



CITY OF  
**TUMWATER**

**CITY COUNCIL - AMENDED  
MEETING AGENDA**

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

**Tuesday, June 02, 2026  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: LGBTQIA2S+ Community Pride Month, June 2026
- 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 Meeting, May 5, 2026
  - [b.](#) Approval of Minutes: City Council Work Session, May 12, 2026
  - [c.](#) Approval of Minutes: City Council, May 19, 2026
  - [d.](#) Payment of Vouchers (Finance Department)
  - [e.](#) Thunder in the Valley 4th of July Fireworks Display Permit (Fire Department)
- 7. Public Hearings:**
  - [a.](#) Resolution No. R2026-004, Black Lake Belmore Rd SW Annexation (General Government Committee)
  - [b.](#) Resolution No. R2026-009, Six Year Transportation Improvement Program (Public Works Committee)
- 8. Council Considerations:**
  - [a.](#) Police Chief Confirmation (Administrative Services Department)
  - [b.](#) Service Provider Agreement with ICF Environmental Inc. for the Bush Prairie Habitat Conservation Plan - Phase 4 Amendment 1 (General Government Committee)
  - [c.](#) Canopy Equity Program (Public Works Committee)
  - [d.](#) 310 Israel Road Purchase and Sale Option Agreement (Executive Department)
- 9. Mayor/City Administrator's Report**
- 10. Councilmember Reports**

**11. Any Other Business**

**12. Adjourn**

**Hybrid Meeting Information**

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

**Watch Online**

[https://us02web.zoom.us/j/83384932230?tk=nmPY4o9xLnlkbwmhSA4I-o7HhG3DIHJ4zfsHXZVqYPA.DQkAAAATaiEXhhY3eVlzUU5IZIRBLUIIVVF6RzdiUWt3AAAAAAAAAAAAA&pwd=b1ubPLoAgsi8erPygpXzVyMNiFIJh6.1&uuid=WN\\_bZy9\\_FjSTz6XjFci0fkY7g](https://us02web.zoom.us/j/83384932230?tk=nmPY4o9xLnlkbwmhSA4I-o7HhG3DIHJ4zfsHXZVqYPA.DQkAAAATaiEXhhY3eVlzUU5IZIRBLUIIVVF6RzdiUWt3AAAAAAAAAAAAA&pwd=b1ubPLoAgsi8erPygpXzVyMNiFIJh6.1&uuid=WN_bZy9_FjSTz6XjFci0fkY7g)

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 833 8493 2230 and Passcode 581899.

**Public and Written Comment**

Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

[https://us02web.zoom.us/webinar/register/WN\\_bZy9\\_FjSTz6XjFci0fkY7g](https://us02web.zoom.us/webinar/register/WN_bZy9_FjSTz6XjFci0fkY7g)

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 , no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

**Post Meeting**

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodem meetings.com>.

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City’s ADA Coordinator directly, call (360) 754-4129 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@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: City Council  
FROM: Kelly Adams, Assistant City Administrator  
DATE: June 2, 2026  
SUBJECT: Proclamation: LGBTQIA2S+ Community Pride Month, June 2026

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1) Recommended Action:

Informational Only

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2) Background:

Pride Month, observed each June, recognizes and celebrates the LGBTQIA2S+ community and its contributions to society. It commemorates the Stonewall Riots of 1969, a turning point in the movement for LGBTQ+ rights in the United States, and highlights the ongoing work to ensure equality, dignity, and inclusion for all people. Pride Month is also a time for communities and organizations to reaffirm their commitment to creating safe, welcoming, and equitable environments for everyone.

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3) Policy Support:

Vision, Mission, Values

Partnership: We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

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4) Alternatives:

None

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5) Fiscal Notes:

Proclamations have no fiscal impact.

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6) Attachments:

A. Proclamation

# Proclamation

**WHEREAS**, the City of Tumwater is strong because of the diversity, dignity, and worth of its people. As a community, we are committed to treating everyone with respect and fairness, and to work toward a future where every person feels seen, valued, and included. Discrimination and hate are not welcome in Tumwater; and

**WHEREAS**, Tumwater has a long history of protecting civil rights. In 1993, the City took an important step by adding “sexual orientation” to its law against discrimination in housing; and

**WHEREAS**, in 1997, Tumwater became the smallest city in the country to offer domestic partnership benefits to City employees, and has continued to support fairness and inclusion through policies like the Equal Benefits Ordinance; and

**WHEREAS**, the City’s Diversity Policy Statement recognizes that embracing diversity makes our workforce stronger, improves services, reflects our community, and helps ensure the City meets the needs of all residents; and

**WHEREAS**, each June, people across the United States celebrate LGBTQIA2S+ Pride Month, honoring the community’s history and contributions, and recognizing the Stonewall Riots as a key moment in the fight for equal rights.

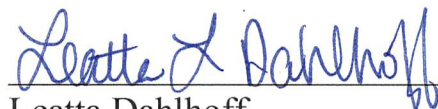
**NOW THEREFORE**, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim the month of

## June 2026

### LGBTQIA2S+ Community Pride Month

and I call upon the people of the City of Tumwater to join in celebrating diversity, promoting inclusion and equal protection under the law, and I further encourage people to join us in eliminating discriminatory policies and practices toward any culture, race, or group.

Signed in the City of Tumwater, Washington, this 2<sup>nd</sup> day of June in the year, two thousand twenty-six.

  
 \_\_\_\_\_  
 Leatta Dahlhoff  
 Mayor



# MEETING MINUTES

TUMWATER CITY COUNCIL  
May 5, 2026



**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarhout, Kelly Von Holtz and Brandon Weedon.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, Administrative Services Director Michelle Sutherland, Community Development Director Brad Medrud, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communication Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, Medical Services Officer AC Bates and Deputy City Clerk Tracie Core.

Others: Thurston County Affordable Housing Program Manager Alex Persse, President Lin Crowley Asian Pacific Islanders Coalition of South Puget Sound (APIC SPS), and Ali Fuller Intercity Transit.

**SPECIAL ITEMS:**

**PROCLAMATION:** Councilmember Swarhout read a proclamation declaring May 2026 Asian American, Native Hawaiian, and Pacific Islander Heritage (AANHPI) Month. It was officially designated in 1992 to celebrate the historical and cultural contributions of AANHPI communities across the United States.

**ASIAN AMERICAN,  
NATIVE HAWAIIAN,  
AND PACIFIC  
ISLANDER HERITAGE  
MONTH, MAY 2026**

Mayor Dahlhoff presented the proclamation to Asian Pacific Islanders Coalition of South Puget Sound (APIC SPS) President Lin Crowley.

**PROCLAMATION:  
BICYCLE MONTH,  
MAY 2026**

Councilmember Von Holtz read a proclamation declaring May 2026 Bicycle Month. Bicycling is one of the most energy-efficient forms of transportation and is a mode of transportation well suited to urban environments. Bicycle commuting reduces energy consumption, pollution and congestion and has been demonstrated to improve people’s health, well-being and quality of life.

Mayor Dahlhoff presented the proclamation to Ali Fuller from Intercity Transit and resident Bonnie Blessing.

**PROCLAMATION:  
EMERGENCY  
MEDICAL SERVICES  
WEEK, MAY 17 – 23,  
2026**

Councilmember Sullivan read a proclamation declaring Emergency Medical Services Week, May 17 – 23, 2026. Emergency medical services is a vital public service that provides lifesaving and supporting care to the people of Tumwater 24-hours a day, seven days a week. Access to quality care dramatically improves the survival and recover rate of those who experience sudden illness or injury.

Mayor Dahlhoff presented the proclamation to Medical Services Officer AC Bates.

**PUBLIC COMMENT:**

Public comment was given by resident and community member Blessing.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Meeting, April 21, 2026
- b. Payment of Vouchers
- c. Resolution No. R2026-005 Receipt Authority for the Water Quality Combined Financial Assistance Agreement (WQC-2026-Tumwat-00294) with the Department of Ecology for the Trospen Sewer Extension Project
- d. Acceptance of Barnes Lake Management District Budget & Work Plan

**MOTION:**

**Councilmember Weedon, moved, seconded by Councilmember Swarthout, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.**

**COUNCIL  
CONSIDERATIONS:**

**2026 COMMUNITY  
DEVELOPMENT  
BLOCK GRANT  
(CDBG) FUNDING  
RECOMMENDATIONS:**

Assistant Administrator Adams gave a presentation on the 2026 Community Development Block Grant (CDBG) funding recommendations. Sharing some background, fiscal information and the selection process, Assistant Administrator Adams recommended that Council give the award to the Thurston County Board of Commissioners based on the Budget and Finance Committee’s funding recommendation at their April 24, 2026, meeting. County Manager Persee helped answer questions that Council had.

**MOTION:**

**Councilmember Von Holtz moved, seconded by Councilmember Jefferson, to approve the 2026 Community Development Block Grant (CDBG) funding recommendations. Councilmember Sullivan abstained.**

**ORDINANCE NO.  
O2026-002, 2026  
HOUSEKEEPING  
AMENDMENTS:**

Director Medrud shared a presentation on Ordinance No. O2026-002, 2026 Housekeeping. He shared that the amendments to the Tumwater Municipal Code 18.56 are intended to bring the City’s essential public facilities regulations into compliance with state law. The amendments cover the following sections:

- Housing – State Department of Commerce
- Child Care Centers
- Signage
- Essential Public Facilities

**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to approve Ordinance No. O2026-002, 2026 Housekeeping Amendments. A voice vote approved the motion unanimously.**

**EMPLOYEE BENEFITS  
POLICY UPDATE:**

Director Sutherland gave a presentation on the Employee Benefits Policy Update. She shared why this update matters, the strategy behind the update, where Tumwater is compared to other local agencies and what the organizational impact would be.

Director Sutherland answered questions from Council and requested Council action to approve the Employee Benefit Policy Updates.

**MOTION:** Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve the Employee Benefits Policy Update. A voice vote approved the motion unanimously.

**MAYOR/CITY ADMINISTRATOR’S REPORT:** Mayor Dahlhoff and Administrator Simmons had no report.

**COUNCILMEMBER REPORTS:** Councilmember Jefferson, Sullivan, Swarthout, Von Holtz, Weedon gave reports.

Councilmember Agabi and Cathey had no reports.

Councilmember Jefferson gave a report and shared that the Public Works Committee met on April 23, 2026, with some of those items being on tonight’s Consent Calendar. The committee will be meeting on May 7, 2026, to discuss the following:

- Interlocal Agreement with City of Olympia, City of Lacey, and Thurston County for Implementing the South Sound Green Program
- Canopy Equity Program
- Additional Construction Funds Request with Active Construction Inc. for the 2nd Avenue Pedestrian and Bicycle Improvements project

**ADJOURNMENT:** **With there being no further business, Mayor Dahlhoff adjourned the meeting at 8:27 p.m.**

Prepared by Tracie Core, Deputy City Clerk

# MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION  
May 12, 2026



**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarhout, Kelly Von Holtz, and Brandon Weedon.

Staff: City Administrator Paul Simmons, Assistant Administrator Kelly Adams, Acting Police Chief Carlos Quiles, Jr., Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communications Director Jason Wettstein, Community Development Director Brad Medrud, Water Resources & Sustainability Director Dan Smith, Deputy Community Development Director Sharon Lumbantobing, Associate Planner Dana Bowers, Sustainability Manager Alyssa Jones Wood and Melody Valiant City Clerk.

Others: Planning Commission Chair Elizabeth Robbins, Planning Commissioner Terry Kirkpatrick, Olympia Clean Air Agency (ORCAA) Executive Director Jeff Johnston, ORCAA Communications Manager Dan Nelson and ORCAA Senior Monitoring Specialist Odelle Hadley.

**RECOGNITION OF TERRY KIRKPATRICK’S 20 YEARS OF SERVICE ON THE PLANNING COMMISSION:** Mayor Dahlhoff presented Commissioner Kirkpatrick with a certificate to celebrate his 20 years of service on the Planning Commission. Mayor, Councilmembers, Staff and fellow Planning Commissioners talked about Commissioner Kirkpatrick’s dedication to the city and the commission. They praised him for his attention to detail and all the work he has put in over the years including help to develop two comprehensive plans.

**UPDATE FROM OLYMPIC CLEAN AIR AGENCY (ORCAA):** Director Johnston with the Olympic Clean Air Agency (ORCAA) introduced himself and Communications Manager Nelson and Senior Monitoring Specialist Hadley. They are a local government

agency that is responsible for enforcing federal, state and local air pollution regulations for six counties serving over 592,000 people.

Director Johnston went over what ORCAA does for our community, including monitoring air quality, working with Tumwater businesses to help regulate sources of air pollution and helping to reduce smoke issues from indoor burning, outdoor burning and wildfire events. Director Johnston shared some of the tools on the ORCAA website including how to file a complaint or how to get a rebate for replacing an old wood stove.

**HOME ENERGY SCORE PROGRAM UPDATE:**

Manager Jones Wood presented an update to the Home Energy Score Ordinance and program. The goals of the ordinance are to:

- Increase transparency regarding home energy performance at the point of listing
- Reduce energy cost burden
- Increase the efficiency of the existing housing in Tumwater
- Support climate goals

Manager Jones Wood recapped her presentation from a Work Session earlier in the year. Since that meeting both Thurston County and the City of Olympia have passed energy score ordinances. She answered many questions that had been sent in advance from Councilmembers concerning the ordinance.

Manager Jones Wood presented four options of what to do next in the process. After a lengthy discussion, Councilmembers choose to have her bring forward at a future meeting a revised version of the regional model ordinance for Council review.

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

Mayor Dahlhoff and Administrator Simmons gave no report.

**ADJOURNMENT:**

**Mayor Dahlhoff adjourned the meeting at 7:40 p.m.**

Prepared by City Clerk, Melody Valiant.

# MEETING MINUTES



TUMWATER CITY COUNCIL  
May 19, 2026

**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Eileen Swarthout, Meghan Sullivan, Kelly Von Holtz and Brandon Weedon.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Administrative Services Director Michelle Sutherland, Acting Police Chief Carlos Quiles Jr, Community Development Director Brad Medrud, Communications Director Jason Wettstein, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith, Utility Operations Assistant Manager Cory Hale, and Deputy Director Transportation & Engineering Jeffrey Cook.

**SPECIAL ITEMS:**

**PROCLAMATION:  
PUBLIC WORKS WEEK,  
MAY 17-24, 2026** Councilmember Von Holtz read a proclamation declaring May 17-24, 2026, Public Works week. Public Works week celebrates the joint effort of the Water Resources & Sustainability Department and the Transportation and Engineering Department. Together they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering and geographic information systems.

Mayor Dahlhoff presented the proclamation to Deputy Director Cook and Manager Hale.

**PUBLIC COMMENT:** Public Comment was given by residents and community members Figueroa, Nicandri, Baker and Holthaus.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council Work Session, April 28, 2026
  - b. Payment of Vouchers
  - c. Interlocal Agreement with the Administrative Office of the Courts
  - d. Interlocal Agreement with Cities of Olympia and Lacey and Thurston County for Implementing the South Sound Green Program
  - e. Traffic and Criminal Software (TraCS) Record Sharing Agreement with Washington State Patrol
  - f. Memorandum of Understanding with the Port of Olympia for Aircraft Rescue and Firefighting Radio Equipment
  - g. Additional Construction Funds Request with Active Construction Inc. for the 2nd Avenue Pedestrian and Bicycle Improvements project

**MOTION:** **Councilmember Von Holtz, moved, seconded by Councilmember Jefferson, to approve the Consent Calendar. Motion carried unanimously.**

**COUNCIL CONSIDERATIONS:**

**ORDINANCE NO. O2026-015, TMC 2.10.040 CHIEF OF POLICE APPOINTMENT/DUTIES**

Director Sutherland presented Ordinance No. O2026-015, which amends Tumwater Municipal Code (TMC) 2.10.040 to require that the Chief of Police be appointed by a majority vote of the City Council, rather than by the Mayor. Administrator Simmons noted that three other city positions already require majority Council approval: the City Administrator, City Attorney, and Finance Director.

Acting Chief Quiles highlighted the importance of City Council confirmation for the Chief of Police, noting that a high-visibility position requires broad support from the Council, staff, and the community. Councilmembers voiced their support for the change, citing it as a measure of good governance and transparency.

**MOTION:** Councilmember Sullivan, moved, seconded by Councilmember Weedon, to adopt Ordinance No. O2026-015, Tumwater Municipal Code (TMC) 2.10.040 Chief of Police Appointment / Duties. Motion carried unanimously.

**MAYOR/CITY ADMINISTRATOR’S REPORT:** Administrator Simmons reported that last week he, along with Mayor Dahlhoff, Councilmember Sullivan, Acting Chief Quiles, and Chief Hurley, met with representatives from the Chehalis Tribe. They had a productive discussion sharing their visions and values. They plan to meet monthly to maintain an ongoing relationship.

Mayor Dahlhoff reported that the Budget & Finance Committee will meet on May 22, 2026.

**COUNCILMEMBER REPORTS:** Councilmembers Agabi, Cathey, Sullivan, Swarthout, Von Holtz and Weedon gave reports.

Councilmember Jefferson gave a report and shared that the Public Works Committee will meet May 21, 2026, to discuss the following:

- Resolution No. R2026-009, Six-Year Transportation Improvement Program
- 2026 Drought Briefing

**EXECUTIVE SESSION:** Mayor Dahlhoff recessed the meeting at 8:05 p.m. to discuss Potential Litigation pursuant to RCW 42.30.110(1)(i) for approximately 20 minutes.

**ADJOURNMENT:** Mayor Dahlhoff reconvened and adjourned the meeting at 8:25 p.m.

Prepared by City Clerk, Melody Valiant

TO: City Council  
FROM: Doug Sampson, Accounting Technician  
DATE: June 02, 2026  
SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- May 15, 2026, payment of Eden vouchers 174984 to 174992 in the amount of \$2,328.16; payment of Enterprise vouchers 190107 to 190160 in the amount of \$111,278.39 and electronic payments 907156 to 907181 in the amount of \$135,865.13
- May 22, 2026, payment of Eden vouchers 174993 to 174997 in the amount of \$1,372.97; payment of Enterprise vouchers 190161 to 190225 in the amount of \$511,728.31 and electronic payments 907182 to 907206 in the amount of \$169,979.77  
Wire payments in the amount of \$313,523.76

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 upon request from the Finance Manager. The most significant payments\* were:

<b>Vendor</b>		
Rice Fergus Miller Inc	\$24,691.80	T-2 Expansion prof svcs thru 4/30/26
The Leneker Team, LLC	\$20,112.27	Consulting svcs April/May
Bobbie & Amanda's Cleaning SVC	\$29,307.20	April Janitorial Services
Artisans Group Architecture	\$24,106.50	Lodge & City Hall combined invoice
City of Olympia	\$34,554.98	Vehicle Main March
Thurston CO Emergency MGMT	\$80,000.00	ILA 2026 Emergency Management Services.
Thurston County	\$50,346.93	2026 Thurston County Human Services Fund (HSF)

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

3) Policy Support:

- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

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.

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6) Attachments:

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

## EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 190107 through 190160 in the amount of \$111,278.39

Electronic payment Nos 907156 through 907181 in the amount of \$135,865.13

Eden

Voucher/Check Nos 174984 through 174992 in the amount of \$2,328.16

*Douglas Sampson*

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Accounting Technician – Accounts Payable

Checks dated 05/15/2026

## 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.

Enterprise ERP

Voucher/Check Nos 190161 through 190225 in the amount of \$511,728.31

Electronic payment Nos 907182 through 907206 in the amount of \$169,979.77

Wire Payments in the amount of \$313,523.76

Eden

Voucher/Check Nos 174993 through 174997 in the amount of \$1,372.97

*Douglas Sampson*

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Accounting Technician – Accounts Payable

Checks dated 05/22/2026

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: June 2, 2026  
SUBJECT: Thunder in the Valley 4<sup>th</sup> of July Fireworks Display Permit

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1) Recommended Action:

Approve the permit application by Alpha Pyrotechnics, sponsored by Tumwater Downtown Association, for the Fourth of July Fireworks public display at the Tumwater Valley Golf Course

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2) Background:

RCW 77.07 and TMC 8.30 require the Fire Chief to investigate the character and location of the potential display for hazards to persons or property. Based on the assessment, the applicant meets the requirements of TMC 8.30 Display Fireworks Requirements for operator license, insurance, and site safety plan. Based upon the vendor’s history of safe operation, the Fire Chief recommends approval of the application.

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3) Policy Support:

2026-2032 Strategic Priority: Provide and Sustain Quality Public Safety Services

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4) Alternatives:

Not to approve the permit

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5) Fiscal Notes:

There are no fiscal notes.

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6) Attachments:

- A. Public Fireworks Display Permit
- B. Site Plan
- C. Pyrotechnic Operator License
- D. General Fireworks Display License
- E. Certification of Insurance

THIS FORM IS INTENDED TO BE USED AS A GENERIC PUBLIC DISPLAY PERMIT FOR THE AUTHORITY HAVING JURISDICTION AND PYROTECHNIC OPERATORS WITHIN THE STATE OF WASHINGTON

# WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

### Applicant

Name of Event Timwaler Artesian Festival 4th of July  
 Street Address 4611 Timwaler Valley Dr. Golf Course  
 City Timwaler County Thurston  
 Event Date 7/4/26 Event Time 10:15  AM  PM  
 Applicant's/Sponsor's Name Timwaler Town Assoc. Phone No. 360-705-9795  
 Pyrotechnic Operator Audy Mihalyi License No. P 4256  
 Experienced Assistant's Name Aaron Mihalyi  
 General Display Company Name Alpha Pyrotechnics Phone No. 360-870-4802

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

### Local Fire Code Authority

Authority Having Jurisdiction City of Timwaler  
 Name of Permitting Official Brian Hurley  
 Title Fire Chief Phone No. (360) 239-3585

Permit Granted:  Yes  Yes, with Restrictions (see "Notations" below)  No

Restrictions/Notations \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signature of Permitting Official

Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

**MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION**

Tumwater 7/4/26

- 2 1/2" - 120 ea
- 3" - 250 ea
- 4" - 200 ea
- 5" - 150 ea
- 6" - 100 ea
- 8" - 16 ea
- 10" - 2 ea

\* To be delivered 7/4/26

100' / inch

- [X] 10"
- [X] 8"
- [X] 6"
- [X] 5"
- [X] 4"
- [X] 3"
- [X] 2 1/2"

putt green

putt green

security line

club house

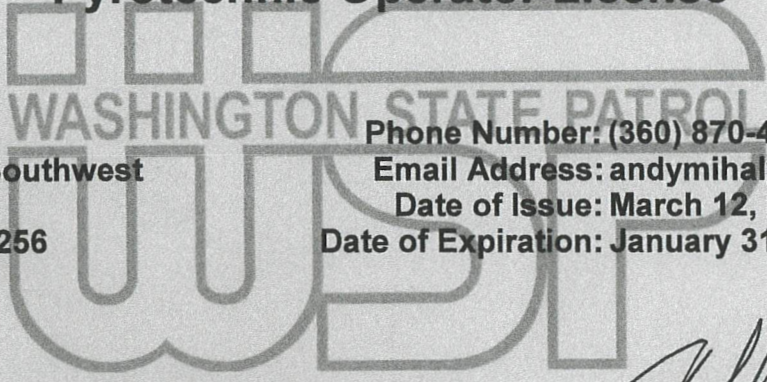
Deschutes River

[X] stage





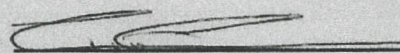
# Pyrotechnic Operator License

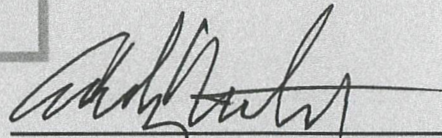


**Licensee Data**

**Andy Mihalyi**  
11525 Littlerock Road Southwest  
Olympia, WA 98512  
License Number: P-04256

Phone Number: (360) 870-4802  
Email Address: andymihalyi@hotmail.com  
Date of Issue: March 12, 2026  
Date of Expiration: January 31, 2027

  
\_\_\_\_\_  
State Fire Marshal

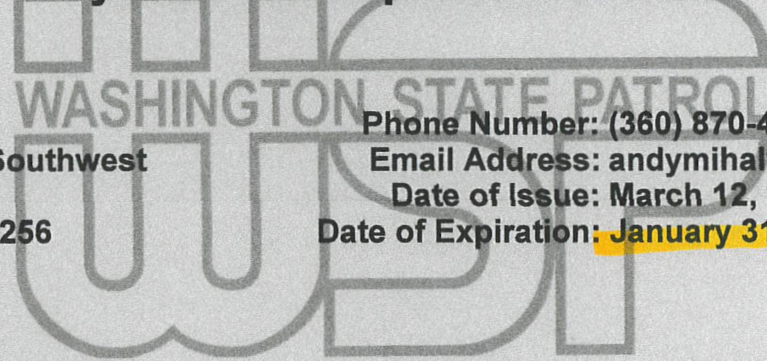
  
\_\_\_\_\_  
Licensee Signature

3000-420-043 (10/18)

Licensee Wall Mount Card



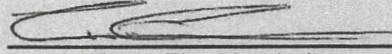
# Pyrotechnic Operator License



**Licensee Data**

**Andy Mihalyi**  
11525 Littlerock Road Southwest  
Olympia, WA 98512  
License Number: P-04256

Phone Number: (360) 870-4802  
Email Address: andymihalyi@hotmail.com  
Date of Issue: March 12, 2026  
Date of Expiration: **January 31, 2027**

  
\_\_\_\_\_  
State Fire Marshal

\_\_\_\_\_  
Licensee Signature


3000-420-043 (10/18)

General Display Employer Portion

- 1) Cut along dotted lines to release the four license cards.
- 2) All four license cards are individually legal and valid evidence of licensing.
- 3) All four cards constitute an entire license for a single operator.
- 4) The Licensee must sign all four portions of the license.
- 5) ALL four license cards are legal and valid evidence of licensing.
- 6) The Licensee must carry either the wallet (landscape) or the lanyard card (portrait).

License Number: P-04256

**Pyrotechnic Operator License**



**Washington State Patrol  
Fire Protection Bureau**

**11755P**


---

January 31, 2027      Andy Mihalyi

---


Current/Valid Until      Pyrotechnic Operator

---

      \_\_\_\_\_

State Fire Marshal      Licensee Signature

420-043 (10/18)



**11755P**

License Number: P-04256

**Washington State Patrol  
Fire Protection Bureau**

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Pyrotechnic Operator  
Licensing Type

---

January 31, 2027  
Current and Valid Until

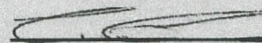
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Andy Mihalyi  
Pyrotechnic Operator

---

\_\_\_\_\_  
Licensee Signature

---

  
State Fire Marshal

3000-420-043 (10/18)



# General Display Fireworks License

### Licensee Data

Alpha Pyrotechnics  
1109 Anderson Road  
Ellensburg, WA 98926  
License Number: C-04273

### Operational Data

In State Agent: Jerel Brown  
Phone Number: (855) 955-7976  
Email Address: alphapyrotechnics@gmail.com

Date of Issue: January 27, 2026

Date of Expiration: January 31, 2027

State Fire Marshal

3000-420-041 (10/18)

\_\_\_\_\_

Licensee Signature



# General Display Fireworks License

### Licensee Data

Alpha Pyrotechnics  
1109 Anderson Road  
Ellensburg, WA 98926  
License Number: C-04273

### Operational Data

In State Agent: Jerel Brown  
Phone Number: (855) 955-7976  
Email Address: alphapyrotechnics@gmail.com

Date of Issue: January 27, 2026

Date of Expiration: January 31, 2027

State Fire Marshal

3000-420-041 (10/18)

\_\_\_\_\_

Licensee Signature



# General Display Fireworks License

### Licensee Data

Alpha Pyrotechnics  
1109 Anderson Road  
Ellensburg, WA 98926  
License Number: C-04273

### Operational Data

In State Agent: Jerel Brown  
Phone Number: (855) 955-7976  
Email Address: alphapyrotechnics@gmail.com

Date of Issue: January 27, 2026

Date of Expiration: January 31, 2027

State Fire Marshal

3000-420-041 (10/18)

\_\_\_\_\_

Licensee Signature



TO: City Council  
FROM: Dana Bowers, Associate Planner  
DATE: June 2, 2026  
SUBJECT: Resolution No. R2026-004, Black Lake Belmore Rd SW Annexation

---

1) Recommended Action:

Adopt Resolution No. R2026-004, Black Lake Belmore Rd SW Annexation.

This Resolution was recommended to move forward for a public hearing and adoption by the General Government Committee at their May 20, 2026, meeting.

---

2) Background:

Staff have prepared Resolution No. R2026-004, Black Lake Belmore Rd SW Annexation to establish the intent of the City to annex parcels 12705220200 and 12706110201 on Black Lake Belmore Rd SW, which are currently in Tumwater’s urban growth area in unincorporated Thurston County.

The following steps to approve the annexation have been completed:

- On July 15, 2025, the City Council accepted the proposed annexation petitions and required the assumption of existing City indebtedness by the area to be annexed.
- On January 28, 2026, the Thurston County Assessor certified that the sixty percent petitions were legally sufficient.

The purpose of this hearing is for City Council to hear public comments on Resolution No. R2026-004, Black Lake Belmore Rd SW Annexation at their June 2, 2026, meeting. There are no statutory requirements other than providing the applicants with an opportunity to be heard.

---

3) Policy Support:

Goal LU-2: Ensure development occurs in an orderly, effective, and cost-efficient manner to best utilize available land and public services, conserve natural resources, protect and enhance critical areas and open space, address equity and climate change, and reduce sprawl.

Policy LU-2.5 Ensure new annexations adhere to the goals and policies agreed to by Tumwater and Thurston County.

---

4) Alternatives:

- None.
- 

5) Fiscal Notes:

Fiscal impacts of the proposed annexations were discussed at the July 15, 2025, City

Council meeting.

---

6) Attachments:

A. Resolution No. R2026-004

**RESOLUTION NO. R2026-004**

**A RESOLUTION** of the City Council, of the City of Tumwater, Washington, establishing intent to annex parcels 12705220200 and 12706110201 located adjacent to Black Lake Belmore Road SW in Thurston County, Washington, to the City of Tumwater.

**WHEREAS**, on April 25, 2025, pursuant to RCW 35A.14.120, Terrence Hess, the owner of not less than ten percent in value according to the assessed valuation for general taxation of the properties described in Exhibit “A” and depicted in Exhibit “B”, notified the Tumwater City Council of his request for annexation of such properties to the City of Tumwater (TUM-25-0453 and TUM-25-0454); and

**WHEREAS**, on July 9, 2025, Tumwater staff briefed the General Government Committee on the ten percent annexation petitions, and the Committee placed the petitions on the City Council consideration calendar on July 15, 2025; and

**WHEREAS**, on July 15, 2025, at a regularly scheduled meeting, the City Council met with the initiating party, accepted the petitions to annex, determined the proposed annexation boundaries, and stated that the properties within the newly annexed area will assume a proportionate share of existing City indebtedness; and

**WHEREAS**, from July 31, 2025, to December 12, 2025, Tumwater staff coordinated with property owners and Thurston County to correct the legal description of the petition and to clarify the ownership of the property; and

**WHEREAS**, on January 23, 2026, Tumwater staff reviewed two sixty percent petitions for Annexation, found the petitions consistent with the County-wide Planning Policies, the Thurston County-Tumwater Joint Plan, and the Growth Management Act; and

**WHEREAS**, on January 23, 2026, Tumwater staff routed completed applications to the Assessor for review and a Determination of Sufficiency; and

**WHEREAS**, on January 28, 2026, the Thurston County Assessor certified that the sixty percent petitions to annex met the sufficiency requirements of RCW 35A.01.040, including the requirement that they be signed by owners of more than sixty percent in value according to the assessed valuation for general taxation of said properties; and

**WHEREAS**, on January 28, 2026, Tumwater City Clerk, after the legal description was corrected and the signature obtained on the documents met the requirements of sixty percent in value according to the assessed valuation for general

taxation of the properties and was verified by the Thurston County Assessor, filed the sixty percent petition with the City Council; and

**WHEREAS**, on May 20, 2026, the Tumwater General Government Committee scheduled a public hearing with the City Council on Resolution No. R2026-004, establishing intent to annex parcels 12705220200 and 12706110201 located adjacent to Black Lake Belmore Road SW, for June 2, 2026; and

**WHEREAS**, on May 22, 2026, the Tumwater City Clerk posted and published a Notice of Public Hearing on the petition for annexation establishing intent to annex parcels 12705220200 and 12706110201 located adjacent to Black Lake Belmore Road SW, in the manner provided by law; and

**WHEREAS**, on June 2, 2026, a duly noticed public hearing on approval of Resolution No. R2026-004, establishing intent to annex parcels 12705220200 and 12706110201 located adjacent to Black Lake-Belmore Road SW was held in the City Council Chambers of the City Hall; and

**WHEREAS**, on June 2, 2026, the City Council, having determined that annexing parcels 12705220200 and 12706110201 located adjacent to Black Lake-Belmore Road SW to the City of Tumwater would be in the public interest, for the public welfare, and in the best interest of the City of Tumwater and the residents thereof;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1.** The Tumwater City Council hereby declares its intent to annex the properties described in Exhibit “A” and depicted in Exhibit “B” attached hereto and by this reference incorporated herein as if fully set forth.

**Section 2.** It is hereby further declared that upon annexation, the properties described in Section 1 above shall be subject to existing indebtedness of the City of Tumwater.

**Section 3.** Zone districts and land use designations shall be applied to the properties described in Section 1 that are consistent with the Tumwater Comprehensive Plan.

**Section 4.** The Aquifer Protection Overlay Zone shall be applied to the properties described in Section 1 above.

**Section 5.** Upon the Thurston County Boundary Review Board’s approval of this annexation, the city attorney is directed to prepare an ordinance for council consideration annexing said properties to the City of Tumwater.

**Section 6. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 7. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TUMWATER

\_\_\_\_\_  
Leatta Dalhoff, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

Exhibit "A"Property #1

5901 Black Lake-Belmore Road SW, Tumwater, WA  
 Thurston County Assessor Number: 12705220200  
 Approximate Number of Acres: 9.72 (10.75 total annexation area)

## LEGAL DESCRIPTION

The South half of the North half of the Northwest quarter of the Northwest quarter of Section 5, Township 17 North, Range 2 West, W.M.; Except the East 30 feet for county road known as Belmore-Black Lake Road, as conveyed to Thurston County by deed recorded April 10, 1953 under Auditor's file No. 522295;

TOGETHER WITH an easement for ingress and egress over the South 30 feet of the East 239 feet of the South half of the North half of Government Lot 8 and over the South 20 feet of the West 652.51 feet of the East 932.51 feet of the South half of the North half of Government Lot 8 in Section 6, Township 17 North, Range 2 West, W.M.

EXCEPTING any portion thereof lying South of an agreed boundary established as the South line thereof which is described as follows:

Commencing at a concrete Monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West, W.M.; thence South 00° 00' 37" East along the Section line between said Section 5 and Section 6 for a distance of 651.38 feet; thence North 89° 39' 41" East for a distance of 1276.90 feet, more or less, to the West right of way line of the Belmore-Black Lake County Road and the Eastern terminus and point of beginning of this description; thence South 89° 38' 41" West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M.

EXCEPTING ALSO that portion thereof (if any) lying North of the following described line:

Commencing at a concrete Monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West, W.M.; thence South 00° 00' 37" East along the section line between said Section 5 and Section 6 for a distance of 325.38 feet; thence North 89° 39' 41" East for a distance of 1276.90 feet, more or less, to the West right of way line of the Belmore-Black Lake County Road and the Eastern terminus and point of beginning of this description; thence South 89-38-41 West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M., ALSO Resolution No. R2026-004 – Page 4 of 6

EXCEPTING county road known as Belmore-Black Lake Road along the East line of the Northwest quarter of the Northwest quarter of Section 5.

In Thurston County, Washington

Property #2

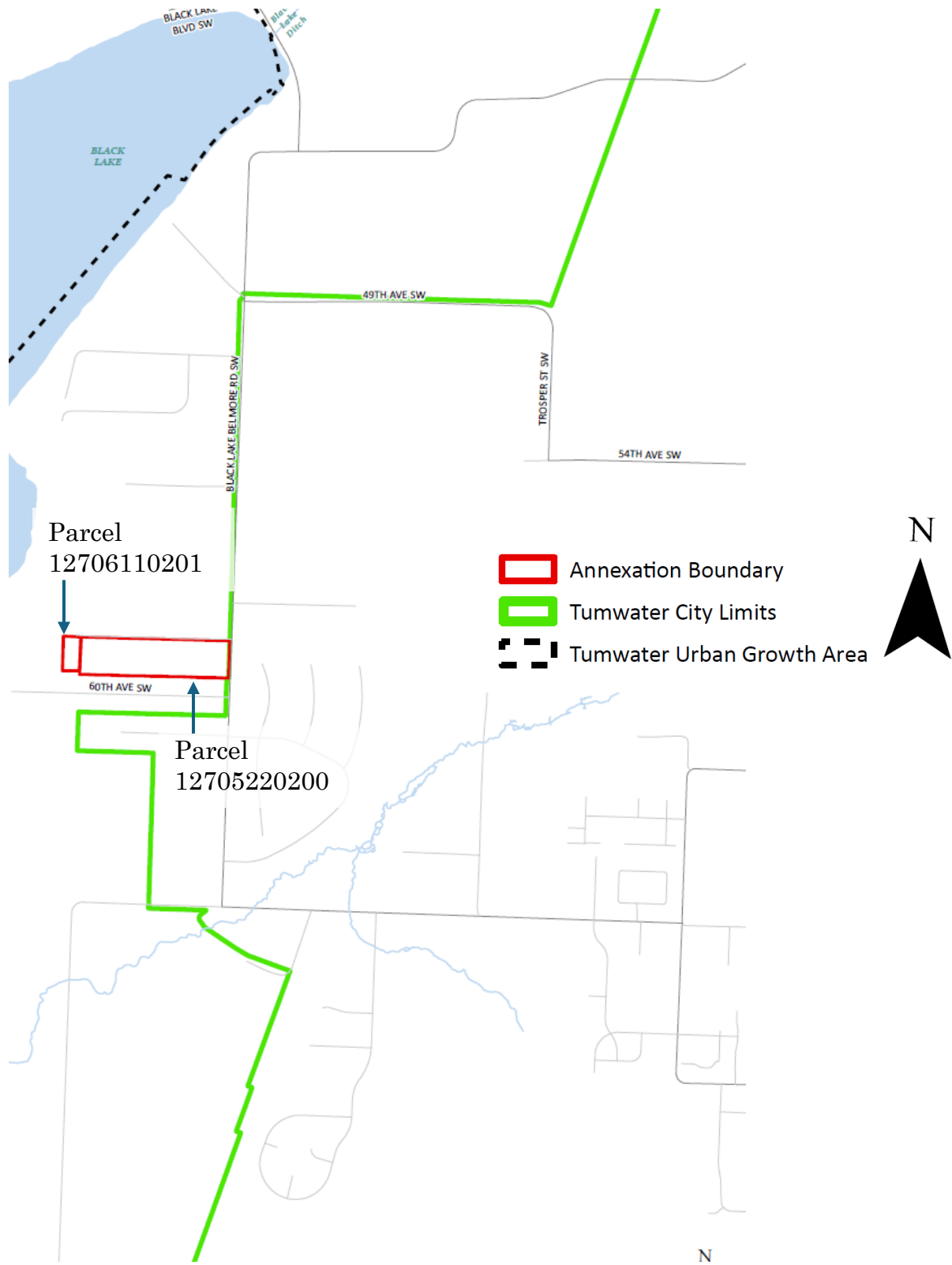
5917 Black Lake-Belmore Road SW, Tumwater, WA  
Thurston County Assessor Number: 12706110201  
Approximate Number of Acres: 1.03 (10.75 total annexation area)

LEGAL DESCRIPTION

That portion of Government Lot 8, Section 6, Township 12 North, Range 2 West, W.M., Described as follows:

Commencing at the Northeast Corner of said Section 6, Thence South 00°00'37" East 651.38 feet to a point East Line of Said Government Lot 8 Which is the true point of Beginning: Thence South 89° 38'41": West 150 feet; Thence North 00°00'37" West 326 feet; Thence North 89° 38'41" East 150 feet to the East line of Said Government Lot 8; Thence South 00°00'37 East 326 feet to the true point of Beginning; Except The South 30 feet.

Exhibit "B"



TO: City Council  
 FROM: Jeff Cook, Deputy Director of Transportation & Engineering Department  
 DATE: June 2, 2026  
 SUBJECT: Resolution No. R2026-009 – Six Year Transportation Improvement Program

---

1) Recommended Action:

Adopt Resolution No. R2026-009 – Six Year Transportation Improvement Program.

This resolution was recommended for a public hearing and adoption by the Public Works Committee at their May 21, 2026 meeting.

---

2) Background:

RCW 35.77.010 requires that each city and town adopt, annually, following a public hearing, a Six-Year TIP detailing projected needs for city transportation improvements. Any project proposed for federal or state funding must be included in this program.

The proposed 2027-2032 TIP includes transportation projects included in the City’s Comprehensive Plans, including the Capital Facilities Plan, Transportation Plan, and Recreation and Open Space Plan. It also includes projects that have been identified since the aforementioned plans were adopted. Projects are based on projected growth and available or projected funding. The timelines identified may change depending on growth and the availability of funding.

---

3) Policy Support:

**Strategic Priorities & Goals 2026-2032**

- Create and Maintain a Transportation System Safe for all Modes of Travel
  - Ensure sustainable funding to maintain and improve streets and sidewalks
- 

4) Alternatives:

- Approve the project list as presented
  - Recommend revisions to the project list.
- 

5) Fiscal Notes:

Fiscal impacts of the Six-Year TIP will be identified through the ongoing budget and Capital Facilities Plan processes. Projected funding needs and sources are identified in the TIP.

---

6) Attachments:

- A. Resolution No. R2026-009
- B. 2027-2032 TIP Project Map
- C. 2027-2032 TIP List

**RESOLUTION NO. R2026-009  
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington adopting a Six-Year Transportation Improvement Program for 2027-2032.

**WHEREAS**, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

**WHEREAS**, the Tumwater City Council held a public hearing on June 2, 2026, to consider the 2027-2032 Six-Year Transportation Improvement Program detailing projected needs for street construction; and

**WHEREAS**, the Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1. Adoption.** The City of Tumwater’s Six-Year Transportation Improvement Program for 2026-2031, attached hereto as Exhibit “A”, is hereby adopted.

**Section 2. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_ day of \_\_\_\_\_, 2026.

CITY OF TUMWATER

APPROVED AS TO FORM:

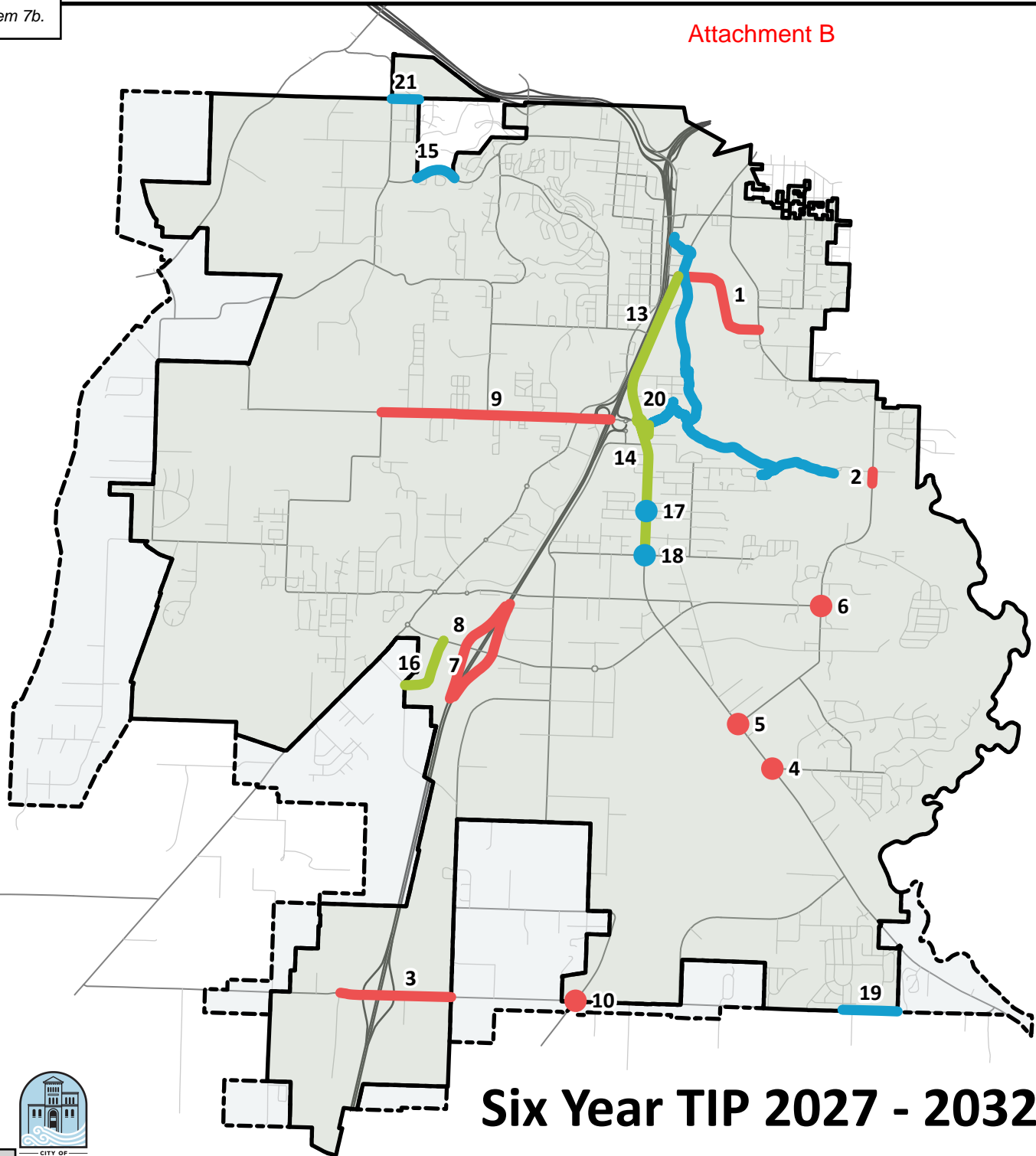
\_\_\_\_\_  
Leatta Dahlhoff, Mayor

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

Attachment B



1. E St Connection
2. Henderson Boulevard - 58th Avenue to Bridge
3. I-5 & SR 121/93rd Avenue SE Interchange Study
4. Old Highway 99 & 79th Avenue Roundabout
5. Old Highway 99 & Henderson Boulevard Roundabout
6. Tumwater Boulevard and Henderson Boulevard Roundabout
7. Tumwater Boulevard Interchange Northbound On and Off-Ramps
8. Tumwater Boulevard Interchange Southbound On and Off-Ramps
9. Trospen Road Study (Kirsop Road to I-5)
10. 93rd Avenue and Case Road Roundabout
11. Pavement Maintenance Program (not shown on map)
12. "Missing Link" Transportation Improvements Program (not shown on map)
13. Capitol Boulevard Median Reconstruction
14. Capitol Boulevard Plan, Corridor Improvements
15. Somerset Hill Culvert Replacement
16. Tye Drive Extension, Tumwater Boulevard to Prine Drive
17. X Street Roundabout
18. Dennis Street Roundabout
19. 93rd Avenue, Tigerlilly Street to City Limits
20. Deschutes Valley Trail
21. Mottman Road Improvements
22. Multimodal Program Improvements (not shown on map)
23. Safe Routes to School Program (not shown on map)

- Capacity
- Multimodal
- City Limits
- Urban Growth Area
- Capacity
- Multimodal
- Preservation / Enhancement

Six Year TIP 2027 - 2032





## Six Year Transportation Improvement Program Summary 2027 - 2032

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
<b>CAPACITY</b>										
1	E Street Connection		X	X	X	New roadway and intersection improvements connecting Capitol Boulevard and Cleveland Avenue. Project is likely to be phased, overall project costs exceed \$50 million, funding shown is for design and property acquisition for the entire project and construction of a single phase.	\$ 7,000,000	\$ 1,000,000	\$ 8,000,000	No
2	Henderson Boulevard - 58th Avenue to Bridge	X	X	X		Shared use path bridge or widening of existing bridge over the Deschutes River to add multimodal improvements in addition to a roundabout at 58th Avenue / Pioneer Park driveway for traffic calming and capacity.	\$ 680,000	\$ 120,000	\$ 800,000	No
3	I-5 & SR 121/93rd Avenue SE Interchange Study	X				Examine capacity, safety, and multimobility issues and conduct an Intersection Control Evaluation, if applicable.	\$ 173,000	\$ 27,000	\$ 200,000	Yes
4	Old Highway 99 and 79th Avenue Roundabout			X	X	Roundabout at the intersection of Old Highway 99 and 79th Avenue.	\$ -	\$ 4,700,000	\$ 4,700,000	Yes
5	Old Highway 99 and Henderson Boulevard Roundabout		X			Roundabout at the intersection of Old Highway 99 and Henderson Boulevard.	\$ 450,000	\$ 450,000	\$ 900,000	No
6	Tumwater Boulevard and Henderson Boulevard Roundabout		X			Roundabout at the intersection of Tumwater Boulevard and Henderson Boulevard.	\$ 320,000	\$ 80,000	\$ 400,000	No
7	Tumwater Boulevard Interchange Northbound On and Off-Ramps				X	Roundabout at the northbound on / off ramp. This is phase 1 of 3 for the Tumwater Boulevard Interchange project. Local funding shown is primarily mitigation fees.	\$ 1,836,000	\$ 3,664,000	\$ 5,500,000	Partial
8	Tumwater Boulevard Interchange Southbound On and Off-Ramps		X		X	Roundabout at the southbound on / off ramp. This is phase 2 of 3 for the Tumwater Boulevard Interchange project. Local funding shown is primarily mitigation fees.	\$ 2,500,000	\$ 4,000,000	\$ 6,500,000	Partial
9	Trosper Road, Kirsop Road to Interstate 5	X				Improvements to address capacity, safety, and multimodal improvements on Trosper Road. Anticipated improvements include adding bike and pedestrian improvements and roundabouts at intersections with Littlerock Road and Tye Drive / Interstate 5 ramps. Project will be phased.	\$ 400,000	\$ 100,000	\$ 500,000	No
10	93rd Avenue and Case Road Roundabout		X	X		Roundabout at the intersection of 93rd Avenue and Case Road. This project is focused on capacity and partially funded by development mitigation funds.	\$ -	\$ 1,000,000	\$ 1,000,000	No

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



## Six Year Transportation Improvement Program Summary 2027 - 2032

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
<b>PRESERVATION / ENHANCEMENT / MAINTENANCE</b>										
11	Pavement Maintenance Program	X	X		X	Maintenance and preservation of existing streets, including Transportation Benefit District projects.	\$ -	\$ 12,000,000	\$ 12,000,000	Partial
12	"Missing Link" Transportation Improvements Program		X	X	X	Infill, extend, or complete significant missing roadway segments, multimodal facilities, safety improvements, and other transportation infrastructure when it is unlikely development of associated properties will occur in the near term. Local funding shown includes development funding.	\$ 500,000	\$ 2,000,000	\$ 2,500,000	No
13	Capitol Boulevard Median Reconstruction		X		X	Reconstruction of a median on Capitol Boulevard from E Street to M Street to incorporate low water use/drought-tolerant landscaping and wider curbing for maintenance efficiency and safety.	\$ -	\$ 450,000	\$ 450,000	Yes
14	Capitol Boulevard Plan, Corridor Improvements		X	X	X	Implementation of various improvements prescribed in the Capitol Boulevard Corridor Plan. Includes right of way acquisition for properties in the alignment of a new street connecting Linda and Ruby Streets, design and construction of multimodal safety improvements, neighborhood traffic calming, and more.	\$ -	\$ 700,000	\$ 700,000	No
15	Somerset Hill Culvert Replacement		X		X	Replace a current partial fish passage barrier with a bridge. Project to include multimodal improvements.	\$ 4,000,000	\$ 300,000	\$ 4,300,000	Yes
16	Tyee Drive Extension, Tumwater Boulevard to Prine Drive		X	X	X	Extension of Tyee Drive from Tumwater Boulevard to Prine Drive. Project to be constructed and funded by private development, shown as local funding in this document. Project funding may also be determined by a development agreement.	\$ -	\$ 4,200,000	\$ 4,200,000	No

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



# Six Year Transportation Improvement Program Summary 2027 - 2032

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
<b>MULTIMODAL</b>										
17	X Street Roundabout			X	X	Roundabout at the intersection of Capitol Boulevard and X Street. This project is focused on capacity and multimodal improvements.	\$ 2,941,000	\$ 1,959,000	\$ 4,900,000	Yes
18	Dennis Street Roundabout		X	X		Roundabout at the intersection of Capitol Boulevard and Dennis Street. This project is focused on capacity and multimodal improvements.	\$ 3,167,500	\$ 1,357,500	\$ 4,525,000	No
19	93rd Avenue, Tigerlilly Street to City Limits		X		X	Reconstruction of 93rd Avenue to accommodate bike lanes and sidewalk in addition to lowering the roadway at a large hill to improve site distance for safety. Funding assumes a development agreement with expected development on abutting properties.	\$ -	\$ 3,000,000	\$ 3,000,000	No
20	Deschutes Valley Trail		X		X	Paved walking/bicycling trail connection from Tumwater Historical Park to Pioneer Park. Project will be constructed in five separate phases; Segment A1 - Tumwater Historical Park to Brewery Park (complete), Segment A2 - Brewery Park to E Street, Segment B - E Street to Tumwater Valley Golf Course, Segment C - Tumwater Valley Golf Course to Deschutes Valley Park, Segment D - Deschutes Valley Park to Pioneer Park. Project is both multimodal capacity.	\$ 10,000,000	\$ 6,650,000	\$ 16,650,000	Partial
21	Mottman Road Improvements		X		X	Multimodal and street improvements on portions of Mottman Road. This is a joint project with the City of Olympia.	\$ 1,900,000	\$ 100,000	\$ 2,000,000	Yes
22	Multimodal Improvements Program	X	X	X	X	Multimodal improvements throughout the City. Work includes sidewalk maintenance, repair, infill, ramps, pedestrian crossings and connections, bicycle improvements, shoulder widening, and traffic calming.	\$ 2,900,000	\$ 1,200,000	\$ 4,100,000	Partial
23	Safe Routes to School Program		X		X	Improve pedestrian and bicyclist safety near schools. Projects include sidewalks, lighting, flashing beacons, signage, markings, and other measures.	\$ 500,000	\$ 500,000	\$ 1,000,000	No
<b>Totals</b>							<b>\$ 39,267,500</b>	<b>\$ 49,557,500</b>	<b>\$ 88,825,000</b>	

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



# Six Year Transportation Improvement Program Summary 2027 - 2032

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
<b>Projects being removed</b>										
18	2nd Avenue Pedestrian and Bicycle Improvements				X	Construction of a roundabout at the intersection of 2nd Avenue and Linwood Avenue and multimodal improvements on 2nd Avenue from B Street to Linwood Avenue.	\$ 2,115,000	\$ 1,685,000	\$ 3,800,000	Yes
23	Percival Creek Fish Passage Barrier Removal				X	Replacement of a full barrier culvert with a four-sided box culvert. Includes roadway reconstruction and the addition of bike lanes and sidewalks.	\$ 2,000,000	\$ 400,000	\$ 2,400,000	Yes

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction

TO: City Council  
FROM: Michelle Sutherland, Administrative Services Director  
DATE: June 2, 2026  
SUBJECT: Police Chief Confirmation

---

1) Recommended Action:

Confirm the appointment of Carlos Quiles to the position of Police Chief and authorize the Mayor to sign an employment agreement with Chief Quiles.

---

2) Background:

Current Acting Police Chief Carlos Quiles has demonstrated exceptional leadership, operational expertise, and a strong commitment to both the Tumwater Police Department and the Tumwater community. He is highly respected by department employees, City staff, law enforcement partners, and community members, and has consistently demonstrated the ability to lead effectively through both daily operations and complex organizational challenges. Appointing Acting Chief Quiles as Police Chief would provide stability, continuity, and trusted leadership for the organization and the City as a whole.

Acting Chief Quiles brings more than 24½ years of law enforcement experience, including 15 years of SWAT service, reflecting a long-standing commitment to public safety, operational excellence, and collaborative policing. He was promoted to Lieutenant in 2008 and advanced to Deputy Chief on October 1, 2025. On January 3, 2026, he assumed the role of Acting Police Chief.

Since assuming this leadership position, Acting Chief Quiles has focused on fostering a culture grounded in professionalism, accountability, and selfless service, while strengthening both internal team cohesion and community engagement. He assumed command during a period of significant staffing and operational challenges, including multiple police officer vacancies and the departure of the Police Administrative Manager, which created considerable strain on departmental operations and administrative capacity.

Despite these challenges, Acting Chief Quiles has demonstrated strong leadership and achieved measurable progress across several key operational and organizational priorities.

One of the department's most significant accomplishments under his leadership was the successful implementation of the Body-Worn Camera (BWC) Program. Acting Chief Quiles led the deployment of the program within seven months, significantly accelerating implementation from the original projected timeline of approximately two years. This effort enhanced officer accountability, transparency, and evidentiary capabilities while improving public trust and operational efficiency.

Acting Chief Quiles has also made substantial progress in recruitment and staffing. Under his leadership, the department hired three new police officers, with two additional candidates currently progressing through background investigations, reducing sworn officer vacancies to three positions. He also successfully recruited and hired a Police Administrative Manager, restoring critical administrative leadership capacity. In addition, he developed, secured approval for, and hired a Police Executive Assistant position, enhancing executive-level support and improving overall departmental efficiency.

To better position the department for long-term success, Acting Chief Quiles conducted a reorganization designed to align departmental structure, operational responsibilities, and supervisory functions with the agency's forward-looking vision and strategic priorities. These efforts have improved operational coordination, clarified leadership responsibilities, and strengthened organizational resilience.

Acting Chief Quiles has also prioritized community engagement and transparency. Under his leadership, the department significantly expanded its social media presence and public communication efforts, increasing accessibility, transparency, and community awareness. He additionally commissioned and launched a professional recruitment video that has enhanced departmental visibility and generated increased interest from both lateral and certified officer applicants.

In the area of labor relations, Acting Chief Quiles has worked collaboratively with the police union to strengthen communication, build trust, and foster a partnership-oriented working relationship grounded in mutual respect and shared organizational goals.

Based on his demonstrated leadership, operational accomplishments, commitment to organizational improvement, and dedication to serving the Tumwater community, staff recommends the appointment of Acting Police Chief Carlos Quiles to the position of Police Chief.

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3) Policy Support:

City of Tumwater Mission, Vision, Values

The recommendations support the council priority of "Tumwater Excellence" to refine and sustain a great organization.

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4) Alternatives:

- Maintain current TPD structure, complete external search for Police Chief.

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5) Fiscal Notes:

Salary provided by General fund balance.

## EMPLOYMENT AGREEMENT

### Carlos Quiles, Police Chief

**THIS AGREEMENT** is entered into as of the 16th day of June, 2026, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as “City”, and Carlos Quiles, hereinafter referred to as “Employee”. For the mutual benefits to be derived, City and Employee hereby agree as follows:

**WHEREAS**, the City desires to employ the services of the Employee as the Police Chief for the City of Tumwater, as provided by Tumwater Municipal Code (TMC) 2.10.040 and the Revised Code of Washington 35A.12.020, and as hereafter amended, respectively; and

**WHEREAS**, it is the desire of the Council and Mayor of the City of Tumwater to provide certain benefits, establish benefits, establish certain conditions of employment, and set working conditions of the City; and

**WHEREAS**, it is the desire of the City to: 1) secure and retain the services of the Employee and provide inducement for Employee to remain in such employment; 2) ensure Employee’s peace of mind with future security; 3) promote high standards for ethical behavior; and 4) provide a just means for termination of Employee services at such time as Employee may be unable to fully discharge Employee’s duties or when the City desires to terminate Employee’s employment; and

**WHEREAS**, the Employee desires to accept employment as the Police Chief for the City of Tumwater, Washington;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the City and Employee agree to as follows:

**Section 1. Duties.** Employee shall perform all duties of the Police Chief as set forth in the job description (attachment “B”), City’s Personnel/Operating Policies, and other duties as may be assigned from time to time by the City Administrator or Mayor.

**Section 2. Term.** Employment is “at will” and this Agreement is for an indefinite term of employment with no guaranteed tenure. This Agreement shall be effective as specified herein upon signature by the Mayor, and shall continue until terminated as provided by law or by provisions of this Agreement.

### Section 3. Separation/Termination.

A. Employment is “at will”, and this Agreement is for an indefinite term of employment, with no guaranteed tenure. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time.

B. Employee’s employment under this agreement may be terminated upon the occurrence of any one of the following:

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a four (4) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 3(C) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 3(C) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, “cause” means Employee’s conviction of any criminal act, or the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 3(C) shall not apply.

4. Upon City’s written notice of termination to Employee, City may implement such termination as a matter of right without cause, provided that the severance provisions of Section 3(C) shall apply.

C. In the event Employee is terminated by the Mayor pursuant to the provisions of 3(B)(4) of this Agreement, City shall pay Employee a lump sum cash payment equal to six (6) months’ pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to

immediately return to City all the City's property of any kind which may be in Employee's possession.

**Section 4. Compensation – Performance Review.** The grade range for the position is Non-Represented Grade 42. Upon the effective date of this Agreement, the salary for Employee shall be a monthly salary of Seventeen thousand four hundred thirty six dollars (\$17,436) – Grade 42, Step 5, which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance evaluation will be conducted jointly by the Employee and City Administrator, at least annually and more frequently if required by the City Administrator, or if requested by Employee. Employee will be eligible for annual step increases (if the salary range for the Employee's position would allow) on the Employee's anniversary date upon the completion of a satisfactory performance evaluation. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in this Section except by mutual written agreement between the Employee and City. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

**Section 5. Hours of Work.** Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal office hours. Therefore, Employee will be allowed administrative leave during normal hours subject to approval by the Mayor.

**Section 6. Benefits.** The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with the Policy Manual and all other related documents. Employment will begin with eighty (80) hours of banked sick leave.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently twelve (12) days) as identified within the Policy Manual.

C. Vacation. Employee shall accrue vacation leave according to City policies.

D. **Medical Benefits.** The City agrees to and shall put into force for Employee, Employee's spouse or domestic partner, and dependent children, and make required payments for medical, dental, vision, life, disability, and other insurance policies in the same manner as provided to other exempt City employees.

E. **Retirement and Deferred Compensation.** Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall pay the City's contribution towards the Employee's federal social security benefits. The City shall make available to the Employee voluntary deferred compensation plans for long-term savings for retirement and shall make contributions to Employee's deferred compensation plans in the same manner as provided to other exempt City employees.

F. **Professional Development.** The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Administrator and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses.

G. **Vehicle Use.** The Employee shall have available a City-owned vehicle for use for City business. On those occasions the Employee should need to use Employee's personal vehicle for City business, the Employee will be reimbursed for mileage in accordance with the rates established within the City Personnel/Operating Policies.

H. **Uniforms/Equipment.** Employee shall be furnished the same uniforms and equipment provided to other employees of the department pursuant to the terms of their collective bargaining agreement, and shall be provided replacement uniforms as necessary. Additionally, Employee shall be entitled to all safety equipment, in a good and safe condition for Employee's use while on duty.

I. **Work related expenses.** Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel/Operating Policies. City shall provide and pay for a cell phone for business use only.

**Section 7.** **Bond.** The City shall bear the full costs of any bonds required of the Police Chief under any law or ordinance.

**Section 8.** **Professional Liability.** City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or

in Employee’s official capacity, provided the incident arose while Employee was acting within the scope of Employee’s employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee’s service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City’s choosing. In the event that the City Council of the City of Tumwater adopts an indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

**Section 9. General Provisions.**

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee’s performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 8 above.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason, or should any portion of this Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

- 1. City of Tumwater  
Mayor’s Office  
555 Israel Road SW  
Tumwater, WA 98501
- 2. Carlos Quiles: at either  
Police Department  
555 Israel Road SW  
Tumwater, WA 98501

Or  
Address on file

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Either party may change the address herein specified by giving written notice of such change to the other party in the manner provided above.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF TUMWATER

EMPLOYEE

\_\_\_\_\_  
Leatta Dahlhoff, Mayor

\_\_\_\_\_  
Carlos Quiles \_\_\_\_\_  
(Name Printed)

Attest:

\_\_\_\_\_  
Melody Valiant, City Clerk

Approved as to form:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney



## Class Title: Police Chief

**Class Code:** 409

**Department / Division:** Police Department

**Reports To:** City Administrator

**Salary Grade:** NR42

**FLSA Status:** Exempt

**Bargaining Unit:** Non-represented (Civil Service)

**FTE Status:** Salaried

**Flexible Schedule:** Remote and flexible schedule options may be available per policy and business need.

This specification describes the general nature and level of work. It is not a contract and does not list all duties.

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### Classification Summary

The Police Chief provides executive leadership and strategic direction for the City's Police Department, ensuring the safety, security, and well-being of the Tumwater community. The Chief oversees all law enforcement operations, including patrol, investigations, training, and community policing programs. This position establishes policies, manages resources, and builds partnerships that promote trust, accountability, and professional excellence in public safety services.

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### Distinguishing Characteristics

- This is a civil service executive-level classification responsible for leading all functions of the Police Department.
- The Police Chief serves as a key member of the City's Leadership Team and as the primary advisor to the City Administrator, Mayor, and City Council on law enforcement and community safety matters.
- The position is distinguished by its authority over all policing operations, budgetary and personnel decisions, and its high visibility in community engagement, public transparency, and interagency collaboration.

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### Essential Functions

#### Strategic & Departmental Leadership

- Lead the development and execution of departmental goals, policies, and operational strategies.
- Promote community-oriented policing and crime prevention programs that reflect Tumwater’s values.
- Advise City leadership on public safety trends, legal developments, and enforcement priorities.
- Oversee internal performance, accountability, and adherence to professional standards.

#### **Law Enforcement Operations & Oversight**

- Direct and manage police operations, including patrol, investigations, traffic enforcement, and training.
- Ensure compliance with state, federal, and accreditation standards.
- Oversee emergency response coordination with regional and state agencies.
- Maintain operational readiness for critical incidents and public safety emergencies.

#### **Fiscal & Resource Management**

- Develop and administer the Police Department’s operating and capital budgets.
- Oversee procurement of equipment, vehicles, and technology to support public safety operations.
- Pursue grants and manage special funding to enhance department capacity.

#### **Personnel Management & Labor Relations**

- Supervise, mentor, and evaluate command and administrative staff.
- Oversee recruitment, selection, and promotion in compliance with civil service regulations.
- Foster a workplace culture that values diversity, professionalism, and well-being.
- Collaborate with Human Resources on labor relations and employee development.

#### **Community Engagement & Transparency**

- Build and maintain trust through open communication, accountability, and outreach programs.
- Represent the City and Police Department in community meetings, regional partnerships, and media interactions.
- Champion equitable and bias-free policing practices.
- Engage in proactive dialogue with residents, schools, and businesses to enhance safety and inclusion.

Perform other related duties as assigned.

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### **Decision Rights & Problem Solving**

- Exercises executive authority over all Police Department functions, operations, and personnel.
  - Serves as the City’s highest-ranking law enforcement official and policymaker in policing matters.
  - Establishes enforcement priorities and represents the City in legal and interagency contexts.
  - Advises City leadership and Council on community safety, resource allocation, and risk management.
-

## Supervision Received / Exercised

- **Received:** Works under the administrative direction of the City Administrator with broad authority and discretion.
  - **Exercised:** Directly supervises Deputy Chiefs, Commanders, Lieutenants, and administrative staff; provides leadership for all sworn and non-sworn Police Department employees.
- 

## Key Relationships

- **Internal:** City Administrator; Mayor; Department Directors; Human Resources; Finance; and Legal.
  - **External:** State and regional law enforcement agencies; emergency management entities; local schools and businesses; community organizations; and the public.
- 

## Minimum Qualifications

1. Bachelor's degree in criminal justice, law enforcement, public administration, or a related field, and at least ten (10) years of progressively responsible experience in law enforcement, including five (5) years in a command or executive-level position; **or**
2. Equivalent combination of education and experience providing the required knowledge, skills, and abilities.

### Special Requirements:

- Valid Washington State Driver License and acceptable driving record.
  - Certification as a peace officer in the State of Washington, or the ability to obtain certification within six months of appointment.
  - Completion of command-level or executive leadership training (FBI National Academy, Northwestern University School of Police Staff & Command, or equivalent).
- 

## Preferred Qualifications

- Master's degree in criminal justice, public administration, or a related field.
  - Completion of FBI National Academy, Senior Management Institute for Police (SMIP), or equivalent.
  - Experience leading law enforcement operations in a municipal or regional agency.
  - Demonstrated success in community policing, policy reform, and strategic leadership.
- 

## Knowledge, Skills & Abilities

- Expert knowledge of modern police administration, criminal law, and investigative techniques.
- Skill in leadership, strategic planning, and emergency management.
- Strong communication and interpersonal skills with the ability to build trust and consensus.
- Ability to manage complex personnel, fiscal, and operational systems.

- Knowledge of collective bargaining, civil service law, and applicable state/federal regulations.
  - Commitment to equity, accountability, and procedural justice in policing.
- 

## Tools & Technology

- Computer-aided dispatch (CAD) and records management systems (RMS).
  - Body-worn and in-car camera technology.
  - Evidence management and digital reporting platforms.
  - Data analysis, mapping, and public transparency tools.
  - Microsoft 365 suite; incident and risk management software.
- 

## Working Conditions & Physical Demands

Work is performed primarily in an office or administrative environment. Duties may involve prolonged sitting, standing, walking, and repetitive hand or wrist movements associated with computer use. The position may require occasional bending, reaching, or light to moderate lifting of office materials or equipment.

Work may include attendance at meetings, site visits, or public events, which may require travel to various locations. Some assignments may involve interacting with the public in stressful or contentious situations or working under deadlines and competing priorities. The position requires 24-hour availability for emergency response and critical incident management. Exposure to stressful or hazardous conditions may occur during on-scene operations.

Reasonable accommodations will be provided for qualified individuals in accordance with applicable laws.

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## Equity, Safety, and Ethics Commitments

Employees are expected to perform their duties in a manner that supports equity, safety, integrity, and professionalism. This includes following all safety policies and procedures, treating coworkers and the public with respect, and conducting work ethically and responsibly.

Employees are expected to uphold public trust through fair, transparent, and lawful conduct and to contribute to a safe, inclusive, and respectful work environment.

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## Classification History

- Created/Modernized: Draft October 2025
- Prior Revisions: July 2025
- Civil Service Classification

**Approvals:**

- Administrative Services Director \_\_\_\_
- Department Director \_\_\_\_

TO: City Council  
FROM: Brad Medrud, Community Development Director  
DATE: June 2, 2026  
SUBJECT: Service Provider Agreement with ICF Environmental Inc. for the Bush Prairie Habitat Conservation Plan - Phase 4 Amendment 1

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1) Recommended Action:

Authorize the Mayor to sign the Service Provider Agreement with ICF Environmental Inc. for the Bush Prairie Habitat Conservation Plan - Phase 4 Amendment 1 for the Bush Prairie Habitat Conservation Plan.

The agreement was recommended for approval on the consideration calendar at the May 20, 2026, General Government Committee meeting.

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2) Background:

Working together with the Port of Olympia and large group of stakeholders, the City is working on the HCP Phase 4 Grant tasks and looking to complete the implementation tasks of the HCP Phase 3 Grant by preparing the Bush Prairie Habitat Conservation Plan (HCP) with consultant assistance from ICF Environmental Inc. The HCP is required as part the City and Port's incidental take permit application with U.S. Fish and Wildlife for the Olympia subspecies of the Mazama pocket gopher, the streak-horned lark, the Oregon spotted frog, and the Oregon vesper sparrow.

The goal of the HCP is to allow responsible growth to occur in the City, while providing superior species protection over what an ad-hoc, case by case permitting approach is currently providing. It is the intent of the HCP to cover all actions by private and public landowners that require City development approvals.

The HCP will allow operations and maintenance, recurring activities, and development to occur in some areas frequented by endangered species, offsetting any habitat loss with other, contiguous mitigation sites.

If the Bush Prairie HCP were not completed, development in a large portion of the City from small additions to single-family houses to larger development, as well as the City and Port's ongoing operations and maintenance activities would require individual HCPs and incidental take permits U.S. Fish and Wildlife.

The amendment to the HCP Phase 4 Service Provider Agreement with ICF Environmental Inc. will extend the term of the agreement, provide additional services described in the Service Provider Agreement, and increase the compensation paid to the consultant for providing the additional services for public engagement as well as completing the HCP and the NEPA/SEPA Environmental Review process during the extended term to allow the City and the Port to complete the HCP.

The General Government Committee was briefed on the service provider agreement on May 20, 2026, and requested that it placed on the Council consideration calendar to allow for additional information to be provided on how the costs for the agreement would be shared with the Port of Olympia and when those costs are expected to occur.

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3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Support active measures to protect and enhance Tumwater's natural environment.

Comprehensive Plan Conservation Element Policy C-15.2: Protect, preserve, and restore habitats for species identified as endangered, threatened, or sensitive by the State or federal government, giving special consideration to measures necessary to preserve or enhance suitable habitat.

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4) Alternatives:

None.

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5) Fiscal Notes:

The attached amendment to the Service Provider Agreement is part of the Phase 4 HCP federal grant administered by WDFW and an internally funded work program task.

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6) Attachments:

- A. Service Provider Agreement with ICF Environmental Inc. for the Bush Prairie Habitat Conservation Plan Phase 4 Amendment 1
- B. Presentation

**FIRST AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
BUSH PRAIRIE HABITAT CONSERVATION PLAN PHASE 4**

This First Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and ICF ENVIRONMENTAL, INC., a Delaware corporation, formerly known as ICF Jones & Stokes, Inc. ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 25, 2025, whereby the SERVICE PROVIDER agreed to provide services related to the preparation of a Habitat Conservation Plan ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, extend the term of the agreement, provide additional services described in Exhibit A-1, and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2027.

2. SCOPE OF SERVICES.

Section 1 of the Agreement shall be amended to include the additional services detailed in Exhibit A-1 attached hereto and incorporated herein.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services

described in Exhibit A-1 during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed FOUR HUNDRED FORTY-FIVE THOUSAND ONE HUNDRED SEVEN AND 91/100 Dollars (\$445,107.91) as described in Exhibit B-1. The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed NINE HUNDRED FIFTY-FOUR THOUSAND ONE HUNDRED SEVEN AND 91/100 DOLLARS (\$954,107.91).

The amount of the compensation that can be paid in 2026 as part of this amendment is limited to TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000).

4. FULL FORCE AND EFFECT.

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



## Exhibit A-1 Scope of Services

The following summarizes the scope and key assumptions associated with each remaining task reflected in the cost estimate.

### ***Task 1. Continued Public Engagement***

Task 1 includes continued stakeholder coordination and public engagement support necessary to advance the HCP and NEPA process through completion.

This task includes:

- Ongoing coordination with key stakeholders, USFWS, other agencies, and the public.
- Preparation for and participation in scheduled stakeholder meetings.
- Development of presentation materials and meeting summaries.
- Coordination with Cascadia to plan and execute in-person meetings.
- Follow-up documentation and response coordination following stakeholder discussions.

Cascadia will provide logistical and outreach support consistent with prior phases of the project.

### **Assumptions**

- Engagement activities are limited to scheduled meetings and anticipated coordination events.
- No large-scale public controversy or additional public outreach campaigns beyond the planned NEPA public review process.
- Cascadia support remains consistent with prior scope and level of effort.

### ***Task 2. Complete HCP***

Task 2 includes completion of the Habitat Conservation Plan through preparation of a revised Administrative Draft that USFWS determines is sufficient to initiate NEPA.

The anticipated steps include:

- Finalization and submission of the Administrative Draft HCP to USFWS.
- Three-month USFWS review (including HCP team, Section 7 review, and Solicitor).
- Incorporation of USFWS comments and revision into revised Administrative Draft HCP.

- Ongoing coordination with USFWS to resolve comments and refine the document.
- Preparation of a Screencheck Draft HCP for agency-level refinement.

The outcome of Task 2 is a revised Administrative Draft HCP that USFWS determines is sufficiently complete to initiate NEPA. Public release of the HCP occurs only in conjunction with publication of the Draft EA under Task 3.

**Assumptions:**

- USFWS review of Administrative Draft HCP lasts approximately three months.
- Comments are anticipated to be minor to moderate in nature due to prior coordination.
- One additional agency-level screen check review prior to NEPA initiation.
- WDFW review coordinated through USFWS.
- Two in-person coordination meetings with USFWS and/or stakeholders.
- Revisions do not require substantive restructuring of the conservation strategy.

***Task 3. Complete NEPA/SEPA***

NEPA is assumed to proceed under an Environmental Assessment (EA) pathway. USFWS ultimately determines the appropriate level of review. If USFWS determines that an Environmental Impact Statement (EIS) is required, schedule and cost would require refinement.

A 12-month EA timeline is assumed, consistent with federal review timelines and agency capacity.

Under this pathway, ICF will initiate NEPA following USFWS confirmation that the Administrative Draft HCP is sufficient to proceed. The NEPA effort will include development of the purpose and need statement and alternatives, preparation of an Administrative Draft EA, incorporation of agency comments, and preparation of a Draft EA for public release. Following publication, the project will move through public review, response to comments, preparation of a Final EA, and support for issuance of the decision document.

**Public Review and HCP Integration**

Consistent with federal practice, USFWS will publish the proposed HCP concurrently with the Draft EA. Public review therefore applies simultaneously to both documents. The NEPA phase includes a 30-day public comment period (assumed under EA), preparation of written responses to public comments (assume 60 days), coordination

with USFWS regarding any updates to the HCP resulting from comments, preparation of the Final EA, and support for the decision document. Any HCP refinements necessary as a result of the NEPA process are included in this task.

All public comment response efforts are included under Task 3 (Complete NEPA/SEPA). The HCP team will provide technical input as needed.

### **Assumptions**

- EA-level NEPA pathway.
- Approximately 12 months from initiation to Final EA.
- 30-day public comment period.
- 60 days for preparation of responses to public comments.
- Federal Register publication timing may extend overall schedule.
- Public comments are anticipated to result primarily in clarification rather than substantive changes to the conservation strategy.
- If substantive changes to the HCP are required following public review, additional schedule and cost may be required.



Exhibit B-1 – Budget

See Attached Budget Exhibit B-1.

# Service Provider Agreement with ICF Environmental Inc. for the Bush Prairie Habitat Conservation Plan - Phase 4 Amendment 1



City Council Consideration, June 2, 2026

# Request

- The General Government Committee was briefed on the service provider agreement amendment on May 20, 2026
- The Committee requested that staff provide additional information to the City Council on how the costs for the agreement would be shared with the Port of Olympia and when those costs are expected to occur



# Status of the Habitat Conservation Plan

- After a more than a year working closely with USFWS staff, the revised draft of the HCP was submitted to USFWS for their review on April 30, 2026
- USFWS' review is expected to take at least four months
- If the HCP is acceptable, then the NEPA/SEPA environmental review will be able to start, and the next phase of stakeholder and community involvement will begin



# Amendment to the Service Provider Agreement

- Completing the work on the revised draft took additional resources that had been originally allocated to the NEPA/SEPA environmental review process
- The amendment to the HCP Phase 4 Service Provider Agreement with ICF Environmental Inc. will:
  - Extend the term of the agreement
  - Provide additional services described in the Service Provider Agreement
  - Increase the compensation paid to the consultant



# Service Provider Agreement Costs

\$445,107.91 is being requested to provide additional services to complete the HCP and the NEPA/SEPA Environmental Review process and public engagement



# Service Provider Agreement Costs

The Interlocal Agreement between the City and Port is being updated concurrently to share the costs as follows:

- For budgetary reasons, the total amount of compensation that can be spent under the service provider agreement in 2026 is limited to \$200,000 and the City and Port would each provide \$100,000
- For budgetary reasons, the total amount of compensation that can be spent under the service provider agreement in 2027 is limited to \$245,107.91 and the City would provide \$122,553.96 and the Port would provide \$122,553.95



TO: City Council  
FROM: Brian Caughlan, Urban Forester  
DATE: June 2, 2026  
SUBJECT: Canopy Equity Program

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1) Recommended Action:

No action requested. This is an opportunity for discussion on the topic.

This item was recommended for discussion at a City Council meeting under the consideration calendar by the Public Works Committee at their May 7, 2026 meeting.

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2) Background:

In 2024 the city was awarded a pass-through grant from the U.S. Forest Service (River Network) to fund several programs and 50% of the Urban Forester’s salary and benefits. Milestone 3 of this grant is to plan and launch a Canopy Equity Program. Staff will implement this program by inviting residents of identified target neighborhoods to participate in the program, hosting a workshop to teach proper planting and tree care, and then distributing trees, irrigation bags, mulch, and compost to the residents. The goal of reaching out to property owners directly is to encourage them to follow through with the program. Neighborhoods were identified on the basis of grant requirements which center on equity, existing canopy, and urban heat island effect.

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3) Policy Support:

2026 City Council Strategic Plan / Be a leader in environmental health and sustainability: Implement the Urban Forestry Management Plan.

- Action 1.1 (A). Increase canopy cover in the city to expand the community and urban forest.
  - Objective 6.3. Provide education and incentives for maintaining and enhancing the number of trees in community and urban forests on private property.
- 

4) Alternatives:

For information only, no alternatives are suggested. The program was designed to meet grant requirements and has little room for alterations at this time.

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5) Fiscal Notes:

This two-year project is entirely funded through the U.S. Forest Service (River Network) grant budgeted in the General Fund (25%) and Stormwater Utility Fund (75%). The estimated cost (not including staff time) is \$67,000.

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6) Attachments:

N/A

TO: City Council  
 FROM: Paul Simmons, City Administrator  
 DATE: June 2, 2026  
 SUBJECT: 310 Israel Road Purchase and Sale Option Agreement

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1) Recommended Action:

Approve and authorize the Mayor to sign the 310 Israel Road Purchase and Sale Option Agreement.

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2) Background:

City Hall is the operational heart of our community, but its limited space hinders efficient and safe service to residents. The City now has its largest workforce ever and continues to grow to meet the needs of the growing city population, increasing demands on staff, public services, and community engagement.

Due to limitations in functional space, many offices are shared by two or more employees. The Parks and Recreation Department and the Water Resources and Sustainability Department have been forced to acquire off-site locations due to space limitations. Inadequate meeting space and limited parking constrain opportunities for collaboration and can limit public participation, making it more difficult to host community forums, manage crowd flow, and foster safe and inclusive civic engagement. Additionally, there is not adequate space for cubical working spaces to meet ADA standards, and the building needs safety and security upgrades. City Hall lacks space for lactation rooms or employee wellness activities.

On March 24th, the City Council toured City Hall to see how current working conditions hinder daily operations and limit future growth. To address this, the City hired Artisans Group Architecture and Planning for space planning services and to evaluate future options for City Hall.

On the May 27<sup>th</sup> City Council Work Session, the Artisans Group presented a summary of the findings of their space planning analysis. This analysis focused on current and future needs of the City and based on those needs developed four different scenarios for the City to consider.

**A. The Incremental Approach (Status Quo + Addition)**

Remain in the existing City Hall and continue leasing additional space as needed, with a future plan to construct a significant addition to accommodate long-term needs.

**B. New City Hall Building**

Construct a new, purpose-built City Hall facility sized to meet projected long-term needs.

**C. New Police Station**

Construct a new, standalone police facility to address law enforcement space and operational needs, while retaining City Hall in its current location.

**D. Buy an Existing Building (Scalable Investment)**

Seek to acquire and repurpose an existing building in Tumwater. During the space planning

analysis, 310 Israel Road was identified and evaluated as a potential City Hall site.

The summary of the Artisans Group Architecture and Planning analysis is attached to the staff report.

Following the presentation, the City Council unanimously gave staff direction to pursue Option D, which is to secure a Purchase and Sale Option Agreement on the 310 Israel Road property. The cost of the option agreement is \$100,000, and it will give the City exclusive rights to purchase the property for 6 months. Should the City move forward with the option to purchase, the full acquisition price will be \$15,580,000.

For the City to fully consider acquisition of this building, staff will perform a full financial analysis to better understand the cost of the debt service, revenue opportunities, and ongoing operating costs.

Additionally, the building will require some level of retrofit to meet the City's needs. While the initial scope of work with the Artisans Group provided a high-level concept plan for 310 Israel Road, additional design work and scoping out the cost of those retrofits still needs to occur.

This Purchase and Sale Option Agreement will provide the City with time to perform this additional work and gives us predictability on the acquisition price. It also gives us time to be fully transparent and receive feedback from the community along the way.

3) Policy Support:

**Vision, Mission, & Values**

People:

We embrace the diversity of people in our community and strive to ensure everyone feels valued and included. We recognize the vital contributions of our staff and foster a supportive environment that promotes growth, celebrates achievements, and retains talent to serve our community with excellence.

Learning:

We learn from experience, embrace innovation, and seek new ways to enhance City services and strengthen our community.

4) Alternatives:

- Direct staff to further re-evaluate any of the identified options or pursue a different option altogether.

5) Fiscal Notes:

The upfront cost of the Agreement Purchase and Sale Option Agreement is \$100,000. This will provide the City with exclusive rights to acquire the property within 6 months. If the City agrees to purchase the building within 6 months, the full cost of the acquisition will be \$15,580,000 (with the initial \$100,000 being credited towards the purchase). If the City moves forward with acquisition of 310 Israel Road, the City will pursue selling General

Obligation Bonds to fund both the acquisition and retrofit costs of the building. This debt capacity will be built into the budget of the City. At this time, the costs of the retrofit have not been fully developed. The 6-month option will give the City additional time to perform a full financial analysis about the cost of debt, retrofitting the building, and ongoing operational expenses and revenues. This information will be presented to the City Council in an open work session, prior to moving forward with full acquisition of the 310 Israel Road building.

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6) Attachments:

- A. 310 Israel Road – Purchase and Sale Agreement
- B. Artisans Group Architecture and Planning Summary of Deliverables
- C. Tumwater Space Planning Floor Plans

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is entered into to be effective the \_\_\_\_ day of May, 2026 (the "Effective Date") by and between Vine Street Investors – Conduit Two, LLC, a Washington limited liability company ("Seller"), and the City of Tumwater, a Washington municipal corporation, ("Purchaser").

### RECITALS

**WHEREAS**, Seller owns certain commercial real property located in Thurston County, Washington (the "Property"). The Property is commonly known as 310 Israel Road SW, Tumwater, Washington; and

**WHEREAS**, Seller desires to sell and the Purchaser desires to purchase the Property on the terms and conditions set forth herein.

### AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agreement to Purchase and Sell. Purchaser hereby agrees to purchase from Seller and Seller hereby agrees to sell to Purchaser the Property upon the terms and conditions hereinafter set forth. The Property is legally described in **Exhibit A** attached hereto. Escrow shall conform the legal description set forth in **Exhibit A** to the legal description contained in the title insurance policy to be issued pursuant to Section 4 below. The Property includes the structures and improvements thereupon, if any, and all rights and appurtenances pertaining to the Property, including, but not limited to, all easements, privileges, entitlements, rights of way and appurtenances benefitting the Property; all interest of Seller in any development rights, air rights, water rights, mineral, oil and gas and other subsurface rights; and all right, title, and interest of Seller in and to any streets, alleys, easements, and rights-of-way adjacent to the Property.

2. Closing. The transaction contemplated herein shall be closed on a date and time mutually agreed to by the parties no later than thirty (30) calendar days after Purchaser waives the Inspection Contingency (the "Closing Date"). The parties shall use the 105 8th Avenue SE, Olympia, Washington office of Thurston County Title as the escrow company for this transaction ("Escrow").

### 3. Terms of Purchase.

3.1 Purchase Price. The total purchase price for the Property is Fifteen Million Five Hundred Eighty Thousand & No/100 Dollars (\$15,580,000.00) (the "Purchase Price").

3.2 Payment of the Purchase Price. The Purchase Price for the Property is to be paid in full in cash or cash equivalent at closing.

3.3 Earnest Money. Purchaser shall deposit with Escrow earnest money in the amount of One Hundred Thousand & No/100 Dollars (\$100,000.00). The earnest money shall be deposited with Escrow no later than 5:00 pm on the second (2nd) business day following the mutual execution of this Agreement. Upon Escrow's receipt of the earnest money, Escrow shall promptly release the earnest money to Seller. The earnest money shall be non-refundable unless the transaction fails to close solely due to Seller's material breach of the Agreement. In the event the transaction fails to close for any reason other than Seller's breach of this Agreement, Seller shall be entitled to retain the earnest money. For the avoidance of doubt, Seller shall be entitled to retain the earnest money in the event Purchaser terminates this Agreement by exercising any of the contingencies established in Section 5 below, including but not limited to the Inspection Contingency. The earnest money shall be applicable to the Purchase Price at closing.

3.4 No Leases. The parties acknowledge that no leases currently govern the Property.

3.5 Closing Costs. The parties shall pay the Closing Costs as follows:

(i) Seller's Closing Costs. Seller shall be responsible for the following Closing Costs:

- (a) Half of the Escrow Fee;
- (b) Real property taxes, personal property taxes, and utilities arising prior to the Closing Date;
- (c) The cost of an ALTA standard form owner's title insurance policy;
- (d) The real estate excise tax assessed on the conveyance of the Property; and
- (e) Seller's own attorney's fees.

(ii) Purchaser's Closing Costs. Purchaser shall be responsible for the following Closing Costs:

- (a) Half of the Escrow Fee;
- (b) Real property taxes, personal property taxes, and utilities arising on or after the Closing Date;
- (c) The additional cost of an extended coverage owner's title policy (if Purchaser elects);
- (d) The cost of recording the deed of conveyance; and
- (e) Purchaser's own attorneys' fees.

#### 4. Title Insurance; Property Documents; Condition of Property.

4.1 Title Report and Insurance. Within ten (10) business days after the Effective Date, Seller will cause Thurston County Title (the "Title Company") to deliver to Purchaser a current title insurance commitment, including copies of all recorded exceptions to title referred to therein (collectively, the "Title Commitment"), showing title to the Property to be vested in Seller and committing to insure title to the Property in Purchaser by issuance of its ALTA owner's policy of title insurance in the amount of the Purchase Price.

4.2 Exceptions. Purchaser shall notify Seller of any objectionable matters in the Title Commitment within fifteen (15) days of the later of (i) Purchaser's receipt of the Title Commitment or (ii) the Effective Date. In the event Purchaser provides written objections, this Agreement shall terminate unless within ten (10) days of Seller's receipt of Purchaser's notice of such objections (i) Seller agrees, in writing, to remove all objectionable provisions on or by the Closing Date or (ii) Purchaser notifies Seller in writing that Purchaser waives any objections which Seller does not agree in writing to remove. If any new title matters are disclosed in a supplemental title report, then the preceding termination, objection, and waiver provisions shall apply to the new title matters except that Purchaser's notice of objection must be delivered within five (5) days of delivery of the supplemental report and Seller's response or Purchaser's waiver must be delivered within three (3) business days of Purchaser's notice of objections. The parties agree to extend the Closing Date to the extent necessary to permit time for these notices. Purchaser shall have the right, but not the obligation, to object to matters in the Title Commitment or any supplemental report. Those matters not objected to or for which Purchaser waived its objections shall be referred to collectively as the "Permitted Exceptions." Seller shall cooperate with Purchaser and the Title Company to clear

objectionable title matters but, except as otherwise provided herein, Seller shall not be required to incur any out-of-pocket expenses or liability, and Seller shall provide an owner's affidavit containing the information and reasonable covenants requested by the Title Company. The title policy shall contain the general exclusions and exceptions common to such form of policy.

4.3 Extended Title Insurance. Purchaser acknowledges that coverage afforded by an ALTA standard form owner's title insurance policy provides limited or no coverage for loss by reason of conflicts in boundary lines, shortage in area, encroachments, or other matters which an accurate survey would disclose. More extensive coverage through an extended policy of title insurance or additional endorsements may be available for an additional charge and subject to additional requirements imposed by the Title Company, including a survey. If Purchaser requires or desires extended title insurance or additional endorsements, then Purchaser agrees to pay all costs in excess of those charged for the ALTA standard form owner's title insurance policy, including, without limitation, increased premiums and survey costs. If a survey is required for an extended policy, Purchaser shall order the survey within five (5) days of receiving notice from the Title Company that a survey is required. Purchaser shall pay the estimated cost of the survey prior to the performance of any survey work or withdraw Purchaser's request for an extended policy.

## 5. Contingencies.

### 5.1 Inspection Contingency.

(i) Purchaser shall have the right to a one hundred eighty (180) day inspection period for the purpose of making any inquiries, examinations, and inspections or such other due diligence items as Purchaser may determine are necessary, including but not limited to the right to perform on-site investigation, invasive testing, boring, and sampling of soil and groundwater (provided that invasive testing shall require Seller's prior written consent). The inspection period shall commence upon the mutual acceptance of this Agreement. The inspection period shall expire at 5:00 pm on the one hundred eightieth (180th) day following the inspection period's commencement. Seller reserves the right to reasonably approve such inspections and to accompany Purchaser during any entry onto the Property. Purchaser shall notify Seller at least twenty-four (24) hours in advance of any entry onto the Property.

(ii) During the inspection period, Purchaser shall have the right to terminate the Agreement for any reason or no reason, in its sole discretion, by delivering written notice to Seller prior to the expiration of the inspection period. In the event Purchaser elects to terminate this Agreement prior to the expiration of the inspection period, all earnest money shall be released to Seller, and neither party shall have any further

obligation hereunder except as otherwise expressly stated. In the event that Purchaser shall fail to so terminate this Agreement prior to the expiration of the inspection period, (i) Purchaser shall have no further right to terminate this Agreement pursuant to this Section 5.1, and (ii) the closing shall occur as otherwise contemplated by this Agreement without any reduction of or credit against the Purchase Price. By waiving this "Inspection Contingency" (i.e., failing to terminate this Agreement prior to the expiration of the inspection period), Purchaser represents and warrants that Purchaser performed a comprehensive and complete inspection of the Property to Purchaser's full satisfaction.

(iii) Purchaser shall not suffer or permit any lien, claim or charge of any kind whatsoever which arises out of activities of Purchaser to attach to the Property or any part thereof. To the extent that Purchaser damages or disturbs the Property, or any portion thereof, Purchaser shall return the same to substantially the same condition which existed immediately prior to such damage or disturbance. Purchaser shall indemnify, defend, protect, and hold harmless the Seller and its respective heirs, successors, personal representatives and assigns, from and against any and all claims, expenses, losses, damages, costs (including attorneys' fees), or any other liabilities of any kind arising from or relating to any act or omission of Purchaser or its representatives, agents or contractors in the exercise of Purchaser's rights hereunder. Purchaser's obligations under this paragraph shall survive closing or the earlier termination of this Agreement.

(iv) Purchaser shall maintain (and shall cause its representatives, agents or contractors to maintain) liability and property damage insurance insuring against all liability arising out of any inspections of the Property. Each such insurance policy shall be in an amount at least equal to Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, death, and property damage, and shall otherwise be in a form and substance reasonably satisfactory to Seller. Purchaser shall provide Seller with evidence of such insurance coverage prior to any entry onto or inspection of the Property by Purchaser or any representative, agent, or contractor of Purchaser.

5.2 Financing Contingency. Purchaser's obligation to purchase the Property is conditioned on Purchaser obtaining financing acceptable to Purchaser in Purchaser's sole discretion.

5.3 Council Contingency. Purchaser's obligation to purchase the Property is conditioned on approval by the Tumwater City Council.

## 6. Documents Required from Purchaser and Seller.

6.1 Seller. On or before the Closing Date, Seller shall deliver to Escrow (and Purchaser as provided below) the following documents:

(i) An executed and recordable statutory warranty deed conveying fee title to the Property to Purchaser subject only to the Permitted Exceptions and an accompanying Real Estate Excise Tax Affidavit;

(ii) Any affidavits, certifications, or instruments, including any lien affidavits or mechanic's lien indemnifications, duly executed and acknowledged by Seller, as reasonably may be required by the Title Company in order to issue the title policy; and

(iii) Such other documents as are reasonably required or requested by Purchaser or Escrow to complete the transactions contemplated by this Agreement.

6.2 Purchaser. On or before the Closing Date, Purchaser shall deliver to Escrow the following documents:

(i) An executed Real Estate Excise Tax Affidavit; and

(ii) Such other documents as are reasonably required or requested by Seller or Escrow to complete the transactions contemplated by this Agreement.

## 7. Conditions to Close.

7.1 Conditions in Favor of Purchaser. Purchaser's obligation to close is conditioned upon the satisfaction by Seller or waiver by Purchaser of the following conditions:

(i) Seller has delivered each of the documents described in Section 6.1 above as and when required therein;

(ii) Seller has performed all of its obligations under this Agreement;  
and

(iii) All representations and warranties of Seller are true and correct in all material respects as of the Closing Date.

7.2 Conditions in Favor of Seller. Seller's obligation to close is conditioned upon the satisfaction by Purchaser or waiver by Seller of the following conditions:

(i) Purchaser has delivered documents to Seller as is required by Section 6.2 above as and when required therein;

(ii) Purchaser has performed all of its obligations under this Agreement, including but not limited to delivering the Purchase Price; and

(iii) All representations and warranties of Purchaser are true and correct in all material respects as of the Closing Date.

7.3 Failure of Conditions. In the event any of the conditions set forth in Section 7.1 or Section 7.2 above are not satisfied or waived by the Closing Date, the party entitled to benefit of such condition shall have the right to terminate this Agreement by giving written notice of such termination to the other party. In the event of such termination, all documents delivered hereunder shall be returned to the delivering party.

8. Condition of the Property. The Property is being sold "AS IS, WHERE IS, AND WITH ALL FAULTS," and without representation or warranty, except as expressly provided herein. Seller expressly disclaims, which Purchaser hereby acknowledges and accepts, any implied warranty of condition, habitability, merchantability or fitness for a particular purpose or use. Purchaser acknowledges that the foregoing disclaimers include, but are not limited to, disclaimers of any representations or any express or implied warranties that the Property is suitable for development and that the Property has access to water, sewer, electricity, or gas service sufficient to enable the Property to be developed. Purchaser agrees that, to the extent Seller is required to provide documents or other Property-related information, Seller's obligation shall extend only to those documents (or other information) in Seller's possession and that Seller otherwise has knowledge and control of, and Seller shall not be obligated to obtain any documents not currently in Seller's possession or control. Purchaser acknowledges that (i) Purchaser is being given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents, contractors, engineers or consultants of Purchaser's choosing; (ii) Purchaser will inspect and investigate the Property and engage such qualified agents, contractors, engineers or consultants, including, without limitation, environmental consultants, as Purchaser deems necessary to make all appropriate inquiries regarding the condition of the Property and adjacent property, including, without limitation, the presence thereon, or the condition thereof with respect to, any hazardous materials; and (iii) if Purchaser does not terminate the PSA prior to the expiration of the inspection contingency, then at closing, Purchaser is acquiring and accepting the Property in its then-existing condition on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis, with no right of set-off or reduction in the Purchase Price other than as expressly set forth herein.

9. Effect of Termination. In the event this Agreement is terminated prior to the Closing Date for any reason, the parties shall have no further obligation to each other under this Agreement, except as otherwise provided herein.

10. Possession. Purchaser shall be entitled to possession of the Property on the Closing Date.

11. Representations and Warranties of Seller and Purchaser.

11.1 Representations of Seller. Seller represents and warrants to Purchaser as follows:

(i) As of the Closing Date Seller will be the sole owner of fee title to the Property subject to the Permitted Exceptions;

(ii) Except as otherwise disclosed, Seller has not committed nor obligated itself in any manner whatsoever to sell, transfer, or convey the Property or any interest therein to any party other than Purchaser, and Seller shall not until termination of this Agreement accept any offer from third parties to lease or purchase the Property;

(iii) This Agreement and all instruments and documents to be executed pursuant to this Agreement are, and upon the Closing Date will be, duly executed and delivered by Seller;

(iv) No consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement by Seller that will not be obtained by the Closing Date;

(v) Seller has all requisite power, authority, and legal right to execute, deliver and perform the terms of this Agreement. This Agreement has been duly authorized by all necessary acts of Seller and constitutes valid and legally binding obligations of Seller enforceable in accordance with its respective terms; and

(vi) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition or suffered the filing of any involuntary petition by Seller's creditors under Title 11 of the U.S. Code, as now constituted or hereafter amended, or under any other applicable federal or state bankruptcy law or other similar law; (iii) suffered the appointment of a receiver to take possession of all, or substantially all, of Seller's assets or the Property; (iv) suffered an attachment, execution or other judicial seizure of all, or substantially all, of Seller's assets or the Property; or (v) submitted to any action indicating an inability to meet its financial obligations as they accrue.

These representations and warranties of Seller shall survive closing for a period of one year.

11.2 Representations of Purchaser. Purchaser represents and warrants to Seller as follows:

(i) Binding Obligation. This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser is duly organized and validly existing under the laws of the state of its formation. Purchaser has the right and authority subject to approval by its City Council to execute and enter into this Agreement and to perform the obligations herein. The execution and performance of this Agreement will not (i) violate or conflict with any law, regulation, statute, ordinance, code, or any order, judgment, writ, injunction, decree, or award of any court or other governmental authority; or (ii) violate or result in the breach of any contract or other agreement to which Purchaser is bound.

(ii) Third-Party Consents. No consent, approval or authorization by any individual or entity or any court, administrative agency or other governmental authority is required in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated by this Agreement by Purchaser that has not been obtained.

(iii) Sufficient Funds. Contingent on obtaining financing, Purchaser will have sufficient funds to close the transaction contemplated hereby. Moreover, Purchaser has sufficient assets to meet its obligations under this Agreement, including payment of the Purchase Price.

These representations and warranties of Purchaser shall survive closing for a period of one year.

12. Adjustments and Pro-rations. The following adjustments and pro-rations will be made at closing and reflected, where appropriate, on the settlement documents:

12.1 Taxes. All real estate and personal property taxes attributable to the Property will be prorated at closing.

12.2 Utilities. All utilities charged to the Property will be prorated at closing.

12.3 Insurance. Purchaser understands that Seller will cause all property and liability insurance currently being carried by Seller to be canceled at closing, and Purchaser will be solely responsible for obtaining new insurance coverage with respect to the Property as of closing.

12.4 Survival. The parties' obligations under this Section 12, to the extent not fully discharged by or through closing, will survive closing and remain fully enforceable thereafter.

13. Brokerage Commission. Seller and Purchaser each represent and warrant to the other that they have not been represented by a broker in connection with this transaction. Seller agrees to indemnify, defend, and hold Purchaser harmless from any commission due from Seller as a result of any agreement entered into by Seller. Purchaser agrees to indemnify, defend, and hold Seller harmless from any commission due from Purchaser as a result of any agreement entered into by Purchaser.

14. Environmental Matters.

14.1 Operation before Closing Date. Seller agrees that, prior to the Closing Date, it will not negotiate or enter into any voluntary agreements or orders with any governmental authority, except as otherwise required by law or at the direction of environmental regulatory agencies, and then only with notice to Purchaser.

14.2 Seller Release. Purchaser hereby waives, releases, covenants not to sue, and forever discharges Seller, its officers, directors, contractors, employees, agents, and any other persons acting on behalf of Seller, of and from any and all claims, Losses, damages, expenses, costs, causes of actions, investigations, governmental action, judgments, orders, decrees, civil penalties, awards, or any other liabilities of any kind or character, known or unknown, foreseen or unforeseen, which Purchaser now has or which may arise in the future on account of or growing out of or in connection with any physical characteristics or existing condition of the Property, including without limitation subsurface conditions, solid and hazardous wastes, and the presence of Hazardous Substances upon, under, over, at, or emanating from or alleged to be emanating from the Property. Seller shall have no duty to defend or to indemnify Purchaser from any claims, causes of action or liabilities whatsoever asserted against Purchaser by a third party, including but not limited to claims by a private party or governmental entity alleging loss or seeking contribution or any other relief under any Environmental Law, statute, or common law.

14.3 Reservation. Upon the Closing Date, Seller reserves all its rights and defenses against any non-parties to this Agreement, including but not limited to the right to seek cost recovery or contribution under the Washington state Model Toxics Control Act, RCW 70.105D *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended 42 USC § 9601 *et seq.*, or any other Environmental Law, statute or common law, regarding the presence, investigation or cleanup of any Hazardous Substance on, at, under, around or migrating from the Property.

14.4 Definitions. The following terms shall have the following meanings:

“Losses” shall include, without limitation: (a) damages for injury or death of any person caused by, arising out of, or relating to the Hazardous Substances; (b) governmental oversight costs, penalties, or fines relating to the Hazardous Substances; (c) the cost of any investigation, removal, remedial action or other response action with respect to Hazardous Substances that: (i) is required by Environmental Laws; (ii) is required by judicial order or by administrative order or agreement with any governmental authority; (iii) is conducted voluntarily by Purchaser or any third party; or (iv) is necessary or otherwise is reasonable under the circumstances; and (d) all attorneys’ fees and costs incurred on account of or related to any of the foregoing.

“Hazardous Substances” means any waste, pollutant, contaminant, chemical, petroleum product, pesticide, fertilizer, substance or material that: (i) after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities; or (ii) is defined, classified, or designated as hazardous, toxic, radioactive, dangerous, or other comparable term or category under any Environmental Laws.

“Environmental Laws” means all federal, state, and local laws, statutes, rules, regulations, ordinances and codes, and any judicial or administrative interpretation thereof or requirement thereunder, including any judicial or administrative order, by any governmental authority, relating to the regulation or protection of human health, safety, the environment, and natural resources, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. §§ 5101 *et seq.*), the Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Clean Water Act (33 U.S.C. §§ 1251 *et seq.*), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 *et seq.*), the Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), the Occupational Safety and Health Act (29 U.S.C. §§ 651 *et seq.*), the Emergency Planning and Community Right-To-Know Act (42 U.S.C. §§ 11001 *et seq.*), and any similar or comparable state or local laws, including, without limitation, the Washington State Model Toxics Control Act (Chapter 70.105D RCW).

14.5 Environmental Documents. Within five (5) days following the Effective Date, Seller shall provide, without representation or warranty, Purchaser with any and all reports and written materials currently in Seller’s possession or control prepared pursuant to any environmental investigations of the Property (“Environmental Documents”).

14.6 Survival; Enforcement. The provisions of this Section 14 shall survive closing.

15. Pre-Closing Covenants. The parties hereby make the following pre-closing covenants.

15.1 Maintenance of the Property. During the time between the Effective Date and the Closing Date, Seller shall continue to perform its obligations with respect to the Property as required under any applicable leases.

15.2 Leases. After the Effective Date of this Agreement, Seller agrees that it will not enter into any new lease, or modify any existing lease, for any portion of the Property, without first obtaining Purchaser's consent, which shall not be unreasonably withheld.

16. Remedies. Notwithstanding any provision herein contained to the contrary, if the closing fails to occur by reason of Seller's default, Purchaser's sole remedy shall be to terminate this Agreement and to receive a refund of the earnest money and Seller shall be responsible for all title and escrow costs incurred by Purchaser in performance of this Agreement. In the event the transaction contemplated herein fails to close by reason of Purchaser's default or the failure to satisfy any closing condition or obligation hereunder, then Seller's sole remedy shall be to terminate this Agreement and to retain the earnest money and Purchaser shall be responsible for all title and escrow costs incurred by Seller in the performance of this Agreement.

17. Damage; Condemnation.

17.1 Risk of Physical Loss. Risk of physical loss to the Property shall be borne by Seller prior to the Closing Date and by Purchaser thereafter. If before the Closing Date, the Property is damaged by fire, flood, earthquake or other casualty in a total sum amount of One Hundred Thousand Dollars (\$100,000.00) or more, Purchaser may, at its option, elect not to acquire the Property. If Purchaser does not so elect or if the total sum damage involved is less than One Hundred Thousand Dollars (\$100,000.00), Purchaser shall close the transaction if Seller has insurance proceeds in at least that amount relating to such damage and the right to collect and assign the same to Purchaser. If damage in excess of One Hundred Thousand Dollars (\$100,000.00) occurs and Purchaser elects not to purchase the Property, then this Agreement will terminate, whereupon the earnest money will be released to Seller, and both parties will be relieved of any further obligations hereunder, except for those obligations which expressly survive any termination hereof.

17.2 Condemnation. If, before the Closing Date, any governmental entity shall commence any actions of eminent domain or similar type proceedings to take any

portion of the Property that the Purchaser reasonably believes would materially adversely affect the Property, Purchaser shall have the option either to (a) elect not to acquire the Property or (b) complete the acquisition of the Property, in which event Purchaser shall be entitled to all the proceeds of such taking. If Purchaser elects not to acquire the Property pursuant to this Section 17.2, then this Agreement will terminate, the earnest money will be released to Seller, and both parties will be relieved of any further obligations hereunder, except for those obligations which expressly survive any termination hereof.

## 18. Miscellaneous.

18.1 Assignment. Purchaser shall not have the right to assign this Agreement or any of its rights hereunder without Seller's prior approval, which may be withheld, conditioned, or delayed at Seller's sole discretion. If Purchaser assigns this Agreement, then Purchaser will remain responsible for performing each and every obligation of Purchaser hereunder (including but not limited to obligations set forth in Section 14). This Agreement shall be binding and shall inure to the benefit of the permitted successors and assigns of the parties to this Agreement.

18.2 Non-merger. The terms of this Agreement, including all warranties, covenants, and conditions, shall not merge into the deed or other conveyance instrument delivered by Seller to Purchaser on the Closing Date, but shall survive closing of the purchase and sale transaction described in this Agreement.

18.3 Attorney's Fees. In any action or proceeding between the parties hereto concerning or arising out of this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees, expert witness' fees, consultant fees, and other reasonable expenses incurred in connection with such action or proceeding, in addition to its recoverable court costs (including but not limited to in bankruptcy and any appeal).

18.4 Notices. Any notice required or permitted to be given hereunder shall be in writing and may be (a) personally delivered, (b) sent by reputable overnight courier, or (c) sent by United States Mail. Copies of all notices shall be sent via email transmission. Notices shall be deemed to have been given (i) on the day of personal delivery if a business day, or if not, on the next business day, (ii) the next business day if sent by overnight courier, or (iii) two (2) business days after having been deposited in the United States mail, return receipt requested, postage prepaid and properly addressed, if sent by United States mail; provided, notices shall not be deemed delivered until the date the email copy of the notice is transmitted. Addresses for notice by overnight courier or for notice by United States mail and facsimile numbers are as follows:

If to Seller:

Vine Street Investors – Conduit Two, LLC  
PO Box 430  
Arlington, WA 98223  
Attn:  
Email:

With copy to:

Adams & Duncan, Inc., P.S.  
3128 Colby Avenue  
Everett, WA 98201  
Attn: Carl Schremp  
Email: [Carl.Schremp@AdamsLawyers.com](mailto:Carl.Schremp@AdamsLawyers.com)

If to Purchaser:

The City of Tumwater  
555 Israel Rd SW  
Tumwater, WA 98501  
Attn: Paul Simmons, City Administrator  
Email: [PSimmons@ci.tumwater.wa.us](mailto:PSimmons@ci.tumwater.wa.us)

With Copy to:

The City of Tumwater  
555 Israel Rd SW  
Tumwater, WA 98501  
Attn: Karen Kirkpatrick, City Attorney  
Email: [KKirkpatrick@ci.tumwater.wa.us](mailto:KKirkpatrick@ci.tumwater.wa.us)

Either party may change its address for notice by giving the other party written notice thereof as herein provided.

The term “business day” as used herein shall mean any day on which national banks located in Everett, Washington are open for business, excluding Saturdays. All times specified herein refer to Pacific Standard Time or Pacific Daylight Time as applicable.

18.5 Integration. This Agreement and other documents expressly incorporated herein by reference contain the entire and exclusive understanding and agreement between the parties relating to the matters contemplated hereby and all prior

or contemporaneous negotiations, agreements, understandings, representations, and statements, oral or written, are merged herein and shall be of no further force or effect.

18.6 Titles and Captions. Titles and captions are for convenience only and shall not constitute a portion of this Agreement.

18.7 No Waiver. No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

18.8 Modifications. Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

18.9 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18.10 Time of the Essence. Time is hereby expressly made of the essence of this Agreement and each provision hereof.

18.11 No Third-Party Benefit. This Agreement is intended to benefit only the parties hereto and no other person or entity has or shall acquire any rights hereunder, except as set forth in Section 18.1.

18.12 Counterparts. This Agreement and any documents required to be executed by the parties hereunder may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument as though all signatures appeared on one document.

18.13 Governing Law and Choice of Forum. This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Washington without reference to the principles of conflicts of laws. Venue for any dispute that arises under or with respect to this Agreement shall be exclusively in the State courts located in Thurston County, Washington. Each party hereby expressly

consents to the personal jurisdiction of such courts in such dispute and irrevocably waives any objection to such venue based on *forum non conveniens* or other rule of law.

18.14 Recitals and Exhibits. The Recitals above and the Exhibits attached hereto are hereby incorporated into this Agreement

18.15 Equal Participation in Drafting and Independent Legal Counsel. The parties have each participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that such party drafted the ambiguous language. The parties acknowledge that they have had adequate time and opportunity to seek and consult with independent legal counsel to advise them of their rights and liabilities with regard to this Agreement and the corresponding documents.

*[signature page to follow]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Purchase and Sale Agreement effective as of the Effective Date written above.

**SELLER**  
**VINE STREET INVESTORS – CONDUIT TWO, LLC**

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By:  
Its:

**PURCHASER**  
**THE CITY OF TUMWATER**

---

By:  
Its:

**EXHIBIT A**

**LEGAL DESCRIPTION**

[Section 02 Township 17 Range 2W Quarter NW SW Binding Site Plan BRIGHTON  
PARK POINT PLAZA EAST 4/5/6 LT 1 BSP2-01TW 3506827]

Situate in County of Thurston, State of Washington



## CITY OF TUMWATER LOCATION PLANNING OPTIONS DELIVERABLE

### MEETING – City Council Planning Work session Meeting

05.26.26 | 6pm

City Hall Council Chambers

### ATTENDEES

Artisans Group Architecture + Planning

City of Tumwater Councilmembers

Leatta Dalhoff – Mayor

Paul Simmons – City Administrator

### SUMMARY

#### A. WORK DONE TO DATE:

- A1.1 Assessed the City Hall's current, 10 year and 20 year needs with a detailed survey analyzing FTE's, conference rooms, accessory space needs, department adjacencies and other miscellaneous needs.
- A1.2 Built a spreadsheet to analyze the needs of each department and the city as a whole.
- A1.3 Meeting with executive team to review survey needs and tour existing City Hall building.
- A1.4 Designed an adjacency bubble diagram from the data provided by the departments.
- A1.5 Toured 310 Isreal Road to understand scope, scale, and building condition.
- A1.6 Received AutoCAD drawings of the 310 Isreal Road building, reviewed them for completeness with the existing conditions from the walkthrough.
- A1.7 Layout of preliminary space plan (test fit) to see if the building is a good fit for the City Hall program. Worked through two options to determine best way to format building spaces to allow for future additional tenant use of leftover spaces.
- A1.8 Evaluate other building type options, compare and contrast between each option
- A1.9 Develop an Opinion of Probable cost for each of the four options. Included forecasting inflated costs for a 5 year development outlook.
- A1.10 Conducted an analysis of existing parking and parking for Isreal Road building and future parking needs.
- A1.11 Review and summarize 2015 masterplan document
- A1.12 Create assets for city council meeting, locate similar existing building imagery to help councilmembers visualize the space and future vision.
- A1.13 Put together material mood board of product samples that reflects Tumwater's natural landscapes and Pacific Northwest vibes.
- A.1.14 Meet with city department executive team to present findings and gather feedback
- A1.15 Meet with council members to present options for review and ask for direction and next steps.

#### B. NEXT STEPS:

- B1.1 Receive AutoCAD drawings for existing City Hall building, review for completeness to existing building.
- B1.2 Assess the Police Department and Fire Departments current, 10 year and 20 year needs with a detailed survey analyzing FTE's, conference rooms, accessory space needs, department adjacencies and other miscellaneous needs.
- B1.3 Layout a preliminary space plan (Test Fit) for the existing City Hall building planning a future life as a Public Health and Safety Complex.

## Summary of Tumwater City Hall Future Location Planning Options

### 1. Background & The Current Space Crisis

- The 2015 Masterplan is no longer sufficient due to significant city growth.
- Current 2026 needs dictate an 80,000 square foot requirement, split into 48,000 square feet for City Hall and 32,000 square feet for the Police Station.
- There is a severe parking bottleneck on the existing site with only 74 total parking spaces.
- With 87 current Full-Time Employees (FTEs), the site is under-parked even before accommodating citizens or new police vehicles.
- Expanding on the current site would trigger significant off-site infrastructure costs, including sewer, water, road, and traffic improvements.

### 2. Proposed Planning Options

- **Option A: The Incremental Approach (Status Quo+).** The City would make no major changes immediately, continue paying \$14,063 monthly for temporary leases, and eventually build a large addition. This poses a logistical nightmare, worsens the parking crisis, requires tree removal, and fails to immediately address modern security standards.
- **Option B: New City Hall Building.** The City would construct a new 60,000 square foot building specifically tailored to a 20-year outlook. While this maximizes efficiency, it requires a 5-7 year timeline, necessitates a ballot measure for funding, and finding a centralized site would be difficult.
- **Option C: New Police Station.** The City would build a new, state-of-the-art facility for the police. This provides a safe, essential facility, but it carries a high price tag, risks community pushback on the location, and still requires retrofitting the existing building for City Hall.
- **Option D: Buy an Existing Building (Scalable Investment).** The City would purchase an existing 95,000 square foot property at 310 Israel Road SE. This option offers a quick turnaround of under two years, covers a 40-year outlook, generates revenue by leasing excess space, and creates a centralized campus corridor.

### 3. Cost & Feasibility Comparison

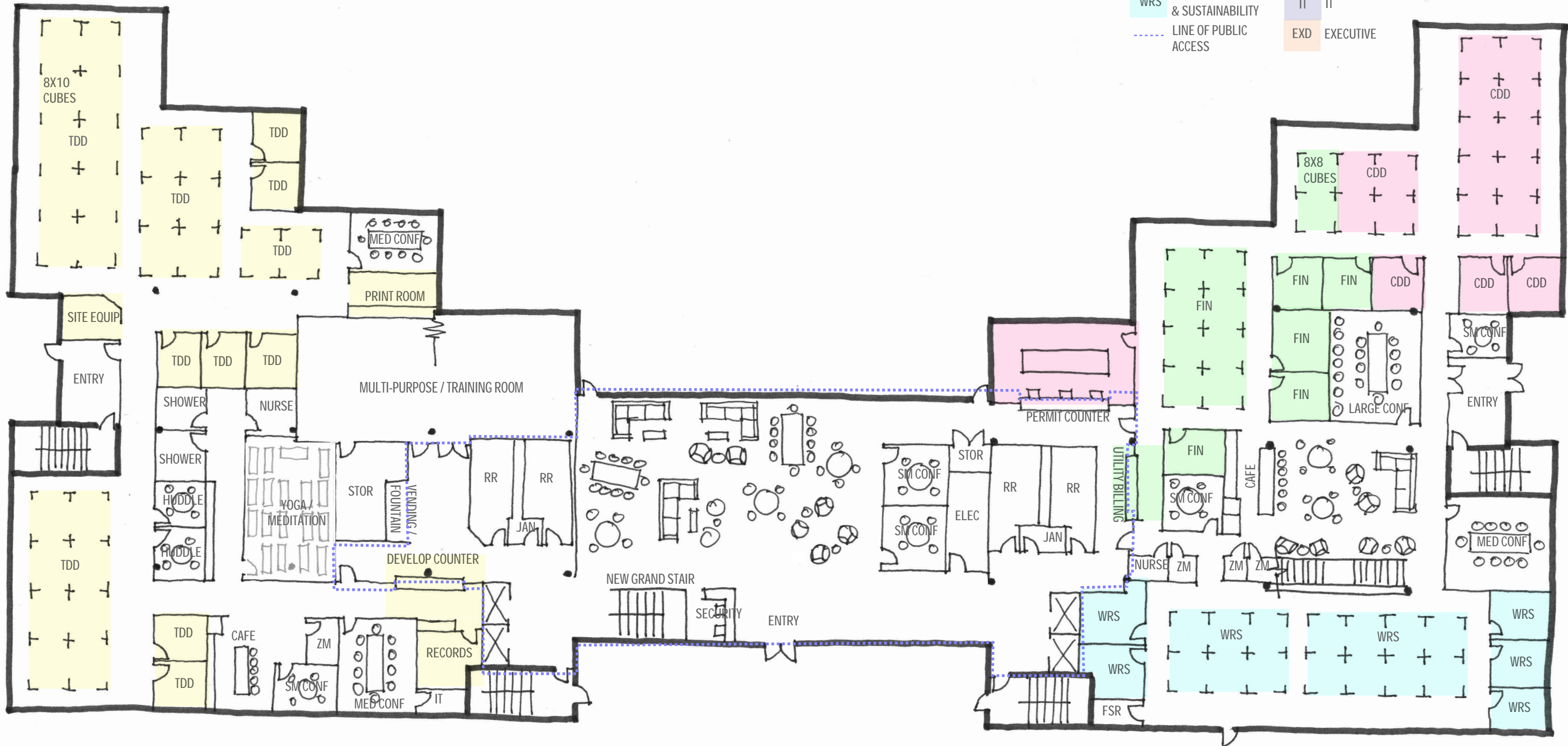
- **Option A Cost:** \$48 Million in today's dollars, escalating to \$73.8 Million in 5 years due to inflation. It has a very high cost-per-square-foot and slow speed.
- **Option B Cost:** \$50 Million in today's dollars, escalating to \$69.3 Million in 5 years. It offers medium long-term ROI but high offsite improvement costs.
- **Option C Cost:** \$42.8 Million in today's dollars, escalating to \$65.9 Million in 5 years. It has a low long-term ROI and high offsite improvement costs.
- **Option D Cost:** \$32 Million in today's dollars, requiring \$0 in offsite improvements. It is the most cost-effective option, offers fast delivery, solves the parking issue with 351 spaces, and provides high ROI through rental income.

### 4. Programming & Future Space Needs

- Staffing levels are projected to grow rapidly, increasing from the current 87 FTEs to 124 FTEs in 10 years, and reaching 155 FTEs in 20 years.
- To accommodate the 10-year growth projection, the necessary space requirement is 48,000 square feet, which includes a 1.15 efficiency factor to account for hallways, restrooms, and mechanical spaces.
- The Artisans Group provided adjacency diagrams detailing how departments (like Finance, IT, and Executive) should be situated in relation to public interaction spaces.
- Conceptual floor plans demonstrate how a 48,000 square foot layout could be implemented while preserving substantial "Leasable Tenant Space" for revenue generation.
- Visual inspiration is provided via mood boards for the City Hall and Council Chambers, showcasing a design theme utilizing materials like Douglas fir, moss walls, and smooth concrete.

LEGEND

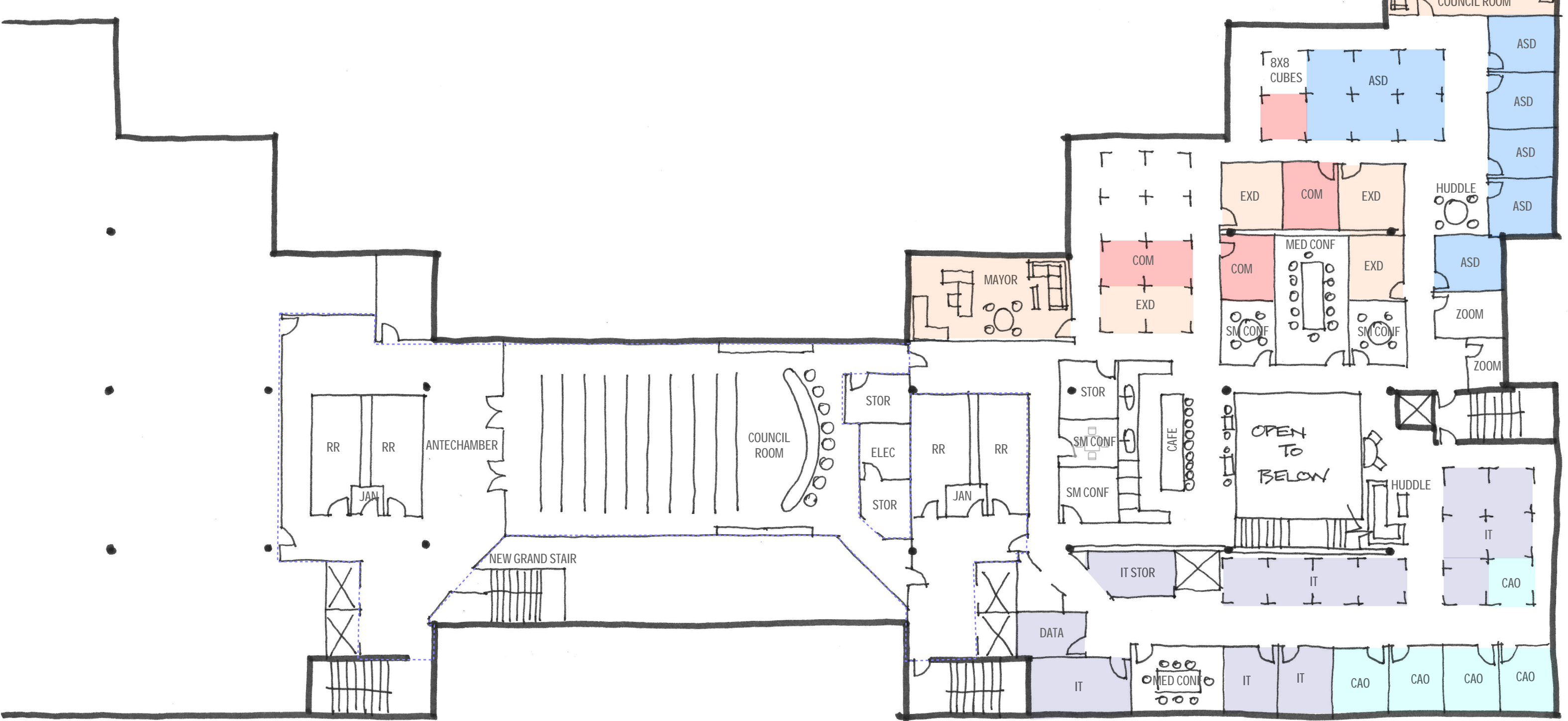
TDD	TRANSPORTATION & ENGINEERING COMMUNITY DEVELOPMENT	CAO	ATTORNEY'S OFFICE
FIN	FINANCE	COM	COMMUNICATIONS
WRS	WATER RESOURCES & SUSTAINABILITY	ASD	ADMINISTRATIVE SERVICES
---	LINE OF PUBLIC ACCESS	IT	IT
		EXD	EXECUTIVE



**TUMWATER CITY HALL SPACE PLANNING**  
 GROUND FLOOR 5.26.26 NOT TO SCALE

**LEGEND**

TDD	TRANSPORTATION & ENGINEERING	CAO	ATTORNEY'S OFFICE
CDD	COMMUNITY DEVELOPMENT	COM	COMMUNICATIONS
FIN	FINANCE	ASD	ADMINISTRATIVE SERVICES
WRS	WATER RESOURCES & SUSTAINABILITY	IT	IT
---	LINE OF PUBLIC ACCESS	EXD	EXECUTIVE



**TUMWATER CITY HALL SPACE PLANNING**  
 SECOND FLOOR 5.26.26 NOT TO SCALE

