contract has changed very little over the term.

3) Policy Support:

Strategic Priorities: Provide and Sustain Quality Public Safety Services and Build a Community Recognized for Quality, Compassion and Humanity

4) Alternatives:

☐ Move toward providing court services ourselves (2028)

5) Fiscal Notes:

Court defendants pay fines into the Court system which partially off-sets the court charges to the City. The budget for court services has been increased over prior years to \$240,000/year. We anticipate the overall costs to increase as court activity returns to normal following the pandemic.

6) Attachments:

A. Interlocal Agreement Establishing District Court Filing and Jury Trial Fees for the City of Tumwater

**INTERLOCAL AGREEMENT ESTABLISHING
DISTRICT COURT FILING AND JURY TRIAL FEES
FOR THE CITY OF TUMWATER**

THIS AGREEMENT, made and entered into by and between the COUNTY OF THURSTON, hereinafter referred to as COUNTY, and the CITY OF TUMWATER, hereinafter referred to as CITY;

WHEREAS, the CITY and COUNTY desire to ensure that court services, case proceedings and court operations are delivered as consistently and efficiently as possible across all courts; and

WHEREAS, the CITY and COUNTY desire to work together to provide an accessible forum for the fair, efficient, and consistent resolution of cases; and

WHEREAS, CITY resources are limited and the COUNTY can provide court services in an efficient and comprehensive manner; and

WHEREAS, filing fees are to be determined pursuant to an Agreement between the CITY and the COUNTY as provided for in Chapter 39.34 RCW, the Interlocal Cooperation Act; and

WHEREAS, the COUNTY and the CITY are desirous of establishing filing fees at a mutually acceptable rate.

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

1. GENERAL

1.1 Purpose

The COUNTY shall provide all Court Services for all CITY criminal cases and all infractions requiring a hearing. Court Services shall mean and include all local court services imposed by state statute, court rule, CITY ordinance or other regulations now existing or hereafter amended, including but not limited to case processing and management, probation, and customer services as detailed in Exhibit A attached hereto.

In consideration of the Court Services to be performed by the COUNTY, this Agreement shall establish filing fees to be paid by the CITY in criminal and traffic citations or infractions filed in Thurston County District Court for CITY ordinance or statutory violations.

1.2 Administration

The administration of Court Services shall be done in the same manner and by the same agency and agents as now administer court services in Thurston County District Court. The COUNTY shall provide all necessary personnel, equipment, and facilities to perform the Court Services in a timely manner as required by law and court rules. Court Services shall be provided in the most cost effective and efficient manner feasible including efficient use of resources such as personnel and facilities, and utilization of all reasonable methods of cost recovery from defendants, to minimize costs to both the County and City.

Court Services provided pursuant to this Agreement will be monitored and addressed through a Court Management and Oversight Committee. The Committee shall consist of the District Court Executive Officer, the CITY Administrator, and the CITY Finance Director or their designees. The Committee shall meet annually to provide recommendations regarding Court Services under this Agreement and shall ensure that a cost and fee reconciliation is completed at least annually.

1.3 Property

This Agreement does not provide for the acquisition, holding or disposal of real or personal property.

1.4 Financing

There shall be no financing or any joint or cooperative undertaking pursuant to this Agreement. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

1.5 Revenue Collection

Pursuant to RCW 3.50.100, all fees, costs, fines, forfeitures, and other money imposed by the court for the violation of any City ordinance shall be collected by the court clerk and, together with any other noninterest revenues received by the clerk, shall be deposited with the city treasurer.

2. FILING FEES

2.1 Filing Fee

The CITY agrees to pay filing fees in accordance with the attached Exhibit B for each criminal citation or traffic infraction filed in Thurston County District Court for any CITY ordinance or statutory violation.

2.2 Exceptions

This Agreement does not apply in traffic cases wherein bail or penalty is forfeited to a violation bureau established pursuant to Chapter 3.30.090.

2.3 Jury Trial Fees

A fee shall be paid by the CITY to the COUNTY to cover the cost of summoning a jury. This fee is called the Jury Trial Confirmed Selection Fee and shall be applicable to each case wherein a jury trial is confirmed by the CITY at the confirmation hearing.

An additional fee called the Jury Trial Daily Fee shall be paid by the CITY to the COUNTY for each case which is terminated or otherwise concluded after the actual commencement of a jury trial.

For purposes of this Agreement, a jury trial is deemed commenced when the jury is impaneled.

For purposes of this Agreement, a case shall include a charge filed against a named individual or multiple charges filed against an individual, which are consolidated for the purposes of trial.

The fees shall be as provided in Exhibit B attached hereto.

2.4 Adjustments for Inflation

The fees set forth in Exhibit B shall be increased effective each January 1st for inflation based on the previous year's June to June Seattle CPI-W Index. However, the annual increase shall not be greater than five percent (5%). (For example, a rate increase effective January 1, 2024, will be based on the June 2022 to June 2023 Seattle CPI-W Index.)

2.5 Other Costs

The fees set forth in Section 2.1 and 2.3 of this Agreement shall include all Court Services for District Court proceedings except for the following additional costs to be paid by the CITY:

- a. Attorney costs for indigent representation, including witness costs and mental health evaluation costs, which costs shall be paid directly by the CITY through a separate contract for such services;
- b. Costs associated with interpreter services;
- c. Prosecution costs including prosecution costs associated with any appeal in CITY cases;
- d. Costs associated with the operation of the City of Tumwater Violations Bureau. The CITY shall be liable for all the acts or omissions of the City of Tumwater Violations Bureau.

3. TERM AND EXTENSION

3.1 Term

This Agreement shall be in effect upon the later of the approval by the governing body of each party, and the posting upon the websites of the parties as provided by RCW 39.34.040. The term of the Agreement shall be from January 1, 2023 to and including December 31, 2026.

3.2 Extension

The CITY may determine to extend the contractual relationship with the COUNTY after expiration of the term by giving notice to the COUNTY of such intent no later than October 1, 2026. After the delivery of such notice, both parties shall negotiate in good faith regarding the terms of a new agreement.

If the parties are unable to agree to the terms of a new agreement, either party may submit the matter to arbitration pursuant to RCW 3.62.070. In the event the issue of filing fees is submitted to arbitration, the arbitrator or arbitrators shall only consider those additional costs borne by the

COUNTY in providing District Court services to the CITY as provided for by RCW 3.62.070. However, nothing contained herein shall prohibit the parties from mutually agreeing to extend the period of good faith negotiations or to submit the matter to mediation for resolution of the outstanding issues.

3.3 Termination

This Agreement may be terminated by either party as provided in RCW 3.50.810.

4. INDEMNIFICATION

Each Party to this Agreement shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, the Party's negligent acts or omissions. No party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from concurrent negligence of two or more Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence. Each of the Parties agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the parties, by mutual negotiation, hereby waives with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provision of Title 51 RCW. In the event that any of the Parties incurs any judgment, award and/or cost arising therefrom, including attorney fees, to enforce the provisions of this paragraph, all such fees, expenses and costs shall be recoverable from the responsible Party to the extent of the Party's culpability. This indemnification shall survive the expiration or termination of this Agreement.

5. NO THIRD-PARTY RIGHTS

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as third-party beneficiary or otherwise) on account of any nonperformance hereunder.

6. CHANGES

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

7. NOTICE

Notice provided for in this Agreement shall be sent by U.S. mail to the addresses designated for the parties as set forth below. Notice will be deemed received on the third business day following the date of the notice.

To the COUNTY: District Court Executive Officer
2000 Lakeridge Dr SW, Bldg. 3
Olympia, WA 98502

To the CITY: City Administrator
555 Israel Rd SW
Tumwater, WA 98501

8. JURISDICTION AND VENUE

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

Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington or in the superior court of either of the two nearest judicial districts.

9. SEVERABILITY

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

10. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____, 2023.

CITY OF TUMWATER

THURSTON COUNTY, WASHINGTON

BY: _____
Debbie Sullivan, Mayor

BY: _____
Ramiro Chavez, County Manager

ATTEST:

ATTEST:

BY: _____
City Clerk

BY: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY: _____
Karen Kirkpatrick, City Attorney

BY: _____
Jon Tunheim, Prosecuting Attorney

Exhibit A

Scope of Services

The COUNTY shall provide all necessary personnel, equipment, and facilities to perform the following described court services in a timely manner as required by law and court rule.

- A. **Case Processing and Management:** The COUNTY shall be responsible for filing, processing, adjudication, and penalty enforcement of all CITY cases filed. Such services shall include by not be limited to: issuance of search warrants; the conduct of arraignments, pre-trial hearings, motions and other evidentiary hearings; discovery matters; notifications and subpoenaing of witnesses; arranging for interpreter services as needed, providing to the prosecutor complete court calendars, and other documentation necessary to efficient caseload management prior to a scheduled CITY court calendar; the conduct of bench and jury trials; sentencing; post-trial motions; the duties to courts of limited jurisdiction regarding appeals; and any and all other court functions as they relate to municipal cases filed by the CITY.
- B. **Probation and Other Services:** The COUNTY shall provide probation services for CITY cases. The COUNTY may at its discretion provide additional services such as but not limited to Veteran's Court or Mental Health Court. The COUNTY shall use its best efforts to afford CITY cases access to these additional services on the same terms as those services are offered to the COUNTY, and the COUNTY shall provide a report annually to the CITY detailing the other services provided to the CITY by the COUNTY, specifically enrollment by CITY defendants in Veteran's and Mental Health Court programs.
- C. **File Management and Retention:** The COUNTY shall manage and retain cases filed by the CITY in the same manner as other cases filed and in accordance with procedures established by the Judicial Information System and Washington State Archives.
- D. **Changes:** If the COUNTY requires a change to the delivery of any of the services described herein, the COUNTY shall give the CITY a minimum of sixty (60) days' notice and refer the matter to the Court Management and Oversight Committee.

TO: City Council
 FROM: John Doan, City Administrator
 DATE: November 15, 2022
 SUBJECT: Interagency Reimbursement Agreement IAA23787 Between Washington State Administrative Office of the Court and the City of Tumwater

1) Recommended Action:

Approve and authorize the Mayor sign the Interagency Reimbursement Agreement IAA23787 Between Washington State Administrative Office of the Courts and the City of Tumwater.

2) Background:

The Public Health and Safety Committee approved moving this item forward to Council at its November 8th Committee meeting. State v. Blake is a 2021 Washington State Supreme Court decision that ruled the felony drug possession law unconstitutional. Someone convicted of simple possession of a controlled substance under RCW 69.50.4013 (and its predecessor statutes) may be eligible to have their conviction vacated and a refund of any legal financial obligations (LFOs) paid on these cases. The Legislature has provided limited reimbursement opportunities to cities both for the LFOs and also any extraordinary costs associated with identification and resentencing. The proposed agreement would provide for that reimbursement from the State.

3) Policy Support:

VISION | MISSION | BELIEFS

Partnership | We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional, state, and even broader issues.

4) Alternatives:

☐ Do not authorize signature of the Agreement.

5) Fiscal Notes:

The financial exposure to the City for prosecution, court and public defense time is unknown, along with the exposure for refunding legal financial obligations for those convictions or sentences impacted by the Blake decision. This agreement would provide up to \$28,795 in reimbursement for extraordinary judicial, prosecutorial, or defense related costs and up to \$24,868 for reimbursement of paid legal and financial obligations. As these are pass-through funds, there is no need for a budget amendment.

6) Attachments:

A. Interagency Reimbursement Agreement IAA23787 Between Washington State Administrative Office of the Court and the City of Tumwater

INTERAGENCY REIMBURSEMENT AGREEMENT IAA23787
BETWEEN
WASHINGTON STATE ADMINISTRATIVE OFFICE OF THE COURTS
AND
CITY OF TUMWATER

THIS REIMBURSEMENT AGREEMENT (Agreement) is entered into by and between the Administrative Office of the Courts (AOC) and CITY OF TUMWATER, for the purpose of reimbursing CITY OF TUMWATER (City) for extraordinary costs of resentencing and vacating sentences under *Blake* and for the cost of refunding legal financial obligations (LFOs) under the *Blake* decision.

1. PURPOSE

The purpose of this Agreement is to provide reimbursements to assist Cities and Municipal Courts with extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision, and to provide reimbursements to assist Cities and Municipal Courts who have reimbursed or will reimburse LFOs to defendants whose convictions or sentences in Municipal Court are affected by the *State v. Blake* decision.

2. REIMBURSEMENT

- A. Extraordinary Expenses Reimbursement. AOC shall reimburse the City up to a maximum of \$28,795 for extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake* decision incurred during the period of February 25, 2021 to June 30, 2023. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by agreement of the parties.
- B. LFO Reimbursement. AOC will reimburse the City up to a maximum of \$24,868 for payments made by the City during the period February 25, 2021 to June 30, 2023 pursuant to court order which required reimbursement by the State of Washington of legal and financial obligations. No reimbursement will be made under this Agreement for resentencing or vacation costs incurred after June 30, 2023, and any reimbursement requests in excess of this amount stated in this Section 2 (b) will be denied. If additional funding is appropriated by the Legislature for these purposes, the amount of reimbursement under this Agreement may be increased by

agreement of the parties. Nothing in this Agreement requires the City to make payments pursuant to a court order when the funds available for reimbursement are less than the amount of the payment.

- C. General. AOC shall provide reimbursement to the City for approved and completed reimbursements by warrant or account transfer within 30 days of receipt of a properly completed A-19 invoice and the completed data report as required below.

3. PERIOD OF PERFORMANCE

Performance under this Agreement begins **July 1, 2022**, regardless of the date of execution, and ends on **June 30, 2023**. The period of performance may be amended by mutual agreement of the parties if the Legislature provides additional funding or time for these purposes.

4. TERMS OF REIMBURSEMENT

a) The City shall request reimbursement as follows:

1. The City will submit its A-19 invoices monthly to payables@courts.wa.gov. A-19 invoices submitted under this agreement must include:
 - a. Payment documents from the City indicating the amounts expended, the recipients, and the date of expenditure.
 - b. Sufficient information to allow AOC to determine that the costs reimbursed are extraordinary judicial, prosecutorial, or defense-related costs of resentencing and vacating the sentences of defendants whose convictions or sentences are affected by the *State v. Blake*.
 - c. Proper coding for expenses under both 2.A. and B. For CITY OF TUMWATER expenses under 2.A. must be coded **40021070**, and reimbursement under 2.B. must be coded **40022090**.
2. The City shall provide a monthly report to AOC that must contain at a minimum:
 - a. A list of any case numbers associated with the services provided;
 - b. A breakdown of expenses by judicial, prosecutorial, and defense-related costs;
 - c. The amount of LFOs reimbursed, with the case number associated with that amount.
 - d. Any positions supported by these funds, broken down by judicial, prosecutorial, and defense-related positions; and
 - e. Data, including case numbers and aggregate data on the number and type of cases:
 - i. Vacated under *Blake*;

- ii. Resentenced under *Blake*; and
 - iii. Being worked on under *Blake*.
- b) By May 1, 2023, the City agrees to report any allocated funds under either 2. A. or B. that it will be unable to spend during the term of the contract, or any additional funds it anticipates needing during the term of the contract should additional funds become available. AOC reserves the right to reallocate funds that are reported to be unable to be spent.

5. AGREEMENT ALTERATIONS AND AMENDMENTS

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

6. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement must be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency will be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. This Agreement; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

7. WAIVER

A failure by either party to exercise its rights under this Agreement does not preclude that party from subsequent exercise of such rights and is not a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

8. SEVERABILITY

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

9. AGREEMENT MANAGEMENT

The program managers noted below are responsible for and are the contact people for all communications and billings regarding the performance of this Agreement:

AOC Program Manager	City Program Manager
Christopher Stanley Chief Financial and Management Officer PO Box 41170 Olympia, WA 98504-1170 Christopher.Stanley@courts.wa.gov (360) 357-2406	Troy Niemeyer Finance Director 555 Israel Rd SW Tumwater, WA 98501 TNiemeyer@ci.tumwater.wa.us

10. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement are considered to exist or to bind any of the parties to this agreement unless otherwise stated in this Agreement.

AGREED:**Administrative Office of the Courts****CITY OF TUMWATER**

Signature

Signature

Name

Debbie Sullivan
Name

Title

Mayor
Title

APPROVED AS TO FORM:

Signature

Signature

Name

Karen Kirkpatrick
Name

Title

Signature

Name

Title

City Attorney
Title

ATTEST:

Signature

Melody Valiant
Name

City Clerk
Title

TO: City Council
FROM: James Trujillo, Administrative Services Director
DATE: November 15, 2022
SUBJECT: City of Tumwater FIIRE Pilot Program Participation for 2023

1) Recommended Action:

Approve City of Tumwater and Tumwater Fire Department participation in the Firefighter Injury and Illness Reduction (FIIRE) Pilot Program for 2023.

2) Background:

The Fire Department has successfully completed all requirements of the FIIRE Pilot Program Year One requirements and has been invited to participate in a second year of the program. The goal of the FIIRE program is to reduce firefighter injuries and illnesses through proactive risk management and implementation of best practices.

3) Policy Support:

It is the policy of the City of Tumwater to provide and maintain a safe, accident-free and healthful working environment for all its employees.

4) Alternatives:

☐ Reject the contract.

5) Fiscal Notes:

The City receives a 10% premium incentive discount for the Labor & Industries risk class 6904 (County and City Firefighters) base premium rate. The discount code will be applied starting January 1, 2023 and ending December 31, 2023.

6) Attachments:

A. Memorandum of Participation of City of Tumwater and the Tumwater Fire Department in the Firefighter Injury and Illness Reduction (FIIRE) Pilot Program

**MEMORANDUM OF PARTICIPATION of
City of Tumwater and the Tumwater Fire Department
(Workers' Compensation Account # 077,792-00)
IN THE FIREFIGHTER INJURY AND ILLNESS REDUCTION (FIIRE) PILOT PROGRAM**

Year Two Pilot January 2023 – December 2023

The goal of the Firefighter Injury and Illness Reduction (FIIRE) Pilot Program is to reduce firefighter injuries and illnesses through proactive risk management and implementation of best practices. The FIIRE Pilot Program will last two years (2021-2023), but fire departments must engage for at least one year. This agreement applies to the FIIRE Pilot Program Year Two.

We, the City of Tumwater ("Employer") and the Tumwater Fire Department ("Fire Department") (collectively "we") understand and agree to the terms of the Firefighter Injury and Illness Reduction Pilot Program Year Two as outlined below.

A. Requirements

To be eligible for the incentive, we understand that we must meet the following requirements for our fire department operations:

1. Make efforts to optimize safety committee activities based on the risk management training, including applying proactive risk management principles to hazard identification, incident investigations, and injury/near-miss reporting.
2. Continue to implement and monitor the Year One tailored Safety Improvement Plan (SIP) that integrates self-assessment results, risk management training, and safety and health best practices to address carcinogen exposures and musculoskeletal disorders, such as those related to patient transport and equipment handling. Consider development and implementation of a new SIP or substantially revised SIP where appropriate based on monitoring or other assessment. To be eligible for grant funding for Year Two, a new or substantially revised SIP is required and must be developed by **May 31, 2023** and implemented from **June 1, 2023** through **December 30, 2023**.
3. Send a firefighter representative to attend all Fire Fighter Health and Safety Collaborative meetings. We understand that attendance is mandatory and absences are not permitted. We will contact FIIRE staff prior to the meeting, or within one week, for an appropriate substitution if work circumstances prohibit attendance.
4. Review existing return to work policies, and develop new plans as needed to improve outcomes for injured firefighters and mitigate time-loss costs to the department. Consider incentive programs such as Stay at Work.
5. Submit quarterly reports and the end-of-the-year report to the L&I FIIRE Program. The L&I FIIRE Program will send a quarterly report questionnaire/form. Submittal is required within 3 weeks of receipt.
6. Continue to keep our L&I Premium Account in good standing according to WAC 296-17-31004.

7. Understand the value of line firefighter input and make every effort to include them in our program.

B. Incentives

1. We understand that once we meet the requirements, we will receive a 10% premium incentive discount for the risk class 6904 base premium rate. The discount will be applied starting January 1, 2023 and ending December 31, 2023. Upon submittal of this agreement, a new rate notice will be sent reflecting the discounted rate and employee deduction rate.
2. For the purposes of quarterly reporting, we agree to report the hours worked in class 6904 under the internal code 6992 for the FIIRE Pilot. This internal code will be on our quarterly premium notice. We understand that these codes are for internal use with the discounted rates and do not create a new risk class.

C. Termination

1. We understand that this agreement will terminate at the end of Pilot Year Two on December 31, 2023.
2. We understand that we may terminate our participation in the FIIRE Pilot program at any time upon notice to L&I. We understand that if we voluntarily terminate our participation, we will no longer receive any discount.
3. We understand that L&I may suspend or terminate this agreement should we no longer be in compliance with the requirements. To the extent permitted by law, we understand that we will be given notice and an opportunity to comply before suspension or termination.

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Authorized Representative from the Employer

Type or Print Name:

Debbie Sullivan

Position:

Mayor

Signature

Date:

Authorized Representative from Fire Department

Type or Print Name:

Brian Hurley

Position:

Fire Chief

Signature

Date:

Department of Labor & Industries

Keith Bingham, L&I Employers Services Program Manager

Signature

Date:

TO: City Council
FROM: John Doan, City Administrator
DATE: November 15, 2022
SUBJECT: South Puget Sound Habitat for Humanity Service Provider Agreement for Affordable Housing Project in Tumwater

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with the South Puget Sound Habitat for Humanity Service Provider Agreement in substantially similar form as approved by the City Attorney in support of affordable housing in Tumwater.

2) Background:

At the April 12th Council Worksession, staff presented additional costs related to the Habitat for Humanity project located at the corner of 73rd and Henderson. Council was supportive of using City housing funds to contribute direct support to this affordable housing project in Tumwater that will contribute to economic and social stability for low-income persons. It was determined to be the most equitable choice that would result in affordable long-term housing and serve as a public benefit. Each property will be resale restricted ensuring that these homes will stay affordable for future generations and families.

3) Policy Support:

Strategic Priority: Build a Community Recognized for Quality, Compassion and Humanity
Goal: *“Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness.”*

4) Alternatives:

- ☐ Do not authorize signature of the contract.
 - ☐ Some other course of action.
-

5) Fiscal Notes:

The City has \$120,000.00 in housing funds remaining in the General Fund to put toward support of this project. These funds will be used toward the overall project and are expected to be expended in 2022.

6) Attachments:

- A. South Puget Sound Habitat for Humanity Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

TÁLÍCN TOWNHOMES - AFFORDABLE HOUSING PROJECT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and SOUTH PUGET SOUND HABITAT FOR HUMANITY, a Washington non-profit corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

WHEREAS, the CITY has set a Strategic Priority to Build a Community Recognized for Quality, Compassion and Humanity with a goal of: “Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness.”; and

WHEREAS, the CITY has determined it to be an equitable choice to support an affordable housing project in Tumwater, that would result in affordable long-term housing and serve as a public benefit; and

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than January 1, 2022, and shall be completed no later than December 31, 2022. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) as reflected in Exhibit "A" to assist with reducing costs for future homeowners and to generate affordable housing by funding a portion of the land and infrastructure costs for the Tumwater Tâlicn Townhomes project.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the

SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national

origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

E. Nondiscrimination in Benefits.

Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement

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

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

22. ENTIRE AGREEMENT.

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

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

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

APPROVED AS TO FORM:

DEBBIE SULLIVAN
Mayor

KAREN KIRKPATRICK
City Attorney

ATTEST:

MELODY VALIANT
City Clerk

SERVICE PROVIDER:

SOUTH PUGET SOUND HABITAT FOR HUMANITY

PO Box 2225

Olympia, WA 98507

Tax ID #: 91-1427020

Phone Number: (360) 956-3456

Signature (Notarized – see below)

Printed Name: Carly Colgan

Title: Chief Executive Officer

Notary Required for Service Provider Only

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

Notary Public in and for the State of Washington,

My appointment expires:_____



Tâlicn Townhomes

Scope of Work

Project Name: Tâlicn (ta-lee-chin) Townhomes

Project Location: 1150 73rd Ave Tumwater, WA 98501

The Tâlicn Townhome project will feature 28 townhomes on just over 3 acres of land, designed by the Artisan's Group, the pragmatic and modern design allow for increased performance and efficiency while the staggered entrances and variation in roof lines provide visual interest and a unique neighborhood experience.

The 28 townhomes include 14 individual structures that each include a 1,296 sf 3 bedroom, 2 bath unit, and a 1,406 sf 4 bedroom, 2 bath accessible unit. Each home will be built to the rigorous Evergreen Sustainable Development Standards and feature energy efficient design and building materials to improve the quality of life of the homeowners while ensuring the livability of the dwelling for the future.

The Tâlicn Townhomes include multiple layers of grant funding to make the project work. The land and infrastructure is financed by Olympia Federal Savings and will include funding from the City of Tumwater, Habitat for Humanity International (SHOP), and Washington State Department of Commerce (CHIP). The home building materials, labor, and purchase buydown are funded through grants with Thurston County (HOME), City of Tumwater (CDBG), and Washington State Department of Commerce (HTF), as well as generous volunteers, donors and in-kind materials that reduce our costs.

The total cost for this project is estimated at \$6,962,354 with grant funding totaling \$5,134,984. The gap in funding will be recovered through the subsidized sale of homes to well qualified low income first time homebuyers. South Puget Sound Habitat for Humanity will hold the right of first refusal on any future home sale in the development and each home will include an affordability covenant with a requirement to resell the home to another low income buyer.

Tâlicn Townhomes

1150 73rd AVE SE • TUMWATER, WA 98501



South Puget Sound
Habitat
for Humanity®

Located in Tumwater, first time homeowners living at Tâlicn will enjoy a reasonable commute to many job centers, excellent schools feeding into Tumwater High School, shops and services within a reasonable distance, and an active and growing community. These townhomes will be eco-friendly with healthy indoor environments, built to Evergreen Sustainable Development Standards.



unit mix

28 Townhomes, Multi-Family Medium

14 @ duplexes

3 bedrooms, 2 bath, 1,296 s.f. each

4 bedrooms, 2 bath, 1,406 s.f. each

resident profile

28 Families, 115 total residents (est.)

30-60% of the Area Median Income

Willing to partner & complete sweat equity

Residing/employed in Thurston County for 1+ years

funding sources

South Puget Sound Habitat for Humanity Fund for Humanity, Cowlitz Indian Tribe, Habitat for Humanity International, Olympia Federal Savings, City of Tumwater, Thurston County, Washington State Department of Commerce, corporate and private donations. Our costs are also reduced through in-kind donations and thousands of volunteer hours.

homeownership

As with the more than 83 new, first-time homeowners Habitat has served in Thurston County, these new Tumwater residents' housing costs will be set at no more than 30% of their incomes. Each property will be resale restricted ensuring that these homes will stay affordable for future generations and families. In an area with an average home price over \$520,000 and rising, these homes will ensure that all people continue to have a place to build lives in Thurston County.

learn more

Carly Colgan
Chief Executive Officer
carly@spshabitat.org
360.956.3456

**every
door**
brings a
family home

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: City Council
FROM: Troy Niemeyer, Finance Director
Bill Sampson, Senior Accountant
DATE: November 15, 2022
SUBJECT: Ordinance No. O2022-020 adopting a 3rd amendment to the 2021-2022 Budget

1) Recommended Action:

After holding a public hearing to receive public testimony on the proposed amendment, move to adopt Ordinance No. O2022-020 budget amendment number three.

2) Background:

This amendment was discussed at the Budget and Finance Committee meeting on October 19, 2022, where it was approved to be sent to a public hearing at the Council meeting on November 15. Final adoption is allowed today. Staff conducted an analysis of budgeted 2021-2022 resources and expenditures. This allows staff to amend the current budget for any previously unknown revenues or expenditures. This amendment is largely to “clean up” the final budget as we approach the end of the biennium.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

☐ Delay adoption to December 6, and send back to staff for changes.

5) Fiscal Notes:

Attachment B to the agenda report shows the proposed changes to each City fund for the 2021-2022 biennium’s beginning fund balance, revenues, expenditures and ending fund balance. The Finance Department has a detailed list of all changes for review if desired.

6) Attachments:

- A. Attachment A – Ordinance O2022-020
- B. Attachment B – Budget Changes
- C. Exhibit A – Fund level summary

ORDINANCE NO. O2022-020

AN ORDINANCE of the City Council of the City of Tumwater, Washington amending the 2021-2022 City of Tumwater Biennial Budget for the 2021-2022 calendar years, amending Ordinance O2020-027, Ordinance O2021-011 and Ordinance O2021-022 as more particularly described herein.

WHEREAS, the City of Tumwater adopted Ordinance O2010-011 on May 18, 2010 electing to have a two-year fiscal biennium budget in lieu of the annual budget; and

WHEREAS, the City Council approved O2020-027, adopting the biennial budget for the fiscal period 2021-2022, on December 1, 2020; and

WHEREAS, Ordinance O2020-027 was amended on June 15, 2021 with Ordinance O2021-011; and

WHEREAS, Ordinance O2020-027 and O2021-011 were amended on December 7, 2021 with Ordinance O2021-022; and

WHEREAS, Budget Amendments were presented and discussed at the Budget and Finance Committee meeting on October 19, 2022; and

WHEREAS, various staff positions within the City of Tumwater are needed in order to maintain current levels of service; and

WHEREAS, numerous other adjustments to the biennial budget are necessary to recognize updated revenue projections and adjust appropriations for various City funds.

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

Section 1. Amendment. Section 2 of Ordinance No. O2020-027, enacted December 1, 2020, and amended by Ordinance O2021-011 and O2021-022, is hereby amended as follows:

The fund levels restated include the estimated resources, fund balances or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2021-2022 biennium are set forth in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the 2021-2022 biennium.

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

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

Section 4. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 15th Day of November 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

3rd Amendment

CITY OF TUMWATER

Proposed 2021-2022 Budget Changes

All Fund Summary

Attachment B

FUNDS BY TYPE	Change in Fund Balance [1]	+	New Revenues	=	Total New Resources	-	New Expenditures	=	Change in Ending Fund Balance	Appropriation Incr (Decr)
General Fund										
001 General Government	\$ -		\$ 51,223		\$ 51,223		\$ 533,282		\$ (482,059)	\$ 51,223
002 Public Safety Reserve	-		-		-		-		-	-
007 Permit Reserve	-		-		-		-		-	-
008 Emergency Reserve	-		-		-		-		-	-
009 Facilities Reserve Fund	-		-		-		-		-	-
012 Recreation Special Programs	-		-		-		-		-	-
015 Parks Board	-		-		-		-		-	-
016 E-Link & Fiberoptics	-		-		-		-		-	-
017 Historical Commission	-		-		-		40,000		(40,000)	-
018 K-9	-		-		-		3,005		(3,005)	-
019 US Flag Recognition Fund (new)	-		-		-		-		-	-
TOTAL GENERAL FUND AS BUDGETED	-		51,223		51,223		576,287		(525,064)	51,223
Special Revenue Funds										
105 Affordable Housing Sales Tax Fund (new)	\$ -		\$ 5,974		\$ 5,974		\$ 60,000		\$ (54,026)	\$ 5,974
107 Domestic Violence Prevention Fund	-		-		-		-		-	-
108 Drug & Other Seizure Fund	-		-		-		-		-	-
109 Lodging Tax Fund	-		-		-		-		-	-
111 Development Fees Fund	-		-		-		-		-	-
120 Barnes Lake Management District Fund	-		-		-		-		-	-
130 Tumwater Transportation Benefit District	-		-		-		-		-	-
Debt Service Funds										
200 General Obligation Debt Service Fund	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Capital Project Funds										
303 General Government CFP Fund	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
304 Transportation CFP Fund	\$ -		\$ -		\$ -		\$ -		\$ -	\$ -
Proprietary Funds										
400 Water Utility Fund	\$ -		\$ -		\$ -		\$ 128,137		\$ (128,137)	\$ -
401 Sewer Utility Fund	-		-		-		99,258		(99,258)	-
411 Storm Utility Fund	-		-		-		102,161		(102,161)	-
480 Golf Course Fund	-		-		-		1,194,169		(1,194,169)	-
Internal Service Funds										
501 Equipment Rental & Reserve Fund	\$ -		\$ 7,500		\$ 7,500		\$ 7,500		\$ -	\$ 7,500
GRAND TOTAL	\$ -		\$ 64,697		\$ 64,697		\$ 2,167,512		\$ (2,102,815)	\$ 64,697

CITY OF TUMWATER
Budget Adjustment 3
2021 - 2022

O2022-020
Exhibit A

FUNDS BY TYPE	Beginning Fund Balance	Revenues	Total Resources	Expenditures	Ending Fund Balance	Proposed Budget
General Government Funds						
001 General Fund	\$ 11,122,465	\$ 62,949,716	\$ 74,072,181	\$ 68,546,308	\$ 5,525,873	\$ 74,072,181
002 Public Safety Reserve	1,133,800	3,796,000	4,929,800	3,966,500	963,300	4,929,800
007 Permit Reserve	402,855	108,000	510,855	-	510,855	510,855
008 Emergency Reserve	1,404,149	24,000	1,428,149	-	1,428,149	1,428,149
009 Facilities Reserve Fund	806,777	1,193,000	1,999,777	70,000	1,929,777	1,999,777
012 Recreation Special Programs	91,100	70,000	161,100	90,150	70,950	161,100
015 Parks Board	39,337	99,968	139,305	59,968	79,337	139,305
016 E-Link & Fiberoptics	618,209	116,100	734,309	175,000	559,309	734,309
017 Historical Commission	49,350	20,000	69,350	60,000	9,350	69,350
018 K-9	23,005	-	23,005	23,005	-	23,005
019 US Flag Recognition	14,466	250	14,716	1,000	13,716	14,716
GENERAL GOVERNMENT FUNDS	\$ 15,705,513	\$ 68,377,034	\$ 84,082,547	\$ 72,991,931	\$ 11,090,616	\$ 84,082,547
Special Revenue Funds						
105 Affordable Housing Sales Tax Fund	\$ 84,041	115,974	\$ 200,015	\$ 200,015	-	\$ 200,015
107 Domestic Violence Prevention Fund	14,230	1,000	15,230	13,885	1,345	15,230
108 Drug & Other Seizure Fund	59,504	-	59,504	37,500	22,004	59,504
109 Lodging Tax Fund	464,453	606,000	1,070,453	593,970	476,483	1,070,453
111 Development Fees Fund	11,988,568	5,120,000	17,108,568	5,472,300	11,636,268	17,108,568
120 Barnes Lake Management District Fu	31,767	34,610	66,377	31,300	35,077	66,377
130 Transportation Benefit District	3,595,104	3,510,000	7,105,104	5,212,800	1,892,304	7,105,104
Debt Service Fund						
200 General Obligation Debt Service Fun	\$ 57,004	\$ 1,446,400	\$ 1,503,404	\$ 1,442,650	\$ 60,754	\$ 1,503,404
Capital Project Funds						
303 General Government CFP Fund	\$ (565,033)	\$ 12,234,600	\$ 11,669,567	\$ 12,126,331	\$ (456,764)	\$ 11,669,567
304 Transportation CFP Fund	7,188,647	21,124,850	\$ 28,313,497	21,936,954	6,376,543	28,313,497
Proprietary Funds						
400 Water Utility Fund	\$ 10,149,579	\$ 13,608,361	\$ 23,757,940	\$ 21,024,525	\$ 2,733,415	\$ 23,757,940
401 Sewer Utility Fund	11,747,052	20,674,227	\$ 32,421,279	24,238,428	8,182,851	\$ 32,421,279
411 Storm Utility Fund	6,420,770	7,928,723	\$ 14,349,493	9,328,166	5,021,327	\$ 14,349,493
480 Golf Course Fund	177,094	4,632,933	\$ 4,810,027	5,852,750	(1,042,723)	\$ 4,810,027
Internal Service Funds						
501 Equipment Rental & Reserve Fund	\$ 4,911,675	\$ 6,523,700	\$ 11,435,375	\$ 11,435,375	-	\$ 11,435,375
CITY-WIDE TOTALS						
	\$ 72,029,968	\$ 165,938,412	\$ 237,968,380	\$ 191,938,880	\$ 46,029,500	\$ 237,968,380

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 15, 2022
SUBJECT: Budget Public Hearing #2

1) Recommended Action:

Hold a public hearing related to the Mayor's proposed budget.

2) Background:

The Mayor proposed the 2023-2024 budget, and staff has presented four budget workshops to date. This is the second of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing. This summary includes the changes that have been discussed previously. The presentation slides will be distributed prior to the meeting.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- ☐ None. State law requires two public hearings prior to final adoption of the budget on December 6. This satisfies that requirement.
-

5) Fiscal Notes:

The Mayor's proposed budget is located here: [637986729417930000 \(tumwater.wa.us\)](https://www.tumwater.wa.us/637986729417930000)

6) Attachments:

- A. Final proposed budget summary

CITY OF TUMWATER

Proposed Budget

2023-2024

FUNDS BY TYPE	Beginning Fund Balance	Revenues	Total Resources	Expenditures	Ending Fund Balance	Proposed Budget
General Government Funds						
001 General Fund	\$ 17,522,810	\$ 72,690,828	\$ 90,213,638	\$ 79,992,697	\$ 10,220,941	\$ 90,213,638
002 Public Safety Reserve	1,715,272	3,950,200	5,665,472	3,671,000	1,994,472	5,665,472
007 Permit Reserve	504,293	205,000	709,293	-	709,293	709,293
008 Emergency Reserve	1,421,208	631,500	2,052,708	-	2,052,708	2,052,708
009 Facilities Reserve Fund	1,961,699	7,700	1,969,399	771,000	1,198,399	1,969,399
012 Recreation Special Programs	90,214	70,000	160,214	104,300	55,914	160,214
015 Parks Board	114,254	40,000	154,254	40,000	114,254	154,254
016 E-Link & Fiberoptics	728,302	114,000	842,302	375,000	467,302	842,302
017 Historical Commission	9,390	20,000	29,390	-	29,390	29,390
018 K-9	8,274	100	8,374	6,000	2,374	8,374
019 US Flag Recognition	13,661	50	13,711	1,000	12,711	13,711
GENERAL GOVERNMENT FUNDS	\$ 24,089,377	\$ 77,729,378	\$ 101,818,755	\$ 84,960,997	\$ 16,857,758	\$ 101,818,755
Special Revenue Funds						
105 Affordable Housing Sales Tax Fund	\$ 63,505	\$ 127,448	\$ 190,953	\$ 127,408	\$ 63,545	\$ 190,953
107 Domestic Violence Prevent Fund	3,638	-	3,638	-	3,638	3,638
108 Drug & Other Seizure Fund	51,022	30	51,052	15,500	35,552	51,052
109 Lodging Tax Fund	579,215	660,300	1,239,515	645,810	593,705	1,239,515
111 Development Fees Fund	15,004,737	5,910,000	20,914,737	10,094,000	10,820,737	20,914,737
120 Barnes Lake Mgmt Dist. Fund	46,534	39,112	85,646	54,675	30,971	85,646
130 Transportation Benefit District	5,677,155	4,471,000	10,148,155	9,173,990	974,165	10,148,155
Debt Service Fund						
200 General Obligation Debt Service Fun	\$ 81,259	\$ 399,600	\$ 480,859	\$ 391,490	\$ 89,369	\$ 480,859
Capital Project Funds						
303 General Government CFP Fund	\$ 1,578,974	\$ 18,407,500	\$ 19,986,474	\$ 19,200,087	\$ 786,387	\$ 19,986,474
304 Transportation CFP Fund	12,090,046	26,972,600	39,062,646	35,285,000	3,777,646	39,062,646
Proprietary Funds						
400 Water Utility Fund	\$ 12,964,999	\$ 15,249,203	28,214,202	\$ 13,701,258	\$ 14,512,944	\$ 28,214,202
401 Sewer Utility Fund	17,022,441	21,006,820	38,029,261	21,310,447	16,718,814	\$ 38,029,261
411 Storm Utility Fund	9,931,268	10,110,112	20,041,380	8,089,632	11,951,748	\$ 20,041,380
480 Golf Course Fund	1,626,788	4,996,425	6,623,213	4,994,852	1,628,361	\$ 6,623,213
Internal Service Funds						
501 Fleet ER & R Fund	\$ 4,355,215	\$ 4,869,144	\$ 9,224,359	\$ 5,767,025	\$ 3,457,334	\$ 9,224,359
502 IT ER & R Fund	\$ 1,585,543	\$ 3,074,420	\$ 4,659,963	\$ 3,687,209	\$ 972,754	\$ 4,659,963
CITY-WIDE TOTALS	\$ 106,751,716	\$ 194,023,092	\$ 300,774,808	\$ 217,499,380	\$ 83,275,428	\$ 300,774,808

CITY OF TUMWATER
General Fund Proposed Budget
2023 - 2024

	2019-2020 Actual	2021-2022 Adjusted Budget	2021-2022 Estimate	2023-2024 Proposed Budget
BEGINNING FUND BALANCE	\$ -	\$ 11,122,465	\$ 11,122,465	\$ 17,522,810
<u>REVENUES</u>				
Property Tax	\$ 15,483,398	\$ 15,972,000	\$ 16,079,237	\$ 18,600,000
Sales Tax	17,004,262	14,108,000	17,256,663	17,458,500
Utility Tax	4,674,645	4,507,000	5,261,525	5,895,000
Business & Occupation Tax	4,605,830	4,400,000	5,975,213	6,300,000
Other Taxes	1,618,215	1,149,400	1,753,601	1,725,000
Intergovernmental Contracts	6,252,887	6,979,900	7,150,883	8,816,707
Intgovtl-Shrd Rev and Grants	2,979,316	1,808,300	4,419,027	1,885,400
Service Fees-Internal	2,553,386	2,336,000	3,008,056	3,027,000
Service Fees-Rgst/PlnCh/Insp	1,542,972	1,134,000	2,053,063	1,212,500
Fines & Forfeits	218,416	177,800	86,286	83,000
Development/Permits Fees	2,166,813	1,320,000	3,084,996	2,140,000
Other Licenses & Permits	1,015,744	926,000	1,028,187	955,500
Transfers In/Interfund	2,523,600	2,692,100	2,596,513	4,301,221
Miscellaneous	597,565	259,000	270,812	291,000
Total Revenue	63,237,049	57,769,500	70,024,062	72,690,828
TOTAL RESOURCES	\$ 63,237,049	\$ 68,891,965	\$ 81,146,527	\$ 90,213,638
<u>EXPENDITURES</u>				
Salaries and Wages	\$ 25,795,881	\$ 28,778,293	\$ 30,747,504	\$ 38,655,760
Benefits	11,310,567	12,737,805	13,361,782	15,786,101
Supplies	1,459,165	1,486,738	1,562,531	2,129,693
Services & Charges	11,665,920	14,791,347	14,424,120	20,990,433
Capital Outlay	812,200	161,140	107,359	335,300
Transfers Out/Interfund	2,116,801	6,252,225	2,970,421	2,095,410
TOTAL EXPENDITURES	53,160,534	64,207,548	63,173,717	79,992,697
Ending Fund Balance-appropriated	n/a	4,583,777	17,972,810	10,220,941
TOTAL APPROPRIATION	\$ 53,160,534	\$ 68,791,325	\$ 81,146,527	\$ 90,213,638
ENDING FUND BALANCE	\$ 10,207,478	\$ 4,583,777	\$ 17,972,810	\$ 10,220,941

Expenditures by Department	2019-2020 Actual	2021-2022 Adjusted Budget	2021-2022 Estimate	2023-2024 Proposed Budget
Fire & Emergency Services	15,844,272	16,300,244	17,123,062	20,047,776
Police	14,049,729	16,182,910	14,968,175	18,975,157
Parks & Recreation	6,728,241	8,050,875	7,608,421	10,714,679
Street	4,468,372	5,179,512	4,440,463	6,038,515
Community Development	3,432,321	4,158,054	3,666,567	5,037,385
Finance	3,071,949	3,161,328	3,096,308	3,806,421
Non-Departmental	3,355,814	3,407,303	3,280,239	3,309,140
Violations Bureau	1,380,847	1,467,987	1,047,658	1,557,064
Executive	1,746,972	2,066,437	1,875,980	2,630,182
Transfers Out	5,777,492	2,472,860	2,308,860	1,582,930
Special Projects	-	2,423,143	717,441	1,397,265
Administrative Services	988,875	1,200,898	1,200,523	1,944,213
City Attorney	796,929	908,719	935,412	1,105,107
Engineering	438,987	771,280	641,920	1,529,936
Legislative	235,390	261,476	261,690	316,927
TOTAL Department Expenditures	\$ 62,316,190	\$ 68,013,026	\$ 63,172,719	\$ 79,992,697

TO: City Council

FROM: Don Carney, Capital Projects Manager & Chuck Denney, Parks & Recreation Manager

DATE: November 15, 2022

SUBJECT: Preserve Park, Award Contract and Authority to Sign Contract

1) Recommended Action:

Staff recommends the City Council award and authorize the Mayor to sign a Public Works contract with Tapani, Inc. of Battle Ground Washington, in the amount of \$579,793.74, for the Preserve Park construction project.

2) Background:

In 2020, the City purchased property within the Preserve to construct the Preserve Park. The planned park play area is approximately 0.5 acres and will include site furnishings, a large play structure, a 24 foot by 24 foot picnic shelter, a half-court basketball court, a five foot high triple-wide concrete slide and zip line, and landscaping and irrigation. The adjoining 2.9 acre storm water infiltration pond will be incorporated as additional play area by seeding and irrigating.

This project includes paving, sidewalks, electrical service to a picnic shelter, and other site work for the park. A previous contract had been awarded to an equipment supplier for the purchase of the equipment and installation of that equipment into the new park after construction.

Tapani Inc.'s bid of \$579,793.74 is \$91,304.39 below Engineer's estimate of \$671,098.13.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026 has identified the following goals to prioritize parks enhancement projects:

B. Build a Community Recognized for Quality, Compassion and Humanity

4) Alternatives:

☐ Reject bids and re-advertise.

5) Fiscal Notes:

The complete park development is included in the 2020-2025 Capital Facility Plan. The park is identified as General Governmental Project GG08, Preserve Park. The project is being funded with park impact fees.

6) Attachments:

A. Bid Tabulation
B. Site Plan

Item 8a.

BID TABULATION SHEET (Page 1 of 1)

Bid Opening 11/3/2022

Preserve Park
2021034

				<i>Engineer's Estimate</i>		<i>BID #1 Tapani, Inc.</i>		<i>BID #2 Nyco</i>		<i>BID #3 ACI Inc</i>		<i>BID #4 NW Cascade, Inc.</i>		<i>BID #5 KBH Construct. Co</i>		<i>BID #6 Rognlin's, Inc.</i>		<i>BID #7 Ceccanti</i>		<i>BID #8 Sound Pacific Const. LLC</i>	
ITEM	Schedule A	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Construction Staking	1	LS	\$12,500.00	\$12,500.00	\$8,000.00	\$8,000.00	\$18,238.00	\$18,238.00	\$10,000.00	\$10,000.00	\$15,375.00	\$15,375.00	\$14,000.00	\$14,000.00	\$17,250.00	\$17,250.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	SPCC Plan	1	LS	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$651.00	\$651.00	\$130.00	\$130.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
3	Mobilization	1	LS	\$55,000.00	\$55,000.00	\$51,300.00	\$51,300.00	\$1,824.00	\$1,824.00	\$48,871.23	\$48,871.23	\$64,000.00	\$64,000.00	\$170,000.00	\$170,000.00	\$48,000.00	\$48,000.00	\$75,000.00	\$75,000.00	\$80,000.00	\$80,000.00
4	Minor Change	1	Calc.	\$35,000.00 **	\$35,000.00 **	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00	\$35,000.00
5	Project Temporary Traffic Control	1	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$3,257.00	\$3,257.00	\$1.00	\$1.00	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$32,500.00	\$32,500.00	\$20,000.00	\$20,000.00
6	Roadway Excavation Incl. Haul	700	CY	\$50.00	\$35,000.00	\$42.00	\$29,400.00	\$49.50	\$34,650.00	\$27.00	\$18,900.00	\$41.00	\$28,700.00	\$1.00	\$700.00	\$40.00	\$28,000.00	\$80.00	\$56,000.00	\$100.00	\$70,000.00
7	Crushed Surfacing Top Course	16	TON	\$75.00	\$1,200.00	\$102.00	\$1,632.00	\$49.50	\$792.00	\$167.00	\$2,672.00	\$55.00	\$880.00	\$50.00	\$800.00	\$231.50	\$3,704.00	\$40.00	\$640.00	\$90.00	\$1,440.00
8	Crushed Surfacing Base Course	160	TON	\$70.00	\$11,200.00	\$70.00	\$11,200.00	\$49.50	\$7,920.00	\$59.00	\$9,440.00	\$55.00	\$8,800.00	\$50.00	\$8,000.00	\$65.00	\$10,400.00	\$40.00	\$6,400.00	\$75.00	\$12,000.00
9	Cement Concrete Pavement	800	SY	\$225.00	\$180,000.00	\$117.00	\$93,600.00	\$97.70	\$78,160.00	\$136.00	\$108,800.00	\$138.00	\$110,400.00	\$120.00	\$96,000.00	\$132.00	\$105,600.00	\$150.00	\$120,000.00	\$148.00	\$118,400.00
10	Gravity Block Wall	315	SF	\$65.00	\$20,475.00	\$40.00	\$12,600.00	\$83.00	\$26,145.00	\$53.00	\$16,695.00	\$61.00	\$19,215.00	\$55.00	\$17,325.00	\$43.00	\$13,545.00	\$65.00	\$20,475.00	\$95.00	\$29,925.00
11	Agency Designed Buried Structure No. 1	1	LS	\$7,200.00	\$7,200.00	\$15,000.00	\$15,000.00	\$4,604.00	\$4,604.00	\$11,500.00	\$11,500.00	\$8,125.00	\$8,125.00	\$6,750.00	\$6,750.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00	\$22,000.00	\$22,000.00
12	Agency Designed Buried Structure No. 2	1	LS	\$1,000.00	\$1,000.00	\$7,000.00	\$7,000.00	\$5,256.00	\$5,256.00	\$3,300.00	\$3,300.00	\$1,955.00	\$1,955.00	\$4,500.00	\$4,500.00	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$14,000.00	\$14,000.00
13	Agency Designed Buried Structure No. 3	1	LS	\$800.00	\$800.00	\$8,000.00	\$8,000.00	\$6,367.00	\$6,367.00	\$11,500.00	\$11,500.00	\$9,800.00	\$9,800.00	\$10,000.00	\$10,000.00	\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$36,000.00	\$36,000.00
14	Service Line	1	LS	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00	\$6,514.00	\$6,514.00	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$10,600.00	\$10,600.00	\$20,500.00	\$20,500.00	\$15,000.00	\$15,000.00	\$31,000.00	\$31,000.00
15	Erosion Control and Water Pollution Prevention	1	LS	\$7,500.00	\$7,500.00	\$6,000.00	\$6,000.00	\$10,080.00	\$10,080.00	\$7,500.00	\$7,500.00	\$11,600.00	\$11,600.00	\$5,300.00	\$5,300.00	\$5,000.00	\$5,000.00	\$9,000.00	\$9,000.00	\$10,000.00	\$10,000.00
16	Roadside Restoration	1	LS	\$90,000.00	\$90,000.00	\$70,000.00	\$70,000.00	\$134,116.00	\$134,116.00	\$110,000.00	\$110,000.00	\$57,200.00	\$57,200.00	\$3,500.00	\$3,500.00	\$100,000.00	\$100,000.00	\$40,000.00	\$40,000.00	\$95,000.00	\$95,000.00
17	Topsoil Type A	780	SY	\$50.00	\$39,000.00	\$7.00	\$5,460.00	\$11.70	\$9,126.00	\$6.00	\$4,680.00	\$13.40	\$10,452.00	\$15.00	\$11,700.00	\$18.00	\$14,040.00	\$6.00	\$4,680.00	\$13.00	\$10,140.00
18	Irrigation System	1	LS	\$15,000.00	\$15,000.00	\$55,000.00	\$55,000.00	\$91,191.00	\$91,191.00	\$65,000.00	\$65,000.00	\$101,375.00	\$101,375.00	\$140,000.00	\$140,000.00	\$130,000.00	\$130,000.00	\$154,000.00	\$154,000.00	\$112,000.00	\$112,000.00
19	Cement Conc. Sidewalk and Curb Ramps	360	SY	\$150.00	\$54,000.00	\$155.00	\$55,800.00	\$180.95	\$65,142.00	\$229.00	\$82,440.00	\$231.00	\$83,160.00	\$205.00	\$73,800.00	\$243.00	\$87,480.00	\$250.00	\$90,000.00	\$225.00	\$81,000.00
20	Seeding, Fertilizing and Mulching	1.6	ACRE	\$7,500.00	\$12,000.00	\$10,000.00	\$16,000.00	\$13,437.50	\$21,500.00	\$6,000.00	\$9,600.00	\$17,500.00	\$28,000.00	\$16,000.00	\$25,600.00	\$8,000.00	\$12,800.00	\$8,000.00	\$12,800.00	\$7,000.00	\$11,200.00
21	Electrical System	1	LS	\$15,000.00	\$15,000.00	\$19,000.00	\$19,000.00	\$19,346.00	\$19,346.00	\$16,000.00	\$16,000.00	\$19,125.00	\$19,125.00	\$18,000.00	\$18,000.00	\$17,250.00	\$17,250.00	\$25,000.00	\$25,000.00	\$28,000.00	\$28,000.00
22	Equipment Installation	1	LS	\$12,000.00	\$12,000.00	\$8,000.00	\$8,000.00	\$9,770.00	\$9,770.00	\$14,000.00	\$14,000.00	\$8,950.00	\$8,950.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
Subtotal				\$612,875.00		\$529,492.00		\$589,649.00		\$596,029.23		\$645,112.00		\$675,575.00		\$705,069.00		\$750,995.00		\$848,105.00	
Sales Tax 9.5%				\$58,223.13		\$50,301.74		\$56,016.66		\$56,622.78 *		\$61,285.64 *		\$64,179.63		\$66,981.56		\$71,344.53		\$80,569.98	
Project Total				\$671,098.13		\$579,793.74		\$645,665.66		\$652,652.01		\$706,397.64		\$739,754.63		\$772,050.56		\$822,339.53		\$928,674.98	

* Mathematical error corrected.

** Incorrect value used. Correct value placed in Bid Tabulation

