



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Monday, November 06, 2023
7:00 PM**

1. Call to Order

2. Roll Call

3. Flag Salute

4. Special Items:

- [a.](#) Proclamation: National Veterans and Military Families Month, November 2023
- [b.](#) Proclamation: GIS Day, November 15, 2023
- c. Thurston EDC and Lacey MakerSpace Update for Tumwater Small Business Support Services (Michael Cade, Executive Director and Sean Moore, Director of the Center for Business & Innovation)

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, October 3, 2023
- [b.](#) Approval of Minutes: City Council, October 17, 2023
- [c.](#) Payment of Vouchers (Shelly Carter)
- [d.](#) Right-of-Entry & Maintenance Agreement for the Wildrick Property (Dave Kangiser)
- [e.](#) Right-of-Way License Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant (Jared Crews)
- [f.](#) Sanitary Sewer Lift Station Agreement with AMH Development, LLC (Jared Crews)
- [g.](#) Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley (Dan Smith)
- [h.](#) Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for the Henderson Property (Dan Smith)
- [i.](#) 2024 Community Human Services Program Funding (Brad Medrud)
- [j.](#) Advisory Board Appointment of Brandon Staff to the Planning Commission (Melody Valiant)

7. Public Hearings:

- [a.](#) Ordinance No. O2023-013, Ad Valorem for Regular Property Taxes for the Fiscal Year 2024 (Shelly Carter)

8. 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)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Executive Session:

- a. Real Estate Acquisition pursuant to RCW 42.30.110(1)(b)

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

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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_TLmJWpGmTTuzgQ-wTewvTA

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

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Accommodations

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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, Tumwater honors the strength and sacrifices of our veterans and active military members whose service is essential to our national security and freedom, and the families, caregivers, and survivors of 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 are 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), the 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 2023

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-three.



Debbie Sullivan

Debbie Sullivan
Mayor

Proclamation

WHEREAS, the City of Tumwater recognizes that an understanding, use, and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the South Puget Sound region; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Tumwater acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our residents; and

WHEREAS, to recognize and support the efforts of partners who work on activities to improve environmental sustainability, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS training activities open to staff and government leaders will help promote spatial thinking and a better understanding of the use of these decision-making tools; and

WHEREAS, the City of Tumwater is committed to utilizing GIS to inform decision-making and better serve its residents and make useful geographic information open and easily available to the community as a platform for innovation;

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

November 15, 2023

GIS Day

and I call upon the people of the City of Tumwater to learn about the GIS applications and data available on our website, and encourage geospatial education in our community.

Signed in the City of Tumwater, Washington, this 6th day of November in the year, two thousand twenty-three.



A handwritten signature in blue ink that reads "Debbie Sullivan".

Debbie Sullivan
Mayor

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MINUTES OF HYBRID MEETING
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CONVENE: 7:00 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 Lisa Parks, Acting City Attorney Jeffrey Myers, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, Assistant Fire Chief Shawn Crimmins, Communications Manager Ann Cook, Water Resources Program Manager Patrick Soderberg, and City Clerk Melody Valiant.

CHANGES TO AGENDA: Mayor Sullivan referred the Council to an updated agenda moving several items from the consent calendar to Council Considerations and deletion of an appointment to the Civil Service Commission.

SPECIAL ITEMS:

**PROCLAMATION:
FIRE PREVENTION
WEEK, OCTOBER 8-14,
2023:** Councilmember Swarthout read a proclamation declaring the week of October 8-14, 2023 as *Fire Prevention Week*. The proclamation urged all residents and businesses in the City of Tumwater to heed the messages in the proclamation and support the efforts of the Tumwater Fire Department and other emergency services to keep everyone safe from fires and in times of medical emergencies.

Mayor Sullivan presented the proclamation to Assistant Fire Chief Shawn Crimmins. Assistant Fire Chief Crimmins thanked the Council for recognizing *Fire Prevention Week* in the City of Tumwater. He provided some tips for safe cooking and preventing oven fires. During the month of October all Tumwater firefighters and paramedics visit daycare centers and schools and provide public education talks. He reminded everyone to change their batteries on their smoke detectors.

**INTRODUCTION OF
NEW FIREFIGHTER
BARRET BROWN:** Fire Chief Hurley introduced new Firefighter Barret Brown. Firefighter Brown joined the Tumwater Fire Department on September 1, 2023. Firefighter Brown grew up in the Orange County, California area and worked for a private ambulance company prior to serving in the U.S. Army for over five years as an Army Medic. He left the military and began firefighter training.

Firefighter Brown thanked the Council for the opportunity to begin his career as a Firefighter.

PUBLIC COMMENT: **Pamela Hansen, PO 14521, Tumwater**, revisited an issue discussed at the November 1, 2021 meeting when the City Council and Mayor

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voted to approve a 12-year multi-family tax exemption for two parcels of apartments. The approval was based on a lack of knowing the final valuations and tax burden shift of the properties. The tax exemption of an unknown dollar amount was approved by the Council. Her public testimony at that time was contradicted later during the meeting pertaining to the tax shift and she was not allowed an opportunity to defend her comments. New construction properties are only assigned value and added to the tax roll for taxing purposes after completion. The 12-year tax exemption can now be calculated with a more accurate tax exemption estimation, which should have occurred in 2021 even at a bank loan value estimation to afford an informed vote of the Council. Taxpayers need to know how much of a tax exemption Glenn Wells was granted. She is hopeful the information can be provided and published in the public record at a Council meeting soon.

Dave Nicandri, 505 South 4th Avenue SW, Tumwater, said he provided comments at the last meeting on his biweekly lecture on the Climate Mitigation Plan. That was the same meeting the Council considered an update to the interlocal agreement on the mitigation plan. The interlocal agreement includes a provision for the creation of a community advisory group for seeking a variety of perspectives on climate mitigation actions. He volunteered to serve on the advisory group for the City of Tumwater. With his long-term commitment to the City since the 1970s, and as a former member of the Council, if appointed he would serve and offer constructive thoughts. On page 26 of the 2020 Climate Action Plan, it states that the entire edifice of the plan is premised on the basis that residents will have the resources to afford the transition. Last month, the Prime Minister of the United Kingdom issued a five-year delay from 2030 to 2035 on banning the sale of new gas and diesel cars and delaying the ban on new natural gas furnaces. His stated reason for doing so was the unacceptable costs on ordinary people that those measures would exact. It is good to see some glimmers of reality being applied to the climate debate. In the United Kingdom, carbon emissions per capita are equal to the mid-nineteenth century. If Britain tomorrow eliminated all carbon emissions and returned to the middle ages, given the massive and rising levels of emissions from China and India, it would not make a difference for global warming. He added that it is good to see so many Councilmembers in attendance.

Sharon Koontz, 12417 Tilley Road South, referred to the proposed Common Interest and Confidentiality Agreement with the Port of Olympia. The document is not a typical document about attorney-client privilege. The Port and the City have been working on the Habitat Conservation Plan for the last two years and there has been no need for the agreement until now. She is curious as to what triggered

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the need and especially the provisions that make documents retroactively secret. Even if the Council adopts the agreement, she is unsure whether the Council would have access to the information. However, she is sure she would not have access. The Port makes it very clear that much of the agreement remains confidential. She is unsure as to the depth of information that should be confidential as both the Port and the City of Tumwater are public entities. There are many reasons for keeping information confidential in real estate transactions. For example, speculators could increase the price of property under consideration for mitigation land. However, real estate provisions already include the ability for public entities to retain certain information. If there is new information the public should know about and the Port of Olympia disagrees, the agreement enables the Port to retain the information automatically. If a member of the public files a public records request and the City of Tumwater believes the public should have access to the information and the Port refuses, the Port would prevail because if one party to the agreement refuses, the City has to honor the decision. She would hope that the Council would not want to be put in that position. Additionally, there could be a situation whereby a Councilmember learned about a lease at the airport that does not include plans for a bottling plant despite all the prior discussion. The lease does not contain any decision pertaining to a bottling plant and there are no guarantees whatsoever. Instead, should a Councilmember learn that the Port is moving forward on a proposal that most Tumwater residents would oppose, the agreement would not enable the Councilmember to inform the public about the proposed use. That situation would be outrageous as the Council's role is to protect constituents and to keep them informed. The proposed document infringes on the public's right to know and she suspects, even on the Freedom of Information Act. The document goes further than other similar agreements. The chilling effect of the agreement would be imposed on free speech of people working on the project. It appears that if a staff member discovered some alarming information it could entail being threatened with legal action if they tried to share the information with the Council or others. The Port's work and the Council's work must be done in daylight not in darkness.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council Worksession, September 12, 2023
 - b. Approval of Minutes: City Council, September 19, 2023
 - c. Payment of Vouchers

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

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Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**SERVICE PROVIDER
AGREEMENT WITH
CAROLLO
ENGINEERING FOR
PHASE 1 SOURCE
DEVELOPMENT &
COST**

Director Smith introduced Patrick Soderberg as the City's new Water Resources Program Manager. Manager Soderberg was previously with Thurston County for nearly 23 years serving as the Supervisor for Thurston County's Business Pollution Prevention and Solid Waste Programs. He brings many skills to the team to include managing projects and consultants.

OF SERVICE REVIEW:

Manager Soderberg presented and described the purpose of the Service Provider Agreement with Carollo Engineering. The proposed project is for drinking water source development and cost of service review. The recommended action is to approve and authorize the Mayor to sign the amendment of the Service Provider Agreement with Carollo Engineering Inc., for source development and cost of service review.

The 2021 Water System Plan includes a proposed water system service area comprised of the City and urban growth area. Manager Soderberg displayed a map of existing wells and all wellhead protection areas in the City. Most of the City's water system is drawing water from the south area of the City. The growth projection from 2016 forecasts the doubling of residential units within the City in the next 20 years resulting in more water connections, businesses, and residents. Another projection calculates average day use of water forecasted over time. More water is consumed in the summer than in the winter. Conservative projections reflect the need for a new source of water in the next six to seven years.

The project initiates drinking water source development and cost of service review to ensure the City can meet its 20-year plan of locating and developing new sources of water to meet needs.

The project includes three phases. The first phase is exploration followed by the next phase of analyzing source options and creating an implementation plan followed by the last phase of implementation. Phase 1 includes three tasks of project management, supply need and supply options (performed for the 2021 Water Systems Plan) update, and cost of service study to determine the cost of implementing the plan. The objective is to establish project objectives, scope of services, and establish a budget and schedule for the project.

The second task is to review the supply need, update all projections completed in the 2021 Water Systems Plan, and explore supply

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options and distribution needs.

The task for cost of service involves development of the financial plan, designing a rate and fee schedule, and evaluating different rate options.

The total cost of Phase 1 is \$245,628 over an eight-month schedule. The budget is included in the 2022-2027 Water Capital Facilities Plan (CFP) as part of the allocation of \$2.3 million for all phases of the project.

Staff recommends the Council approve and authorize the Mayor to sign the sign the Service Provider Agreement with Carollo Engineering Inc. for Phase I of the Source Development, and Cost of Service Review project.

Manager Soderberg invited comments and questions.

Councilmember Dahlhoff recalled some projected projects in Tumwater for industrial uses and some questions surrounding the capacity and whether the City could serve the uses, as well as with conversations with LOTT Clean Water Alliance for wastewater discharge and permits. At that time, staff projected the City could meet the needs. She asked how that projection links to the need for water in the next seven years. Director Smith referred to the graph on drinking water demand projections. The source development process includes a task to evaluate all options for the City to avoid large spikes. Staff plans for a significant number of users to include industrial, commercial, and other major water users. Large water users are forecasted in the plan based on the planning process in 2016. The graph accounts for the projected planning level and applying realistic growth and use factors for the City. The graph also includes a conservative growth projection in water demand that incorporates a safety factor, which is the planning level estimate.

Councilmember Dahlhoff asked whether any of the projections include any adjustments if more reclaimed water uses are identified. Director Smith explained that reclaimed water analysis is included in the second task. When considering supply options, reclaimed water, water conservation, and more aggressive water conservation are all factored for new sources of water and during the screening process to determine the best investment options.

Councilmember Cathey asked about the location of new sources of water. Director Smith explained new sources of water are considered across the entire service area by locations for wells, sustainable sources of water, and whether water rights could be obtained by the

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City. Staff completed the Southwest Wellfield Mitigation Plan in 2020 that identified the southwest area of the City as a location for water. However, following additional analysis, impacts were identified. Staff evaluated whether those impacts could be resolved. The results of the plan indicated the City would need to forfeit some water rights to offset the impacts of a new well. The result of that effort determined it would not benefit the City and the decision was rendered to continue operating with the City's existing water rights portfolio. There could be other areas in the City that might not require mitigation. The project will reevaluate options.

Councilmember Cathey questioned the City process for ensuring the protection of groundwater. Director Smith said that once a location is identified and developed as a viable water source, another City process is applied to protect the source of water under the City's Wellhead Protection Area regulations. The program was recently expanded based on new information that created some nonconforming uses by several businesses. Under wellhead protection rules, those businesses were required to modify business practices to remove the threat to drinking water or relocate the business.

Councilmember Cathey stressed the importance for the City to provide clean and safe drinking water to current and future residents rather than striving to attract major commercial and industrial water users in the future. The climate is changing and water is very important.

Councilmember Jefferson asked about the timeline to receive information on the findings. Director Smith advised that the first phase of the project is projected to be completed in eight months and includes the tasks to complete the analysis and the cost of service evaluation. The analyses will be presented to the Council or to a Council committee if action is required. Phase 2 will require Council approval as the next iteration of the project with a scope and budget.

Councilmember Schneider questioned whether the planned bottling company accelerates the need for more water. He understands that the bottling company will consume a minimum of one million gallons of water each day. Director Smith said the user does not accelerate the need for more water as the demand projections reflects that the City could provide water to two million gallon a day users. However, in the summer during peak periods with good distribution of wells, staff can often become nervous, which explains the proposal to add additional redundancy to meet peak summer demand and future user needs.

Councilmember Schneider asked how staff offsets water usage

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through water conservation. Director Smith said staff continues to explore new technologies and new ways to utilize water, as well as new programs to promote more efficient use to the customer base. Staff plans to revamp the conservation element of the program and consider better landscaping practices that might support lower irrigation needs. Water conservation will be a major focus as it is easier to save water rather than develop new water sources.

Councilmember Dahlhoff asked whether the study would enable exploring rural areas of the City with wells and considering the option of purchasing those water rights and possibly converting customers to both water and sewer service over the long term. Director Smith explained that new and existing water systems typically have water rights that are intended to serve those systems. However, through efficiencies gained through water conservation, it is possible to improve efficiency of the system. The City is a preferred or primary satellite provider for those systems. Any acquisition of those rural systems creates resiliency within the City's water system.

Councilmember Swarthout asked about the flexibility of working with homeowner associations (HOAs) to promote more conservation efforts. Director Smith said staff supports working with HOAs to refine rules on mandatory irrigation and other landscaping measures to reduce water consumption while meeting HOA goals.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Althausser, to approve and authorize the Mayor to sign the Service Provider Agreement with Carollo Engineering Inc. for Phase I of the Source Development, and Cost of Service Review project. A voice vote approved the motion unanimously.

**COMMON INTEREST
AND
CONFIDENTIALITY
AGREEMENT WITH
PORT OF OLYMPIA:**

City Administrator Parks reported the City of Tumwater and the Port of Olympia have been working since 2016 on an Incidental Take Permit from the U.S. Fish and Wildlife Service. The permit is authorized under the federal Endangered Species Act (ESA). As a component of the project, the City is required to create a Habitat Conservation Plan (HCP). The Port and the City have been working together with U.S. Fish and Wildlife Service and the Washington State Department of Fish and Wildlife since 2016. At this time, the parties need to finalize some agreements and understandings between the U.S. Fish and Wildlife Service and the City of Tumwater and the Port of Olympia. The parties are meeting on a regular basis with staff and legal counsel as well as with external partners. The intent is developing a strategy for finalizing the HCP to ensure both the Port and the City comply with the ESA, obtaining the Incidental Take Permit, and approval of the HCP to mitigate impacts from the Incidental Take Permit.

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Jeffrey Myers, Acting City Attorney, reported the proposed agreement was initiated by the Port's attorney. The agreement is a common agreement attorneys often use when working with other parties in a collaborative effort. In this instance, the effort is working with the U.S. Fish and Wildlife Service and moving toward the Incidental Take Permit and the HCP. The City and the Port previously executed an interlocal agreement to pursue the work jointly since November 2016. The Common Interest and Confidentiality Agreement does not create any new privileges or exemptions from public disclosure; however, it does enable the parties to preserve existing legal privileges and protections to enable legal counsel and staff to jointly collaborate and communicate confidentially as they develop legal strategy and the points to bring forward in support of the joint effort. The process is recognized by the Washington State Supreme Court as a valid process to proceed. In 2010, the Washington State Supreme Court recognized a common interest doctrine that protects joint efforts. More recently, the Court recognized that when parties are collaborating the common interest privilege allows them to communicate without waiving their attorney-client privileges. Within Section 6 of the agreement, the provision speaks to preserving existing privileges without waiving because the discussions are about privileged matters. Throughout the agreement, the parties confirm that in pursuing their common interest regarding covered matters, they do not by sharing protected material, intend to waive any applicable protection. The existing attorney-client privilege and existing work product doctrines protect the attorneys as they develop legal strategy and render legal advice. It allows sharing between the Port of Olympia and the City of Tumwater as both parties pursue the joint effort.

Acting City Attorney Myers reported on the receipt of an email from the Interim Executive Director of the Port of Olympia informing the Port Commissioners as to the matter the City Council is considering. The Port views the document as a routine document designed to extend and protect attorney-client privilege to a third party (City) and in this case, extending attorney-client conversation privilege between Port staff members and attorneys and with other agency attorneys and staff. The document protects conversations regarding legal matters but in no way affects the actual documents of the HCP, all of which are public record. The proposals to address the HCP and the Incidental Take Permit are public documents. He is hopeful the public continues to be vigilant, active, and involved in addressing their views as to the wisdom and benefits of the City's proposals. The proposed agreement enables the parties to cooperate mutually.

Councilmember Cathey questioned the timing of the proposal since the City and the Port have been engaged in the joint effort since 2016.

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She asked about the term of “incidental taking” with respect to the current situation. Acting City Attorney Myers responded that the process is reaching a critical point in the development of the HCP and the Incidental Take Permit. The Incidental Take Permit is a permit that recognizes that certain protected species may be impacted. The permit enables the development of mitigation measures to address development actions or other activities that might have an impact on those species. The timing today is critical because the details of the proposal are being developed for consideration by the U.S. Fish and Wildlife Service.

Councilmember Cathey questioned the secrecy of the process as the HCP has been an important document and now the process is proceeding to a secret process, which is concerning to many individuals. She asked about the importance of pursuing the process at this time. Acting City Attorney Myers replied that the attorneys are meeting to formulate the presentation. The proposal serves to protect the communications between the legal team and staff as to how to proceed with the presentation. The content is not protected but the development of the how the information is presented should be protected. The Port of Olympia was responsible for drafting the document.

City Administrator Parks added that City Attorney Kirkpatrick and Attorney Heather Burgess determined that moving forward with the proposed agreement was important at this time. The legal components of the agreement speak to the HCP serving as the mitigation that enables the U.S. Fish and Wildlife Service to issue the Incidental Take Permit. Federal law provides the provisions for issuing the Incidental Take Permit, which includes requirements and components that are similar to the issue surrounding Wildland Urban Interface Building Code requirements. There are some components of the federal statute that can place the City or Port in a difficult position regarding other obligations under state law, such as the Growth Management Act with respect to urban growth areas and critical habitat protection. Often, the City continues to pursue the development of the HCP in a manner that balances the City of Tumwater and the Port of Olympia as large landowners to address the needs and the differing legal requirements both entities are obligated to meet. The development process of the HCP included assistance by various technical experts to develop technical recommendations on how to preserve the species in light of growth and development. It is important for legal staff to inform both entities as to whether those measures are accurate and legal under both state and federal law. The agreement does not create any additional protections that are not currently available to both the City and the Port under the Public Records Act. Some provisions are subject to attorney-client privilege that are allowed to be held from being

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disclosed when a public records request has been submitted. The agreement is intended only to address those specific allowances in a situation involving the collaboration with another agency and between and among attorneys. The agreement is a necessary tool according to the attorneys to enable collaboration and to comply with the Public Records Act and exemptions from disclosure that are authorized under the provisions of the Public Records Act.

Councilmember Cathey reiterated her request as to why the agreement is under consideration at this time and what might occur if the public requests information. It is important for everyone to understand the situation of suddenly proposing a confidentiality agreement on such an important topic that is of interest by the public.

City Administrator Parks said the timing is specific to the point of where the U.S. Fish and Wildlife Service has indicated its expectations and the parties are working with technical consultants to help both entities understand how to address those requirements. Nothing changes with respect to the plan for public involvement or the plan or requirements for open public meetings. The agreement does not affect any actions moving forward. The agreement is intended to assist both entities with one component of the multi-faceted strategy to attain the point where both entities have developed a final HCP to proceed through the public process.

Councilmember Jefferson asked about the possibility of including an additional provision that the agreement does not affect the HCP and the forthcoming public process.

Acting City Attorney Myers advised that any additional language to the agreement resulting in an amendment could result in the Council conditioning its approval of additional the language that would require consideration by the Port Commission to ensure acceptance by the Port.

Councilmember Althausen asked whether the agreement changes any current provisions other than the delta between what each entity does or does not pursue and the possibility of inadvertently sharing attorney-client privilege with the Port that could result in piercing the veil that could become admissible in future litigation. Acting City Attorney Myers affirmed that the written confidentiality agreement is designed to prevent that possibility.

Councilmember Schneider commented that according to the information, the agreement would protect the legal team and staff; however, state law allows for such agreements. He asked why the Council is asked to approve the agreement if state law allows for such

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an agreement. He added that he is not comfortable approving an agreement that lacks insight or how it might affect the community.

Acting City Attorney Myers explained that the covered matters as defined are issues that have been identified in the course of discussions between the legal team as attorney-client privilege work products and other applicable privileges. Those documents may not have been created at this time; however as the legal team for both entities work together, it is possible for the teams to share communications without fear of waiver of that privilege. The agreement provides identification of factual analysis, mental impressions, legal memoranda, draft briefs, declarations, consultant, and expert correspondence with the legal team. The agreement is designed to cover those types of issues as listed in Paragraph 3A of the agreement. The Council is entitled to receive a briefing on any material by the City Attorney in an executive session.

Councilmember Agabi remarked that it appears *Section 4. Third-Party Requests for Protected Material* and *Section 7. Adverse Position* conflict. He asked whether the provisions pertain to environmental analysis or assessment.

Acting City Attorney Myers explained that the provisions speak to attorney opinions, recommendations, and strategies under development. It would be the responsible party that wants to prevent disclosure to take an action to enforce the confidentiality of the material. Section 7 speaks to working together. For example, the attorney for the Port offers a suggestion the City disagrees with. The City would be unable to take the Port recommendation and use the information against the Port through disclosure. The information would remain confidential. The agreement prevents the parties from using confidential information against each other.

In response to Councilmember Agabi's continued concerns surrounding the lack of public disclosure, Acting City Attorney Myers cited the Washington Supreme Court case. The case involved a joint enforcement action that was pursued by Kittitas County and the Department of Ecology. The case surrounded a public disclosure request for emails between the attorneys for both entities. Without a common interest agreement, an email from one agency to another to another agency would not be protected. The court recognized that the entities had a common interest and agreed that it was best to negotiate a written agreement, which speaks to why the attorneys proposed the agreement to protect their ability to have those communications to support their joint enforcement act. With respect to the proposed agreement, the action does not involve an enforcement action but a joint proposal to move forward with the HCP. Attorney-client

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privilege is not subject to discovery within the legal system.

In response to additional inquiries by the Council surrounding public information and disclosure, Acting City Attorney Myers explained that the proposed agreement recognizes the collaborative effort between both the Port of Olympia and the City of Tumwater. If a citizen submitted a public records request for the attorneys' memorandums or emails to each other and the attorneys are advising City staff it is protected under the attorney-client privilege, the public records request would be denied because it is seeking privileged material. The agreement recognizes that the privilege also applies to a joint venture between the Port of Olympia and City of Tumwater. The agreement affords the ability for the parties to communicate amongst themselves to develop the joint venture.

City Administrator Parks noted that the only protection subject to the agreement involve legal opinions by the attorneys and legal memorandum. Any other substantive information surrounding policies or regulatory issues that are the purview of the City Council to establish are not covered by the agreement. Anyone submitting a public records request would have access to all technical data produced by the City. Under the Public Records Act, a citizen would not have access to any attorney-client privilege communication where the City Attorney would be advising the City of legal analysis pertinent to a particular subject. The agreement does not affect any information that the City is legally obligated to share or information that is legally allowed to be protected that is evaluated and discussed between legal advisors for the City and the Port.

Councilmember Dahlhoff asked about any opportunity for the City to edit the document. City Administrator Parks affirmed the opportunity to make any edits to the document.

Acting City Attorney Myers added that City Attorney Kirkpatrick also reviewed the agreement on behalf of the City before it was finalized and accepted by the Port of Olympia.

Councilmember Dahlhoff said she is not comfortable voting in favor of the agreement but does support the concept.

Councilmember Schneider commented that the issue is confusing as state law enables such agreements while the request is for the Council to approve the agreement. At this time, he would not support a motion because the issue is confusing. He suggested deferring the agreement to a Council worksession to discuss the issues.

Councilmember Jefferson supported moving forward if additional

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language is included to clarify the agreement does not affect the HCP.

Councilmember Cathey conveyed her ongoing concerns and would not be comfortable supporting the agreement.

Councilmember Althausser offered that it might be possible to consider a motion that is contingent upon agreement by the Port of Olympia that the documents that are disclosable under the Public Records Act would not be affected by the agreement.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Jefferson, to approve and authorize the Mayor to sign the Common Interest Confidentiality Agreement with Port Of Olympia contingent upon the addition of language to the agreement that no documents disclosable under the Public Records Act or Open Public Meetings Act including the Habitat Conservation Plan and Incidental Take Permit application submitted to U.S. Fish and Wildlife Service would be exempt from disclosure. Councilmembers Althausser, Dahlhoff, Jefferson, and Swarthout voted in support of the motion. Councilmembers Cathey and Schneider voted in opposition of the motion. Councilmember Agabi sustained. The motion carried.

**LODGING TAX
ADVISORY
COMMITTEE 2024
FUNDING
RECOMMENDATIONS:**

Councilmember Swarthout reported the Lodging Tax Advisory Committee held a meeting on September 18, 2023 to consider funding requests from 15 applicants. A component of the application process this year required applicants to provide a short presentation to the committee on their respective funding request. This year, a new applicant and a returning applicant failed to attend the meeting. Based on the application process, the two applicants did not receive funding this year.

Councilmember Althausser asked whether the requirement for applicants to attend the meeting is a committee requirement rather than a City of Tumwater requirement. Councilmember Swarthout advised that the requirement is a component of the application process. The committee discussed scheduling a meeting to review the requirement because the requirement was not anticipated by committee members. The committee plans to address the application process to ensure the process is clear and concise. The committee is considering some assistance for one of the applicant's event. However, the second applicant requires some follow-up as previous funding awarded to the applicant remained unspent.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Althausser, to approve the Lodging Tax Advisory Committee's 2024 funding recommendations and include the funding within

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the City's budget. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Leatta Dahlhoff

The next meeting is scheduled on October 10, 2023 at 8 a.m. and includes a review of an Interlocal Agreement with Pierce College for Paramedic Training and a Public Defense Update.

**GENERAL
GOVERNMENT:**

Michael Althaus

The next meeting is scheduled on October 11, 2023 at 8 a.m. and includes a briefing on 2025 Comprehensive Plan Periodic Update – Development Code, review of a Letter of Commitment with State Department of Commerce for 2025 Comprehensive Plan Periodic Update Climate Planning Grant Application, and review of a Third Amendment to the Phase 2 Service Provider Agreement for the Bush Prairie Habitat Conservation Plan (HCP).

PUBLIC WORKS:

Eileen Swarthout

The next meeting is scheduled on October 19, 2023 at 8 a.m. and includes a briefing on five topics.

**BUDGET AND
FINANCE:**

Debbie Sullivan

The next meeting is scheduled on Monday, October 23, 2023 to review the Community and Human Resources Program funding and review budget amendment #1. A second meeting is scheduled on Tuesday, November 7, 2023 to review an additional budget amendment.

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

City Administrator Parks reported the City received notification from the Department of Ecology Model Toxics Control Program that the City will receive a \$200,000 integrated planning grant to enable the City to conduct due diligence on environmental characterization of potential contamination on the Washington State Department of Transportation property off Capitol Boulevard. The grant requires no match from the City.

Mayor Sullivan reported on her attendance with Councilmember Schneider to the Kindred Park opening ceremony.

Mayor Sullivan attended the Fall Festival on Saturday, September 30, 2023 at Brewery Park at Tumwater Falls.

At the last meeting of the Intercity Transit Authority, members discussed the application process for the Community Advisory Committee. The application deadline for membership on the committee is October 6, 2023.

Upcoming events include Tumwater's annual Drop-Off Clean-Off

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event on October 7, 2023. The Market Building at the Craft District off Capitol Boulevard is planning an opening event on October 14, 2023.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

The last meeting of the Joint Animal Services Commission meeting was cancelled due to the lack of a meeting quorum. Councilmember Agabi was not able to attend the last meeting of the Transportation Policy Board meeting.

Leatta Dahlhoff:

At the last meeting of the Thurston County Opioid Response Task Force, members discussed the settlement fund.

Michael Althausen:

Councilmember Althausen reported on his participation in the exit audit by the State Auditor's Office. No concerns or issues were reported.

Councilmember Althausen attended the Regional Housing Council (RHC) in addition to Councilmember Cathey. Members discussed a City of Olympia program involving Pathway to Ownership Program. The grant program is funded by the Department of Housing and Urban Development to work with local non-profit organizations to help provide pathways to home ownership for low-income families. Grant awards by the program range from \$1 million to \$10 million. The City of Olympia is striving to secure approximately \$5 million. The funds can be utilized for down payments or other expenses related to home ownership. Members reviewed and discussed the communications plan for the RHC. Last year, the Legislature passed increases to account for inflation for contracts for homeless service providers to reflect the increased cost of living and the low wages of homeless service providers compared to other professions. The funds totaled approximately \$750,000 and enabled an inflationary increase within service provider contracts.

Eileen Swarthout:

Councilmember Swarthout reported that in addition to the Lodging Tax Advisory Committee meeting, she attended the City's exit audit.

Councilmember Swarthout also attended the Fall Festival. She advocated for promoting more recycling during the event.

Angela Jefferson:

At the September 20, 2023 Tumwater HOPES transition meeting, the new contractor, ESD 113 and the Thurston County Department of Health officials discussed the goal for a smooth transition. The Manager position is currently open with the goal to select an applicant by the end of November.

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On September 21, 2023 during the Thurston County Law and Justice Committee, members reviewed the reported crime update reflective of a 22% increase in crime in Thurston County representing the highest increase since 2018. The City of Lacey experienced an increase of 12% in crime since 201. The City of Olympia experienced an 11% increase in crime representing the highest rate since 2106, and the City of Tumwater experienced an 18% increase in crime since 2018. The City of Yelm experienced a 47% increase in crime since 2022. City crime trends are increasing as well as violent crimes, property crimes, and sex crimes. The increase is reflective of pre-pandemic levels. Members discussed the cause for the increase such as COVID or the Blake decision. The county experienced 12 months of no jury trials followed by 18 months of reduced jury trials because of social distancing requirements. Offenders who appeared in court were limited with the courts currently in operation, which is reflective of the increase in crime.

Members received a briefing on restorative justice by the Dispute Resolution Center. Restorative justice is a philosophy program that focuses on harm done and addresses needs and impacts of crime. Punishment is also a component of restorative justice. The restorative justice reduces recidivism and is evidence-based. The program is available only to Drug Court participants.

Joan Cathey:

Councilmember Cathey attended the last meeting of the Regional Housing Council. She is scheduled to attend the next meeting of the Solid Waste Advisory Committee on Wednesday, October 4, 2023. The committee is a county body that advises and recommends actions to the Board of County Commissioners on waste within the county for garbage service, recycling, and composting.

Councilmember Cathey mentioned that she considered requesting removal of the September 19, 2023 City Council minutes in response to some community member questions regarding the City's lack of any codes addressing food pantries or distribution of fresh food.

Charlie Schneider:

There was no report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:54 p.m.

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CONVENE: 7:01 p.m.

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

Excused: Councilmember Angela Jefferson.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Community Development Director Michal Matlock, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, Firefighter Paramedic Lieutenant Rian Winter, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**PROCLAMATION:
WALK TO SCHOOL
MONTH, OCTOBER
2023:** Mayor Sullivan read a proclamation declaring *Walk to School Month, October 2023*. The proclamation encourages the community to promote the safety and health of children during October and throughout the year, by supporting pedestrian, bicycle, and active transportation improvements, modeling safe pedestrian and bicycle behaviors, and practicing an active lifestyle. Parents, school employees, and community leaders were invited to make a lasting impression on community youth by joining Tumwater students in walking to school.

Kerri Wilson, Supervisor of Intercity Transit's Walk N Roll Program, outlined the purpose of the program to help schools organize Walk N Roll events and encourage students to walk and bike to school. This year the program is supporting Michael T. Simmons Elementary School by organizing Walk N Roll school events.

Mayor Sullivan presented the proclamation to Tumwater School Superintendent Kevin Bogatin.

**2023 FIREFIGHTER
OF THE YEAR:** Fire Chief Hurley announced the selection of the 2023 City of Tumwater Firefighter of the Year as Firefighter Paramedic Lieutenant Rian Winter. Lieutenant Winter joined the Tumwater Fire Department in 2016 and was promoted to Paramedic Lieutenant in July 2019. Lieutenant Winter serves the greater Thurston County area as an exceptional Firefighter and Paramedic. Lieutenant Winter serves as a teacher providing training to students as emergency medical technicians. Lieutenant Winter serves as Vice President of IFF Firefighters Local 2409.

Fire Chief Hurley presented Lieutenant Winter with a U.S. flag flown over the Washington D.C. Capitol and the Washington State Capitol.

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**THE NISQUALLY
 INDIAN TRIBE'S
 HAWKS PRAIRIE
 PROJECT:**

He presented him with a plaque for his selfless and dedicated service to the Tumwater Fire Department.

Willy Frank III, Chair of the Nisqually Indian Tribe Council, described the importance of the project that will benefit the entire area and all jurisdictions. He introduced David Iyall, Treasurer, Nisqually Indian Tribe; Guido Levy Jr., 6th Tribal Council Member; Bob Iyall, Elder, Port Commissioner, and CEO of Medicine Enterprise for the Nisqually Indian Tribe; and Davor Gjurasic, who provides government affairs services for the Nisqually Indian Tribe.

David Iyall briefed the Council on property in Lacey initially purchased in partnership in 2010 with developers from Lynnwood. In 2020, the Tribe purchased the property from the partners and renamed the project as *Quiemuth Resort and Village Projects*. The name honors Quiemuth, brother of Chief Leschi, who led the Tribe through the Indian Wars. Quiemuth ultimately lost his life while in the custody of Governor Stevens.

The property is comprised of two parcels. The parcel designated as the Quiemuth Village property would include multiple uses centering on economic development. The second parcel is the Quiemuth Resort property to be developed as a hotel/casino/convention center. The resort parcel is the location used historically by the Tribe to camp, gather, and trade with other tribes.

Following the Indian Wars of 1855, tribes were moved to reservations. Approximately 4,700 acres were designated for the Tribe located on both sides of the Nisqually River. Following World War I, two-thirds of the property was condemned for the construction of Fort Lewis reducing total tribal acreage to 1,200 acres. Today the reservation consists of 1,288 acres in Thurston County. The devastating impact of the condemnation and disbursement of economic, social, and cultural survival of the Tribe cannot be overstated. The Tribe has dedicated a portion of its gaming revenue to a land buy-back program with priorities for using the land for cultural, environmental, or economic development. The 250 acres of the Lacey property will include aspects of those three priorities.

Mr. Levy reviewed the proposed design of the casino resort property of approximately 74 acres. The main focal point of development is in the middle of the property containing the convention center between a hotel and a casino. The design includes a parking garage and several other parking locations on the site. Another structure could be either a culture center or a museum.

Mr. Levy reviewed two development options for the second parcel of

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the remaining 174 acres. Development of the site could include a combination of retail and recreation.

The proposal provides an opportunity to support local businesses, contractors, and jobs. The convention center offers an opportunity to expand tourism in Thurston County. Revenue from the project will benefit important causes of fisheries and natural resource restoration as salmon has always been an integral part of the Nisqually culture.

Mr. Iyall reported as one of 29 federally recognized tribes in the state, the Nisqually Tribe is a major contributor to the state's economy totaling approximately \$7 billion. Nisqually enterprises employ approximately 850 employees with tribal government employing another 450 employees. Most employees do not live on the reservation. The proposed project for the casino resort component expects to employ approximately 4,000 workers during construction equating to \$250 million in labor income and \$16 million in local taxes. Over the long-term operation of the casino resort, the Tribe will employ 2,000 people totaling \$98 million in labor income and \$2.6 million in local taxes. The mixed use village alternative is anticipated to employ approximately 3,000 workers with \$215 million in labor income and \$12.2 million in local taxes. The long-term operation of the mixed use village will create 3,000 jobs both directly and indirectly and contribute \$110 million in labor income, \$6.3 million in local sales tax, and \$5.7 million in other local taxes.

The Tribe is required to covert the property to trust land through a Bureau of Indian Affairs (BIA) process requiring several years to complete. The BIA notifies all governments within a 25 mile radius of the property. The process includes public notifications and public hearings. The Tribe is seeking letters of support from local jurisdictions for inclusion in the filing to the BIA.

The casino resort is anticipated to require two to three years to complete the federal trust process with development anticipated to be completed between two and three years. The mixed use village will require less time for the trust process with development requiring a longer period because of the size of the project and the number of different uses.

The presenters responded to questions and comments from the Council. The development timeline is a multi-faceted process requiring public input, environmental review, and public hearings. The Tribe has received some good suggestions for uses on the property from local elected officials and others. Last week, the Tribe broke ground on the medically assisted treatment facility and expects to open the facility by early 2025. The Lacey project process begins

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on November 7, 2023 with the Tribal Council meeting with the BIA in Washington, D.C. to present and discuss the project. Receiving letters of support has been very important for the Tribe and demonstrates to the BIA that there is local support for the project. The Tribe plans to establish a process to receive comments and suggestions for the project.

In response to comments about the importance of providing housing in the community, Mr. Iyall said the project is anticipated to create a walking community with sufficient housing for employees and others to serve the community.

Mayor Sullivan said she believes the Council supports submitting a letter of support to the Tribe. Councilmember Althaus suggested the letter should also be undersigned by the Council to convey support from both the City's executive and from the legislative branch. Mayor Sullivan supported the suggestion.

PUBLIC COMMENT: **Rob Kirkwood, Old Brewhouse Foundation**, said the foundation supports the preservation of the old brewhouse and surrounding complex. The foundation has not received any communications from the City on the status of the old brewhouse for several years in terms of the status of the property. He asked about reestablishing communications with the Foundation. Members spent many hours assisting in the installation of temporary roofs and securing some windows on the tower.

Mayor Sullivan advised that staff would contact the foundation.

PUBLIC HEARINGS:

**THURSTON
COUNTY BALLOT
PROPOSITION 1
PUBLIC SAFETY
TAX:**

City Administrator Parks welcomed Thurston County Commissioner Carolina Mejia and Interim Thurston County Manager Robin Campbell.

Commissioner Mejia provided information on Thurston County's Proposition 1 Public Safety Tax proposal. The proposal was prompted from many conversations over the last several years. Earlier in the year, conversations with the Thurston County Sheriff centered on the proposition. Information was shared on the proposal during Mayor meetings. Thurston County is facing major challenges with respect to staff levels in the Sheriff's Office and backups in the ballot processing center estimated to cost \$ 7 million for upgrades. Following many discussions, the County Board of Commissioners agreed to place the proposition on the general election ballot. If passed by the voters, the proposition would allocate 75% of the funds to the Sheriff's Office and law enforcement and the remaining 25%

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would support the Prosecutor's Office and Public Defense Office. Included in the 25% are funds for the ballot processing center. Approximately 40% of the funding would be allocated to the cities for law enforcement (1/3) and general government (2/3). The ballot is seeking a sales tax increase of 2/10th of one percent equating to 2 cents in sales tax for each \$10 purchase.

Commissioner Mejia added funding for the Sheriff's Office would address staffing levels. At any given time, only six deputies are on duty countywide. One important issue is the increase in response time averaging approximately 45 minutes and creating equity issues in rural areas. The Sheriff also desires mental health counselor availability on a 24-hour rotation. Currently, the program provides services during working hours. Much of the assistance is required after hours.

Councilmember Dahlhoff asked about any national standards for response times by counties and sheriffs. Ms. Campbell advised that the information is not readily available at this time; however, response times are available for the Sheriff's Office in comparison to national averages. Typically, Thurston County's response times are above the national average because of the lack of deputies to respond quickly. Safety of deputies is another concern during many crisis calls. The national standard requires two responders to specific types of calls for service. Thurston County has lacked the funds to adequately cover the county.

Commissioner Mejia added that the Commission has increased staffing in the Sheriff's Office but not at the rate necessary to meet the rapid pace of growth because of the lack of funding. Other counties successfully passed a similar proposition and were able to fund positions as the population increased.

Councilmember Agabi commented that he was not aware of the ballot proposition and questioned how the county plans to convince the public of the funding need. Commissioner Mejia responded that a committee in support of the proposition was formed by Senator Sam Hunt and Commissioner Gary Edwards, who authored the pro statement for the voter's pamphlet. The committee has been working with the Commission and the Sheriff's Office to publicize the proposition to the public. As part of those efforts, Commissioners presented information to the Lacey City Council and the City of Olympia. All Commissioners have presented information to different civic groups about the public safety tax.

Ms. Campbell reported the county also mailed information to voters in Thurston County. The intent of the proposition is to enhance the

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safety of the community with 75% of the funds dedicated to law enforcement.

Mayor Sullivan opened and closed the public hearing at 7:58 p.m. There was no public testimony.

City Administrator Parks added that no action is requested by the Council as the intent of the briefing was to provide information on the proposed ballot measure.

Commissioner Mejia noted that the City of Lacey plans to consider a resolution in support of the proposition at its next meeting. Commissioners would support a similar action by the Tumwater City Council.

Thurston County Sheriff Derek Sanders apologized for his delay in attending the meeting. After his election as Thurston County Sheriff, the Board of County Commissioners acknowledged the need for additional deputies while also recognizing the lack of funding for additional positions. Discussion soon followed on the possibility of seeking approval of a public safety tax from voters. Previous efforts for a public safety tax never resulted in a decision to move forward. He supports allocating some of the funds to the Prosecutor's Office in light of additional officers increasing response time and the expectation that more suspects would be apprehended resulting in an increase in arrests and prosecutions. At this time, the Sheriff's Office has insufficient staffing to meet industry standards for response time. Additionally, the department is unable to offer a two-officer response for certain call types. He shared additional information on current mechanisms for supporting response involving mental health issues.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, September 26, 2023
- b. Payment of Vouchers
- c. Interlocal Agreement with Pierce College for Paramedic Training
- d. Service Provider Agreement with ICF Jones & Stokes, Inc. for the Bush Prairie Habitat Conservation Plan (HCP) Phase 2, Amendment 3
- e. Letter of Commitment with State Department of Commerce for 2025 Comprehensive Plan Periodic Update Climate Planning Grant Application
- f. Advisory Board Reappointments of David Shipley and Alex Rossiter to the Historic Preservation Commission and Terry Kirkpatrick to the Planning Commission

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to approve the consent calendar as published. A voice vote

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approved the motion unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Leatta Dahlhoff

At the last meeting on October 10, 2023, members received briefings on an interlocal agreement with Pierce College for training and an update from the Thurston County Office of Public Defense on case trends.

**GENERAL
GOVERNMENT:**

Michael Althaus

At the Wednesday, October 11, 2023 meeting, the committee received an update on the 2025 Comprehensive Plan Update on the development code, consideration of a letter of commitment for grants for climate planning efforts, and an amendment for the Bush Prairie Habitat Conservation Plan.

PUBLIC WORKS:

Eileen Swarthout

The next meeting is scheduled on Thursday, October 19, 2023 at 8 a.m.

**BUDGET AND
FINANCE:**

Debbie Sullivan

The next meeting is scheduled on October 23, 2023 at 10 a.m. to consider Community Human Services funding requests. A second meeting is scheduled on November 7, 2023.

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

City Administrator Parks shared information on positive feedback from the community recognizing assistance and support by several staff members and positive feedback on the recent Fall Festival event and Tumwater's annual Clean-Up & Drop-Off event.

Staff plans to draft a letter of support for the Nisqually Indian Tribe application to the BIA based on model letter the Tribe provided to staff as a guide. Staff will coordinate the signing of the letter with the Council and Mayor.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority Board meeting. The Authority extended the contract of CTE for completion of a zero emissions analysis for the agency. Intercity Transit is considering hydrogen fuel cell and electric options for bus operations. The federal government is offering grants for hydrogen fuel cells. Members were introduced to nine new bus operators joining the agency. The next class for bus operators is scheduled later in the month. The agency is working to restore service to pre-pandemic service levels. Members received a presentation from staff on the school Rock N Roll Program. Mayor Sullivan participated in a walking tour of new facilities completed by the Nisqually Indian Tribe.

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Mayor Sullivan attended the Association of Washington Cities Mayor's Exchange in Leavenworth, Washington.

Mayor Sullivan participated in the grand opening of the new Market Building in the Craft District.

Mayor Sullivan and City Administrator Parks are scheduled to meet with a delegation of officials from Poland in conjunction with several other local mayors.

The next Senior Picnic at Tumwater Historical Park is scheduled on Thursday, October 19, 2023 featuring a chili cook-off.

**COUNCILMEMBER
REPORTS:**

Charlie Schneider: Councilmember Schneider reported he plans to participate in the Senior Picnic chili cook-off along with six other individuals.

Joan Cathey: Councilmember Cathey attended meetings of the Solid Waste Advisory Committee, General Government Committee, and the Olympic Region Clean Air Agency.

Eileen Swarthout: There were no meetings and no report.

Peter Agabi: Councilmember Agabi attended the last meetings of the Public Safety and Health Committee and the LEOFF Disability Board.

Leatta Dahlhoff: Councilmember Dahlhoff reported on her attendance to six meetings. During the meeting of the Law Enforcement Assisted Diversion Committee, members received an update on recent client successes:

- A client was able to purchase a trailer and is seeking land
- A client received dental care and new dentures
- A client volunteered to participate in substance use treatment.
- A client was able to obtain housing at the Plum Street tiny housing complex
- A client received approval for care-giving hours twice a week to assist with cleaning and shopping
- A client was able to obtain a driver's license to enable the individual to return to the workforce
- A client received housing
- A client was accepted into in-patient treatment
- A client was able to work with their doctor on medication and improved dosing

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The number of referrals from January through September totaled 159 with 190 individuals served by 2,563 different services.

Michael Althausen: The next meeting of the Regional Housing Council is scheduled in early November.

Councilmember Althausen participated in Worker Recovery Day with 20 students from Tumwater High School at the Squaxin Park to remove ivy.

OTHER BUSINESS: Mayor Sullivan reported the next regular Council meeting is scheduled on Monday, November 6, 2023 in lieu of the general election scheduled on Tuesday, November 7, 2023.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:19 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 6, 2023
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- October 13, 2023, payment of Eden vouchers 173698 to 173713 in the amount of \$287,369.80 and electronic payments 902847 to 902859 in the amount of \$151,683.04 and wire payments of \$225,374.72; and Enterprise (formerly Munis) vouchers 181556 to 181624 in the amount of \$121,601.75 and electronic payments 903620 to 903640 in the amount of \$90,712.91.
 - October 20, 2023, payment of Eden vouchers 173714 to 173715 in the amount of \$470.20; and Enterprise vouchers 181625 to 181705 in the amount of \$1,231,745.41 and electronic payments 903641 to 903661 in the amount of \$692,077.99 and wire payments in the amount of \$8,616.90.
 - October 27, 2023, payment of Eden vouchers 173716 to 173726 in the amount of \$416,921.78 and electronic payments 902860 to 902867 in the amount of \$71,217.54 and wire payments of \$209,413.23; and Enterprise vouchers 181706 to 181749 in the amount of \$616,049.49 and electronic payments 903662 to 903688 in the amount of \$1,333,460.63 and wire payments in the amount of \$67,972.24.
-

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

Vendor		
Clary Longview, LLC	54,662.30	Ford K8A-Replacement vehicle for Police
Active Construction, Inc	773,384.27	PE#9 I-s/Trosper/Capitol project
Gordon Truck Centers, Inc	155,854.67	2024 Freightliner for PW Operations
Nisqually Indian Tribe	26,210.00	September incarceration & booking fees
Olympic Flight Museum	33,825.75	2023 LTAC Payment
Proforce Marketing, Inc	24,391.68	Def 40mm Launcher-Police Equipment
Thurston County	52,849.43	Qtr3 2023 Counsel services
LOTT Wastewater Alliance	599,370.39	September 2023 fees collected
WA ST Auditors	40,025.60	City audit charges Sept 2023
AWC Employee Benefit Trust	137,514.22	October premiums collected
Core & Main LP	85,347.81	Water shop inventory
Miles Resources, LLC	27,375.00	Speed bumps at Historical and Pioneer parks
Systems for Public Safety	172,778.98	Upfit equipment for 7 Police vehicles

Vendor		
TCF Architecture, PLLC	120,775.30	Professional services Sept 2023 – Maintenance & Operations Facility Design
Thurston County	24,620.30	Q1 2023 RHC 1406 Taxes per ILA
Clary Longview, LLC	234,073.56	3 Ford Interceptors and 1 Ford F550 – replacement vehicles
LEOFF Health & Welfare Trust	56,784.99	Police Guild November premiums collected
Reed Trucking & Excavating, Inc	996,563.91	PE# 2 Israel Rd & Linderson Watermain project

* 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
- C. Exhibit C – 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.

Munis

Voucher/Check Nos 181556 through 181624 in the amount of \$121,601.75

Electronic payment No 903620 through 903640 in the amount of \$90,712.91

Eden

Voucher/Check Nos 173698 through 173713 in the amount of \$287,369.80

Electronic payment No 902847 through 902859 in the amount of \$151,683.04

Wire payments of \$225,374.72



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/13/2023

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.

Munis

Voucher/Check Nos 181625 through 181705 in the amount of \$1,231,745.41

Electronic payment No 903641 through 903661 in the amount of \$692,077.99

Wire payments of \$8,616.90

Eden

Voucher/Check Nos 173714 through 173715 in the amount of \$470.20



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/20/2023

EXHIBIT "C"

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.

Munis

Voucher/Check Nos 181706 through 181749 in the amount of \$616,049.49

Electronic payment No 903662 through 903688 in the amount of \$1,333,460.63

Wire payments of \$67,972.24

Eden

Voucher/Check Nos 173716 through 173726 in the amount of \$416,921.78

Electronic payment No 902860 through 902867 in the amount of \$71,217.54

Wire payments of \$209,413.23



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/27/2023

TO: City Council
FROM: Dave Kangiser, Water Resources Specialist
DATE: November 6, 2023
SUBJECT: Right-of-Entry & Maintenance Agreement for the Wildrick Property

1) Recommended Action:

Approve and authorize the Mayor to sign the Right of Entry Agreement for the Wildrick property. Public Works Committee recommended this Right of Entry for approval at their October 19, 2023 meeting.

2) Background:

Linwood Avenue near Isabella Bush Park has historically been closed during moderate to severe rain events due to street flooding caused by beaver activity in the roadside stormwater conveyance system. WRS Crews have worked with the neighboring property owner, Linton Wildrick, to mitigate the beaver activity using culvert exclusion devices and a flexible leveler that have shown to reduce the amount of time Linwood Ave. has been closed due to flooding. Routine maintenance is required for these devices and requires maintenance staff to enter Mr. Wildrick's property on occasion. A verbal agreement has been established between the City and Mr. Wildrick to conduct device installation and routine maintenance. This Right of Entry Agreement would formalize the agreement and allow WRS crews to access the site for maintenance purposes. Mr. Wildrick has been advised of our intention to formalize this agreement and has agreed to the terms.

The City and Mr. Wildrick have Hydraulics Projects Approval (HPA) Permits issued through the Department of Fish and Wildlife (DFW) for beaver mitigation work in the conveyance system.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel

4) Alternatives:

- ☐ Continue to close Linwood Ave. when flooded.
-

5) Fiscal Notes:

Crews have already installed culvert exclusion devices and the flexible leveler. Cost estimates for the supplies are ~\$500.00. Ongoing maintenance activities are required for about 5 hours per year.

6) Attachments:

- A. Right-of-Entry & Maintenance Agreement for the Wildrick Property

WILDRICK RIGHT-OF-ENTRY and MAINTENANCE AGREEMENT

THIS AGREEMENT, is dated this ____ day of _____, 2023, by and between Linton Wildrick (herein referred to as "OWNER"), and the CITY OF TUMWATER (herein referred to as "CITY"), a Washington municipal corporation.

RECITALS:

- A. **WHEREAS**, OWNER owns property, more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"), located at 1627 Linwood Avenue SW, to which the CITY requests access to assist in maintaining beaver mitigation devices and equipment affecting City rights-of-way and public properties;
- B. **WHEREAS**, it is the duty of the OWNER to permit adequate drainage sufficient to allow a natural drain way to accommodate ordinary high water, and impedance or obstruction of such flow imposes strict liability upon a downstream owner for damages to an upstream owner caused by obstructed floodwaters;
- C. **WHEREAS**, OWNER agrees to allow CITY access across and over the Property through the Right of Entry area depicted in Exhibit B, hereinafter referred to as the "Project Site".

NOW, THEREFORE, in consideration of the terms, covenants, and conditions contained herein, the parties agree as follows:

- 1. **Purpose.** CITY and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by CITY, to enter upon the Project Site to construct, install, repair, replace, inspect, remove, and maintain beaver mitigation structures (culvert exclusion device, flexible leveler and beaver dam analogues) and all appurtenances thereto for the purpose of controlling impacts to City infrastructure and roads related to beaver activity ("Project"),.
- 2. **Access.** CITY shall have the right of access from CITY right-of-way across and over the Property described in Exhibit A to the Project Site described in Exhibit B to enable CITY to exercise its rights hereunder. Except in the event of an emergency, CITY shall attempt to notify OWNER at least 48 hours in advance of Project activity to coordinate access for vehicles and equipment. In the event of an emergency, the CITY shall notify OWNER as soon as possible after the Project activity. In the event the OWNER is unavailable to be present during beaver mitigation activities, CITY shall be present as an authorized agent as defined in the Hydraulics Project Approval (HPA) Permit attached as Exhibit C.

3. **Permit Compliance.** It is the OWNER'S responsibility to obtain and maintain a HPA prior to conducting in-water activities. The CITY shall assist the OWNER in preparing the required documentation for the HPA for this Project and act as an Authorized Agent as defined in the HPA. The CITY and OWNER shall comply with all requirements of the HPA issued for the Project in accordance with WA Department of Fish & Wildlife regulations referenced in the HPA for in-water work including modification of beaver dams and beaver mitigation device installation and maintenance. The CITY cannot authorize dam modification or beaver management beyond what is addressed in the permit.

4. **Maintenance.** The OWNER or designee shall monitor beaver activity for the duration of the permit coverage period and will be responsible for inspections and routine maintenance such as, ensuring unimpeded access to the beaver mitigation devices and debris removal. OWNER may request technical assistance from CITY at any time. CITY shall conduct maintenance to eliminate obstructions related to beaver activity and beaver management devices in the Public Right-of-Way along Linwood Avenue and maintain the beaver management device(s) in the Project area.

5. **OWNER's Use of Project Site.** The parties acknowledge and agree that the access herein granted is non-exclusive, and the OWNER shall be entitled at all times to travel over the Project Site, and to conduct any and all activities which they may desire within the Project Site provided they do not interfere with the purpose of this Agreement and CITY's use of the Project Site. OWNER may undertake any ordinary improvements to the landscaping of the Project Site, provided that no obstructions shall be placed thereon, which would be unreasonably expensive or impractical for CITY to remove and restore.

6. **Indemnification.** Each party, and its successors and assigns, shall release, indemnify, defend, and hold the other party, and its successors and assigns, harmless from and against any and all loss, costs, claims, suits, liabilities, causes of action, and expenses of any kind or nature (including reasonable attorneys' fees) arising out of, related to, or incurred by reason of its own negligence in the performance of rights and obligations hereunder. Performance under this agreement shall be exercised in accordance with the requirements of all applicable statutes, orders, rules, and regulations of any public authority having jurisdiction.

7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns for the duration of this Agreement.
8. **Duration.** This Agreement shall be in full force and effect upon execution by the parties and shall remain in effect until the expiration of the HPA on April 19, 2026. The termination or extension of this Agreement may otherwise occur at any other time by signed agreement of both parties.

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

DATED this _____ day of _____, 2023.

City

Owner

Debbie Sullivan, Mayor
555 Israel Road SW
Tumwater, WA 98501
Date signed:

Linton Wildrick
1627 Linwood Ave. SW
Tumwater, WA 98512
Date signed:

ATTEST:

Melody Valiant, City Clerk

AS APPROVED TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) 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 _____

State of Washington)
) ss

County of _____)

I certify that I know or have satisfactory evidence that _____ [Name of Person] is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

_____ (Signature)

Notary Public in and for the State of Washington

My appointment expires _____

EXHIBIT A – PROPERTY

The following legal descriptions represent the parcels through which the OWNER authorizes the CITY to access under this Right of Entry Agreement:

Wildrick Property

Parcel No. 80700000100

1627 Linwood Avenue SW

Tumwater, WA 98512



EXHIBIT B – PROJECT SITE

The following description represents the general location of beaver activity Project Site within the Wildrick Property:

The Northwest corner of the property in the riparian area of the unnamed tributary of Percival Creek.



EXHIBIT C - HYDRAULICS PROJECTS APPROVAL PERMIT



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 21, 2021
Project End Date: April 19, 2026

Permit Number: 2021-6-169+01
FPA/Public Notice Number: N/A
Application ID: 24690

PERMITTEE	AUTHORIZED AGENT OR CONTRACTOR
City of Tumwater	City of Tumwater Stormwater Program
ATTENTION: David Kangiser	ATTENTION: Dave Kangiser
555 Israel Rd SW	555 Israel Rd. SW
Tumwater, WA 98501-6515	Tumwater, WA 98501

Project Name: Linwood Ave Beaver Management

Project Description: The project is to notch an existing beaver dam and install a flexible leveler and culvert protection device.

PROVISIONS

- 1. TIMING LIMITATION:** Work for this project may occur at any time of year.
 - 2. INVASIVE SPECIES CONTROL:** Follow Method 1 for low risk locations (i.e. clean/drain/dry). Thoroughly remove visible dirt and debris from all equipment and gear (including drive mechanisms, wheels, tires, tracks, buckets, and undercarriage) before arriving and leaving the job site to prevent the transport and introduction of invasive species. You can find this and additional information in the Washington Department of Fish and Wildlife's "Invasive Species Management Protocols", available online at <https://wdfw.wa.gov/species-habitats/invasive/prevention>.
 - 3. APPROVED PLANS:** You must accomplish the work per plans and specifications submitted with the application and approved by the Washington Department of Fish and Wildlife, entitled "WDFW Flex Leveler.pdf" received on 3/30/2021, except as modified by this Hydraulic Project Approval. You must have a copy of these plans available on site during all phases of the project construction.
- Approved actions under this HPA are:
1. Installation of pond water level control device.
 2. Maintenance of these devices (cleaning).
 3. Periodic notching of beaver dam.
 4. Optional removal of these devices if intended results are not achieved.
- 4. NOTIFICATION:** You, your agent, or contractor must contact the Washington Department of Fish and Wildlife by e-mail at HPAapplications@dfw.wa.gov; mail to Post Office Box 43234, Olympia, Washington 98504-3234; or fax to (360) 902-2946 at least three business days before starting work. The notification must include the permittee's name, project location, starting date, and the Hydraulic Project Approval permit number.
- 5. FISH KILL/ WATER QUALITY PROBLEM NOTIFICATION:** If a fish kill occurs or fish are observed in distress at the job site, immediately stop all activities causing harm. Immediately notify the Washington Department of Fish and Wildlife of the problem. If the likely cause of the fish kill or fish distress is related to water quality, also notify the Washington Military Department Emergency Management Division at 1-800-258-5990. Activities related to the fish kill or fish distress must not resume until the Washington Department of Fish and Wildlife gives approval. The Washington Department of Fish and Wildlife may require additional measures to mitigate impacts.

STAGING, JOB SITE ACCESS, AND EQUIPMENT

6. Limit the removal of native bankline vegetation to the minimum amount needed to construct the project.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 21, 2021
Project End Date: April 19, 2026

Permit Number: 2021-6-169+01
FPA/Public Notice Number: N/A
Application ID: 24690

7. Limit the use of equipment waterward of the ordinary high water line to hand tools only.
8. Use tarps or other methods to prevent treated wood, sawdust, trimmings, drill shavings and other debris from contacting the bed or waters of the state.
9. Do not use wood treated with oil-type preservatives (creosote, pentachlorophenol) in any hydraulic project. You may use wood treated with waterborne preservatives (ACZA, ACQ) provided the wood is approved by the Western Wood Preservers Institute for use in the aquatic environment. Any use of treated wood in the aquatic environment must follow guidelines and best management practices available at www.wwpinstitute.org.

BEAVER DAM MANAGEMENT

10. Restrict beaver dam alteration to that necessary to alleviate flooding conditions.
11. When notching, the notch must not extend below the height of the accumulated sediment behind the dam.
12. Remove the dam materials gradually to allow the water to release slowly, not more than 1 inch drop in water level per hour.
13. During and immediately after notching, monitor upstream and downstream for stranded fish in isolated pools. Capture and safely move all stranded or isolated fish to the nearest free-flowing water.
14. To prevent bank erosion and flooding of adjacent properties, the breach in the beaver dam must not be wider than the original stream channel as measured by the Washington Department of Fish and Wildlife. The Washington Department of Fish and Wildlife may approve larger breaches on a case-by-case basis.
15. Do not disturb large woody material embedded in the stream bed or banks.
16. Install the water level control device so that during low flows (when beavers are more actively increasing dam height), the device passes flow to support fish passage downstream.
17. Install water level control devices in beaver ponds with pool depth of four feet or more. If the water level control device is installed in water shallower than four feet, the design must have an enclosure to protect the water intake from beaver activity.
18. Maintain the water level control device to ensure it functions as designed.
19. Maintain guards, grates, grills, fences, and other beaver exclusion devices to provide unimpeded fish passage and to prevent beavers from plugging the culvert or other water crossing structures.

DEMOBILIZATION AND CLEANUP

20. Upon completion of the project, restore the disturbed bed, banks, and riparian zone to preproject condition to the extent possible.
21. Upon completion of the project, remove all materials or equipment from the site and dispose of all excess spoils and waste materials in an upland area above the limits of anticipated floodwater.
22. If removing the water level control device or exclusion fencing do not relocate the structures within waters of the state. Remove and dispose of the devices in an upland area above the limits of anticipated floodwater.

LOCATION #1: Site Name: Linwood Ave
1627 Linwood Ave. SW, Tumwater, WA 98512

WORK START: April 19, 2021

WORK END: April 19, 2026

WRIA

Waterbody:

Tributary to:

13 - Deschutes

Percival Creek

Budd Inlet



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 21, 2021
Project End Date: April 19, 2026

Permit Number: 2021-6-169+01
FPA/Public Notice Number: N/A
Application ID: 24690

<u>1/4 SEC:</u>	<u>Section:</u>	<u>Township:</u>	<u>Range:</u>	<u>Latitude:</u>	<u>Longitude:</u>	<u>County:</u>
	99	99	99	47.007160	-122.925277	Thurston

Location #1 Driving Directions

From I-5 exit 102 turn West on Tropser Rd. Turn right on Lake Park Dr. Go to the 'T' at Linwood Ave and turn left. Property is about 1/4 mile on the left.

APPLY TO ALL HYDRAULIC PROJECT APPROVALS

This Hydraulic Project Approval pertains only to those requirements of the Washington State Hydraulic Code, specifically Chapter 77.55 RCW. Additional authorization from other public agencies may be necessary for this project. The person(s) to whom this Hydraulic Project Approval is issued is responsible for applying for and obtaining any additional authorization from other public agencies (local, state and/or federal) that may be necessary for this project.

This Hydraulic Project Approval shall be available on the job site at all times and all its provisions followed by the person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work.

This Hydraulic Project Approval does not authorize trespass.

The person(s) to whom this Hydraulic Project Approval is issued and operator(s) performing the work may be held liable for any loss or damage to fish life or fish habitat that results from failure to comply with the provisions of this Hydraulic Project Approval.

Failure to comply with the provisions of this Hydraulic Project Approval could result in civil action against you, including, but not limited to, a stop work order or notice to comply, and/or a gross misdemeanor criminal charge, possibly punishable by fine and/or imprisonment.

All Hydraulic Project Approvals issued under RCW 77.55.021 are subject to additional restrictions, conditions, or revocation if the Department of Fish and Wildlife determines that changed conditions require such action. The person(s) to whom this Hydraulic Project Approval is issued has the right to appeal those decisions. Procedures for filing appeals are listed below.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 21, 2021
Project End Date: April 19, 2026

Permit Number: 2021-6-169+01
FPA/Public Notice Number: N/A
Application ID: 24690

MINOR MODIFICATIONS TO THIS HPA: You may request approval of minor modifications to the required work timing or to the plans and specifications approved in this HPA unless this is a General HPA. If this is a General HPA you must use the Major Modification process described below. Any approved minor modification will require issuance of a letter documenting the approval. A minor modification to the required work timing means any change to the work start or end dates of the current work season to enable project or work phase completion. Minor modifications will be approved only if spawning or incubating fish are not present within the vicinity of the project. You may request subsequent minor modifications to the required work timing. A minor modification of the plans and specifications means any changes in the materials, characteristics or construction of your project that does not alter the project's impact to fish life or habitat and does not require a change in the provisions of the HPA to mitigate the impacts of the modification. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a minor modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are seeking a minor modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234, or by email to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

MAJOR MODIFICATIONS TO THIS HPA: You may request approval of major modifications to any aspect of your HPA. Any approved change other than a minor modification to your HPA will require issuance of a new HPA. If you originally applied for your HPA through the online Aquatic Protection Permitting System (APPS), you may request a major modification through APPS. A link to APPS is at <http://wdfw.wa.gov/licensing/hpa/>. If you did not use APPS you must submit a written request that clearly indicates you are requesting a major modification to an existing HPA. Written requests must include the name of the applicant, the name of the authorized agent if one is acting for the applicant, the APP ID number of the HPA, the date issued, the permitting biologist, the requested changes to the HPA, the reason for the requested change, the date of the request, and the requestor's signature. Send your written request by mail to: Washington Department of Fish and Wildlife, PO Box 43234, Olympia, Washington 98504-3234. You may email your request for a major modification to HPAapplications@dfw.wa.gov. You should allow up to 45 days for the department to process your request.

APPEALS INFORMATION

If you wish to appeal the issuance, denial, conditioning, or modification of a Hydraulic Project Approval (HPA), Washington Department of Fish and Wildlife (WDFW) recommends that you first contact the department employee who issued or denied the HPA to discuss your concerns. Such a discussion may resolve your concerns without the need for further appeal action. If you proceed with an appeal, you may request an informal or formal appeal. WDFW encourages you to take advantage of the informal appeal process before initiating a formal appeal. The informal appeal process includes a review by department management of the HPA or denial and often resolves issues faster and with less legal complexity than the formal appeal process. If the informal appeal process does not resolve your concerns, you may advance your appeal to the formal process. You may contact the HPA Appeals Coordinator at (360) 902-2534 for more information.

A. INFORMAL APPEALS: WAC 220-660-460 is the rule describing how to request an informal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete informal appeal procedures. The following information summarizes that rule.



HYDRAULIC PROJECT APPROVAL

Washington Department of
Fish & Wildlife
PO Box 43234
Olympia, WA 98504-3234
(360) 902-2200

Issued Date: April 21, 2021
Project End Date: April 19, 2026

Permit Number: 2021-6-169+01
FPA/Public Notice Number: N/A
Application ID: 24690

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request an informal appeal of that action. You must send your request to WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. WDFW must receive your request within 30 days from the date you receive notice of the decision. If you agree, and you applied for the HPA, resolution of the appeal may be facilitated through an informal conference with the WDFW employee responsible for the decision and a supervisor. If a resolution is not reached through the informal conference, or you are not the person who applied for the HPA, the HPA Appeals Coordinator or designee may conduct an informal hearing or review and recommend a decision to the Director or designee. If you are not satisfied with the results of the informal appeal, you may file a request for a formal appeal.

B. FORMAL APPEALS: WAC 220-660-470 is the rule describing how to request a formal appeal of WDFW actions taken under Chapter 77.55 RCW. Please refer to that rule for complete formal appeal procedures. The following information summarizes that rule.

A person who is aggrieved by the issuance, denial, conditioning, or modification of an HPA may request a formal appeal of that action. You must send your request for a formal appeal to the clerk of the Pollution Control Hearings Boards and serve a copy on WDFW within 30 days from the date you receive notice of the decision. You may serve WDFW by mail to the HPA Appeals Coordinator, Department of Fish and Wildlife, Habitat Program, PO Box 43234, Olympia, Washington 98504-3234; e-mail to HPAapplications@dfw.wa.gov; fax to (360) 902-2946; or hand-delivery to the Natural Resources Building, 1111 Washington St SE, Habitat Program, Fifth floor. The time period for requesting a formal appeal is suspended during consideration of a timely informal appeal. If there has been an informal appeal, you may request a formal appeal within 30 days from the date you receive the Director's or designee's written decision in response to the informal appeal.

C. FAILURE TO APPEAL WITHIN THE REQUIRED TIME PERIODS: If there is no timely request for an appeal, the WDFW action shall be final and unappealable.

Habitat Biologist Noll.Steinweg@dfw.wa.gov
Noll Steinweg 360-628-2173

for Director
WDFW



WASHINGTON STATE Aquatic Protection Permitting System (APPS)

Consent of Property Owner


Use this attachment only if the applicant is not the property owner. Complete one attachment for each property owner impacted by the project. Upload completed form(s) in APPS or mail to the WDFW address provided by APPS during your application process.

AGENCY USE ONLY

Date received:

APPS ID #:

☐ My project occurs on public lands (Complete only items #1 and #2 below).

1. APP ID# (See APPS application receipt)			
24690			
2. Business or Government Agency Name (if applicable)			
3. First Name	4. Middle Name	5. Last Name	
Linton		Wildrick	
6. Address 1			
1627 Linwood Ave. SW			
7. Address 2			
8. City	9. State	10. Zip	
Tumwater	WA	98512	
11. Primary Phone	12. Ext.	13. Mobile Phone	14. FAX
(360) 561-5691		()	()
15. E-mail			
driftdory@outlook.com			
16. Signature of Property Owner			
I consent to Washington Department of Fish and Wildlife staff entering the property where the project is located to inspect the project site or any work related to the project.			
Linton Wildrick			
Printed Name		Signature	
Date Signed: 4-1-2021			

Authorization of Agent

I hereby authorize the agent named below to act on my behalf in matters related to acquiring and executing activities associated with a Hydraulic Project Approval (WDFW permit).

Application ID: 24690

Agent Contact Information

Name: David Kangiser (please print)

Business Name: City of Tumwater (if applicable)

Email: dkangiser@ci.tumwater.wa.us

Phone: 360-754-4140

Applicant Contact Information

Name: Linton Wildrick (please print)

Business Name: _____ (if applicable)

Email: driftdory@outlook.com

Phone: 360-561-5691

Signature:  Date: March 31, 2012

If you do not want to upload this document to APPS, you need to submit this form to the following address:

Washington Department of Fish and Wildlife
PO Box 43234
Olympia WA 98504-3234

TO: City Council
FROM: Jared Crews, Engineer
DATE: November 6, 2023
SUBJECT: Right-of-Way License Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor sign the Right-of-Way Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant, which allows private parking and a loading area in the City Right-of-Way. The Agreement was recommended for approval by the Public Works Committee at their October 19, 2023 meeting.

2) Background:

Deschutes 106 LLC has applied for a right-of-way permit to reconstruct parking and sidewalk in front of the Falls Terrace Restaurant. Portions of the parking and building were originally constructed within City right-of-way. A right-of-way license agreement is required for use and maintenance of private utilities and structures located in City right-of-way.

3) Policy Support:

Strategic Priorities and Goals 2023-2024
C. Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

☐ Do not approve the Right-of-Way Agreement.

5) Fiscal Notes:

None.

6) Attachments:

A. Right-of-Way License Agreement
B. Area Exhibit

CITY OF TUMWATER RIGHT-OF-WAY LICENSE

THIS LICENSE is made and entered into this ____ day of _____, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as “Licensor” and Deschutes 106 LLC, a Washington Limited Liability Company, hereinafter referred to as “Licensee.”

WITNESSETH:

In consideration of the covenants, promises and terms contained herein, the parties hereby agree as follows:

1. **Licensed Premises.** The Licensor hereby licenses to Licensee and Licensee hereby licenses from Licensor the following described real property and attached Area Exhibit A, hereinafter referred to as the “Property”:

Section 26 Township 18 Range 2W Quarter NW SW Donation Land Claim
CROSBY DLC COM SE COR CUSTER & DESCHUTES WAY S03-29-10W
180F, S86-30-50E 55F, NLY ON DAVIDSON TRACT 80F, N86-30-50W 14F,
NLY

2. **Term.** The term of this license shall be five (5) years, commencing on the 1st day of August 2023 and terminating five (5) years thereafter on July 31, 2028, unless sooner terminated according to the provisions herein.

3. **Fee.** Licensee shall pay the Licensor for the use of said Property the sum of Four Hundred Sixty-Five dollars (\$465.00) total, for the five-year license period, to be paid in advance.

4. **Use of Property.** Licensee shall use the Property for the following purposes only:

Parking, dumpster access, loading and unloading of deliveries.

Prior to commencement of work to modify or change improvements within the licensed area, Licensee shall present, for City approval, a plan of the proposed modification or change to the improvements within the licensed area.

5. **Repairs and Maintenance.** Licensee agrees to accept all responsibility for maintenance of all improvements placed on the licensed Property by the Licensee and to keep the licensed premises and any such improvements thereon in a state of good repair and to maintain them at all times so as not to cause any safety hazard nor visual blight on the Property.

6. **Ownership of Improvements.** All improvements erected by Licensee on the property shall remain the property of the Licensee, and shall be removed by Licensee at the

termination of the license, at Licensee's cost and expense. It shall also be Licensee's obligation to return the Property to the condition in which it was received at the beginning of the license term.

7. **Compliance with Law.** In the use of the Property, Licensee shall fully comply with all applicable federal, state, county and municipal laws, ordinances and regulations.

8. **Assignment and Sublicense.** Licensee shall not assign or transfer its interest in this Property, or sublet the Property or any parts thereof, or permit the Property to be used for any purpose not permitted by this license, without prior written consent of the Licensors.

9. **Indemnification – Liability.** The Licensee shall defend, indemnify and hold the Licensors, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with activities or operations performed by the Licensee or on the Licensee's behalf out of issuance of this License, except for injuries and damages caused by the sole negligence of the Licensors.

10. **Insurance.**

A. Insurance Term

The Licensee shall procure and maintain for the duration of the License Term, insurance against claims for injuries to persons or damage to property which may arise from or in connection with operations or activities performed by or on the Licensee's behalf with the issuance of this License.

B. No Limitation

The Licensee's maintenance of insurance as required by the License shall not be construed to limit the liability of the Licensee to the coverage provided by such insurance, or otherwise limit the Licensors' recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Licensee shall obtain insurance of the types and coverage described below:

1. Commercial General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover liability arising from operations, products-completed operations, and stop-gap liability. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The Licensors shall be named as an additional insured under the Licensee's Commercial General Liability insurance policy using

ISO Additional Insured-State or Political Subdivisions-Permits CG 20 12 or a substitute endorsement providing at least as broad coverage.

2. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

D. Minimum Amounts of Insurance

The Licensee shall maintain the following insurance limits:

1. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products- completed operations aggregate limit.

E. Other Insurance Provision

The Licensee's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Licensor. Any insurance, self-insurance, or self-insured pool coverage maintained by the Licensor shall be excess of the Licensee's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Licensee shall furnish the Licensor with original certificates and a copy of the amendatory endorsements, including the additional insured endorsement, evidencing the insurance requirements of the Licensee before issuance of the License.

H. Notice of Cancellation

The Licensee shall provide the Licensor with written notice of any policy cancellation, within two business days of Licensee's receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Licensee to maintain the insurance as required shall constitute a material breach of the License, upon which the Licensors may, after giving five business days' notice to the Licensee to correct the breach, immediately terminate the License or, at Licensors' discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Licensors on demand.

J. Public Entity Full Availability of Licensee Limits

If the Licensee maintains higher insurance limits than the minimums shown above, the Licensors shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Licensee, irrespective of whether such limits maintained by the Licensee are greater than those required by this License or whether any certificate of insurance furnished to the Licensors evidences limits of liability lower than those maintained by the Licensee.

11. **Termination.** Either party may terminate this license by furnishing to the other party, by registered mail, a notice of termination at least ninety (90) days prior to the intended date of termination. Licensee also acknowledges that Licensors hold the right-of-way in trust for the benefit of the public and Licensors may require full use of the right-of-way at any time for any reason. If Licensors require the removal of Licensee's improvements for any reason, at Licensors' sole discretion, Licensee shall remove its improvements with ninety (90) days of receipt of written notification from Licensors. If Licensee defaults in the payment of the license fee, or breaches any other covenant or condition of this license, Licensors may immediately declare a forfeiture of this license for such default, reenter the Property, and take possession of all property.

*** Signatures on Following Page ***

IN WITNESS WHEREOF, the parties hereto have executed this license as of the date first hereinabove written.

LESSOR:
CITY OF TUMWATER

LICENSEE:
(name)

Debbie Sullivan, Mayor

By: _____
Name: _____
Title: _____
Street: _____
City, State, Zip: _____
Phone: _____

Attest:

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

Melody Valiant, City Clerk

Approved as to Form:

Karen Kirkpatrick, City Attorney

On this _____ day of _____,
2023, before me personally appeared _____
_____, to me
known to be the individual described herein
and who executed the within and foregoing
instrument and acknowledged to me that
he/she signed the same as his/her free and
voluntary act and deed for the purposes
therein mentioned.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed my official seal the
day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____.
My commission expires _____.

AREA EXHIBIT



TO: City Council
FROM: Jared Crews, Engineer
DATE: November 6, 2023
SUBJECT: Sanitary Sewer Lift Station Agreement with AMH Development, LLC

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Sanitary Sewer Lift Station Agreement with AMH Development, LLC, which will assign additional fees for sewer connection on properties. The Agreement was recommended for approval by the Public Works Committee at their October 19, 2023 meeting.

2) Background:

AMH Development, LLC constructed a sanitary sewer lift station as part of the Sienna II plat. RCW 35.91.020 allows the developer to enter into an agreement with the City to apply a charge for other properties connecting to the lift station that did not participate in the original construction. The agreement requires benefitting properties to pay a "fair share rate" to the original developer of the lift station upon connection to City sewer. This rate is calculated from the total cost of construction reported by the developer and divided evenly over the area served by the lift station.

3) Policy Support:

Strategic Priorities and Goals 2023-2024
B. Be a Leader in Environmental Sustainability.

4) Alternatives:

☐ Do not approve the Sanitary Sewer Lift Station Agreement.

5) Fiscal Notes:

None.

6) Attachments:

A. Sanitary Sewer Lift Station Agreement

SANITARY SEWER LIFT STATION AGREEMENT

This agreement entered into this _____ day of _____, 2023, by and between the City of Tumwater, a Municipal corporation, hereinafter referred to as the “City” and AMH Development, LLC, a Delaware limited liability company, hereinafter referred to as the “Developer”.

WHEREAS, the Developer has constructed a regional sanitary sewer lift station and force main together with all necessary appurtenances; and

WHEREAS, all improvements were constructed in accordance with the standards of the City and in accordance with the plans on file under Permit No. - TUM-18-0387;

WHEREAS, City and Developer wish to enter into the Agreement providing for the installation of the improvements and providing for reimbursement to the Developer of a portion of the costs of such improvements pursuant to RCW 35.91: and

WHEREAS, the City accepted the improvements on February 22nd, 2023 as part of the City’s sanitary sewer system and in return collect from future users of the improvements their pro rata share of the cost of the improvements to be reimbursed to the Developer; and

WHEREAS, the City has determined that the construction and installation of the improvements are in the public interest and the Developer has paid all the costs and expenses of the installation of the improvements.

NOW THEREFORE, in consideration of the mutual promises made herein, the City and Developer agree as follows:

1. Description of Facilities

Developer has constructed a regional sanitary sewer lift station and force main together with all necessary appurtenances (“Facility”) within the Facility or have been required to construct a portion of said Facility in the future as shown in Exhibit “A.”

2. Benefited Property

Certain real property described in Exhibit “B” and shown in Exhibit “C”, which is adjacent to or near Developer’s Property, will receive the benefit of the Facility, the owners of which may wish to use said

Facility or have been required to construct a portion of said Facility in the future.

3. Facility

3.1 The Developer has previously attested that all work performed in connection with the Facility is in full compliance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, policies, standards, and regulations.

3.2 The City has accepted ownership of said Facility and has the required documents necessary to place complete ownership of said Facility in the City. From the time of acceptance by the City, the Facility shall belong to the City and the City shall be responsible for its maintenance and operation and shall be entitled to all revenues derived from said Facility.

4. Cost of Facility

The Developer agrees that all expenses and claims in connection with the design, construction and installation of the Facility, whether for labor or materials, have been paid in full. The Developer has previously certified that the total cost of engineering and construction of the Facility is equal to Nine Hundred Eighty-nine Thousand Seven Hundred Fifty-Two and 68/100 Dollars (\$989,752.68) ("Total Cost).

5. Reimbursement

5.1 Any owner of the Benefited Properties ("Latecomer") who did not contribute to the original cost of the Facility and who subsequently elects to connect to the Facility within twenty (20) years from the date of this Agreement, shall not be permitted to connect to the Facility without first paying to the City, in addition to any and all other costs and charges made or assessed for such tap, or use, or for the water lines or sewers constructed in connection therewith, his or her pro rata share of the Total Cost of the Facility.

5.2 Reimbursement shall be collected by the City from those benefiting from using the Facility as provided above at the time

they connect to the Facility and in accordance with the following formula:

$$\text{ASSESSMENT FEE} = (\$989,752.68)/(1288 \text{ ERU's}) = \$768.44/\text{ERU}$$

- 5.3 The Developer agrees to pay \$800.00 for an application fee to the City for the review and processing of this application. Additional charges of \$95.00 per hour will accrue for review and processing exceeding 10 hours. These additional charges will be required to be paid before this Agreement is recorded.
- 5.4 The City shall deduct eight percent (8%) of all collected reimbursement amounts as a fee for administering the terms of the Agreement.
- 5.5 The City shall exercise its best efforts to collect all reimbursements herein described; however, the City assumes no obligation to collect any or all reimbursements herein described. The City does not agree to assume any responsibility to enforce this Agreement. This Agreement will be a matter of public record and will serve as a notice to all potential Latecomers. The Developer shall be responsible to monitor those parties using the Facility. In the event the City becomes aware of a Latecomer, it will use its best efforts to collect the Latecomer's Fee, but shall not incur any liability should it fail to collect such fee.

6. Indemnification

The Developer agrees to indemnify 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, licenses, or representatives, arising from, resulting from, or connected with this Agreement or the construction or installation of the Facility.

7. Recordation

This Agreement shall be recorded at the sole cost of the Developer with the Thurston County Auditor's Office within thirty (30) days of execution of this Agreement by the parties.

8. Notice and Assignment

For the purpose of facilitating compliance with the requirements of RCW 35.91.202(3), the Developer hereby assigns to the City all of the Developer's right, title, and interest in and to any Latecomer's Fees in the event the City is unable to locate the Developer to tender the fees. The Developer shall be responsible for informing the City of its current and correct mailing address. Every year from the date the Agreement is executed a Developer entitled to reimbursement under this Agreement shall provide the City with information regarding the current contract names, address and telephone number of the person, company, or partnership that originally entered into the contract. If the Developer fails to comply with the notification requirements of this subsection within sixty days of the specified time, then the City may collect any Latecomer's Fees owed to the Developer under the Agreement. The City will make a good faith effort to locate the Developer. In the event the City is unable to do so, the Latecomer's Fee shall be placed in the Capital Fund held by the City, and the City shall be deemed the owner of such funds.

9. General Provisions

- 9.1 Entire Agreement. This Agreement contains all of the agreements of the parties and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.
- 9.2 Modification. NO provision of the Agreement may be amended or added to except by agreement in writing signed by the parties.
- 9.3 Full Force and Effect. Any provision of this Agreement which is declared invalid, void or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.
- 9.4 Successors In Interest. This Agreement shall inure and be for the benefit of shall obligate all of the parties respective successors in interest, heirs, beneficiaries or assigns.
- 9.5 Attorney Fees. In the event either party defaults on the performance of any terms in this Agreement, and this Agreement is placed in the hands of an attorney, or suit is filed, the prevailing party shall be entitled to an award of its reasonable attorney's fees, costs and expenses. The venue for any dispute related to this Agreement shall be Thurston County, Washington.

- 9.6 No Waiver. Failure of the City to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.
- 9.7 Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the state of Washington.
- 9.8 Authority. Each individual executing this Agreement on behalf of the City and the Developer represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Developer or the City.
- 9.9 Notices. All notices, requests, demands, and other communications called for by this Agreement shall be in writing and shall be deemed to have been given upon delivery if personally delivered (including delivery by confirmed telephone facsimile or overnight commercial delivery service with receipt) or delivery through the U. S. mail, first class, postage prepaid or registered or certified, return receipt delivery to:

City:

Finance Director
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Developer:

AMH Development, LLC

Or at such other address as either party shall later provide to the other in writing from time to time.

- 9.10 Captions. The respective captions of the paragraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this 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

DEVELOPER:

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 WASHINGTON

COUNTY OF _____

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 AMH Development, LLC (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:_____

EXHIBIT "A" FACILITY

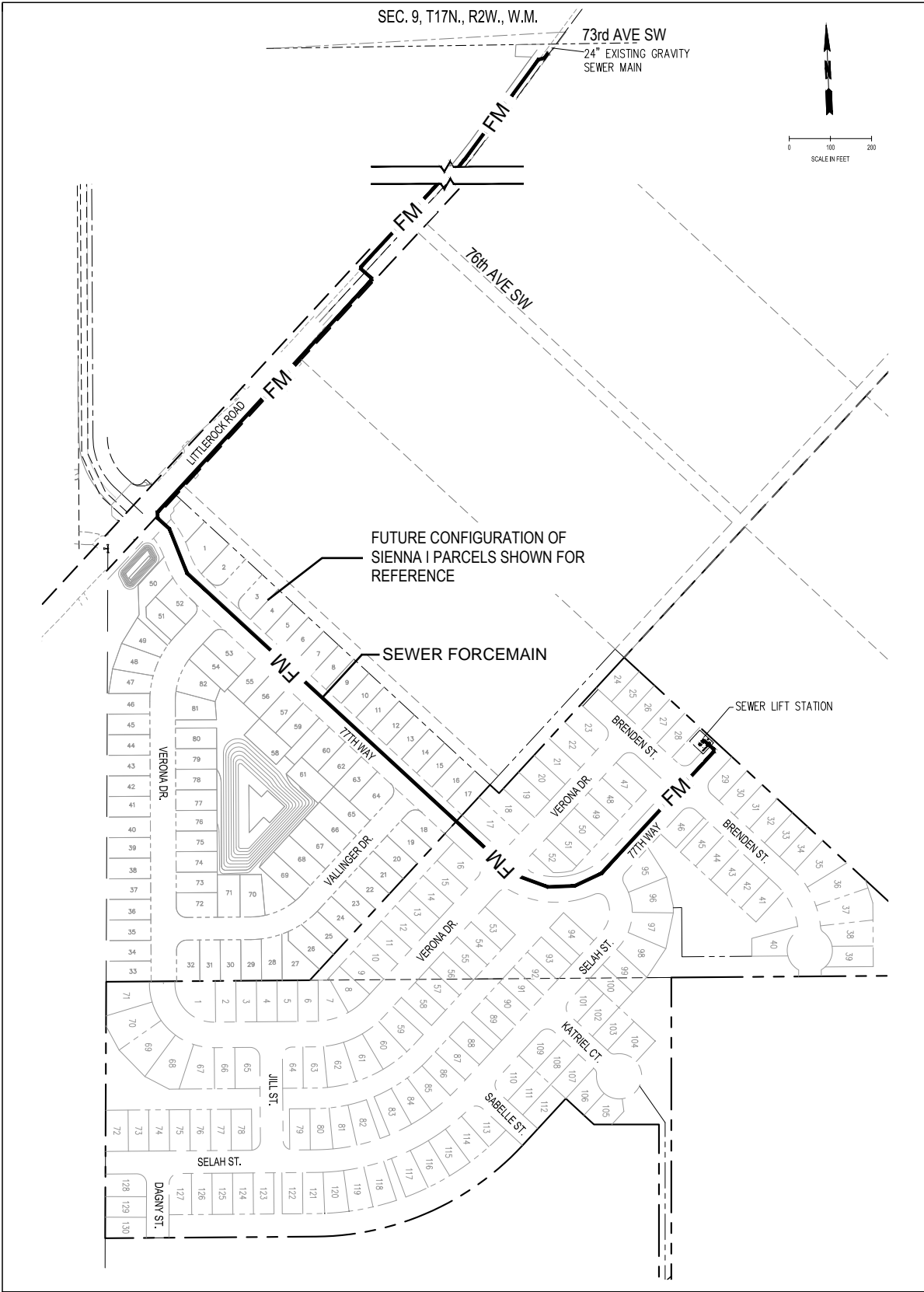


EXHIBIT "B"

Benefit properties.

Section 08 and 09 of Township 17N Range 2W located in Thurston County, State of Washington
Except the Plat of Sienna II recorded under AFN 4971645 and TPN 74120000005.

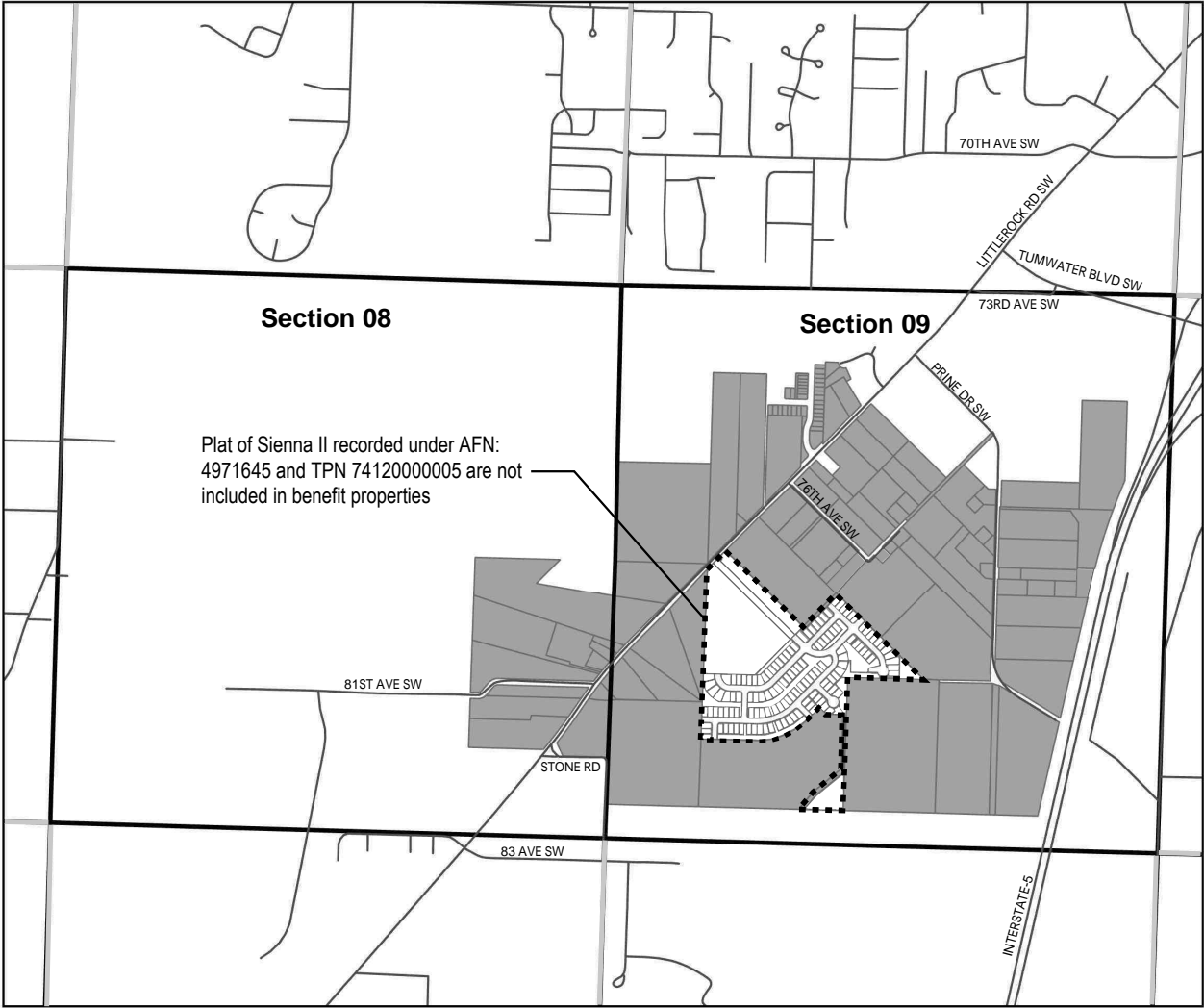
EXHIBIT "C"



Visual exhibit showing the benefit properties.

Legend

 Benefit properties



TO: City Council

FROM: Dan Smith, Director of Water Resources & Sustainability Department

DATE: November 6, 2023

SUBJECT: Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley

1) Recommended Action:

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley. Public Works Committee recommended this MOU for approval at their October 19, 2023 meeting.

2) Background:

In late 2011, LOTT acquired former Brewery properties in the Deschutes Valley for projects proposed in LOTT's master plan intended for the construction and operation of a satellite reclaimed water treatment plant. During its most recent master plan update, LOTT identified preferred treatment alternatives for reclaimed water at existing facilities, and the Deschutes Valley properties are no longer needed. This MOU provides the City time to conduct a feasibility review and due diligence regarding a potential acquisition of the properties.

3) Policy Support:

1. Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.
 2. Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
 3. Be a Leader in Environmental Sustainability – Include environmental protection in City projects.
-

4) Alternatives:

☐ None. The intent of this project is to evaluate alternatives for Council consideration.

5) Fiscal Notes:

Staff will solicit consultant support to assist analysis of property, overall value, and synthesis of City priorities, including municipal access, habitat restoration, transportation, and community events. Professional Services are estimated to be less than \$50,000 and shall be funded by the Storm Fund and General Fund.

6) Attachments:

- A. Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE REGARDING A PURCHASE AND
SALE AGREEMENT FOR PROPERTIES IN THE DESCHUTES VALLEY**

I. RECITALS

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, 2023 by and between the City of Tumwater ("City") and the LOTT Clean Water Alliance ("LOTT"), referred to collectively as "Parties" or "the Parties."

Whereas, LOTT owns property located at 4090, 4098, and 4114 Capitol Boulevard SE in Tumwater, parcels #09470021000, #09470045000, and #09470003000 (referred to herein as the Property), depicted in Exhibit A, that was originally purchased for the purpose of constructing a future reclaimed water satellite treatment facility; and

Whereas, LOTT has completed a master planning process and has determined that future treatment facilities at this location are not necessary; and

Whereas, the Property is located in the Deschutes Valley near historic and cultural landmarks, and is used for numerous annual public events of significant value to the community; and

Whereas, the City owns the adjacent public driving range and golf course and is developing a segment of the Deschutes Valley Trail along the Deschutes River which fronts the western boundary of this Property; and

Whereas, the City is exploring opportunities to enhance habitat and riparian areas along the Deschutes River, and has invested in such improvements immediately upstream and downstream from this Property; and

Whereas, the City has adopted the Tumwater Brewery District Plan with the goals to increase access, improve transportation options, expand economic opportunity, and improve the function and appearance of the built environment; and

Whereas, the Parties agree that City is in the best position to guide future use of the Property, and that City ownership of the Property provides the community the best opportunity to achieve the goals in the Tumwater Brewery District Plan; and

Whereas, the City is planning a major transportation improvement project referred to as the E Street Connection through and across this Property; and

Whereas, the City has expressed that acquisition of the Property would support these efforts and offer multiple community benefits; and

Whereas, the Parties wish to express their commitment to explore a sale of the Property provided certain conditions are met, which are generally described below; and

Whereas, said possible purchase and sale agreement will indicate in greater detail the conditions upon which the sale of the Property will take place;

Now, therefore, the Parties intend by this document to memorialize steps to be taken in preparation for entering into a possible purchase and sale agreement and their understanding concerning the general conditions necessary to enter into a purchase and sale agreement as further set forth below.

II. STEPS TO BE TAKEN IN PREPARATION FOR A POSSIBLE PURCHASE AND SALE

- A. The Parties will continue due diligence regarding the sale and purchase of the Property and the benefits provided therein.
- B. Following execution of this MOU, LOTT shall make available to the City copies of all existing studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports, plans, and other printed or written material (all of which are collectively referred to as "Studies") prepared or received by, or on behalf of, LOTT with respect to the Property.
- C. The Parties will work together in good faith to identify a mutually approved third party property appraiser. LOTT will obtain and pay for the appraisal.
- D. The Parties agree to advance evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement by March 31, 2024.
- E. Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent by March 31, 2024 stating its interest in acquiring the Property. Within 60 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT's needs.
- F. The Parties will work together in good faith with the mutual goal of defining an acceptable sales price and financing plan acceptable to both Parties, as a basis for a possible purchase and sale agreement for the Property.
- G. The Parties will work together in good faith to develop a mutually acceptable agreement for access to the Property to facilitate the City's evaluation of the Property. This MOU does not grant access to the Property.

III. GENERAL CONDITIONS FOR PURCHASE AND SALE

- A. Term and Amendment. This MOU anticipates the Parties will determine feasibility and condition of sale and satisfactory use of the Property on or prior to June 30, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed on or before that date (or an extension of that date agreed to by both Parties), this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.
- B. Legal and Regulatory Requirements. The Parties agree that any purchase and sale agreement arising from this MOU must be in accordance with all applicable laws and regulations, including those from the Washington State Auditor's Office. The purchase and sale agreement will account for the fair market value of the property, and ensure that LOTT is fully compensated for the value of property. The Parties further acknowledge there are several unique factors involving this Property which may detract from its fair market value, if not specifically considered in the appraisal under Section II C of this agreement, including potential environmental clean-up costs, status of railroad crossing authorization, environmental constraints, new easements and licenses which may encumber the Property, and access to the specific parcels.

- C. Consideration. The Parties will work together to determine the form and timing of consideration to be received by LOTT for the Property. This consideration could involve both cash and non-cash consideration, and could be transferred to LOTT at any point from the property being transferred and up to five (5) years thereafter, subject to legal and regulatory requirements. Any consideration that is exchanged after the date of the purchase and sale agreement shall also include applicable interest at a rate sufficient to ensure full value is received by LOTT for the Property.
- D. Easement. LOTT wishes to maintain an underground easement on the property for a future wastewater pipeline. The Parties agree to work to establish one or more easements as necessary to meet LOTT's current and future needs.
- E. Limitations. During the term of this MOU, LOTT shall not dispose of the Property to any entity other than the City without the written consent of the City, except as otherwise provided herein.
- F. Authority. Each Party and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOU and that its execution, delivery, and performance of this MOU has been fully authorized and approved, and that no further approvals or consents are required by either Party to enter into this MOU.
- G. Non-Binding Understanding. This MOU is intended only as a memorandum of understanding that will guide the acquisition of the Property by the Parties. Except for section III E, Limitations, it does not create a legally enforceable agreement. This MOU is not in itself an offer to sell or a commitment to purchase the Property. Rather, it is an expression of the Parties' intent to enter into negotiations for such a purchase.

IV. SIGNATURES

LOTT CLEAN WATER ALLIANCE

By: _____
 Matthew J. Kennelly, PE
 Executive Director

Date: _____

CITY OF TUMWATER

By: _____
 Debbie Sullivan, Mayor

Date: _____

Attest:

Approved as to Form:

By: _____
 Karen Kirkpatrick, City Attorney

EXHIBIT A
General Property Boundaries



PARCEL A

- 09470003000
- 18.53 Acres

PARCEL B

- 09470045000
- 19.28

PARCEL C

- 09470021000
- 7.00 Acres

TO: City Council
FROM: Dan Smith, Director of Water Resources & Sustainability Department
DATE: November 6, 2023
SUBJECT: Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for the Henderson Property

1) Recommended Action:

Approve and authorize the Mayor to sign the Memorandum of Understanding (MOU) Between the City of Tumwater and LOTT Clean Water Alliance (LOTT) Regarding a Purchase and Sale Agreement for the Henderson Property. Public Works Committee recommend this MOU for approval at their October 19, 2023 meeting.

2) Background:

In 2006, LOTT acquired three properties adjacent to Henderson Boulevard for projects proposed in LOTT's master plan intended to support reclaimed water infiltration. During its most recent master plan update, LOTT identified preferred infiltration sites for reclaimed water, and the Henderson Boulevard properties are no longer needed. This MOU provides the City time to conduct a feasibility review and due diligence regarding a potential acquisition of the properties.

3) Policy Support:

1. Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.
 2. Environment | We act to preserve and enhance the natural environment and the social fabric of our community.
 3. Be a Leader in Environmental Sustainability – Include environmental protection in City projects.
-

4) Alternatives:

- ☐ None. The intent of this project is to evaluate alternatives for Council consideration.
-

5) Fiscal Notes:

Staff will solicit consultant support to assist analysis of property, overall value, and synthesis of City priorities, including municipal needs, water source development, and potential community access. Professional Services are estimated to be less than \$50,000 and shall be funded by the Water Fund.

6) Attachments:

- A. Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for the Henderson Property

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF TUMWATER AND LOTT CLEAN WATER ALLIANCE
REGARDING A PURCHASE AND SALE AGREEMENT FOR THE HENDERSON PROPERTY**

I. RECITALS

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, 2023 by and between the City of Tumwater ("City") and the LOTT Clean Water Alliance ("LOTT"), referred to collectively as "Parties" or "the Parties."

Whereas, LOTT owns property located at 7502, 7500, 6545 Henderson Blvd. SE parcels 12711110400, 12711110401, 12711140300 (referred to herein as the Property) that was originally purchased for the purpose of siting a future reclaimed water infiltration facility; and

Whereas, LOTT has completed a master planning process and has determined that future infiltration facilities at this location are not necessary; and

Whereas, the City has need for additional water well facilities and has water utility resources to support such development; and

Whereas, the City has needs to acquire land for future recreational purposes, and the City and potential partners have resources to support the development of such facilities; and

Whereas, the City has expressed that acquisition of the Property would support these efforts and offer multiple community benefits; and

Whereas, the parties need sufficient time to explore the feasibility of a purchase and future land uses, including completion of an appraisal to determine property values, the viability of potable production and treatment facilities, and the exploration of potential partners related to development and operation of a community recreational facility; and

Whereas, it is estimated that the parties need up to twelve (12) months to complete applicable appraisals and studies; and

Whereas, the Parties wish to express their commitment to explore a sale of the Property provided certain conditions are met, which are generally described below; and

Whereas, if during the feasibility period the parties mutually desire to proceed with purchase, a purchase and sale agreement will indicate in greater detail the conditions upon which the sale of the Property will take place.

Now, therefore, the Parties intend by this document to memorialize steps to be taken in preparation for entering into a possible purchase and sale agreement and their understanding concerning the general conditions necessary to enter into a purchase and sale agreement as further set forth below.

II. STEPS TO BE TAKEN ON DETERMINING FEASIBILITY OF A POSSIBLE PURCHASE AND SALE

- A. The Parties will continue due diligence regarding the sale and purchase of the Property and the benefits provided therein.
- B. Following execution of this Agreement, LOTT shall make available to the City copies of all existing studies, reports, surveys, soils tests, reviews, correspondence with all governmental entities, environmental checklists and reports, plans, and other printed or written material (all

of which are collectively referred to as “Studies”) prepared or received by, or on behalf of, LOTT with respect to the Property.

- C. The Parties will work together in good faith to identify a mutually approved third party property appraiser. LOTT will obtain and pay for the appraisal.
- D. The Parties agree to advance internal evaluation and discussion of a possible sale with staff and their respective governing bodies and determine the desire to move forward with a purchase and sale agreement.
- E. Should the City determine ownership of the Property is desirable, the City will provide LOTT a written Letter of Intent no later than October 31, 2024, stating its interest in acquiring the Property. Within 60 days of receipt of said Letter of Intent, the LOTT Board of Directors will consider action declaring the property surplus to LOTT’s needs.
- F. The Parties will work together in good faith with the mutual goal of defining an acceptable sales price and financing plan acceptable to both Parties, as a basis for a possible purchase and sale agreement for the Property.
- G. The Parties will work together in good faith to develop a mutually acceptable agreement for access to the Property to facilitate the City’s evaluation of the Property. This MOU does not grant access to the Property.

III. GENERAL CONDITIONS FOR PURCHASE AND SALE

- A. Term and Amendment. This MOU anticipates the Parties will determine the feasibility of the intended use of the property no later than October 31, 2024. If a purchase and sale agreement for the acquisition of the Property is not completed by or before January 31, 2025, this MOU will terminate. The Parties may mutually agree to extend this MOU beyond this date. Any amendment to this MOU must be in writing and mutually agreed to by both Parties.
- B. Legal and Regulatory Requirements. The Parties agree that any purchase and sale agreement arising from this Memorandum must be in accordance with all applicable laws and regulations, including those from the Washington State Auditor’s Office. The purchase and sale agreement will account for the fair market value of the property and ensure that LOTT is fully compensated for the value of property. The Parties further acknowledge there may be unique factors involving this Property not specifically considered in the appraisal under Section II B of this agreement which may impact the value of the Property.
- C. Consideration. The Parties will work together to determine the form and timing of consideration to be received by LOTT for the Property. This consideration could involve both cash and non-cash consideration and could be transferred to LOTT at any point from the date the purchase and sale agreement is executed up to five (5) years thereafter, subject to legal and regulatory requirements. Any consideration that is exchanged after the date of the purchase and sale agreement shall also include applicable interest, interest at a rate sufficient to ensure full value is received by LOTT for the Property.
- D. Easement. LOTT may desire to establish an underground easement on the property for a future utility line. The Parties agree to work to establish one or more easements as necessary to meet LOTT’s current and future needs.

- E. Limitations. During the term of this MOU, LOTT shall not dispose of the Property to any entity other than the City without the written consent of the City, except as otherwise provided herein. LOTT may enter into a secondary agreement with another entity should the agreement with the City not be consummated.
- F. Authority. Each Party and each individual signing on behalf of each Party, hereby represents and warrants to the other that it has full power and authority to enter into this MOU and that its execution, delivery, and performance of this MOU has been fully authorized and approved, and that no further approvals or consents are required by either Party to enter into this MOU.
- G. Non-Binding Understanding. This MOU is intended only as a memorandum of understanding that will guide the acquisition of the Property by the Parties. Except for Section III E, Limitations, it does not create a legally enforceable agreement. This MOU is not in itself an offer to sell or a commitment to purchase the Property. Rather, it is an expression of the Parties' intent to enter into negotiations for such a purchase.

I. SIGNATURES

LOTT CLEAN WATER ALLIANCE

By: _____
 Matthew J. Kennelly, PE
 Executive Director

Date: _____

CITY OF TUMWATER

By: _____
 Debbie Sullivan, Mayor

Date: _____

Attest:

Approved as to Form:

By: _____
 Karen Kirkpatrick, City Attorney

EXHIBIT A
General Property Boundaries



PARCEL A:

- 12711140300
- 9.66 Acres

PARCEL B:

- 12711110401
- 0.55 Acres

PARCEL C:

- 12711140300
- 2.34 Acres

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: November 6, 2023
 SUBJECT: 2024 Community Human Services Program Funding

1) Recommended Action:

Adopt the Budget and Finance Committee recommendation for allocation of funding for the 2024 Community Human Services Program (CHSP).

2) Background:

The Community Human Services Program was established to reserve a portion of funds for local organizations that provide human services to Tumwater residents but may not qualify as a regional priority. The same organization can apply through both the local and regional process, but Tumwater requested that the organization apply to support a different program.

For 2024, the City had set aside \$15,000.00 for the local Community Human Services Program. Applications for funding were received from nine applicants who requested a total of \$38,500.00.

The Budget and Finance Committee heard presentations from all nine applicants at their October 23, 2023 meeting and, after discussion, approved the attached recommendation.

3) Policy Support:

Vision | Mission | Beliefs

- Opportunity | We seize opportunities to improve our community's social, environmental, and economic well-being. We endeavor to realize positive opportunities in adverse situations and periods of change.

Strategic Priorities and Goals 2021 – 2026

- Build a Community Recognized for Quality, Compassion, and Humanity
 - Provide and Sustain Quality Public Safety Services
-

4) Alternatives:

Some other course of action.

5) Fiscal Notes:

Nine applicants have requested a total of \$38,500. For 2024, the City of Tumwater has set aside \$15,000.00 for the local Community Human Services Program.

6) Attachments:

A. Budget and Finance Committee Recommendation

- B. 2024 CHSP Summary Sheet
- C. 2020-2023 CHSP Funding History and 2024 Funding Requests

**CITY OF TUMWATER
BUDGET AND FINANCE COMMITTEE
2024 COMMUNITY HUMAN SERVICES PROGRAM FUNDING RECOMMENDATIONS**

AGENCY	2024 REQUEST	2024 BUDGET AND FINANCE COMMITTEE RECOMMENDATION
ASHHO Cultural & Job Training Center	\$5,000	\$2,175
Big Brothers/Big Sisters of Southwest Washington	\$5,000	\$2,175
Dispute Resolution Center	\$4,000	\$0
Family Support Center of South Sound	\$4,000	\$1,740
Garden-Raised Bounty	\$4,000	\$1,740
Medical Equipment Bank – Thurston County Council on Aging	\$2,500	\$1,085
Rebuilding Together Thurston County	\$3,000	\$1,305
SafePlace	\$6,000	\$2,605
Tumwater Education Foundation	\$5,000	\$2,175
TOTAL	\$38,500	\$15,000

NOTE: At their October 23, 2023 meeting, the Budget and Finance Committee recommended that additional funding for the Dispute Resolution Center be addressed through a separate budget amendment and removed the Dispute Resolution Center request from their 2024 recommendation. The Budget and Finance Committee allocated the \$15,000 budgeted for the 2024 Community Human Services Program (CHSP) proportionally across the remaining eight requests.

2024 Community Human Services Program (CHSP) Summary Sheet

APPLICANT	USE OF FUNDS	REQUEST
ASHHO Cultural & Job Training Center 5757 Littlerock Rd SW #4 Tumwater, WA 98512	<p>Funds from the City of Tumwater will support ASHHO Cultural & Job Training Center's new event, Cultural Community Resource Days. Every other month beginning Saturday, September 23, ASHHO will host a fair from 11 a.m. to 3 p.m. that highlights the resources available to people in the community. From mental and physical health to family and youth support to education to businesses owned by members of the minority community (hairdressers, food, clothing, books, services, etc.) and more. The fair is free, and all ages are welcome. They will sell delicious soul food meals in their Runia's Soul Cafe.</p> <p>Grant funds will supplement the per event registration fee for nonprofits (\$50) and businesses and large nonprofit organizations (\$150) that are unable to pay, as well as optional table rental fees (\$10 for table, \$5 for tablecloth). They will also use grant funds to cover staffing and facility costs, speakers, supplies, and marketing.</p>	\$5,000
Big Brothers Big Sisters of Southwest Washington 2424 Heritage Ct. SW #302 Olympia, WA 98502	<p>Funds from a City of Tumwater grant would be used to expand the Big Brothers Big Sisters of Southwest Washington's Site-Based mentoring program into Tumwater school districts, where both middle and high school youth would benefit from one-to-one mentorship.</p> <p>The two major types of match meetups they focus on are Site-Based and Community-Based. Big Brothers Big Sisters of Southwest Washington's Site-Based program has Bigs and Littles meeting at a local community center or virtually, typically one hour a week after school. This allows matches to build a friendship within a structured setting with professional staff support nearby. Activities follow a curriculum focusing on STEAM activities, diversity, career exploration, social-emotional skill building, and healthy relationship development.</p> <p>If the grant request is received, they would put the money towards staff salaries, specifically a Match Support Specialist, which would allow us to increase the amount of matches between underserved youth and trained adult mentors. At a cost of \$400-500 per match, general operating funds would be instrumental in helping them to reach their goal of establishing ten new Site-Based matches in the Tumwater School District by the end of the funding cycle in 2024.</p>	\$5,000
Dispute Resolution Center of Thurston County P.O. Box 6184 Olympia, WA 98507	<p>Neighbor-to-neighbor disputes, homeowner association disputes, personal property disputes, and others can often be resolved with a call to the DRC. Funds from the City of Tumwater contribute to their Conflict Resolution Resource Line. The Resource Line is a no-cost service for people who can call in to speak with trained conciliators who provide conflict coaching, information, referrals, and arrange face-to-face mediations.</p>	\$4,000

APPLICANT	USE OF FUNDS	REQUEST
<p>Family Support Center of South Sound 3545 7th Ave SW, Suite 200 Olympia, WA 98502</p>	<p>Since the organization started in 1992, FSC has worked to ensure families with children, and more recently survivors of violence, can come to one location to have as many of their needs met as possible. A strong emphasis has been placed on households experiencing homelessness or fleeing violence, as well as those who are experiencing housing instability, often just one rent payment away from entering the homeless system.</p> <p>The Family Resource Services Program, the organization's oldest program, supports ANY family with any kind of need, regardless of income, barriers, household size, etc. Most often, families are seeking support from this program to address a housing related crisis... past due rent, late utility payments, basic need items, transportation assistance to gain or maintain employment, housing search assistance, application fee payment, etc.</p> <p>Staff within this program, Family Resource Service Navigators, work alongside families to understand their strengths, what community resources they may be eligible for, and when available, directly distribute financial assistance to address the need of the family. The program has distributed Thurston County's Housing Basic Needs funds for the last 5+ years, including one-time rental assistance to help a family gain or maintain housing, application and other housing related fees (nonrefundable admin fees, pet fees, etc.), as well as utility assistance for critical utilities (water, sewer, garbage, electricity, heat, phone). The funds have allowed staff to immediately address an issue--- keep on a family's electricity, stop an eviction from going forward, or provide a deposit for family who just needs a little help.</p> <p>Additionally, EPRA funds are available for eligible families who are facing eviction. So far, the FRS program has utilized EPRA funds to prevent 85 evictions and provided support and resources to 35 more. In 2022, with the City of Tumwater's support, the Family Resource Services Program served 1,102 parents and children (350+ households) with individualized support including homeless prevention and problem solving conversations, housing search and connection, employment support, assistance applying for mainstream benefits, gas cards, advocacy, resource and referral information, childcare access, parent education, domestic violence advocacy, child engagement activities, and supportive services to assist in quickly stabilizing their housing situation. Utilizing motivational interviewing techniques, staff work with families to identify their strengths and social connections, using those as a foundation to find greater housing stability.</p> <p>Staff provide weekly available rental unit lists which includes prices, restrictions, fees, application link, and potential reasons people may not be approved for housing drastically decreasing the time families have to spend searching for an appropriate unit. As noted in the 'US Housing Insecurity and the Health</p>	<p>\$4,000</p>

APPLICANT	USE OF FUNDS	REQUEST
	<p>of Very Young Children’ report in the Children’s Healthwatch Journal, “Housing insecurity is associated with poor health, lower weight, and developmental risk among young children.”, and, “In older children and adolescents, a history of multiple moves has been associated with mental health concerns, substance abuse, increased behavior problems, poor school performance, and increased risk of teen pregnancy”. It is critical that families experiencing housing instability receive case management support to stabilize their situation, such as diversion and problem-solving conversations, accessing one-time rental assistance or funding to help with a deposit, or securing funds to relocate closer to family and greater social connections. It is cheaper, easier, and more efficient to prevent someone from becoming homeless than it is to help them once they have become homeless, and is less traumatic for the entire family.</p> <p>On average, 25 households per day reach out to FSC seeking the services offered by the Family Resource Services program (via phone, social media, email, and walk-in). To increase program efficiency, Pear Blossom Place staff are tasked with helping the FRS Navigators screen and log the overwhelming number of calls this program receives each week. This decreases the amount of time the FRS Navigator spends wading through voicemails and increases the amount of time each Navigator spends working directly with clients.</p> <p>FSC believes in meeting the client where they are and all staff, including the Family Resource Service Navigator, are mobile and well versed in helping clients virtually or over the phone, ensuring that clients across the County will receive services even if they are unable to get to the office. This FRS Navigator participates in community meetings, and regularly partners with providers in Tumwater including DCYF, Together’s Community Schools Program, Family Education & Support Services PCAP program, and more. FSC is connected to multiple organizations and groups throughout the County all of which are accessed through this program. It is the FRS Navigator’s knowledge of available resources and ability to tap into them that so often allows families to overcome their current crisis. By working hand in hand with families, helping them realize the resources and strengths of their own family unit, providing concrete supports, and advocating for them and offering support every step along the path to achieving their goals, FSC can increase family resilience for current and future generations.</p>	
<p>Garden-Raised Bounty 2016 Elliott Ave NW Olympia, WA 98502</p>	<p>FOOD INSECURITY</p> <p>According to a study conducted in 2020 by Washington State University, up to a third of Washington residents are now food insecure, due in large part to the pandemic. In Thurston County (Feeding America, 2019), 30,360 people are food insecure, and 37% are not eligible to receive SNAP benefits. With COVID-19, this number has significantly increased. Individuals and families continue to face</p>	<p>\$4,000</p>

APPLICANT	USE OF FUNDS	REQUEST
	<p>unprecedented challenges because of the coronavirus. People have lost their jobs, are facing housing and food insecurity, and are disconnected from their communities. Isolation, disruption of daily routines, and depletion of adequate food and housing can have profound impacts on mental and physical health.</p> <p>GRuB gardens go beyond bringing one meal, the gift of gardens brings hundreds of meals and skills that increase resiliency and provide access to food in people's own backyard/patio.</p> <p>Through GGP, they can provide the support needed for low-income and food insecure households to grow their own nutritious food, right at their own home! Families who receive GRuB gardens report saving money on groceries (each garden can grow over \$500 worth of food in one season), eating more nutritious fruits and vegetables because they are readily available, and trying new varieties (thanks to the free seeds).</p> <p>Strategies:</p> <ol style="list-style-type: none"> 1 – Offer a variety of backyard garden solutions, ranging from single-frame raised beds, stacked raised beds, and container gardens, to support the unique needs of low-income and food-insecure people with space constraints and/or physical limitations. 2 – Provide new and alumni gardeners with 15 packets of seeds, 12 starts, cover crops, and access to at least six seasonal workshops and opportunities to learn how to grow, prepare, and preserve vegetables. 3 - Partner with and support organizations, community members, and alumni gardeners to develop and deliver garden building projects with neighbors. The GGP will provide building materials, staff support, access to their workshop series, plus seeds, starts, and cover crops. 4 - Organize the building and establishing of community garden spaces. <p>Project Timeline:</p> <p>While their timeline varies from year to year due to turnaround and changes in funding and focus, the below timeline gives a good idea of their general protocol to bring home gardens to low-income families!</p> <ul style="list-style-type: none"> • September - December <ul style="list-style-type: none"> ○ In fall and early winter, they review evaluations from their gardeners and begin planning how to incorporate the feedback from gardeners into their overall program structure, 	

APPLICANT	USE OF FUNDS	REQUEST
	<p>adjusting to ensure they are meeting the needs of their community to the best that they are able!</p> <ul style="list-style-type: none"> • December - February <ul style="list-style-type: none"> ○ During this time, they invite interested low-income families and individuals to fill out their GGP application from. After going through each application and projecting availability of funds for the garden build season, they create a schedule of up to two garden-builds per day, up to three days a week. Volunteers, staff, and their Lead Garden Builder work together to build custom home and community gardens with and for low-income applicants. • March/April - June <ul style="list-style-type: none"> ○ Come spring, they build home gardens with and for low-income applicants! Funding dependent, they are known to build anywhere between 30 - over 100 gardens! Currently, they are also offering their SNAP-Ed gardening, cooking, nutrition, food preservation & leadership weekly online workshops! • July - August <ul style="list-style-type: none"> ○ They conduct surveys, site visits, and collect feedback from evaluations to begin reviewing in the fall and early winter! 	
<p>Medical Equipment Bank Dba: Thurston County Council on Aging 3537 Martin Way E Olympia, WA 98503</p>	<p>Because of cost, the Medical Equipment Bank is not currently able to provide batteries for motorized wheelchairs and scooters. This grant is specifically for that purpose. \$2,500 would supply about six to eight batteries.</p>	<p>\$2,500</p>

APPLICANT	USE OF FUNDS	REQUEST
<p>Rebuilding Together Thurston County 809 Legion Way SE, Suite 306 Olympia, WA 98501</p>	<p>City of Tumwater funds would be used to work on one of their 50 proposed critical repair projects for 2024. This specific project is for a homeowner in Tumwater. Stephanie (54) and her mother (77) live in a doublewide manufactured home located in a park in Tumwater. They purchased the home in 2012. Stephanie and her mother are both living with disabilities. Their combined income is just under \$27,000 per year. City of Tumwater funds would be spent on Stage 1 repairs at their home. Their project coordinator inspected their home and has deemed these repairs the most critical for them to live there safely.</p> <p>Stage 1 (most critical safety need) - Total estimate \$4000</p> <ul style="list-style-type: none"> • Wheelchair ramp • Bathtub modified to a walk in (Miracle Method), grab bars. • Plumbing repaired, bathroom floor replaced due to water damage, and other related incidentals. <p>Stage 2 (other critical needs) - Total estimate \$2000</p> <ul style="list-style-type: none"> • Weatherstripping • Working bathroom exhaust fan • Working dishwasher • Security motion light • Plumbing leak in utility room • Back porch roof/awning repair • Bedroom door repair • Heating restored to one area of the home 	<p>\$3,000</p>
<p>SafePlace 521 Legion Way SE Olympia, WA 98501</p>	<p>Funds from the 2024 Community Human Services Program will allow SafePlace to support survivors of sexual and domestic violence by providing them with fuel cards, mechanical repairs for their vehicles, and gift cards for youth in the City of Tumwater. Fuel cards will help survivors reach safety or meet obligations to help reach safety (court hearings, SafePlace advocacy appointments, etc.). Mechanical repairs consist of any type of routine maintenance like oil changes, windshield wipers, tec. Gift cards for youth will help pay for essential items like clothes and school supplies. These services will eliminate financial and transportation barriers for survivors in Tumwater and help them reach safety and stability.</p>	<p>\$6,000</p>

APPLICANT	USE OF FUNDS	REQUEST
<p>Tumwater Education Foundation P.O. Box 15122 Tumwater, WA 98512</p>	<p>The City of Tumwater Funds will be used to go towards their Principals Emergency Fund. The money received will be allocated proportionately to each school in the Tumwater School District. The amount received is calculated by each school's student population. The Principals of each school will be responsible for the money and will use the month to provide basic emergent necessities such as clothing (i.e., warm coat in winter for a student who wears only a t-shirt), medical care, food or any other barrier restricting the student from maximizing their full potential.</p>	<p>\$5,000</p>

CITY OF TUMWATER
2020-2023 Community Human Services Program (CHSP) Funding History and 2024 Funding Requests

AGENCY	2020 REQUEST	2020 FUNDED	2021 REQUEST	2021 FUNDED	2022 REQUEST	2022 FUNDED	2023 REQUEST	2023 FUNDED	2024 REQUEST
ASHHO Cultural & Job Training Center	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	\$5,000
Big Brothers/Big Sisters of Southwest Washington	\$4,000	\$2,500	\$5,000	\$4,500	did not apply	did not apply	\$5,000	\$3,000	\$5,000
Dispute Resolution Center	\$3,000	\$2,000	\$4,000	\$3,500	\$4,000	\$4,000	\$4,500	\$2,500	\$4,000
Family Education and Support Services	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	\$5,000	withdrew request	did not apply
Family Support Center of South Sound	\$5,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$5,000	\$3,000	\$4,000
Garden-Raised Bounty	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$2,500	\$4,000
Medical Equipment Bank – Thurston County Council on Aging	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	\$2,500
Rebuilding Together Thurston County	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	\$3,000
SafePlace	did not apply	did not apply	did not apply	did not apply	\$6,000	\$4,000	\$6,000	\$4,000	\$6,000
South Puget Sound Community College	\$2,500	\$1,500*	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply
Tumwater Education Foundation	\$5,000	\$3,500	did not apply	did not apply	did not apply	did not apply	did not apply	did not apply	\$5,000

AGENCY	2020 REQUEST	2020 FUNDED	2021 REQUEST	2021 FUNDED	2022 REQUEST	2022 FUNDED	2023 REQUEST	2023 FUNDED	2024 REQUEST
TOTAL	\$22,500	\$15,000*	\$16,000	\$15,000	\$17,000	\$15,000	\$28,500	\$15,000	\$38,500

Notes: “Did not apply” means the organization did not submit an application specific to Tumwater’s local Community Human Services Program. “Did not apply” does not mean that the organization did not receive funds from the City of Tumwater. The organization may have applied through the regional funding process and received funds; or they may have a service provider agreement directly with the City and received funds.

*South Puget Sound Community College received \$1,500 by using the remaining Council training/travel funds. CHSP funding remained at \$15,000. Unfortunately, the veterans’ event was canceled due to COVID-19.

TO: City Council
FROM: Melody Valiant, City Clerk
DATE: November 6, 2023
SUBJECT: Advisory Board Appointment of Brandon Staff to the Planning Commission

1) Recommended Action:

Confirm Mayor Sullivan's appointment of Brandon Staff to the Planning Commission.

2) Background:

Brandon Staff applied and interviewed with the Mayor, Planning Commission Chair Elizabeth Robbins and Planning Manager Brad Medrud to fill the current vacancy on the Planning Commission. Brandon has a strong professional background and previous volunteer experience. This appointment was supported by Elizabeth and Brad and was confirmed by Mayor Sullivan. Upon Council confirmation, Brandon will fill a vacant term on the Planning Commission that will expire on November 1, 2027.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:

- Partnership | We work collaboratively with residents, businesses and community organizations.
-

4) Alternatives:

- ☐ Approve the appointment
 - ☐ Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

- A. Application and supplemental applicant information.

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

1

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

10/16/2023

Mayor Sullivan,

We have been introduced before, although it has been some time. I am Brandon Staff, a descendant of George Bush, I reside on Tumwater hill and would like to be more involved in city matters. My ultimate goal is to one day be the City Administrator for this wonderful town. Currently, I am on the board of directors for Experience Olympia and Beyond, as I feel tourism is a key component of success for any region. I have a lengthy background in hospitality and tourism with a Masters in Business Administration. This history leads me to be well suited for the planning commission. I look at life through the lens of how to guide those who need it while making the right decisions for all stakeholders involved.

If chosen for a term on the Planning Commission, I will do my best to share any thoughts or insight I may have. I will also listen to those around me and learn as much as possible since this is a slight deviation to my background in private business. Tumwater is more than home to me, it is the place where my family put down roots so many years ago. We recently had our first child and plan to stay in Tumwater for a very long time. To me this is not a short sprint but a longer marathon meant to strengthen our city. I hope to hear from you soon.

Sincerely

Brandon Staff

Brandon D. Staff

Cell

Southern Oregon University, Ashland, Oregon

Major: Business Administration; emphasis in Hospitality and Tourism Management

Certificate: Management of Human Resources

Webster University, Orlando, Florida

MBA: Master's in Business Administration

PROFESSIONAL EXPERIENCES

Boeing Aerospace BCA, Everett, Washington

April 2023- Current

Product Development Supply Chain Strategist

- Category integrator for interiors for the future airplane
- Integrate with engineering, category managers and upper management on plans for the future plane
- Guide offloads from Boeing's Fabrication division to the supply chain
- Use project management software to keep track of milestones
- Align with other integrators to ensure systems work with each other

Heritage Distilling Co., Tumwater, Washington

May 2021- April 2023

Director of Retail Sales

- Collaborate with all Tasting Rooms on sales goals and quarterly competitions
- Work with Thurston County community to bring awareness to HDC
- Plan and coordinate events in and out of the Tasting Room
- Partner with others in corporate HDC to grow the business
- Talech champion and support for all Tasting Rooms
- Talking Cedar liaison for HDC related items
- Assist Programs with strategies and performance of our Memberships

Great Wolf Lodge, Grand Mound, Washington

February 2019- May 2021

Director of Guest Services

- Implement and drive change while boosting guest scores
- Increasing employee satisfaction scores from 20% to 80% positive over one year
- Grew onsite revenue from \$830,000 to \$1.6 million in one year
- Lead a team of 27 individuals while being responsible for every guest
- Facilitated relationships between all other departments in the resort
- Taught classes on how to provide quality guest service

Walt Disney World, Lake Buena Vista, Florida

January 2018- February 2019

Resort Duty Manager, Saratoga Springs Resort and Spa

- Ensures a seamless guest experience by proactively and reactively solving solutions
- Central hub of communication and decision making for resort
- Liaison for local law enforcement and fire/rescue department
- Actively walk the resort to interact with Cast and Leaders to assist where needed

Walt Disney World, Lake Buena Vista, Florida

January 2013 – January 2018

Guest Experience Manager, Disney's Wilderness Lodge

- Mentor my cast and help them grow as individuals
- Defuse any guest situations and listen to any concerns
- Partner with other departments to assist Guests properly
- Manage room inventory and block guests to appropriate rooms
- Scheduling Manager: Schedules 1000+ room resort front office Cast Members

Walt Disney World, Lake Buena Vista, Florida**August 2011- January 2013****Disney Guest Services, Swan and Dolphin and Boardwalk**

- Providing quality Guest service and information about tickets and Disney
- Engaging Guests to find out what best suits their ticketing needs
- Communicating with security and Guest Relations when issues arise with tickets
- Cooperating with other departments to ensure a smooth Guest arrival and departure
- Providing information about Disney and the Resort

Volunteer/Community Service

Connection Mentor for children and teens with disabilities, 5 years

Cast Member "Circle of Learning" developmental Leader, 2 Years

TOPS Soccer Volunteer coach for handicapped children, 2 years

Humane Society volunteer, 7 years

Habitat for Humanity store volunteer, 3 years

Medford City Police Explorer Post Program, 2 years

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: November 6, 2023
 SUBJECT: Ordinance No. O2023-013, Ad Valorem for Regular Property Taxes for the Fiscal Year 2024

1) Recommended Action:

Move Ordinance No. O2023-013, 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, 2023, to the November 21, 2023, consent agenda for adoption.

2) Background:

Ordinance O2023-013 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, 2023, in order to establish the tax levy for fiscal year 2024.

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 3.67 percent.

A one percent increase over our actual 2023 levy amounts to \$110,698. This does not include the County Assessor's consideration of any possible adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from additional new construction, assessed utilities property value, or granting of exemptions per RCW 84.69.180. The 2024 property tax levy related to new construction is estimated to be \$404,098 based on estimated new construction of \$227,822,656. The levy rate will go from \$1.77 to an estimated rate of \$1.86 for 2024.

Since the valuations are not finalized, the 2024 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 2023 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 2024 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2023-013 Ad Valorem for Regular Property Taxes for the Fiscal Year 2024

ORDINANCE NO. O2023-013

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 2024.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 6, 2022, to consider an increase in property tax revenues from January 1, 2024 to December 31, 2024; 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 2024 levy amount was 3.670 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 2024 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 2024 tax year. This levy results in a \$110,698 increase and a 1.00% change from the 2023 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 2023, 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 21st 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:_____