



**JOINT CITY COUNCIL
THURSTON COUNTY COMMISSIONER
& REGULAR COUNCIL
MEETING AGENDA**

Online via Zoom

**Tuesday, January 18, 2022
7:00 PM**

- 1. Roll Call**
- 2. Flag Salute**
- 3. Special Items: None**
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Public Hearings:**
 - a. Tumwater Island Annexation Interlocal Agreement (Gary Cooper with Local Planning Solutions & Brad Medrud)
 - b. Proposition No. 1 Tumwater School District No. 33 Replacement Capital Levy for Facility, Safety, and Instructional Technology Improvements (John Doan)
- 6. Consent Calendar:**
 - a. Approval of Minutes: City Council Joint Tumwater School District Meeting, November 4, 2021
 - b. Approval of Minutes: City Council Worksession, November 9, 2021
 - c. Approval of Minutes: City Council Worksession, November 23, 2021
 - d. Approval of Minutes - City Council, January 4, 2022
 - e. Payment of Vouchers (Shelly Carter)
 - f. Resolution No. R2022-002, Surplus Property (Troy Niemeyer)
 - g. Resolution No. R2022-003, 2022 Fee Resolution (Troy Niemeyer)
 - h. Audit Engagement Letter (Troy Niemeyer)
 - i. Interagency Agreement Amendment No. 6 – Department of Enterprise Services: Energy Conservation (Brandon Hicks)
 - j. 2022 Long Range Planning Work Program (Brad Medrud)
 - k. Sequoia's Early Learning Center Lease Agreement (Chuck Denney)
- 7. Council Considerations:**
 - a. Ordinance No. O2021-019, Emergency Shelters and Housing (Brad Medrud)
- 8. Committee Reports**

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

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Adjourn

Remote Meeting Information

To comply with Governor Inslee's Proclamation 20-28, the Tumwater City Council meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

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

Watch Online

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

OR

Go to <http://www.zoom.us/join> and enter the **Webinar ID** 864 5431 9634 and **Passcode** 091415.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the **Webinar ID** 864 5431 9634 and **Passcode** 091415.

Public and Written Comment

Register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform: https://us02web.zoom.us/webinar/register/WN_V3No89ljQo-hWROVD3mfqg

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

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

Post Meeting

Video recording of this meeting will be available within 24 hours of the meeting.

<https://tcmmedia.org/channels.php>

Accommodations

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

TO: City Council
FROM: Gary Cooper, Local Planning Solutions, and Brad Medrud, Planning Manager
DATE: January 18, 2022
SUBJECT: Tumwater Island Annexation Interlocal Agreement

1) Recommended Action:

Review the materials, conduct a Joint Public Hearing with the Board of County Commissioners on the Tumwater Island Interlocal Agreement, and approve the Tumwater Island Annexation Interlocal Agreement.

2) Background:

Tumwater has 12 unincorporated “islands” within the City limits. These islands were formed over the last century as annexations occurred and some parcels were left out of the annexation for one reason or another. These parcels were usually excluded because the owner did not want to annex at that time. These islands continue to exist because there was no method available to annex them without a willing owner.

The islands range in size from a single quarter acre residential lot to over a hundred acres. The largest island, Littlerock/Trosper has several hundred residents.

In 2020, the Washington Legislature enacted a new annexation process (Engrossed Senate Substitute Bill 5224) into that law specifically to address the issue of County islands, and City will be using this process for these annexations. This new legislation allows the City to annex County islands by entering into an Interlocal Agreement with the County.

3) Policy Support:

County-Wide Planning Policy III: Promotion of Contiguous and Orderly Development, Provision of Urban Services, and Protection of Rural Areas

Comprehensive Plan Land Use Element Policy LU-2.4: Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.

Under City Strategic Priority to “Provide and Sustain Quality Public Safety Services” is a goal to “Annex the unincorporated islands to enhance public safety.”

Annexation of the islands is included in the 2021/22 budget as a goal and includes revenue from the incorporated area to provide for service needs. The City Council previously authorized consultant time to complete these island annexations.

4) Alternatives:

- ☐ Modify the Tumwater Island Annexation Interlocal Agreement and approve
 - ☐ Reject the Tumwater Island Annexation Interlocal Agreement
-

5) Fiscal Notes:

This is an internally funded work program item, but the total annexation is estimated to bring about \$200,000/year in revenue to the City to cover costs in the General Fund and TMPD.

6) Attachments:

- A. Tumwater Island Annexation Interlocal Agreement
- B. Attachment "A" Tumwater Island Annexation ILA Legal Descriptions and Maps
- C. Tumwater Islands Annexation FAQ
- D. Presentation
- E. ESSB 5522
- F. Annexation Public Contact Log
- G. Written Public Comments Received
- H. Mailing List

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**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF TUMWATER AND THURSTON COUNTY, RELATED TO THE ANNEXATION
OF COUNTY ISLANDS LOCATED WITHIN THE SURROUNDING JURISDICTION OF THE
CITY**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Tumwater, a State of Washington municipal corporation ("City") and Thurston County, a political subdivision of the State of Washington ("County"); collectively referred to as "Jurisdictions" and individually as "Jurisdiction."

In consideration of the terms, conditions, covenants, and performances contained herein, it is mutually agreed by the Jurisdictions as follows:

WHEREAS, annexations are routinely applied for and put forth by the City; and

WHEREAS, County islands are those unincorporated County areas that are bounded on all sides by the City; and

WHEREAS, provision of services by the County to islands that are surrounded by the City results in an inefficient use of City and County resources; and

WHEREAS, there are currently 12 unincorporated County islands located within the boundaries of the City; and

WHEREAS, the annexation of these 12 County islands will provide greater efficiency of services; and

WHEREAS, the Jurisdictions want to facilitate an orderly transition of services associated with the islands proposed to be annexed, including, but not limited to emergency services, public works, and permit processing; and

WHEREAS, the City and County want to ensure a seamless transition of review of permit applications that were initiated in the County, but then transferred to the City upon annexation; and

WHEREAS, RCW 35A.14.296 authorizes any code city to annex unincorporated areas pursuant to a jointly approved interlocal agreement with the county; and

WHEREAS, the legislative findings in RCW 35A.14.296 state, "The legislature finds that city annexations of unincorporated areas within urban growth areas will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries or islands of unincorporated territory"; and

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WHEREAS, RCW 35A.14.296 requires that any affected adjacent jurisdictions, such as fire districts, be notified of the intent to annex any areas served by the fire district. Nine of the twelve County islands that the City is proposing to annex are within the service area of the McLane Black Lake Fire Department; and

WHEREAS, RCW 35A.14.296 empowers McLane Black Lake Fire Department to be a party to the Interlocal Agreement by providing written notice within 30 days of the May 20, 2021 letter from the City of Tumwater; and

WHEREAS, the McLane Black Lake Fire Department provided the City with written notice on September 5, 2021, that it does not wish to be a party to this interlocal agreement; and

WHEREAS, the County and City held a duly noticed joint public hearing on this interlocal agreement on January 18, 2022 as required by RCW 35A.14.296(3).

NOW, THEREFORE, it is hereby agreed as follows:

1. Areas to be Annexed.

The Jurisdictions agree that the City shall annex all 12 of the unincorporated County islands as depicted on the maps attached to and incorporated into this agreement in two separate annexation processes. The Jurisdictions agree that the boundaries of the annexation areas shall be as described and depicted in the attached Exhibits:

- A. The County island referred to as the “Trosper Lake Island” shall be annexed on May 17, 2022 separately from the other 11 islands via an ordinance adopted by the City Council. The boundaries of the Trosper Lake Island are described and depicted on the attached Exhibit [See Pages 1 – 4 in Attachment “A” Tumwater Island Annexation ILA Legal Descriptions and Maps].
- B. The remaining 11 islands will be annexed as a group on March 15, 2022 via an ordinance adopted by the City Council. The boundaries of the islands are described and depicted on the attached Exhibits [See Pages 5 – 20 in Attachment “A” Tumwater Island Annexation ILA Legal Descriptions and Maps] and named as follows:
 - a. Rural Road Island – North.
 - b. Rural Road Island – South.
 - c. 2247 Sapp Road Island.
 - d. 1300-1500 Block – Linwood Avenue Island.
 - e. Liberty Street Island.

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- f. 984 Liberty Street Island.
- g. Pioneer Street Islands, North.
- h. Pioneer Street Islands, South.
- i. Quince Street Island, North.
- j. Quince Street Island, South.
- k. Dennis Street Island.

2. Compliance with Previous Interlocal Agreements.

The City and County entered into an Interlocal Agreement on January 28, 2008 and amended the Interlocal Agreement on January 7, 2014, to establish the orderly transition of services following an annexation. These Interlocal Agreements address several areas, including land use review, permit processing, records transfer, etc. These Interlocal Agreements will remain in effect and are attached to and incorporated into this Agreement.

3. Public Works Projects.

The County will provide the City a list and project descriptions for any ongoing or pending public works projects within the proposed annexation areas.

4. Open Permits.

The County will compile and transfer to the City a list of ongoing permits within the proposed annexation areas, including but not limited to land use and building permits.

5. Unexpended SEPA Mitigation Fees.

The County will compile a list of projects within the proposed annexation areas with unspent SEPA mitigation fees. Upon annexation, such fees shall be transferred to the City, except for fees collected for other agencies and school district. The City shall assume the responsibility for expending these fees to address the impact or complete the mitigation appropriate to the project for which they were collected. This shall not apply to school mitigation fees or agency fees.

6. Development Bonds.

The County will identify any development bonds that are active within the proposed annexation areas. Upon annexation and when identified for transfer under the terms of the January 28, 2008 Interlocal Agreement as amended on January 7, 2014, these bonds will be transferred to the City for administration in accordance with the terms of the bond.

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7. Notification of Potentially Affected Jurisdictions.

Consistent with the requirements of RCW 35A.14.296, the City transmitted this Agreement to any potentially affected adjacent jurisdiction, including the appropriate fire district, to allow for a 30-day comment period on [date].

8. Maintenance of Residential Zoning.

Consistent with the requirements of RCW 35A.14.296, the City agrees that for a period of five years, any parcel zoned for residential development within the annexed areas shall:

- A. Maintain a zoning designation that provides for residential development; and
- B. Not have its minimum gross residential density reduced below the density allowed for by the zoning designation for that parcel prior to annexation.

9. Public Outreach.

The City shall assume responsibility for completing all required public notifications pursuant to RCW 35A.14.296. In addition, the City shall assume responsibility for holding any public meetings, open houses, drafting of Frequently Asked Question flyers and other informational materials, and public hearings. The County shall attend the annexations meetings in support of city staff. The joint County and City public hearing shall be on January 18, 2022.

10. Effective Date of Annexation.

The jurisdictions mutually agree that the effective date of the annexation, as described and agreed to in this agreement, shall be the date of the City's adoption of its annexation ordinance.

11. Term.

The term of this Agreement shall be effective upon the Effective Date and shall expire two years after the Effective Date unless extended by the agreement of the Jurisdictions.

12. Indemnification and Hold Harmless.

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.

- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by one or all Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

13. Amendments.

This Agreement may be amended as needed by mutual written agreement of the Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

14. Termination.

This Agreement may be terminated when the terminating Jurisdiction provides written notice to the other Jurisdiction at least 90 days prior to its intended withdrawal from this Agreement. Following a termination, the Jurisdictions are mutually responsible for fulfilling any outstanding obligations under this Agreement incurred prior to the effective date of the amendment or termination.

15. Dispute Resolution.

The Jurisdictions mutually agree to use a formal dispute resolution process such as mediation, through an agreed-upon mediator and process, if agreement cannot be reached regarding interpretation or implementation of any provision of this Agreement. All costs for mediation services would be divided equally between the Jurisdictions. Each Jurisdiction would be responsible for the costs of their own legal representation. The jurisdictions must first seek a remedy under this section in good faith prior to any legal action in court to enforce the terms of this Agreement.

16. Jurisdiction Representative.

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

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City of Tumwater, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

Thurston County, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

17. Governing Law and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by the Jurisdictions hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington or in the superior court of either of the two nearest judicial districts pursuant to RCW 36.01.050.

18. Severability.

If one or more of the clauses of this Agreement is found to be unenforceable, illegal, or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal, or contrary to public policy.

19. Entire Agreement.

The Jurisdictions agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

20. Non-Waiver of Rights.

The Jurisdictions agree that failure to declare any breach or default immediately upon the occurrence thereof, delay in taking any action in connection with, or the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

21. Equal Opportunity to Draft.

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

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IN WITNESS WHEREOF, the Jurisdictions hereto have caused this Agreement to be executed by the dates and signature herein under affixed. The persons signing this Agreement on behalf of the Jurisdictions represent that each has authority to execute this Agreement on behalf of the Jurisdiction entering into this Agreement.

Thurston County**City of Tumwater**

Carolina Mejia, Chair of the Board of County
Commissioners

Debbie Sullivan, Mayor of City of Tumwater

Date

Date

Approved as to form:
Jon Tunheim, Prosecuting Attorney

Approved as to form:
Karen Kirkpatrick, City Attorney

By: _____
Deputy Prosecuting Attorney

By: _____

Attachment "A" Tumwater Island Annexation ILA Legal Descriptions and Maps

TROSPER LAKE ISLAND ANNEXATION DESCRIPTION

COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM AND SECTIONS 3 AND 4, TOWNSHIP 17 NORTH, RANGE 2 WEST, WM;
 THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 33, NORTH 88°25'40" WEST, 660.15 FEET TO THE EAST LINE OF TRACT B OF THE PLAT OF LAKESIDE ESTATES AS RECORDED UNDER AUDITOR'S FILE NUMBER 3102840 AND THE POINT OF BEGINNING;
 THENCE NORTH ALONG SAID EAST LINE, 579.29 FEET TO THE WESTERLY EXTENSION OF THE SOUTH LINE OF DRYER ADDITION AS RECORDED UNDER AUDITOR'S FILE NUMBER 8106090166;
 THENCE EASTERLY ALONG SAID SOUTH LINE AND ITS EXTENSION, 330.03 FEET TO THE EASTERLY LINE OF SAID DRYERS ADDITION;
 THENCE NORTHERLY ALONG SAID EASTERLY LINE, 560.57 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF 54TH AVENUE SW;
 THENCE EASTERLY ALONG SAID SOUTH MARGIN, 329.99 FEET TO THE EAST LINE OF SAID SECTION 33;
 THENCE NORTHERLY ALONG SAID EAST LINE, 1346.58 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34;
 THENCE EASTERLY ALONG SAID NORTH LINE, 461.52 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW;
 THENCE SOUTHERLY ALONG SAID WEST MARGIN, 1345.55 FEET TO THE SOUTH RIGHT-OF-WAY MARGIN OF 54TH AVENUE SW;
 THENCE EASTERLY ALONG SAID SOUTH MARGIN, 129.71 FEET TO THE EAST LINE OF PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 4100655,
 THENCE SOUTHERLY ALONG SAID EAST LINE, 1237 FEET TO THE SOUTH LINE OF SAID PARCEL C;
 THENCE WESTERLY ALONG SAID SOUTH LINE, 137.58 FEET TO THE WEST LINE OF PARCEL B OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 4257426;
 THENCE SOUTHERLY ALONG SAID WEST LINE, 535.19 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL B, ALSO THE SOUTHEAST CORNER OF LOT 1 OF SHORT SUBDIVISION SS-1992 AS RECORDED UNDER AUDITOR'S FILE NUMBER 8411060022;
 THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 803.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;
 THENCE NORTH ALONG THE WEST LINE OF SAID SHORT SUBDIVISION, 470.08 FEET TO THE NORTH LINE OF SAID SECTION 4;
 THENCE WEST ALONG SAID NORTH LINE, 53.51 FEET TO THE EAST LINE OF THE NORTHERLY EXTENSION OF THE EAST LINE OF THE PLAT OF GLENWOOD PARK AS RECORDED UNDER AUDITOR'S FILE NUMBER 350665;
 THENCE SOUTH ALONG SAID EAST LINE AND EXTENSION, 1329.24 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 4 OF SAID GLENWOOD PARK AND THE SOUTHWEST CORNER OF PARCEL A OF BOUNDARY LINE ADJUSTMENT BLA-7327, RECORDED UNDER AUDITOR'S FILE NUMBER 3005757;
 THENCE EASTERLY ALONG THE SOUTH LINE OF SAID PARCEL A, 369.96 FEET TO THE EAST LINE OF SAID SECTION 4;
 THENCE SOUTH ALONG SAID EAST LINE, 804.48 FEET TO THE NORTH LINE OF THE FOLLOWING DESCRIBED PARCEL:

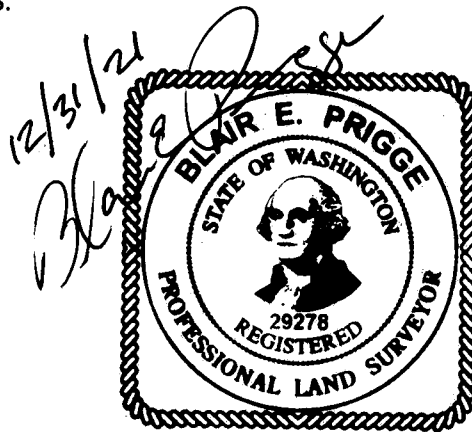
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:
 BEGINNING AT THE SOUTHWEST CORNER OF SAID SUBDIVISION; RUNNING THENCE EAST ALONG THE CENTERLINE OF SAID SECTION 235 FEET, MORE OR LESS, TO THE WESTERLY LINE OF

LITTLEROCK ROAD; THENCE NORTH 44° 30' EAST ALONG SAID WESTERLY LINE OF ROAD 100 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE CONTINUING NORTH 44° 30' EAST ALONG SAID WESTERLY LINE OF ROAD 110 FEET; THENCE NORTH 45° 55' 57" WEST 400 FEET, MORE OR LESS, TO A POINT NORTH 44° 30' WEST 400 FEET FROM SAID WESTERLY LINE OF ROAD; THENCE NORTH 44° 30' WEST 125 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTHERLY ALONG SAID WEST LINE OF SUBDIVISION TO A POINT NORTH 44° 30' WEST FROM SAID INITIAL POINT; THENCE SOUTH 44° 30' EAST 450 FEET, MORE OR LESS, TO SAID INITIAL POINT. EXCEPTING THAT PORTION CONVEYED TO CITY OF TUMWATER BY DEED RECORDED MARCH 12, 2006 UNDER AUDITOR'S FILE NO. 3815098;

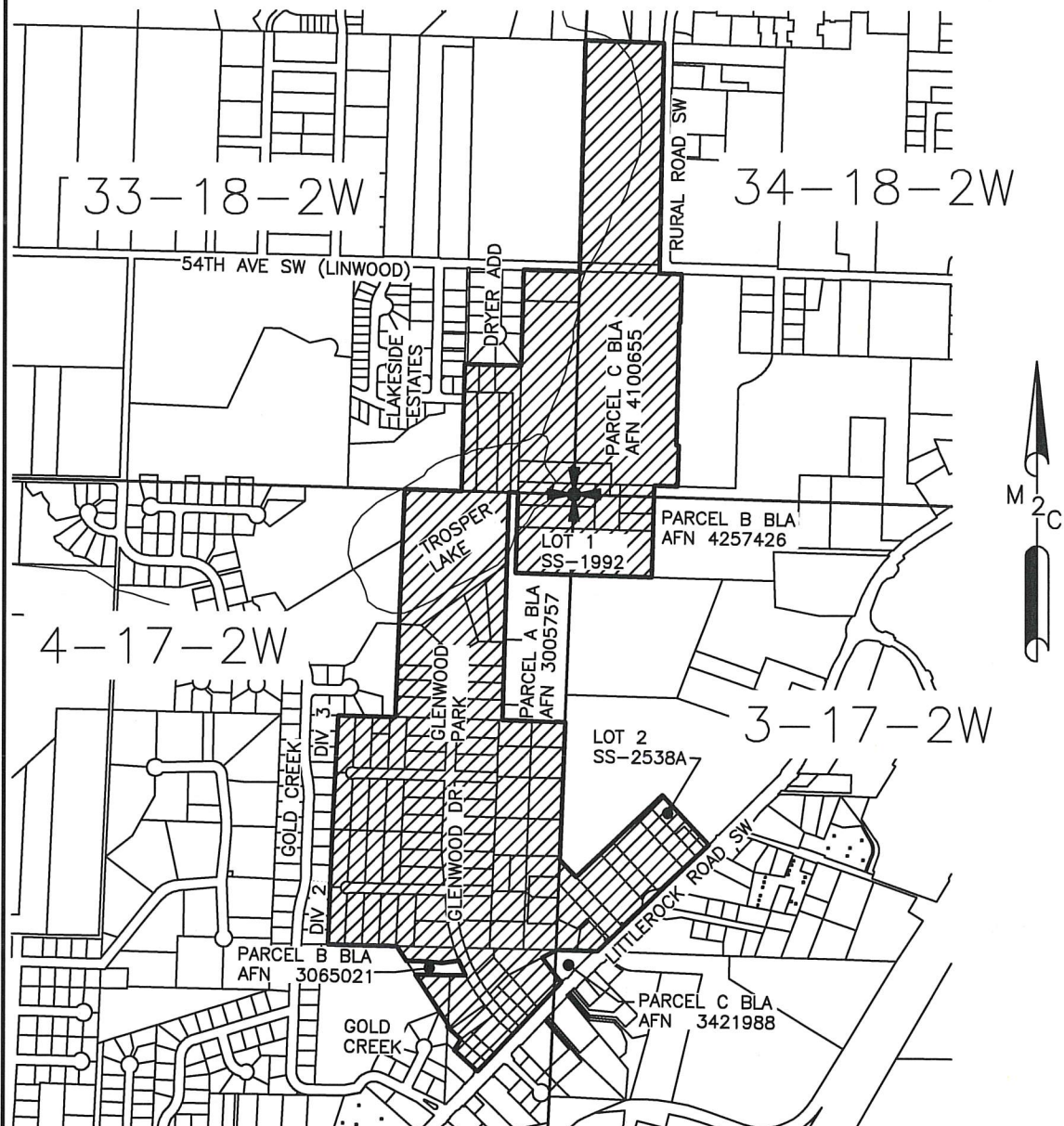
THENCE SOUTHEASTERLY ALONG SAID NORTH LINE 137.70 FEET, MORE OR LESS, TO A POINT 400 FEET NORTHWESTERLY MEASURED PERPENDICULAR TO THE NORTHWESTERLY RIGHT-OF-WAY OF LITTLEROCK ROAD (WHEN LITTLEROCK ROAD RIGHT-OF-WAY WAS 60 FEET WIDE);
 THENCE NORTHEASTERLY PARALLEL WITH SAID NORTHWESTERLY RIGHT-OF-WAY, 694.92 FEET TO THE MOST NORTHERLY CORNER OF LOT 2 OF SHORT SUBDIVISION SS-2538A AS RECORDED UNDER AUDITOR'S FILE NUMBER 9201240212;
 THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 2, 400 FEET TO THE NORTHWESTERLY MARGIN OF LITTLEROCK ROAD;
 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY MARGIN, 900 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3 AND THE NORTH LINE OF PARCEL C OF BOUNDARY LINE ADJUSTMENT RECORDED UNDER AUDITOR'S FILE NUMBER 3421988;
 THENCE WESTERLY ALONG SAID NORTH LINE, 235.48 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 3 AND THE NORTHWEST CORNER OF SAID PARCEL C;
 THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY LINE OF SAID PARCEL C, 83.51 FEET TO THE SOUTHWESTERLY CORNER OF SAID PARCEL C;
 THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL C, 101.92 FEET TO AN ANGLE POINT IN SAID SOUTHWESTERLY LINE;
 THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL C, 89.91 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY OF LITTLEROCK ROAD;
 THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY MARGIN, 715.54 FEET TO THE SOUTHWESTERLY LINE OF LOT 2, BLOCK 7 OF SAID GLENWOOD PARK;
 THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, 195.00 FEET TO THE NORTHWESTERLY LINE OF THE SOUTHEASTERLY 195.00 FEET OF SAID LOT 2;
 THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE, 71.50 FEET TO THE MOST SOUTHERLY CORNER OF LOT 6, BLOCK 7 OF SAID GLENWOOD PARK;
 THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LOT 6, 120.89 FEET TO THE WESTERLY LINE OF SAID PLAT AND THE EASTERLY LINE OF THE PLAT OF GOLD CREEK, AS RECORDED IN VOLUME 19 OF PLATS, PAGE 80 AND UNDER AUDITOR'S FILE NUMBER 991456;
 THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID GOLD CREEK PLAT, 343.76 FEET TO THE SOUTH LINE OF PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA961418, AS RECORDED DECEMBER 5, 1996 UNDER AUDITORS FILE NO. 3065020 AND 3065021;
 THENCE EAST ALONG THE SOUTH LINE OF SAID PARCEL B, 294.55 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF GLENWOOD DRIVE;
 THENCE NORTHERLY ALONG SAID WEST MARGIN, 94.4 FEET TO THE NORTH LINE OF SAID PARCEL B;
 THENCE WESTERLY ALONG SAID NORTH LINE OF PARCEL B, SOUTH 80° WEST, 99.41 FEET;
 THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF PARCEL B, NORTH 87° WEST, 92.44 FEET;
 THENCE CONTINUING WESTERLY ALONG SAID NORTH LINE OF PARCEL B, 110.47 FEET TO SAID EASTERLY LINE OF THE PLAT OF GOLD CREEK;

THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE, 101.82 FEET TO THE NORTH LINE OF SAID PLAT OF GOLD CREEK;
THENCE WESTERLY ALONG SAID NORTH LINE, 398.87 FEET TO THE EAST LINE OF GOLD CREEK DIVISION 2 AS RECORDED IN VOLUME 20 OF PLATS, PAGE 110 AND UNDER AUDITOR'S FILE NUMBER 1080313;
THENCE NORTH ALONG SAID EAST LINE AND THE EAST LINE OF GOLD CREEK DIVISION 3 AS RECORDED IN VOLUME 22 OF PLATS, PAGE 177 AND UNDER AUDITOR'S FILE NUMBER 8610150125, 1335.91 FEET TO THE NORTHEAST CORNER OF LOT 26 OF SAID DIVISION 3;
THENCE EAST ALONG THE SOUTHERLY LINE OF SAID DIVISION 3, 327.59 FEET TO THE EAST LINE OF SAID DIVISION 3;
THENCE NORTH ALONG SAID EAST LINE OF DIVISION 3 AND ITS NORTHERLY EXTENSION, 1330.61 FEET TO THE NORTH LINE OF SAID SECTION 4;
THENCE EAST ALONG SAID NORTH LINE, 331.45 FEET TO THE POINT OF BEGINNING;

CONTAINING 133.1 ACRES, MORE OR LESS.



TROSPER LAKE-ISLAND



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=1000'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

RURAL ROAD ISLAND - NORTH ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW AND THE SOUTH LINE OF PARCEL A OF BOUNDARY LINE ADJUSTMENT, BLA-0960 AS RECORDED UNDER AUDITOR'S FILE NUMBER 9010020017;

THENCE WEST ALONG SAID SOUTH LINE, 289.49 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A;

THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL A, 369.05 FEET TO THE NORTHWEST CORNER OF SAID PARCEL A;

THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL A, 289.49 FEET TO SAID WEST RIGHT-OF-WAY MARGIN;

THENCE CONTINUING EAST, 60.00 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW;

THENCE NORTH ALONG SAID EAST RIGHT-OF-WAY MARGIN, 407.41 FEET TO THE NORTH LINE OF PARCEL A OF BOUNDARY LINE ADJUSTMENT, BLA-7281 AS RECORDED UNDER AUDITOR'S FILE NUMBER 9304090104;

THENCE NORTHEASTERLY ALONG SAID NORTH LINE, 433.83 FEET TO THE EAST LINE OF SAID PARCEL A;

THENCE SOUTH ALONG SAID EAST LINE AND THE EAST LINE PARCELS M AND N OF BOUNDARY LINE ADJUSTMENT BLA-7214 AS RECORDED UNDER AUDITOR'S FILE NUMBER 8910060001, 794.51 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF LINWOOD AVE SW;

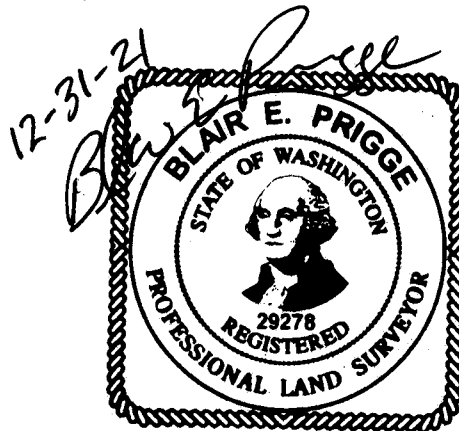
THENCE WEST ALONG SAID NORTH MARGIN, 434.13 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW;

THENCE SOUTH, 60.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY MARGIN OF LINWOOD AVENUE SW WITH THE EAST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW;

THENCE WEST, 60.00 FEET TO THE WEST RIGHT-OF-WAY MARGIN OF RURAL ROAD SW;

THENCE NORTH ALONG SAID WEST MARGIN, 39.34 FEET TO THE BEGINNING;

CONTAINING 10.48 ACRES, MORE OR LESS.

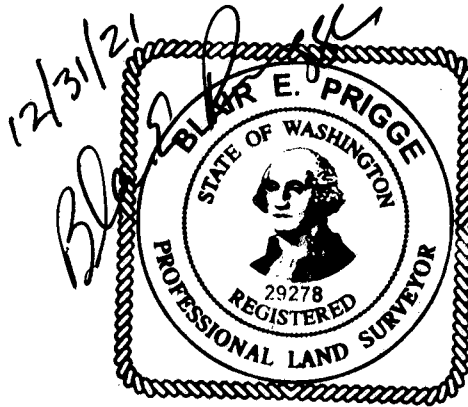


RURAL ROAD ISLAND - SOUTH ANNEXATION DESCRIPTION

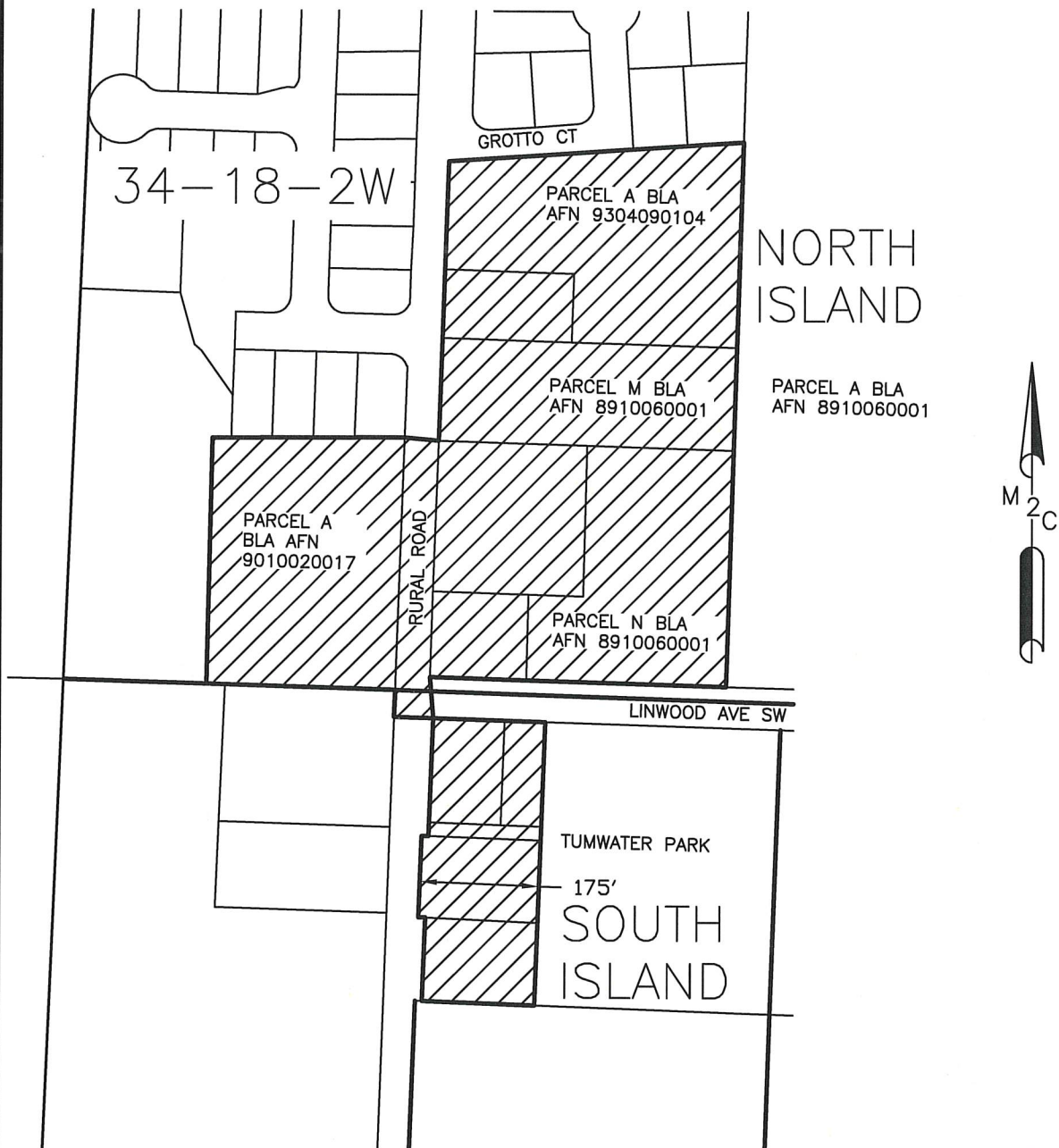
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

THE WEST 175.00 FEET OF LOT 1 OF THE PLAT OF TUMWATER PARK AS RECORDED IN VOLUME 7
OF PLATS AT PAGE 6;

CONTAINING 1.52 ACRES, MORE OR LESS.



RURAL ROAD - ISLANDS



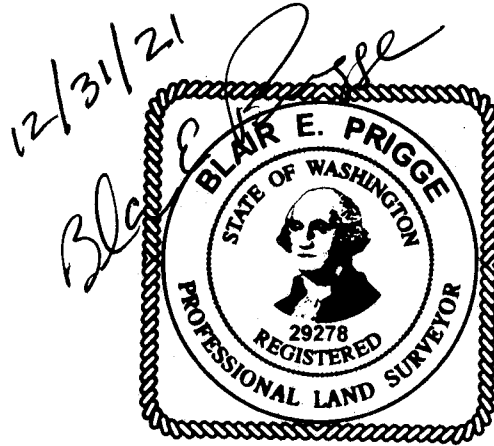
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

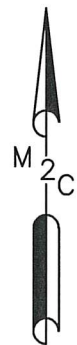
2247 SAPP ROAD ISLAND ANNEXATION DESCRIPTION

THE NORTH 290.4 FEET OF THE WEST 150 FEET OF THE EAST 600 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., EXCEPTING THEREFROM COUNTY ROAD KNOWN AS SAPP ROAD ALONG THE NORTH BOUNDARY.

CONTAINING 0.93 ACRES, MORE OR LESS.



SAPP ROAD - ISLAND



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

1300-1500 BLOCK – LINWOOD AVENUE ISLAND ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

LOT 2, 3, 4 AND 5 OF THE PLAT OF TUMWATER PARK AS RECORDED IN VOLUME 7 OF PLATS AT PAGE 6;

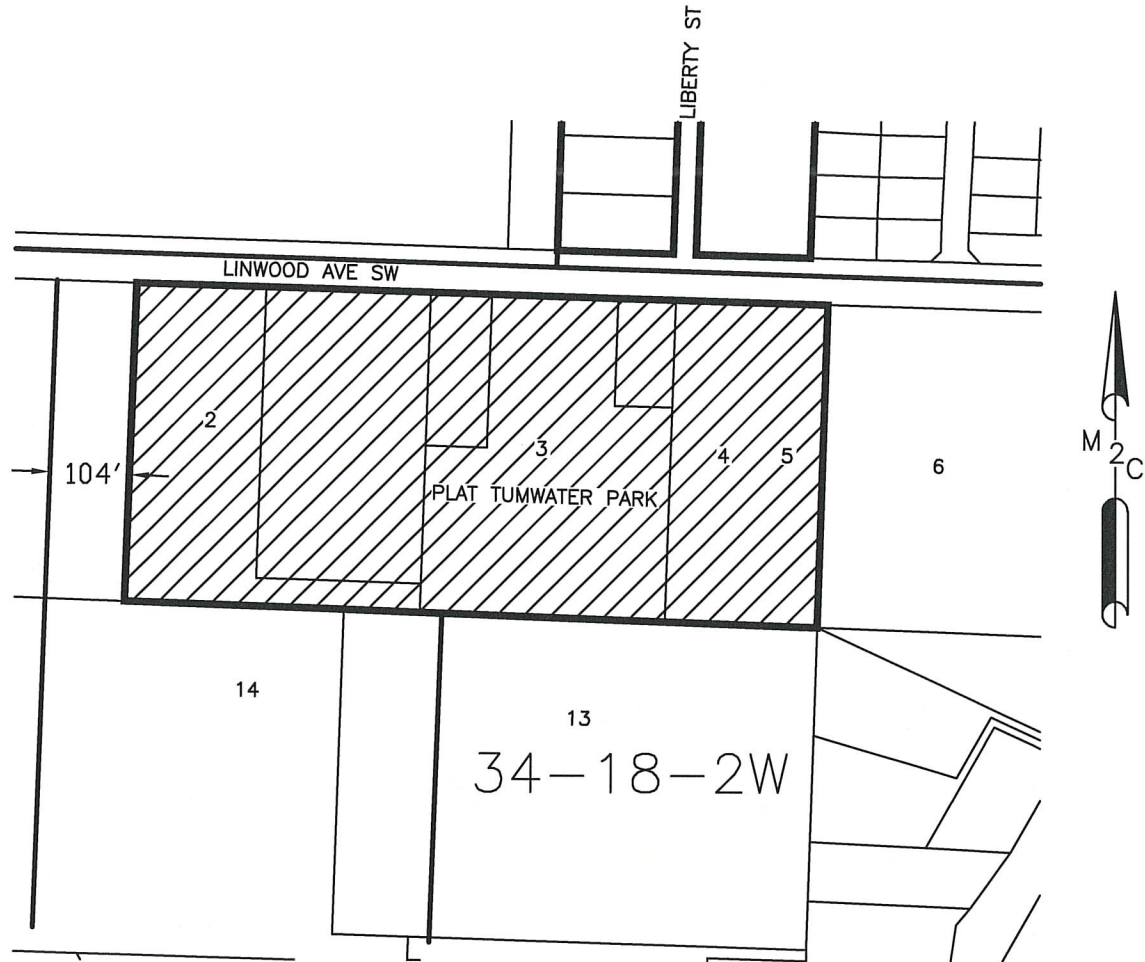
EXCEPTING THEREFROM THE WEST 104 FEET OF SAID LOT 2;

AND EXCEPTING THEREFROM ANY PORTION WITHIN LINWOOD AVE SW;

CONTAINING 8.69 ACRES, MORE OR LESS.



LINWOOD AVE—ISLAND



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

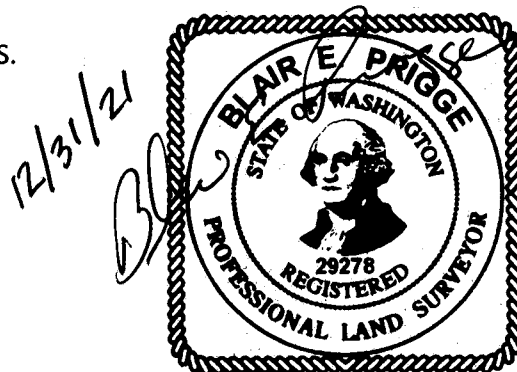
TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

LIBERTY STREET ISLAND ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 34;
 THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION, 1323.59 FEET TO THE NORTH 1/16 CORNER ON THE WEST LINE OF SAID SECTION 34;
 THENCE EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER, 1705.58 FEET TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF PARCEL B OF BLA-7214 AS RECORDED UNDER AUDITOR'S FILE NUMBER 8910060001;
 THENCE NORTH ALONG SAID EXTENSION OF SAID PARCEL B, 22.30 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF LINWOOD AVE SW AND THE SOUTHEAST CORNER OF SAID PARCEL B AND THE POINT OF BEGINNING;
 THENCE NORTH ALONG SAID EAST LINE OF PARCEL B AND THE WEST LINE OF PARCELS E, F, G, H, I AND J OF SAID BLA, 868.35 FEET TO THE NORTHWEST CORNER OF SAID PARCEL J;
 THENCE EAST ALONG THE NORTH LINE OF SAID PARCEL J, 170.87 FEET TO THE EAST LINE OF PARCEL A OF SAID BLA;
 THENCE NORTH ALONG SAID EAST LINE, 242.09 FEET TO THE NORTHEAST CORNER OF SAID PARCEL A AND THE NORTHWEST CORNER OF LOT 1 OF SHORT SUBDIVISION SS-2537 AS RECORDED UNDER AUDITOR'S FILE NUMBER 9303040346;
 THENCE EAST ALONG THE NORTH LINE OF SAID LOT 1, 114.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1;
 THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1 AND LOT 2 OF SAID SUBDIVISION, 261.9 FEET TO THE NORTHEAST CORNER OF PARCEL A OF BLA-010624-TC AS RECORDED UNDER AUDITOR'S FILE NUMBER 3375676;
 THENCE SOUTH ALONG THE EAST LINE OF SAID BLA, 382 FEET TO THE SOUTHEAST CORNER OF PARCEL B OF SAID BLA;
 THENCE WEST ALONG THE SOUTH LINE OF SAID BLA, 197 FEET TO THE EAST LINE OF SAID BLA-7214;
 THENCE SOUTH ALONG SAID EAST LINE, 108.05 FEET TO A 15.00 FOOT ANGLE POINT IN THE EAST LINE OF SAID BLA;
 THENCE WEST 15.00 FEET ALONG SAID LINE TO ANOTHER ANGLE POINT IN THE EAST LINE AND THE WEST RIGHT-OF-WAY MARGIN OF LIBERTY AVENUE;
 THENCE SOUTH ALONG SAID EAST LINE AND WEST MARGIN, 357.93 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF LINWOOD AVE SW;
 THENCE WEST ALONG SAID NORTH MARGIN, 151.2 FEET TO THE POINT OF BEGINNING.

CONTAINING 6.11 ACRES, MORE OR LESS.



984 LIBERTY STREET ISLAND ANNEXATION DESCRIPTION

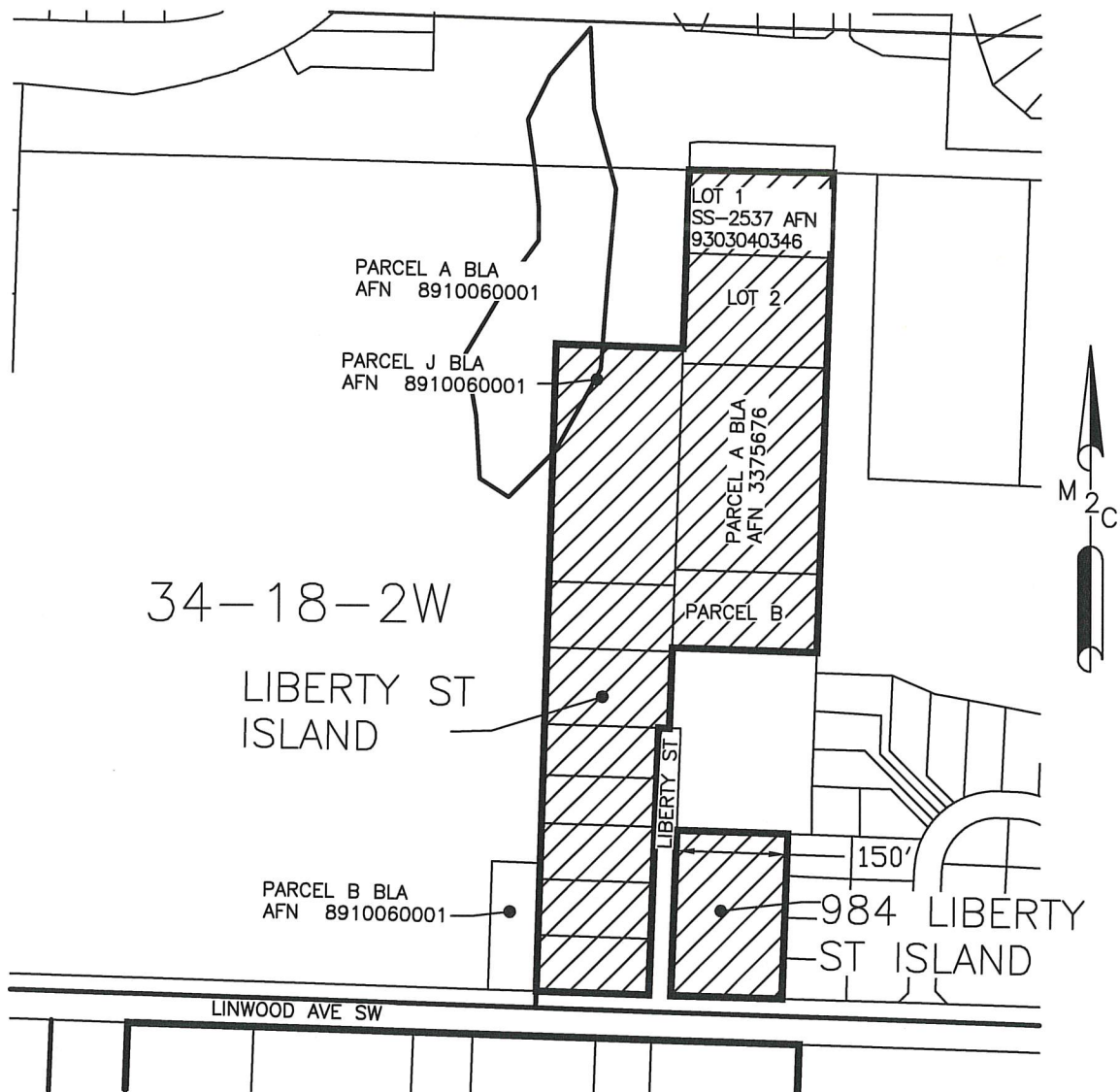
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

THE WEST 150 FEET OF LOT 3 IN BLOCK 43 OF SUPPLEMENTAL PLAT OF BARNES ADDITION TO TUMWATER, AS RECORDED IN VOLUME 6 OF PLATS, PAGE 5; EXCEPT THE NORTH 550 FEET THEREOF.

CONTAINING 0.76 ACRES, MORE OR LESS.



LIBERTY ST-ISLANDS



PROFESSIONAL LAND SURVEYORS
 2320 MOTTMAN RD SW, STE 106
 TUMWATER, WA 98512
 360-688-1949

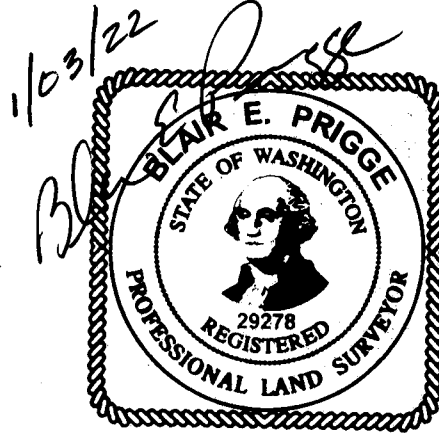
TUMWATER ANNEXATION
 DATE: 12/22/2021
 SCALE: 1"=250'
 M2C PROJECT NO.: 21-728
 SHEET NO. 1 OF 1

PIONEER AVENUE ISLANDS ANNEXATION DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

LOTS 12 AND 13, BLOCK 2, AND LOTS 5, 6 AND 7, BLOCK 1, PLAT OF LINWOOD HOME SITES AS RECORDED IN VOLUME 11, PAGE 60 AND 61 AND RECORDED UNDER AUDITOR'S FILE NUMBER 423861;

CONTAINING 0.95 ACRES, MORE OR LESS.



PIONEER AVE—ISLANDS



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

QUINCE STREET ISLAND - NORTH ANNEXATION DESCRIPTION

THAT PORTION OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

LOT 1 OF SHORT SUBDIVISION NO. SS-1585, AS RECORDED NOVEMBER 24, 1980 UNDER AUDITOR'S FILE NUMBER 1129082;
CONTAINING 0.19 ACRES, MORE OR LESS.

QUINCE STREET ISLAND - SOUTH ANNEXATION DESCRIPTION

THAT PORTION OF NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST HALF OF LOT 2 IN BLOCK 3 OF WARD'S HOMESTEAD, AS RECORDED IN VOLUME 2 OF PLATS, PAGE 63, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, 420 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;

RUNNING THENCE WEST 140 FEET;

THENCE SOUTH 120 FEET;

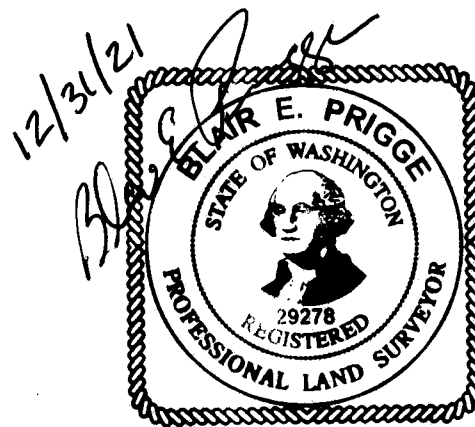
THENCE CONTINUING SOUTH 90 FEET TO THE NORTH LINE OF THE PLAT OF PARKWOOD SOUTH AS RECORDED UNDER IN VOLUME 20 OF PLATS AT PAGE 84, UNDER AUDITOR'S FILE NUMBER 1063408;

THENCE EAST ALONG SAID NORTH LINE, 140 FEET TO THE EAST LINE OF SAID LOT 2;

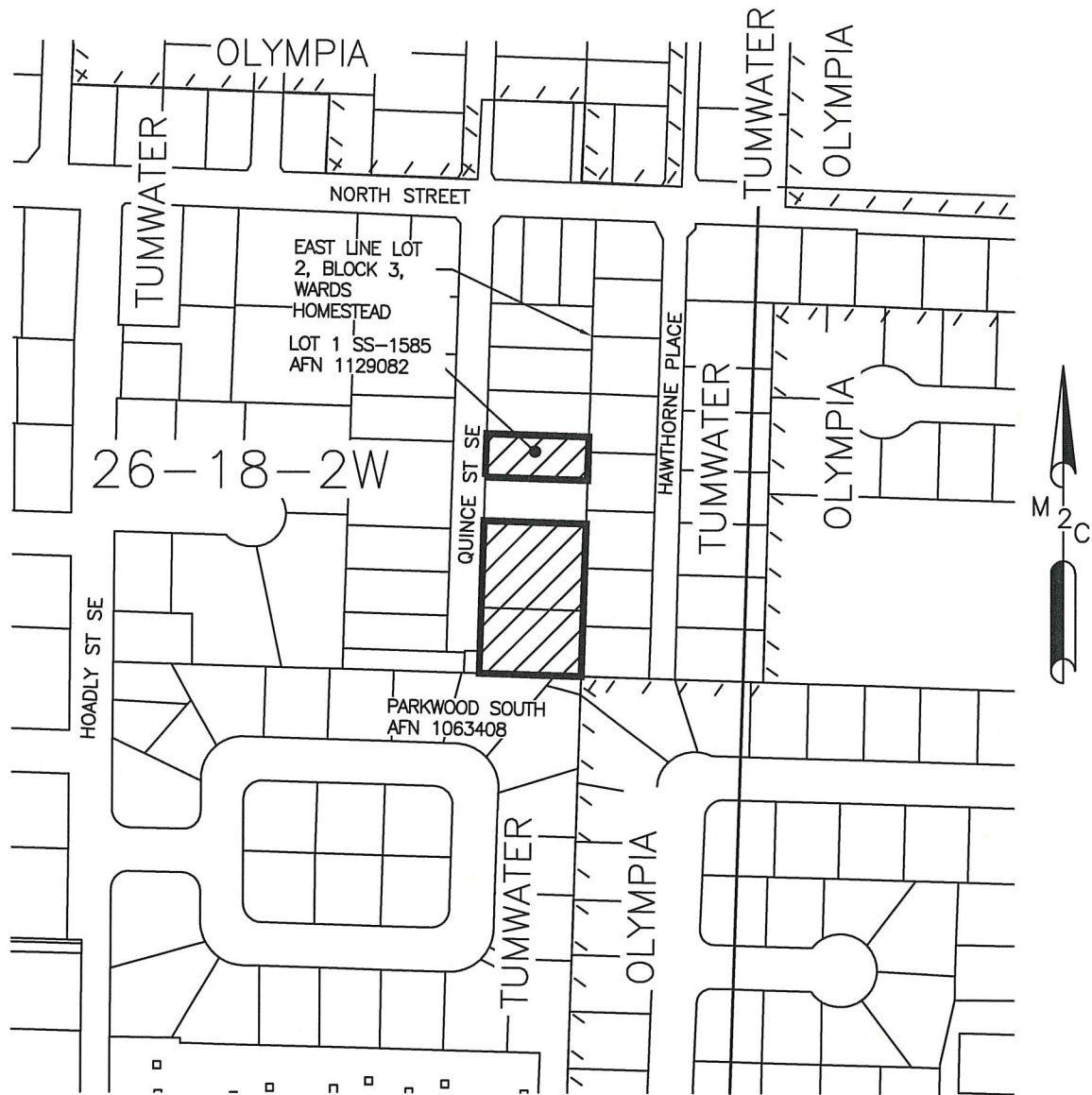
THENCE NORTH ALONG SAID EAST LINE, 210 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

CONTAINING 0.68 ACRES, MORE OR LESS.



QUINCY ST-ISLANDS



PROFESSIONAL LAND SURVEYORS
 2320 MOTTMAN RD SW, STE 106
 TUMWATER, WA 98512
 360-688-1949

TUMWATER ANNEXATION
 DATE: 12/22/2021
 SCALE: 1"=250'
 M2C PROJECT NO.: 21-728
 SHEET NO. 1 OF 1

DENNIS STREET ISLAND ANNEXATION DESCRIPTION

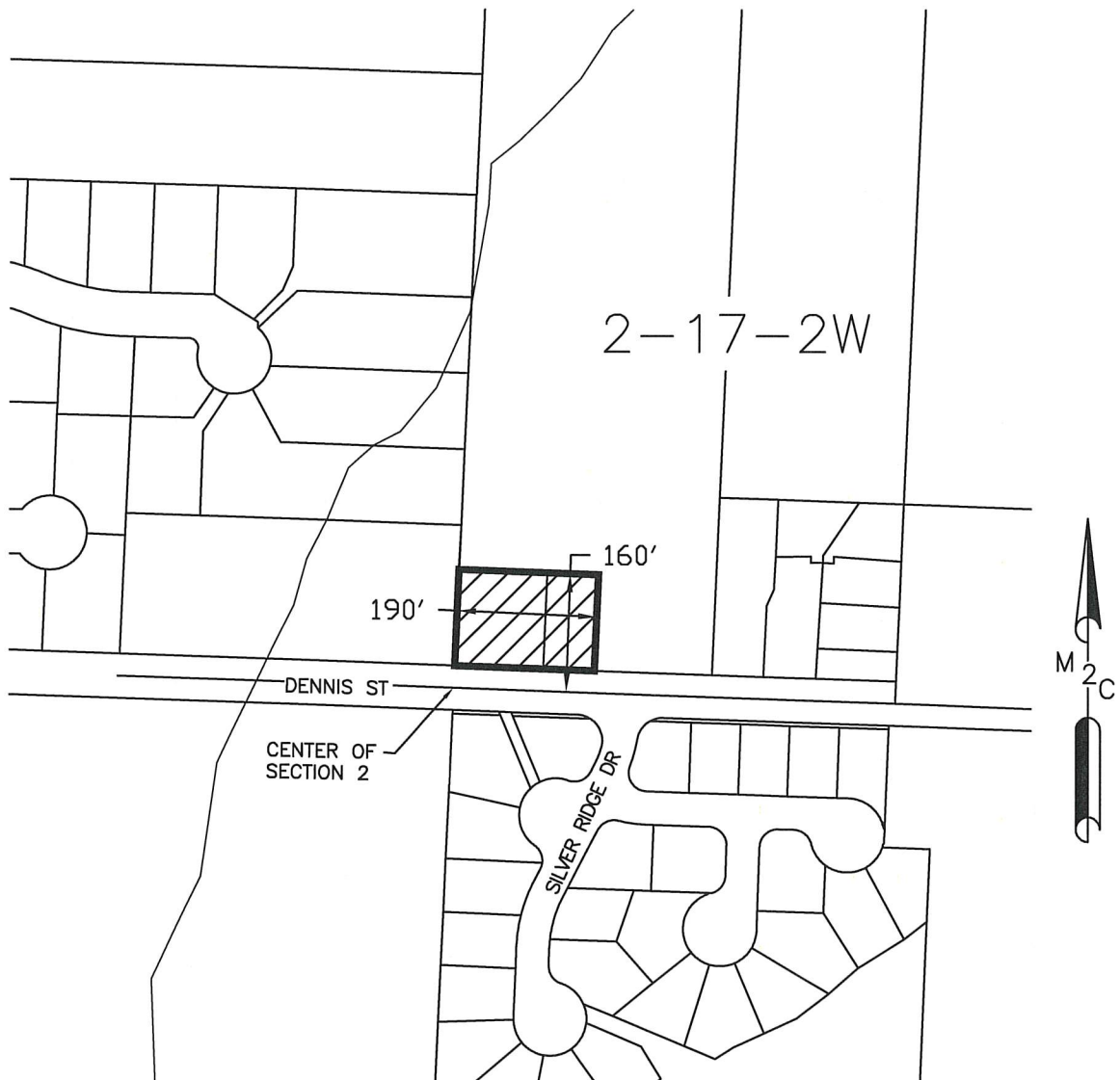
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

THE SOUTH 160.00 FEET OF THE WEST 190.00 FEET OF SAID SUBDIVISION; LESS THE SOUTH 30.00 FEET THEREOF FOR DENNIS STREET.

CONTAINING 0.57 ACRES, MORE OR LESS.



DENNIS ST-ISLAND



PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1



City of Tumwater Tumwater Islands Annexation Frequently Asked Questions and Cost Comparisons

What exactly is an “annexation?”

Annexation is the process in state law for expanding City limits to include properties currently outside the City but within the City’s Urban Growth Area (UGA).

Why do cities annex territory?

There can be a number of reasons for annexing territory into a city. The primary reason is that as areas around a City grow in population, it becomes logical – and sometimes necessary – to extend City services to those areas. The residents and property owners of newly annexed areas benefit from improved police protection, municipal traffic management, street maintenance, and many other standard municipal services that the City of Tumwater provides.

Sometimes it is also necessary to annex territories because populations outside the City limits are already receiving City services or are affecting City infrastructure. Currently, there are several areas in the UGA receiving City sewer and water services, which are not in the City of Tumwater. Through annexation, the tax base of the entire urban area is available to support the infrastructure needs of the community as a whole.

What is a “County Island?”

A County Island is an area within Thurston County jurisdiction completely surrounded by the City of Tumwater. Under current annexation law, no new annexations would be allowed to create a County island. In large part, this is because County islands result in inefficiencies for government and emergency services. The City of Tumwater currently surrounds 12 County islands, some as small as a single parcel.

How does the annexation process work?

The law provides several different types of annexation processes that may be used, and the specific processes are tailored to the particular situation. In 2020, the Washington Legislature enacted a new annexation process into that law specifically to address the issue of County islands. The City is using this process for this annexation. This new legislation, codified as RCW 35A.14.296, allows the City to annex County islands by entering into an interlocal agreement with the County.

How do I participate in this annexation process?

Comments may be submitted to City staff at any time during the process and will be made part of the public record. In addition, the City and County will hold a Community Open House to discuss the proposed annexation. After the Community Open House, the City and the County will hold a joint public hearing to discuss the interlocal agreement where residents can also be heard. At the conclusion of the joint public hearing, both the City Council and County Board of Commissioners will vote on whether to approve the annexation interlocal agreement through an adopting ordinance. If both the City and County vote to approve the annexation interlocal agreement, the decision is not appealable.

Once the annexation interlocal agreement is approved by the City and County, the City will hold public hearings to approve ordinances completing the annexation process.

What about taxes and other costs?

The average homeowner's overall difference in taxes, fees, and insurance will be less than most people expect. Our estimate shows that the average household in the area will pay about \$38 more per month to live in the City of Tumwater than in the County. This will be the amount until voter-approved levies for the County islands served by the McLane Fire Department expire in 2024. After those levies expire, we estimate that it will cost about \$6 more per month to live in the City. A detailed comparison is provided at the end of this document.

As a low-income senior, I receive a discount on my property taxes. Will I continue to receive this discount?

Yes, annexation will not affect your senior citizen rate.

Am I required to hook up to City water and sewer?

No. You may continue to use your well and septic system after annexation. Annexation does not trigger any hookup requirements. If your well or septic system fails, being part of the City may allow you to connect to City water or sewer as necessary. This is the same policy that exists today, as a property that is surrounded by public services.

How would police services be different?

After annexation, the primary response is provided by the Tumwater Police Department instead of the Thurston County Sheriff's Department. Tumwater has a little over two times more officers per thousand residents than Thurston County. The City of Tumwater provides 1.34 commissioned officers per thousand residents. Thurston County provides 0.60 commissioned officers per thousand residents. (*Source: Crime in Washington: 2019 Annual Report, Washington Association of Sheriffs and Police Chiefs*).

How would fire services be different?

For those properties in the McLane Black Lake Fire District, because the City and the McLane Black Lake Fire Department have mutual aid agreements to ensure seamless coverage and response times, your fire protection level of service will not be affected. For those not in the McLane Black Lake Fire District, your fire protection level of service will not be affected, as the City Fire Department will continue to serve those areas without current fire district coverage.

What about garbage pick-up?

Your current provider will continue to serve your area for at least the next ten years. An explanation is provided in the Public and Private Utilities.

What about schools?

There is no effect on schools. School district boundaries are independent of City boundaries.

What about my animals and livestock?

The City of Tumwater allows some livestock and other urban agriculture land uses. Visit the City annexation webpage for a link to the rules regarding livestock and pets.

Will the City pay the electric bill for the streetlights in my neighborhood?

The City will take responsibility for the maintenance and electricity costs for County-owned streetlights. Existing streetlight systems owned by Homeowner's Associations located within public rights-of-way and which meet City standards can be dedicated to the City upon the request of the Association. These systems would be maintained by the City, and the City would pay the monthly electric bills.

If an annexation is denied, does that stop development?

No. Approval or denial of an annexation does not affect whether a development can be initiated or continued.

Can I vote on this annexation proposal?

There is no voting process for this annexation. However, the City Council and Board of County Commissioners will hold public hearings where you can testify and offer your support or opposition to the proposal.

Overview of Utility Services and Taxes

Your utility provider will remain the same after annexation. However, some differences between the City and the County in taxes and fees apply to utilities. Your overall property tax may be lower because you will no longer pay the County Road Tax after the annexation. Utilities may be slightly higher because the City assesses a 6% utility tax on a variety of private utilities.

Public and Private Utilities**Water**

- Private well owners will not be required to connect to the City of Tumwater water system because of annexation; however, if your well fails in the future, you may be required to connect to the City's system. This is the same policy in effect today, regardless of annexation status.
- Private water systems will not be required to transfer to the City as part of annexation. The City remains a satellite water system provider should a neighborhood be interested in public services.

Wastewater (Sewer/Septic)

- Onsite septic system owners will not be required to connect to the City's wastewater unless the system fails. This is the same policy in effect today, regardless of annexation status.
- Under current regulations for your area, if your septic system fails in the future and your parcel is located within 200 feet of an existing City wastewater line, you will be required to connect to the City's sewer. This requirement does not change with annexation.
- New onsite systems are not allowed in the City, with the exception of residential lots larger than one acre.
- Wastewater Utility fees are charged only to parcels connected to the City wastewater system. Your bill will not change because of annexation.
- The City does not regularly extend new sewer lines into existing neighborhoods. If extensions were to occur in the future, the cost of the extension would most likely be paid by the City's Wastewater Utility. The Utility provides a voluntary cost-share program for neighborhoods that seek to extend wastewater systems to their areas.

Stormwater

- The City of Tumwater has a stormwater utility to manage stormwater facilities such as ponds, conveyances, and ditches. Currently, Thurston County residents are assessed a stormwater utility fee as part of their property tax assessment, bi-annually. Residents annexing to the City will be assessed a monthly stormwater management fee.

Garbage/Recycling

- Under state law, the City is required to allow your current garbage and recycling company – Pacific Disposal – to continue providing your services for ten years if they wish to do so.
- After ten years (or earlier if your provider discontinues service), the City may become the garbage and recycling provider.
- The 6% utility tax will apply to Pacific Disposal services.

Gas / Electric

- Puget Sound Energy will continue to be the service provider.
- The 6% private utility tax will apply.
- Although this tax is assessed on the utility provider and not the customer, according to the Washington Utilities and Transportation Commission, it is standard practice for the utility to pass the 6% tax on to its customers through higher rates.

Cable Television

- Thurston County and the City of Tumwater both have non-exclusive franchise agreements with Comcast.
- The terms are similar. You should not experience a change in cable charges or fees because of annexation.
- City or County cable franchise agreements do not cover satellite, dish services, and broadband internet.
- The 6% private utility tax will apply to cable television.

Telephone

- Your telephone service provider will not change because of annexation.
- As with other private utilities, the City's 6% tax will apply.

Taxes and Licensing**Property Taxes**

One of the first questions residents ask when they learn their area will be annexed into the City is, "Will my property taxes increase?" The general perception is that being in the City will result in higher property taxes, but in fact, taxes usually go down a small amount. This is because, after annexation, you are no longer required to pay the County road tax. For this particular annexation, however, taxes will increase for most of the County islands, at least for a while. This is because there is an "excess levy" in effect for the McLane Fire Department for 9 of the 12 islands, which the voters approved. By law, property owners are required to continue paying on the levy until it expires. The current property tax rate for this area is \$13.53/\$1,000. Following annexation, it would be \$14.00/\$1,000. Without the excess levy, the tax rate would decrease to \$12.80/\$1,000.

The following property tax scenario is tailored to the Trosper Island area. The amount of \$330,000 is based on the average assessed value of 111 homes in the area. To calculate taxes for your property specifically,

find the assessed value on the Thurston County Assessor's website, divide the value by \$1,000, and multiply that result by the total tax rate following annexation.

Property Tax Comparison

PROPERTY TAX Rates are per \$1,000 of the assessed value of your property	Tax Rate for your area	Taxes for \$330, 000 Home - Based on Average Value for Your Area	Tax Rate after annexation to City of Tumwater	Taxes for \$330,000 home after annexation
County Road Tax	1.11	\$366.30	----	\$0.00
McLane Fire Dept.	1.34	\$442.20	----	\$0.00
McLane Fire Dept. Excess Levy	1.20	\$396.00	1.20	\$396.00
City of Tumwater General Tax	----	\$0.00	2.48	\$818.40
Tumwater Metropolitan Park District	----	\$0.00	0.44	\$145.20
Public Utility District #1	0.01	\$3.30	0.01	\$3.30
Medic One	0.29	\$95.70	0.29	\$95.70
Port of Olympia	0.17	\$56.10	0.17	\$56.10
Timberland Library	0.32	\$105.60	0.32	\$105.60
Tumwater S.D. #33 Excess Levy	5.04	\$1,663.20	5.04	\$1663.20
County General Tax	1.15	\$379.50	1.15	\$379.50
State General Tax	2.90	\$957.00	2.90	\$957.00
TOTAL	13.53	\$4,464.90	14.00	\$4,620.00

IMPORTANT NOTE: The increase in property taxes is due to three voter-approved bonds for the McLane Black Lake Fire Department. The total for these bonds is \$1.20 per \$1,000 of assessed property values. The last of these three bonds will expire in 2024. Without these bonds, which are referred to as "excess levies," the total property tax assessment after being annexed into the City of Tumwater would be \$12.80 per \$1,000 of assessed value, which would be a \$.67/\$1,000 reduction in property tax. In our example, taxes would go down from \$4,620 per year to \$4,224, a \$240 savings based on current tax rates in the County. Therefore, upon expiration of these bonds, your taxes will decrease slightly from what you currently pay.

Cost Difference Scenarios

The best way to predict the impact of annexation is to use these tables to apply to your average bill. These scenarios are provided as an example of the cost differences based on assumed costs for each of the utilities or services affected by annexation.

Summary of Property Tax and Utilities Cost Differences until Last Fire District Excess Levy Expires in 2024

Cost Item	Before	After	Monthly Difference	Annual Difference
Property tax	\$4,464.90/yr.	\$4,620.00/yr.	+\$12.93	+\$155.10
Telephone	\$100/mo.	\$106/mo.	+\$6.00	+\$72.00
Cable	\$100/mo.	\$106/mo.	+\$6.00	+\$72.00
Electricity or Natural Gas	\$150/mo.	\$159/mo.	+\$9.00	+\$108.00
Garbage/recycling*	\$26.82/mo.	\$28.43/mo.	+\$1.61	+\$19.32
Stormwater**	\$101.80/yr.	\$138.00/yr.	+\$3.02	+\$36.20
TOTAL			+\$38.56	+\$462.72

*Based on 65-gallon container for residential service.

**Based on rate for a single-family residence on less than one acre.

Summary of Property Tax and Utilities Cost Differences after Last Fire District Excess Levy Expires in 2024

Cost Item	Before	After	Monthly Difference	Annual Difference
Property tax	\$4,464.90/yr.	\$4,224.00/yr.	-\$20.01	-\$240.90
Telephone	\$100/mo.	\$106/mo.	+\$6.00	+\$72.00
Cable	\$100/mo.	\$106/mo.	+\$6.00	+\$72.00
Electricity or Natural Gas	\$150/mo.	\$159/mo.	+\$9.00	+\$108.00
Garbage/recycling*	\$26.82/mo.	\$28.43	+\$1.61	+\$19.32
Stormwater**	\$101.80/yr.	\$138/yr.	+\$3.02	+\$36.24
TOTAL			+\$5.62	+\$66.66

*Based on 65-gallon container for residential service.

**Based on rate for a single-family residence on less than one acre.

City of Tumwater & Thurston County

JOINT PUBLIC HEARING

Tumwater Islands Annexation Interlocal Agreement

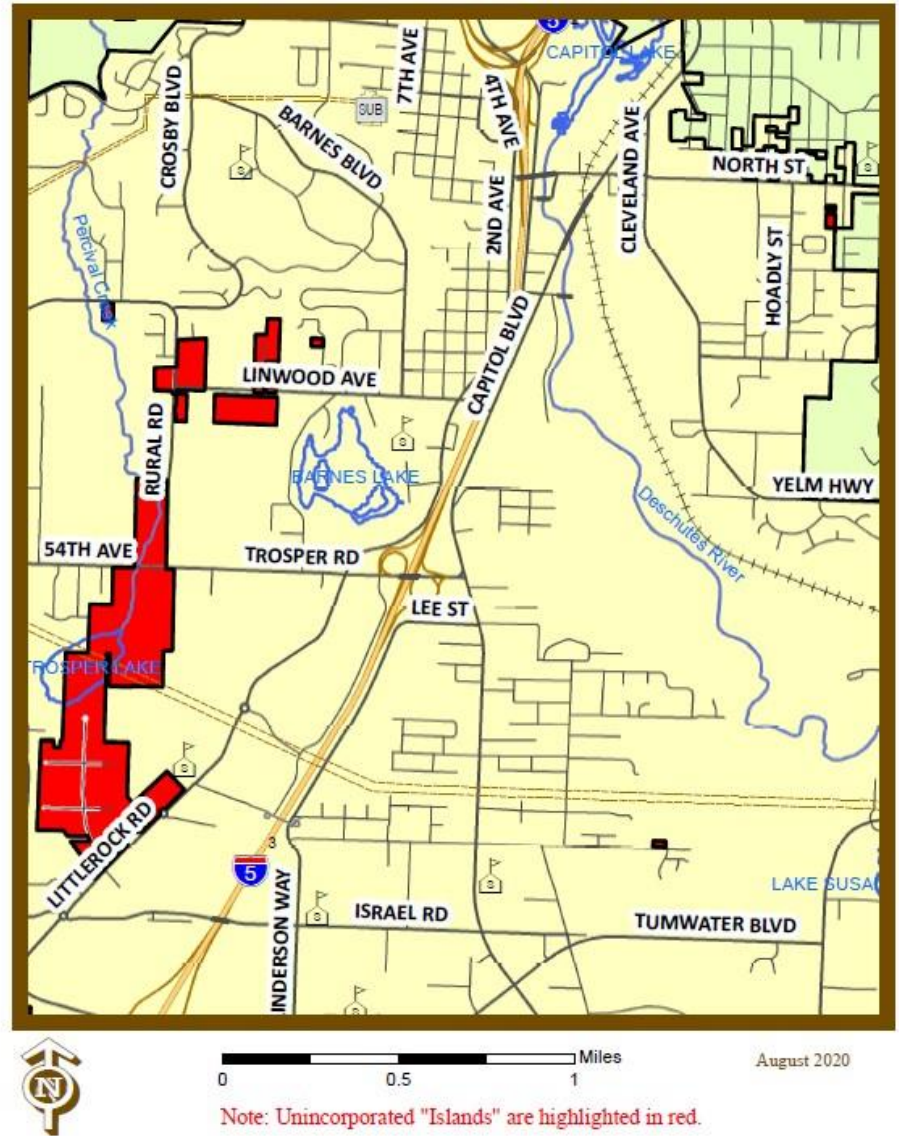
JANUARY 18, 2022



Local Planning Solutions
Knowledge, Experience, Results

Tumwater has 12 unincorporated County “islands” surrounded by the City.

UNINCORPORATED "ISLANDS" IN TUMWATER



Urban Growth Areas

Urban Growth Areas are:

- Established under the Growth Management Act.
- County areas identified through the City-County Joint Plan planning process that are intended to be eventually be annexed by the City.

Profile of the 12 Islands



- 160 parcels
- 161 acres
- 7 islands have 2 lots or less
- Trospen Lake Island represents 111 parcels and 132 acres
 - Trospen Lake Island will be annexed with one ordinance.
 - The other 11 islands will be annexed with another ordinance.

County and Local Fire District Services

- Police and Fire
- Roads and Stormwater
- Building and land use permits
- Code Enforcement
- Separate Voter Pamphlets

RCW 35A.14.296

Recognizing that County islands cause inefficiencies for the delivery of public services, in 2020 the Legislature passed a new law that allows cities and counties to annex these islands through a jointly approved Interlocal Agreement (ILA).

Legislative Findings

“The legislature finds that city annexations of unincorporated areas within urban growth areas will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries or islands of unincorporated territory.”

What is the Process?

City and County staff jointly draft Interlocal Agreement

- This was completed over the last 6 months.

City Conducts Open House to present proposed annexations to residents and provide information

- This occurred on December 1, 2021

The City and County hold a joint public hearing to consider adopting Interlocal Agreement

- **This is where we are now, January 18, 2022.**

If BOTH the City and County approve the Interlocal Agreement, then City will hold public hearings to consider adopting annexation ordinances.

- The first 11 islands hearing is scheduled for March 15, 2022.
- The Trosper Lake Island hearing is scheduled for May 17, 2022

When Would the Annexations be Final?

- If, following a public hearing, the City Council adopts the annexation ordinance, the annexation would take effect upon adoption.
- Based on the current timeline for the public hearings, if the ordinances are adopted, the annexations would occur on the following dates:
 - **First 11 islands – March 15, 2022**
 - **Trosper Lake Island - May 17, 2022**

Public Notice

- In November 2021, post cards were mailed to property owners and residents in the proposed annexation areas letting them know about proposed ILA and the open house.
- On December 1, 2021 the City held a virtual open house to present information regarding the proposed ILA and annexation process.

Public Notice

On December 3, 2021 the City:

- Published a Notice of Availability of the Interlocal Agreement in The Olympian. This notice was published weekly four times.
- Sent a Notice of Availability to property owners and residents in the proposed annexation areas.
- Published the Notice of Availability and a draft of the Interlocal Agreement on the City's Annexations web page.

Public Notice

On January 6, 2022 the City and County:

- Published the ILA Hearing Notice in *The Olympian*.
- Mailed the ILA Hearing Notice to property owners and residents in the proposed annexation areas.
- Published the ILA Hearing Notice on the City's Annexations web page.

Public Comment Opportunities

January 18, 2022: Joint City-County hearing to consider approval of ILA.

March 15, 2022: City of Tumwater hearing to consider annexation ordinance for 11 islands.

May 17, 2022: City of Tumwater hearing to approve annexation ordinance for Trosper Lake Island.

**Dates are tentative and may be subject to change.*

Public Comment Opportunities

City Contact: Brad Medrud, Long Range Planning Manager

- e-mail: bmedrud@ci.tumwater.wa.us
- Mail:

City of Tumwater Community Development
Department
555 Israel Road SW
Tumwater, WA 98501

Public Comment Opportunities

County Contact: Jeremy Davis, Operations Manager

- e-mail: Jeremy.davis@co.thurston.wa.us
- Mail:

Thurston County Community Planning and
Economic Development Department
2000 Lakeridge Drive SW
Olympia, WA 98502

Resources Available

City of Tumwater Annexation webpage

- Frequently Asked Questions
- Pre- and post-annexation cost comparisons
- Proposed annexation area legal descriptions and maps
- Dates of upcoming meetings or events
- Draft of the ILA

www.ci.Tumwater.wa.us/IslandAnnexation

CERTIFICATION OF ENROLLMENT
ENGROSSED SUBSTITUTE SENATE BILL 5522

66th Legislature
2020 Regular Session

Passed by the Senate February 14,
2020

Yeas 25 Nays 22

President of the Senate

Passed by the House March 3, 2020

Yeas 68 Nays 28

**Speaker of the House of
Representatives**

Approved

Governor of the State of Washington

CERTIFICATE

I, Brad Hendrickson, Secretary of the Senate of the State of Washington, do hereby certify that the attached is **ENGROSSED SUBSTITUTE SENATE BILL 5522** as passed by the Senate and the House of Representatives on the dates hereon set forth.

Secretary

FILED

**Secretary of State
State of Washington**

ENGROSSED SUBSTITUTE SENATE BILL 5522

Passed Legislature - 2020 Regular Session

State of Washington

66th Legislature

2019 Regular Session

By Senate Local Government (originally sponsored by Senator Takko)

READ FIRST TIME 02/15/19.

1 AN ACT Relating to providing code cities with the ability to
2 annex unincorporated areas pursuant to a jointly approved interlocal
3 agreement with the county; adding a new section to chapter 35A.14
4 RCW; and creating a new section.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The legislature finds that city
7 annexations of unincorporated areas within urban growth areas will be
8 more efficient and effective if the county and city develop a jointly
9 approved interlocal agreement so as not to create illogical
10 boundaries or islands of unincorporated territory.

11 NEW SECTION. **Sec. 2.** A new section is added to chapter 35A.14
12 RCW to read as follows:

13 (1) A code city as provided in subsection (2) of this section may
14 annex unincorporated territory pursuant to an interlocal agreement.
15 This method of annexation shall be an alternative method and is
16 additional to all other methods provided for in this chapter.

17 (2) The county legislative authority of a county and the
18 governing body of a code city may jointly initiate an annexation
19 process for unincorporated territory by adopting an interlocal
20 agreement as provided in chapter 39.34 RCW and under this section

1 between the county and code city within the county. If a code city is
2 proposing to annex territory where the sole access or majority of
3 egress and ingress for the territory proposed for annexation is
4 served by the transportation network of an adjacent city, or that
5 will include areas in a fire protection district under Title 52 RCW,
6 regional fire protection service authority under chapter 52.26 RCW,
7 water-sewer district under Title 57 RCW, or transportation benefit
8 district under chapter 36.73 RCW, the code city must provide written
9 notice to the governing authority of such adjacent city, regional
10 fire protection service authority, fire protection district, water-
11 sewer district, or transportation benefit district. Such adjacent
12 city or notified district shall have thirty calendar days from the
13 date of the notice to provide written notice of its interest in being
14 a party to the interlocal agreement. If timely notice is provided,
15 such city or district shall be included as a party to the interlocal
16 agreement. If the adjacent city or district does not approve the
17 interlocal agreement, the annexation may not proceed under this
18 section. For purposes of this subsection, "adjacent" means that the
19 territory proposed for annexation is contiguous with the existing
20 city limits of the nonannexing city. The interlocal agreement must
21 ensure that for a period of five years after the annexation any
22 parcel zoned for residential development within the annexed area
23 shall:

24 (a) Maintain a zoning designation that provides for residential
25 development; and

26 (b) Not have its minimum gross residential density reduced below
27 the density allowed for by the zoning designation for that parcel
28 prior to annexation.

29 (3) The county and code city shall jointly agree on the
30 boundaries of the annexation and its effective date. The interlocal
31 agreement shall describe the boundaries of the territory to be
32 annexed and set a date for a public hearing on such agreement for
33 annexation. An interlocal agreement may include phased annexation of
34 territory, and may be amended following the same process as initial
35 approval, including adding additional territory. A public hearing
36 shall be held by each legislative body, separately or jointly, before
37 the agreement is executed. Each legislative body holding a public
38 hearing shall:

39 (a) Separately or jointly, publish a notice of availability of
40 the agreement at least once a week for four weeks before the date of

1 the hearing in one or more newspapers of general circulation within
2 the code city and one or more newspapers of general circulation
3 within the territory proposed for annexation; and

4 (b) If the legislative body has the ability to do so, post the
5 notice of availability of the agreement on its web site for the same
6 four weeks that the notice is published in the newspapers under (a)
7 of this subsection. The notice shall describe where the public may
8 review the agreement and the territory to be annexed.

9 (4) On the date set for hearing, the public shall be afforded an
10 opportunity to be heard. Following the hearing, if the legislative
11 body determines to effect the annexation, they shall do so by
12 ordinance. If the annexation agreement includes phased annexation of
13 territory, the legislative body shall adopt a separate ordinance at
14 the time of each phase of annexation. Upon the date fixed in the
15 ordinance of annexation the area annexed shall become part of the
16 city. If the annexation ordinance provides for assumption of
17 indebtedness or adoption of a proposed zoning regulation, the notice
18 shall include a statement of such requirements. Upon passage of the
19 annexation ordinance a certified copy shall be filed with the board
20 of county commissioners of the county in which the annexed property
21 is located.

--- END ---

Name	Address	Phone	E-mail	Type of Contact	Date Open House Postcard Mailed	Date(s) of Contact	Date E-mail sent regarding Open House Recording	Date Notice of Agreement Mailed	Date Notice of ILA Hearing Mailed	Date Notice of Ordinance Hearing Mailed	Comment Letter/E-mail	Notes
Brastow, Dave	2305 TROSPER RD SW	(360) 402-0368		Resident called 11/18, spoke with Brad. Brad called back on 11/29 with open house information	11/24/21	11/18/21, 11/29/21 11/19/21, 11/21/21, 11/29/21,		12/3/21	1/5/22			Originally spoked to Cathy Nielsen. Lives on Trosper Lake. Questions about open house and his questions about the City and County SMPs.
Brown, David	3620 QUINCE ST SE	(360) 357-4917	reikidr@comcast.net	Resident called 11/19, spoke with Brad on 11/21, Brad called 11/29, visited City Hall and sent email on 11/30/21.	11/24/21	11/30/21	12/3/21	12/3/21	1/5/22		11/30/21	Kerri Kinnaird spoke with him on 11/30/21 at City Hall
Christopher, Robert	6021 GLENWOOD DR SW	(360) 870-5196		Resident called 11/22, spoke with Brad 11/22. Brad called back on 11/29 with open house information.	11/24/21	11/22/21, 11/29/21		12/3/21	1/5/22			Questions about the process
DeTray-Unis, Candi	2325 63RD CT SW	(360) 970-2732	candi.detray@yahoo.com	Resident sent e-mail on 11/19/21 and Brad responded on 11/22/21. Brad send Open House information on 11/24	11/24/21	11/24/21	12/3/21	12/3/21	1/5/22			
Grant, Lily	6235 GLENWOOD DR SW		lily.jane.grant@gmail.com	Potential resident in the proposed annexation area. E-mailed Brad 11/6, Brad Responded 11/7. Brad called back on 11/29 with open house information11/29, response received 11/30	N/A	11/6/21, 11/7/21, 11/29/21, 11/30/21	12/3/21	12/3/2021 (emailed)	1/5/22			Considering house purchase in annexation area, purchased house November/December 2021
Huck, Gayle	5744 SCHOTH RD SW		huckdgm@comcast.net	Resident e-mailed Brad 1/12 with questions, Brad responded 1/12	11/24/22	1/12/22		12/3/22	1/5/22			Questions about process, water, sewer, and private road
O'Looney, Judy	6605 GLENWOOD DR SW	(360) 349-0387	joloone@comcast.net	Resident called 12/2, spoke with Brad. Resident emailed CDD Group, Brad responded with call on 12/1.	11/24/21	12/2/21	12/3/21	12/3/21	1/5/22			Had questions after reviewing materials on website
Phillips, Jason	847 LIBERTY ST SW		inspireme818@gmail.com		11/24/21	12/1/21	12/3/21	12/3/21	1/5/22			Had questions about water and sewer connection requirements
Prince, Patrick J	14031 VUE ST SW	(360) 481-6692	patp202@hotmail.com	Resident emailed County Clerk 12/2	11/24/21	12/2/21	12/3/21	12/3/21	1/5/22		12/2/2021,	Comment forwarded by Jeremy to the City 12/2/21.
Stamper, Dan and Melissa	2210 65TH CT SW	(360) 810-7264/ (360) 810-7132	thestampers@protonmail.com	Residents called, spoke with Brad twice on 12/2, Brad sent emails on 12/2.	11/24/21	12/2/21	12/3/21	12/3/21	1/5/22		1/10/2022	Comment forwarded by Jeremy to the City 1/11/22. Original calls went to Kerri Kinnaird, Juli McGarva, and Gwen Frost at City Hall
The dell, Kate	6323 GLENWOOD DR SW		kate@thedell.net	Resident called on 11/23 and spoke with Brad. Brad send Open House information on 11/24 with response on 11/26.	11/24/21	11/23/21, 11/24/21, 11/26/21	12/3/21	12/3/21	1/5/22			Glenwood HOA contact
Sosnow, David	3616 QUINCE ST SE	(360) 888-3680		Resident called on 12/17 and left a message for Brad about annexation questions on Quince St. Brad called back on 12/20 and let a message that he would call back on January 3, 2022 when back form vacation. Brad called David back on 1/4/22. Property owner wants to start a project and wanted to know who would handle permit review and the timing of the annexations.	11/24/21	12/17/21		12/3/21	1/5/22			Had questions regarding permitting and annexation

Written Public Comments Received
Tumwater Island Annexation ILA
January 18, 2022

Attachment G

-----Original Message-----

From: DAVID BROWN <reikidr@comcast.net>

Sent: Tuesday, November 30, 2021 10:42 PM

To: Brad Medrud <BMedrud@ci.tumwater.wa.us>

Cc: DAVID BROWN <reikidr@comcast.net>; jeremy.davis@co.thurston.wa.us;
asrinfo@co.thurston.wa.us

Subject: Objection to Quince Street Annexation by Tumwater

Importance: High

In regards to the Annexation Plan for my property at 3620 Quince St, SE, Parcel # 82200300212, I wholeheartedly OBJECT to Any annexation attempts, just as I have objected for the past 30 years!!

Each time an annexation question comes up, your 'Experts' have said 'No problem. You can remain County if you want.' That includes when the 2020 bill came up. But Tumwater jumped on it to remove any possible disputes from the property owners themselves. So now it's an ALL OR NOTHING Deal with no choice from the individual. Yes, we can 'VOICE' our concerns, but have no 'Vote' in the outcome. A Precinct vote (we are precinct 67) by all the Precincts involved would provide a more equal say in the outcome. But as I've said, LEAVE QUINCE ST. ALONE!!

I believe your FAQs page to be incorrect regarding tax increases. Over the years I've noticed much higher taxes overall from the cities (Tum/Oly) compared to Thurston Co. each year. I use few, if any, City services not already provided by the county.

City/County has an operating agreement to provide Emergency Police services as necessary. I've requested Sherrif support twice in 30 years, and City Police showed up for one dispute, and a Deputy for the other. I have no real problem with that arrangement as both were prompt.

Many of my objections are personal, but the city money grabbing reasons are what I object to most. LEAVE MY ISLAND AS IT IS. Leave my Taxes as they are. There are several cost manipulations regarding city taxes over the years that I've fought and won. I intend to fight this annexation attempt as well.

First, several times, it was Tumwater saying they would remove the LOTT surcharge if I would sign an agreement not to object to Some Future Attempt to Annex my property. I refused then, and I OBJECT NOW!! Note that if this unwanted Annexation should happen, I WILL request from Tumwater for ALL LOTT PAYMENTS made over the last 30 years!!

Next, Thurston Co. changed our Tax Code from County to Tumwater on several occasions over the years, resulting in very large tax increases. When we realized what had happened later, Thurston Co. Assessor refunded thousands of dollars to us affected property owners. We now have our own tax code 135, which is noted 'Permanent, Do Not Remove'. I would like that to remain as such.

For some period of time Puget Sound Energy was charging us City Tax on our bills, until I told them we were County, not city. The refunded back as far as they could go. City tax is still not applied.

Comcast is charging me a Franchise Fee which is currently being paid to Tumwater. I've fought this fee several times and they removed it, only to pop back up later, being paid to someplace else. Originally

Written Public Comments Received
Tumwater Island Annexation ILA
January 18, 2022

Olympia, then again Olympia several months later, then Thurston Co., and now Tumwater. It's an unnecessary fee that for the most part the recipient's don't know what to do with.

I've said about all I can for the moment, but be assured I will continue to fight this current annexation attempt.

Thank you.

David Brown
3620 Quince St. SE.
Tumwater, Wa. 98501

360-357-4917

Written Public Comments Received
Tumwater Island Annexation ILA
January 18, 2022

From: Thurston County | Send Email <spout@co.thurston.wa.us>
Sent: Thursday, December 2, 2021 5:05 PM
To: Amy Davis <amy.davis@co.thurston.wa.us>
Subject: Island annexation

This email was created by the County Internet web server from the email masking system. Someone from the Public has requested to contact you with the following information:

To: **Amy Davis**

Subject:

From: **PATRICK J PRINCE**

Email (if provided): patp202@hotmail.com

Phone: (if provided): **3604816692**

Message:

I was wondering where the board stands on allowing annexation of the county islands in tumwater. I hope ya'll oppose it. I apologize if this email is directed in the wrong place but I think I'm right. If not who represents me?

I feel that without a vote of the people who have lived in these unincorporated islands for so many years a annexation would be wrong. Years ago there was a vote and the vote determined that the citizens living in these areas didn't want tumwater to annex us. Legislation was manipulated to allow annexation without a vote of the people. I feel as our representatives and our voice you must vote against annexation.

I hope this message is recieved by the right people who represent me.

**Thank you,
Patrick Prince**

Written Public Comments Received
Tumwater Island Annexation ILA
January 18, 2022

From: Patrick Prince <patp202@hotmail.com>
Sent: Monday, January 10, 2022 5:42 PM
To: Jeremy Davis <jeremy.davis@co.thurston.wa.us>
Subject: Tumwater annexation of county land

Greetings,

It has come to my attention that the city the city of Tumwater is once again working to annex county "islands". This is a matter that was voted on by the people who live in these so-called islands a few years ago and was overwhelming vetoed by the people. Now legislation has been manipulated in favor for Tumwater not allowing a vote of the people to even be considered. It's bothersome that something like this could occur.

I have been a part of the Glenwood community for over 20 years. Most of my neighbors have been here right about the same amount of time. We speak about this proposal of annexation and most everybody agrees that this serves no benefit to us. The majority of my community agrees we would like to stay county. This is what we bought into when we purchased our homes living in county and not city.

I ask you vote against this, and let the people who live in these areas vote on it. Let the people vote. Please and thank you.

Sincerely,

Patrick Prince

OWNER_NAME	ADDRESS1	CITY	STATE	ZIP
ADAMS, JONATHAN D	6324 GLENWOOD DR SW	OLYMPIA	WA	98512
ALLSUP, RANDY L & LORI	6104 GLENWOOD DR SW	OLYMPIA	WA	98512
ANDERSON, BENJAMIN L & KELSIE L	6030 GLENWOOD DR SW	OLYMPIA	WA	98512
BACON, J RICHARD	5747 SCHOTH RD SW	OLYMPIA	WA	98512
BAKER, PAUL A & JENNIFER L	5738 SCHOTH RD SW	OLYMPIA	WA	98512
BARR, JASON	2343 63RD CT SW	OLYMPIA	WA	98512
BARTON, PAUL B	2230 65TH CT SW	TUMWATER	WA	98512
BITTNER, FRED G	2110 54TH AVE SW # 20	OLYMPIA	WA	98512
BRASTOW, DAVID	2305 TROSPER RD SW	TUMWATER	WA	98512
BRINTON, JOHN A	725 SUMMIT LAKE SHORE RD NW	OLYMPIA	WA	98502
BROCKMANN, ROBERT E & BERNICE D	6223 NUGGET CT SW	TUMWATER	WA	98512
BROCKSCHMIDT, EDNA E & ARTHUR E	14024 152ND AVE SE	RENTON	WA	98059
BROWN, DAVID A	3620 QUINCE ST SE	OLYMPIA	WA	98501
BROWNE, GREGORY J	6240 GLENWOOD DR SW	OLYMPIA	WA	98512
BUTKEVICH, PETER & ESTHER	2425 65TH CT SW	OLYMPIA	WA	98512
CARRILLO, MARGARITA	2216 48TH AVE SW	TUMWATER	WA	98512
CARUSO, CAROLYN L	2328 65TH CT SW	OLYMPIA	WA	98512
CASE, JAIME J & AMY P	6535 LITTLEROCK RD SW	TUMWATER	WA	98512
CHENARD, KAITI & JEFFREY	2240 65TH CT SW	TUMWATER	WA	98502
CHRISTOPHER III, ROBERT E & ELIZABETH A	6021 GLENWOOD DR SW	OLYMPIA	WA	98512
CIUBUC, ALEXANDR P & MARINA I	6427 LITTLEROCK RD SW	TUMWATER	WA	98512
COLVIN, CAROLYN J	875 LIBERTY ST SW	OLYMPIA	WA	98512
COOK, JEAN W	2315 65TH CT SW	OLYMPIA	WA	98512
CREIGHTON, PATRICIA S	6425 GLENWOOD DR SW	OLYMPIA	WA	98512
DALE, BILLIE JO	909 LIBERTY ST SW	OLYMPIA	WA	98512
DARLING, ROBERT L & CHRISTINA Y	6430 GLENWOOD DR SW	OLYMPIA	WA	98512
DAVIS, GARY A	6623 GLENWOOD DR SW	OLYMPIA	WA	98512
DAVIS, JEANNETTE DELRENE	3414 SLEATER KINNEY RD NE	OLYMPIA	WA	98506
DAVIS, JEANNETTE DELRENE	3414 SLEATER KINNEY RD NE	OLYMPIA	WA	98506
ELLIOTT, BETTY	6312 GLENWOOD DR SW	OLYMPIA	WA	98512
ELPIS LLC	1705 15TH AVE SW	OLYMPIA	WA	98502
ENERGY STAR INVESTMENTS LLC	PO BOX 12887	OLYMPIA	WA	98508
FLANNERY, MARIANNE	6132 GLENWOOD DR SW	OLYMPIA	WA	98512
FORKNER, CHRISTINE	6101 GLENWOOD DR SW	OLYMPIA	WA	98512
FOSHAUG, THEODORE	6337 GLENWOOD DR SW	OLYMPIA	WA	98512
FOSTER, EARL V	702 DENNIS ST SE	TUMWATER	WA	98501
FOSTER, ROMAE J	702 DENNIS ST SE	TUMWATER	WA	98501
FRYE, WENDY L	223 SAPPHIRE	NEW BRAUNFELS	TX	78130
GALLO, GEORGE M & MISTY R	737 SW PIONEER RD	OLYMPIA	WA	98512
GEISSLER, KARL & BRENDA	3409 COOPER POINT RD NW	OLYMPIA	WA	98502
GILLESPIE, TAMARA	6614 GLENWOOD DR SW	TUMWATER	WA	98512
GLENWOOD COMMUNITY PK	RR 13 BOX 278	OLYMPIA	WA	98512
GRASS, JAMES L	1826 LIBERTY ST SW	OLYMPIA	WA	98512
GUBBE, MARJORIE	984 LIBERTY ST SW	OLYMPIA	WA	98512
GUYETT, VALENTINO F	4915 SW 330TH ST	FEDERAL WAY	WA	98023
HAGEN, MARK A	2216 63RD CT SW	TUMWATER	WA	98512

HAMILTON, BRIAN & APRIL	2405 65TH CT SW	OLYMPIA	WA	98512
HANNA, JENNIFER	795 LIBERTY ST SW	OLYMPIA	WA	98512
HAYES, CHERYL LYNN	896 PIONEER RD SW	TUMWATER	WA	98502
HENRICKSEN, DANIEL M & LACEY R	6119 GLENWOOD DR SW	OLYMPIA	WA	98512
HINOJOZA, PETRONILO & MARIA ISABEL	1800 SAPP RD SW	OLYMPIA	WA	98512
HOLT, JOSEPH D	868 PIONEER RD SW	OLYMPIA	WA	98512
HOPKES, KAY F	2327 65TH CT SW	OLYMPIA	WA	98512-7208
HOUSE, ELAINE FISCHER	1733 LINWOOD AVE SW	OLYMPIA	WA	98512
HOWIE JR, HOUSTON	2421 65TH CT SW	OLYMPIA	WA	98512
HUCK, DANIEL N	5744 SCHOTH RD SW	OLYMPIA	WA	98512
HUDSON, JAMES WILLIAM & MARJORIE D	5801 SCHOTH RD SW	OLYMPIA	WA	98512
IRIZARRY, JUSTIN & KRISTEN	897 LIBERTY ST SW	OLYMPIA	WA	98512
JENSEN, CYNTHIA B & COLLYAR	6009 GLENWOOD DR SW	OLYMPIA	WA	98512
JESKE, DOUGLAS N & KAREN A	PO BOX 14010	TUMWATER	WA	98511
JORDAN, AMBRIA	953 LIBERTY ST SW	OLYMPIA	WA	98512
KESSLER, HARRY L	6431 GLENWOOD DR SW	TUMWATER	WA	98512
KIRKPATRICK, JAMIE & JENIFER	4706 101ST LN SW	OLYMPIA	WA	98512
KIRSCHENMANN, SHEILA	6418 GLENWOOD DR SW	OLYMPIA	WA	98512
LAFRENIER, SCOTT M & TIFFANY	2208 63RD CT SW	OLYMPIA	WA	98512
LARSON, KEVIN & KARLA	1626 SAPP RD SW	OLYMPIA	WA	98512
LARSON, NOEL	2231 63RD CT SW	TUMWATER	WA	98512
LITTLEROCK WEST LLC	4705 LACEY BLVD SE	LACEY	WA	98503
LUNDMARK, STUART E & RACHAEL A	1824 LIBERTY ST SW	OLYMPIA	WA	98512
MAY, MANCEL	7309 DIBBLE AVE NW	SEATTLE	WA	98117
MAYER FAMILY TRUST	6311 GLENWOOD DR SW	OLYMPIA	WA	98512
MAYO, TRACY L	6639 LITTLEROCK RD SW	TUMWATER	WA	98512
MCDONALD, KARI L	2215 65TH CT SW	OLYMPIA	WA	98512
MICKELSON, BARBARA A	6606 GLENWOOD DR SW	OLYMPIA	WA	98512
MILLIMAN, BRUCE D & KAREN L	6519 GLENWOOD DR SW	OLYMPIA	WA	98512
MOFFAT, VALERIE G	6143 GLENWOOD DR SW	OLYMPIA	WA	98512
MURPHY, DOMINIC L & JILLIAN L	991 LIBERTY ST SW	TUMWATER	WA	98501
O LOONEY, JUDITH V	6605 GLENWOOD DR SW	OLYMPIA	WA	98512
OESTREICH, VIRGINIA L	12526 SE POWELL CT APT 36	PORTLAND	OR	97236
OLNESS, FRED	5031 SISKIYOU LOOP SE	OLYMPIA	WA	98501-7911
OLNESS, FRED	5031 SISKIYOU LOOP SE	OLYMPIA	WA	98501-7911
PALLADINO, ROBERT M & LORETTA C	5736 SCHOTH RD SW	OLYMPIA	WA	98512-7307
PALM, MICHAEL A & CYNTHIA L	400 OLD HWY 99 N	TENINO	WA	98589
PARASCAND, DAVID & CARLYE	3544 QUINCE ST SE	OLYMPIA	WA	98501
PAUL A BOURGAULT QTIP TRUST B	5901 E SARAZEN ST SE	OLYMPIA	WA	98513
PERSOON, GERALD L	797 LIBERTY ST SW	OLYMPIA	WA	98512
PETKOVITS, MARTIN D	4544 RURAL RD SW	TUMWATER	WA	98512
PHELPS, LADENA L	1405 LINWOOD AVE SW	TUMWATER	WA	98512
PHILLIPS, DEBRA L	1820 LIBERTY ST SW	TUMWATER	WA	98512
PHILLIPS, JASON	847 LIBERTY ST SW	OLYMPIA	WA	98512-6839
PIDONE, CHARLES S	2232 63RD CT SW	TUMWATER	WA	98512
PRINCE, PHILLIP E & SABINE L	14031 VUE ST SW	OLYMPIA	WA	98512-5924
RAJAGOPAL, RATHNAVEL	7428 BOSTON HARBOR RD NE	OLYMPIA	WA	98506

Resident	1341 SW 45TH AVE	OLYMPIA	WA	98512
Resident	1525 LINWOOD AVE SW	TUMWATER	WA	98512
Resident	1531 LINWOOD AVE SW	TUMWATER	WA	98512
Resident	1604 SAPP RD SW	OLYMPIA	WA	98512
Resident	1765 LINWOOD AVE SW	TUMWATER	WA	98512
Resident	1830 LINWOOD AVE SW	TUMWATER	WA	98512
Resident	1920 LINWOOD AVE SW	TUMWATER	WA	98512
Resident	2203 TROSPER RD SW	TUMWATER	WA	98512
Resident	2209 TROSPER RD SW	TUMWATER	WA	98512
Resident	2224 63RD CT SW	TUMWATER	WA	98512
Resident	2225 63RD CT SW	TUMWATER	WA	98512
Resident	2225 65TH CT SW	TUMWATER	WA	98512
Resident	2307 TROSPER RD SW	TUMWATER	WA	98512
Resident	2309 TROSPER RD SW	TUMWATER	WA	98512
Resident	2311 TROSPER RD SW	TUMWATER	WA	98512
Resident	2326 SE 63RD AVE	OLYMPIA	WA	98503
Resident	2342 63RD CT SW	OLYMPIA	WA	98512
Resident	2420 63RD CT SW	LACEY	WA	98503
Resident	6118 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6405 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6421 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6439 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6507 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6520 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6523 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6532 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6541 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6547 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6623 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	6637 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6641 GLENWOOD DR SW	OLYMPIA	WA	98512
Resident	6737 LITTLEROCK RD SW	TUMWATER	WA	98512
Resident	704 DENNIS ST SE	TUMWATER	WA	98501
Resident	796 LIBERTY ST SW	OLYMPIA	WA	98512
ROBERTS, JASON M & MICHELE R	1724 SAPP RD SW	OLYMPIA	WA	98512
ROSS, CHRISTOPHER D & MEGAN N	6645 LITTLEROCK RD SW	TUMWATER	WA	98512
SAPP, RICK C	2215 63RD CT SW	OLYMPIA	WA	98512
SCHOLTZ, REBECCA E	2430 65TH CT SW	OLYMPIA	WA	98512
SCHULTZ, JESSE M & HEIDI R	6535 GLENWOOD DR SW	OLYMPIA	WA	98512
SHIELDS, RANDALL L & JILL A	6336 GLENWOOD DR SW	OLYMPIA	WA	98512
SHUNKWILER, WAYNE K	4606 RURAL RD SW	OLYMPIA	WA	98512
SIMMONS, TED D	1600 C SAPP RD SW	OLYMPIA	WA	98512
SINCLAIR, ROBERT D	2406 65TH CT SW	OLYMPIA	WA	98512
SOSNOW, DAVID	3616 QUINCE ST SE	OLYMPIA	WA	98501
STAMPER, MELISSA S	2210 65TH CT SW	OLYMPIA	WA	98502
STANFORD, RANDEL K	6234 GLENWOOD DR SW	OLYMPIA	WA	98512
STEVENS, RYAN	6530 GLENWOOD DR SW	OLYMPIA	WA	98512

STEWART, ROBIN C	6241 GLENWOOD DR SW	OLYMPIA	WA	98512
STOLZ, DAVID T	2235 65TH CT SW	TUMWATER	WA	98512
STONE, JORDAN LEE & ERIKA LEIGH	2220 65TH CT SW	OLYMPIA	WA	98512
SULLIVAN, SARAH SUZANNE & PATRICK O BRIE	6214 GLENWOOD DR SW	OLYMPIA	WA	98512
SUMMERLIN, DWIGHT	5740 SCHOTH RD SW	OLYMPIA	WA	98512
TAX, TED F	6417 LITTLEROCK RD SW	TUMWATER	WA	98512
THEDELL, TODD & KATHLEEN	6323 GLENWOOD DR SW	OLYMPIA	WA	98512
THOMAS, CHERI M	733 PIONEER RD SW	OLYMPIA	WA	98512
THOMPSON, KELLY DONALD	4244 56TH AVE SW	OLYMPIA	WA	98512
THORNTON, TODD C & CHAROLETTE DION	1341 LINWOOD AVE SW	TUMWATER	WA	98512
THURSTON, COUNTY OF	2000 LAKERIDGE DR SW	OLYMPIA	WA	98502
TROSPER, DONALD W & DEBRA K	2209 54TH AVE SW	TUMWATER	WA	98512
TROSPER, GARY LEE	2211 TROSPER RD SW	TUMWATER	WA	98512
TROSPER, SHIRLEY M	2105 TROSPER RD SW	TUMWATER	WA	98512
TURCOTTE, KENNETH & MARY	6131 GLENWOOD DR SW	OLYMPIA	WA	98512
TYLER, MARK	2247 SAPP RD SW	OLYMPIA	WA	98512
UNGARO, ANTHONY M	5803 SCHOTH RD SW	TUMWATER	WA	98512
UNION GOSPEL MISSION ASSN OF OLYMPIA	PO BOX 7668	OLYMPIA	WA	98507
UNIS, LUKE A	2325 63RD CT SW	TUMWATER	WA	98512
VAN BERRY, CURTIS	2205 63RD CT SW	TUMWATER	WA	98512
VETTORI, JAMES M & LETA F	6235 GLENWOOD DR SW	OLYMPIA	WA	98512
WARNER, DEREK W & JANELL	1750 SAPP RD SW	OLYMPIA	WA	98512
YOUNG TRUSTEES, ROSS L & MARY L	1381 LINWOOD AVE SW	TUMWATER	WA	98512

TO: City Council
FROM: John Doan, City Administrator
DATE: January 18, 2022
SUBJECT: Proposition No. 1 Tumwater School District No. 33 Replacement Capital Levy for Facility, Safety, and Instructional Technology Improvements

1) Recommended Action:

Conduct a public hearing and consider a motion in support of the Tumwater School District's pending ballot proposition (Resolution No. 04-21-22) proposing a 4-year replacement levy.

2) Background:

The Thurston County Auditor's information regarding the proposition is attached. Tumwater School District staff will present background information on the proposition at the hearing.

3) Policy Support:

Strategic Priority: Build a Community Recognized for Quality, Compassion and Humanity

4) Alternatives:

- ☐ Do not comment on the pending proposition
 - ☐ Oppose the proposition
-

5) Fiscal Notes:

There is no direct fiscal impact to the City.

6) Attachments:

- A. Relevant section of the Thurston County Voters' Pamphlet.

For this election, there are 19 ballot drop boxes open 24 hours a day starting January 21. They close promptly at 8:00 p.m. on February 8, 2022 Election Night.

Lacey Area
Lacey Post Office.....5815 Lacey Blvd SE
Woodland Retirement & Assisted Living.....4532 Intelco Lp SE

Olympia Area
Church of the Good Shepherd.....1601 North St SE
Crain's Office Supply.....1006 4th Ave E
Gloria Dei Lutheran Church.....1515 Harrison Ave NW
Haggen NW Fresh.....1313 Cooper Point Rd SW
Olympia City Hall.....601 4th Ave E
The Evergreen State College.....2700 McCann Plaza Dr NW
Thurston County Courthouse.....2000 Lakeridge Dr SW
South Puget Sound Community College.....2011 Mottman Rd SW

Tumwater Area
McLane Black Lake Fire Station 95.....5911 Black Lake Blvd SW
Tumwater Timberland Library.....7023 New Market St SW
Tumwater School Administration.....621 Linwood Ave SW

South County Area
Bucoda.....103 S Main St
Tenino School District Administration.....301 Old Hwy 99 N

Southwest County
Littlerock Fire 11.....10828 Littlerock Rd SW, Olympia

Steamboat Island
Griffin Fire 13, Station 1.....3707 Steamboat Lp NW, Olympia

North County
South Bay Fire 8,
Station 81.....3506 Shincke Rd NE, Olympia
South Bay Fire 8,
Station 83.....5046 Boston Harbor Rd NE, Olympia

For questions about the ballot measure, please contact: Tumwater School District No. 33 at 360.709.7001

Your signature matters!

Did you know that Thurston County Elections has a team of signature checkers trained by the State Patrol Fraud Division? They compare your signature on the return envelope's voter declaration to the signature we have on file for you.

Sometimes signatures change. If that's the case, no worries! Contact our office! Contact information listed below.

Published by the Thurston County Auditor's Office
Elections Division
2400 Evergreen Park Dr SW
Olympia, WA 98502

Phone: 360.786.5408
Fax: 360.754.4591
Deaf and Hard-of-Hearing: 711 Washington Relay
elections@co.thurston.wa.us
ThurstonVotes.org

Voting Center & Accessibility Information

What is the ExpressVote™?

The ExpressVote™ is a voting assistance device that enables voters with visual impairments, cognitive/learning disabilities, illiteracy, or limited mobility to vote independently and privately.

Voting Center & ExpressVote™ Location, Dates & Times

Thurston County Elections*
2400 Evergreen Park Dr SW
January 21 - February 7, 2022
(Monday - Friday) 8:00 a.m. - 4:30 p.m.
February 8 (Election Day)
8:00 a.m. - 8:00 p.m.

* The Auditor's Office is a voting center beginning January 21 for the February 8, Special Election. This is the only location that issues paper ballots or hosts the ExpressVote™ accessible voting machine.

A

Official Thurston County Local Voters' Pamphlet

Tumwater School District No. 33

February 8, 2022 Special Election



Dear Thurston County Voter,

Your vote matters in every election. This is especially true in smaller local elections. One vote can determine the outcome.

To ensure you can educate yourself and make informed decisions, we continue printing local voters' pamphlets every election. Your Auditor is committed to bridging the gap between local government and citizens and making voting as accessible as possible.

We are fortunate to vote-by-mail. Ours is a national model. For example, we check every single envelope signature against the signature we have on file to protect against fraud.

Our mission is to run transparent, accessible and open elections. We want you to vote with confidence in the security of your ballot. I invite you to observe our Ballot Processing Center where you can see how ballots are processed. Your vote is secret. If you would like to take a closer look at how we conduct our elections, more information is available at ThurstonVotes.org. You can also email elections@co.thurston.wa.us or give us a call at 360.786.5408 if you have any questions or concerns.

Election disinformation is the biggest problem we face as election administrators. It will take all of us to combat this threat to democracy. If you see election disinformation, please email us at disinfo@co.thurston.wa.us

Warmly,

Diana Benson

Diana Benson
Thurston County Chief Deputy Auditor

Introduction to Local Measure

For the measure in the Local Voters’ Pamphlet the jurisdiction is required to formally appoint committees to prepare statements advocating the approval and rejection of the measure. If the jurisdiction is unable to make such appointments the Thurston County Auditor advertises for such appointments. The Auditor’s Office encourages you to review all statements and seek additional information from the jurisdictions, the appointed citizens’ committees and local media.

Tumwater School District No. 33

Proposition No. 1
Replacement Capital Levy for Facility, Safety and Instructional Technology Improvements

Ballot Title

The Board of Directors of Tumwater School District No. 33 adopted Resolution No. 04-21-22, authorizing a replacement levy to continue support for capital improvements. This proposition would authorize the District to levy the following excess taxes, replacing an expiring levy, on all taxable property within the District, to upgrade building envelopes, HVAC, electrical, plumbing, safety and security systems, make energy efficiency/ site improvements, conduct pre-construction activities, and improve instructional technology equipment and infrastructure:

Collection Year	Estimated Levy Rate/\$1,000 Assessed Value	Levy Amount
2023	\$0.75	\$5,725,000
2024	\$0.75	\$5,925,000
2025	\$0.75	\$6,125,000
2026	\$0.75	\$6,325,000

all as provided in Resolution No. 04-21-22.

Should this proposition be approved?

Yes

No

Explanatory Statement

Passage of Proposition No. 1 would allow Tumwater School District to replace an existing capital levy that will expire at the end of 2022. The proposed replacement levy authorizes the District to continue funding District-wide facility, safety and instructional technology improvements including: (1) upgrading building envelopes, HVAC, electrical and plumbing systems, roofs, and other critical infrastructure; (2) upgrading communication, emergency alarm and security camera systems, entry/access controls, door locks and other health, safety and security systems; (3) making energy efficiency and site improvements; (4) conducting pre-construction activities for new and/or renovated schools; (5) improving instructional technology equipment and infrastructure, including acquiring student and teacher technology devices and other technology equipment. More information is available at <https://www.tumwater.k12.wa.us/>.

The proposed replacement levy would authorize collection of taxes to provide \$5,725,000 in 2023, \$5,925,000 in 2024, \$6,125,000 in 2025, and \$6,325,000 in 2026. The tax levy rate required to produce these levy amounts is estimated to be \$0.75 per \$1,000 of assessed value. Exemptions from taxes may be available to certain homeowners, call Thurston County Assessor (360) 867- 2200.



If you need a ballot, have questions about your ballot, your address has changed, or need to register to vote, please contact us:

ThurstonVotes.org
2400 Evergreen Park Dr SW
Olympia, WA 98502
Phone: 360.786.5408
Online: [VoteWA.gov](https://www.vote.wa.gov)

Is it after January 31? Please contact our office on how to get registered or update your address.

Statement For

Vote “Yes” to Support our Tumwater Schools!
Tumwater students need your support to continue to provide quality programs and school facilities by passing the four-year Replacement Capital Levy for Facility, Safety, and Instructional Technology Improvements.

Proposition 1 - the Replacement Capital Levy is not a new tax but will replace the current levy that voters approved in 2019 and will end in 2022. The district is asking for \$.75 (seventy-five cents) per \$1,000 of assessed property value for property owners in the district. The overall TSD tax rates will remain stable and not increase above the 2021 collections due to the voter-approved bond costs decreasing.

The Replacement Capital Levy will pay for new technology for our students and staff, improved safety and security of our facilities, facility improvements and repairs, and pre-planning costs for the next new Tumwater school. The projects include Technology/Chromebook purchase and replacement, Safety Upgrades – including camera system replacements, school intercom/safety alert systems, safety lighting improvements, Earthquake/Seismic upgrades, and Boiler/Chiller Replacements.

Tumwater School District has a proud history of supporting our schools. Your support has contributed to award-winning success in student achievement, athletics and activities. Strong schools build strong communities. *Please vote “Yes” to show your continued commitment to our students and our community by providing our children with the best education possible.*

Statement submitted by: Tumwater Citizens for Better Education, Jennifer Herrin and Christy Upton (ijnherrin@Comcast.net), Love Our Tumwater Schools Facebook

Statement Against

No against committee was formed.

Statement Disclaimer:
Statements For and Against are the opinions of the authors and have not been checked for factual or grammatical accuracy by the Auditor’s Office.

Election Day is Tuesday,
February 8, 2022

Who donates to campaigns?
View contributors for measures
Public Disclosure Commission
pdc.wa.gov
Toll Free 877.601.2828

**TUMWATER VIRTUAL JOINT CITY COUNCIL
& TUMWATER SCHOOL DISTRICT
MINUTES OF MEETING
November 4, 2021 Page 1**

CONVENE: 6:00 p.m.

PRESENT: Mayor Pete Kmet and Councilmembers Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Debbie Sullivan.

Tumwater School Board President Melissa Board and School Board Members Laurie Sale, Scott Killough, Casey Taylor and Darby Kaikkonen.

Staff: City Administrator John Doan, Communications Manager Ann Cook and Police Chief Jon Weiks.

School Staff: Superintendent Sean Dotson.

**JOINT MEETING
SESSION 2:
RACIAL EQUITY
PARTNERSHIP**

At 6:00 p.m. the meeting was called to order by Mayor Pete Kmet.

**21 DAY RACIAL
EQUITY CHALLENGE
SESSION 2 DISCUSSION**

Facilitators Eileen Yoshina and Matthew Gulbranson introduced themselves and welcomed everyone back for Session 2.

Eileen and Matthew reviewed the practices and agreements they would use to have the Racial Equity discussion. The group shared their reflections on days 6-10 of the challenge and how they plan to institute changes from their reflections in the future.

Facilitators Yoshina and Gulbranson lead the group through discussions about the different definitions of racism and invited the group to share examples and their thoughts.

Facilitators Gulbranson and Yoshina thanked the group for their time and participation in tonight's discussion.

ADJOURNMENT: **The meeting was adjourned at 8:00 p.m.**

Prepared by Melody Valiant, City Clerk

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 1

CONVENE: 5:30 p.m.

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

City Administrator John Doan and City Attorney Karen Kirkpatrick Community Development Director Michael Matlock, Water Resources & Sustainability Director Dan Smith, Finance Director Troy Niemeyer, Transportation and Engineering Director Brandon Hicks, Communications Manager Ann Cook, and City Clerk Melody Valiant.

EXPERIENCE
OLYMPIA & BEYOND
UPDATE:

Annette Pitts, Chief Executive Officer, Experience Olympia & Beyond (a.k.a. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)), briefed the Council on the future strategic direction of the VCB and the status of the organization over the course of the pandemic. Highlights of the presentation included the following:

- The pandemic severely impacted tourism and the hospitality industry in the region.
- The region averaged over 3,200 jobs within the hospitality industry during 2020.
- The VCB continues to fulfill the objective of helping to drive the regional economy. In Thurston County, the tourism industry generated over \$345 million in revenue during the pandemic.
- One lesson learned during the pandemic was the need to embrace change and explore ways of expanding the economy through a lens of public health and safety requiring a paradigm shift.
- Six building blocks of the VCB include:
 - Recovery – Sensitivity, safety, and a balanced approach.
 - Discovery – The travel landscape has changed requiring changes in the region as well. Understanding the changes is a critical component for the VCB moving forward with driven and fact-based decision-making the rule.
 - Craft a destination – Influence destination development initiatives to enhance visitor experience while maintaining and enhancing local quality of life and honoring shared community values.
 - Deploy communications both to travelers and the community.
 - Track, measure, evaluate, adjust, and repeat – Initiatives and programs will be monitored, quantified, and adjusted with regularity based on sound, technology-based measurement tools.
 - Build the economy – Plan and execute through the lens of

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 2

building revenue to support and drive the Thurston region. Ensure encouragement of responsible tourism, commitment to a lengthy discovery process, identify and address gaps through programmatic changes, continue traditional methods of communication to potential travelers and community stakeholders, be willing to adapt to changing conditions, and track, measure, verify, evaluate, and adjust as needed.

- The immediate path forward is through the Destination Development Plan (research-based) and the Mid-Range Strategic Plan (2023-2026) based on research and data with input from members, the Board, and from a series of surveys with community stakeholders and several stakeholder focus group meetings. Travelers were surveyed and traveler demographics were analyzed to target opportunity areas. The VCB conducted a complete market inventory (lodging occupancy rates & average revenue to gauge health of lodging partners) and tracked pre-pandemic consumer behavioral changes (short-term rentals).
- The VCB plans to revamp the website.
- The VCB discontinued membership dues.
- The VCB is expanding the branding of *Experience Olympia and Beyond* to all jurisdictions in the county to include integration into the website's new design with separate domain names for each jurisdictional partner.
- The VCB added a new director of research and administration and a new director of marketing.
- All efforts conform and comply with the mission statement to strengthen the region's economy by developing meaningful and promoting travel to vibrant Thurston County. The VCB is accredited through Destinations International.

Ms. Pitts reviewed current efforts in support of the Destination Development Plan Action Plan in the following categories:

- Research
- Contact Development
- Advertising
- Public Relations
- Community Development

Ms. Pitts shared several graphs of information on the economic impact of VCB efforts throughout the region and in Tumwater:

- ❖ Tumwater results (zip code 98501) on trackable arrivals from outside the county from January 1, 2021 through October 31, 2021:
 - Approximately \$8.8 million in revenue
 - Average room nights = 2.3 (higher than the county's

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 3

- average of 1.8)
- Average revenue per arrival is over \$300
- Lowest revenue days are Wednesdays and Thursdays
- Top arrival market in terms of revenue is from Seattle, Tacoma, Portland, and Los Angeles

Ms. Pitts encouraged participation in the VCB by attending meetings, signing up to receive email newsletters on up-to-date information, scheduling a standing meeting time to catch up, ensuring Tumwater's tourism-related businesses are included on the VCB website, and supporting the VCB's certified tourism ambassador program (training classes are provided by the VCB).

Ms. Pitts invited the Council to attend VCB's Annual Meeting scheduled on November 18, 2021 at the Yelm Cinemas from 8 a.m. to 10:30 a.m. Breakfast will be served. The event is free. This year's theme is "It's a Wonderful Life in Thurston County."

Mayor Kmet asked whether number portability for cell phones has any affect on the data collected by the VCB. Ms. Pitts said the data systems filter cell phone numbers regardless of where the number was assigned.

Councilmember Swarthout expressed appreciation for the opportunity to serve on the VCB Board and complimented Ms. Pitt's recent efforts to improve services and tracking data for the region.

**DEVELOPMENT
 AGREEMENT WITH
 PORT OF OLYMPIA
 FOR NEW MARKET
 INDUSTRIAL
 CAMPUS (NMIC):**

In preparation for the public hearing and action on the proposed Development Agreement between the City of Tumwater and the Port of Olympia, City Administrator Doan provided background on the process to date to include a description of the subject property, issues, communication with the Port of Olympia, next steps, and the impact of the agreement on the City's budget.

The development agreement is for 200 acres of Port of Olympia land zoned Airport Related Industrial identified within the New Market Industrial Campus Master Plan Draft created by the Port of Olympia.

The City's typical development process follows the following steps:

1. City Council adopts plan, zoning, and regulations applicable to new development.
2. Property owner and/or development interest (applicant) enter into relationship to explore development of the property.
3. Applicant works with staff informally or meets with the Development Review Committee (DRC) to review requirements for zoning, SEPA, infrastructure improvements, fees, and project timelines.

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 4

4. Ownership interest may be finalized.
5. Projects may be speculative or have a tenant specified.
6. DRC review moves from feasibility to preliminary to formal.
7. Permit application(s) are submitted.
8. Public notice and comment opportunity.
9. Review for compliance with City regulations.
10. Potential public hearing prior to decision.
11. City issues (permit(s)).
12. Appeals of permit decision.
13. Technical code review and construction design.

The process for the proposed development agreement was initiated in June 2020 with comments from Mayor Kmet submitted to Commissioner Downing on the Port's plan to enter into a lease option agreement with Panattoni Development. The Port approved the lease option agreement with Panattoni in July 2020. That agreement provides Panattoni with the sole option to lease 200 acres of Port property.

In February 2021, the Port forwarded a letter to the City followed by a memorandum from the Mayor and City Administrator to the Port on some elements of negotiation. The Council conducted a Council worksession on March 9, 2021 to discuss options. The Port sent Mayor Kmet a letter on the development agreement proposal on June 22, 2021 with the Mayor responding with comments on July 6, 2021. On July 13, 2021, Port officials presented the proposal to the City Council. On November 8, 2021, the Port Commission adopted a Term Sheet, a summarized direction to the Executive Director for a Development Agreement with the City. The Term Sheet conveys authorization to the Executive Director to sign the Development Agreement provided it is substantially similar to the Term Sheet. Other parties involved in the discussions and negotiations included Panattoni and the Federal Aviation Administration (FAA) as certain airport-related actions are required to comply with FAA rules.

Port Executive Director Sam Gibboney reported the Port Commission approved the Term Sheet as provided to the Council. The action authorizes the Executive Director to work directly with City staff to finalize the development agreement language for the Council's public hearing. General agreement has been attained on the terms with some provisions still under review by each agency's attorney. She continues to work closely with Panattoni, which is not a party to the agreement but would be implementing many elements of the agreement. A final document is anticipated to be completed in a matter of days for the Council's consideration.

Ms. Gibboney thanked Mayor Kmet and City Administrator Doan for

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 5

their efforts during a long and detailed process.

Mayor Kmet asked about any change in the status of Panattoni's lease option and whether any leases have been completed under the framework. Ms. Gibboney replied that the Port has not exercised any leases with Panattoni other than Panattoni is moving forward with developing an application for a structure located at the southern end of Center Street.

Mayor Kmet said the boundary in the development agreement is different than the lease area with Panattoni. He asked whether the Port anticipates any adjustment to the lease option with Panattoni to cover the entire boundary. Ms. Gibboney said some amenities are proposed outside of the current lease option, such as the multipurpose trail. Panattoni has indicated an interest in the increased area including some of the DePaul log yard; however, no agreement has been reached with the Port to exercise those options.

Councilmember Schneider referred to the conceptual development design and questioned how Panattoni would manage stormwater on the property. According to City staff, no injection wells would be allowed on the property. He asked for confirmation of that position at this time. City Administrator Doan recommended deferring the question to Director Smith when he reviews stormwater regulations.

Councilmember Althausen questioned whether the earlier review of the development review process is applied to each parcel as each development project is unique and has different impacts. City Administrator Doan affirmed that each parcel and every project are unique. Individual projects located within the lease option area will undergo a separate and independent City development review process.

City Administrator Doan reminded the Council that throughout the process of finalizing and approving the development agreement, no project has been proposed as the agreement serves as the framework for future development.

Councilmember Jefferson questioned the impacts to the Tumwater School District as the lease option area surrounds the bus depot and is immediately adjacent to a middle school. City Administrator Doan said the Port has engaged with the Tumwater School District.

City Administrator Doan summarized City regulations applicable to all development occurring within the City. Zoning regulates the uses on property, bulk standards of the development, and parking requirements. Design guidelines address the design features of buildings and the site,

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
November 9, 2021 Page 6

building modulation, setbacks, and pedestrian access. Other City codes are the Building Code, Fire Code, Energy Code, Plumbing, Wellhead Protection, stormwater management regulations, SEPA, tree protection regulations, critical areas, land division or platting regulations, design standards for streets, grading, access, utilities, requirements for concurrency, and a series of state and federal regulations.

City Administrator Doan reviewed the evolution of City issues, the Port's response, and how the issues evolved and were incorporated within the Term Sheet adopted by the Port Commission. The term of the proposal is 10 years from the final adoption of the Habitat Conservation Plan (HCP). The earlier draft of the agreement included a 20-year term. The Port committed to not allowing buildings over 200,000 square feet east of Center Street for the term of the agreement. The agreement acknowledges Kimmie Street and any City utilities would be relocated at the cost of the developer. The agreement includes a commitment of a 10-foot wide paved shared use path along the western edge of the property with two-feet of gravel shoulder on each side of the paved trail. Other provisions include 9.7 acres for a community center or other civic use. Each organization's legal department continues to work on language surrounding the dedication of 9.7 acres. The Port will comply with the Model Toxics Control Act to address any existing contamination, which could include the bark waste existing on some of the properties. The agreement includes a framework for tree protection focusing on the area around the middle school, City wells, areas along Center Street, and along the north property line. Those provisions may be insufficient to meet the City's tree protection standards; however, the provisions are recognized as the first priorities to meet the City's tree protection standards.

City Administrator Doan reviewed the agreement's financial impact to the City. The assumptions for the estimate are based on development of 2.7 million square-feet of industrial warehouse or light industrial space at a Thurston County lease rate of \$.48 per square-foot, private internal street systems, and buildout over 10 years. Revenue includes one-time revenue and ongoing revenue. One-time revenue typically is sales tax generated from the cost of construction. The City estimated less than the Port's estimate of \$2.5 million to the general fund and \$500,000 to the Transportation Benefit District. Factoring a higher inflation rate in the cost of construction would align the estimates more closely. The Port estimated ongoing revenue of \$762,000 to the general fund each year and \$135,000 to the Transportation Benefit District each year. Because the properties are leased, Panattoni does not pay property tax on the value of the land, but pays property tax on the building value and a leasehold excise tax (a function of the amount of the lease). The City's estimated range is \$459,000 to \$536,000 based on valuation of similar buildings

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from other communities. The Port's estimate is higher than the City's estimate. Revenue to the Metropolitan Park District (MPD) is less than the Port's estimate partly because the estimate by the Port included land value in addition to building value. The Port's estimate did not include utility revenue or utility tax revenue for water and sewer. The stormwater utility generates revenue from impervious surface created by the development. Using the buildout estimates, the City forecasts approximately \$190,000 of utility revenue to the Stormwater Utility and approximately \$11,000 in stormwater utility tax. Business and occupation and sales tax could be included dependent upon the uses in the buildings.

City Administrator Doan reviewed the overall financial impact to the City in terms of revenue (both one-time and ongoing) and the value of the \$6 million for land for the City's community center based on the Port's lease rate over a 30-year period. The agreement also expands the City's tax and utility base by providing funding capacity, debt issuance, and completing infrastructure projects. Ongoing revenue would assist the City in stabilizing the ongoing structural deficit facing the City since property tax increases each year capped at 1% is not sufficient to cover the cost of operating the City. Information submitted by the Port outline the creation of 1,700 to 2,600 new jobs. The numbers are based on figures from buildable lands studies and information provided from the City of Lacey's recent development. A single Amazon job fair in the City of Lacey was held to fill 1,000 positions for one warehouse project. The actual number of new jobs is dependent on the function of the actual types of uses.

By November 18, 2021, the Port is submitting a final development agreement for review by the City. Staff is seeking the Council's approval to schedule a special meeting on November 30, 2021 to conduct a public hearing on the proposed development agreement followed by the Council's action.

Councilmember Schneider noted that the proposed agreement speaks to "Kimmie Street could be relocated," which is in conflict with the review by City Administrator Doan. City Administrator Doan said he believes the agreement states that Kimmie Street could be relocated and the conceptual plan reflects the relocation of the Kimmie Street. Councilmember Schneider mentioned that previous comments surrounding the conceptual plan speak to the potential of changes to the design, which could entail Kimmie Street remaining creating truck traffic in front of the school. During the course of many presentations, information was mentioned that as few as 900 jobs would be generated, which has increased to 2,600 jobs. Because the agreement is based on a conceptual design, it is unknown as to the number of new jobs created.

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He questioned the accuracy of the projection without the benefit of knowing the type of development occurring on the property. City Administrator Doan agreed that the projection of jobs is based on assumptions. The Port study examined other areas of industrial-zoned land and a forecasted amount of employment, which is the basis for the Port's employment range. The projected range is across the entire area recognizing a range of different types of businesses.

Ms. Gibboney added that beyond the conceptual layout figures, language and provisions are included in the draft agreement for the termination of Kimmie Street to through traffic to the south. During conversations with the developer, information was shared about internal circulation within the development with driveways exiting to Center Road. The Port is willing to work with the City of Tumwater on traffic regulations for Center Street to direct truck traffic to the north to Tumwater Boulevard. Kimmie Street would no longer be a through street. The language stipulating to the closure is included in the draft agreement.

Councilmember Schneider referred to numerous articles that speak to complete automation of warehouses within the next 15 years. He questioned whether warehouse is the best use of the properties. Ms. Gibboney said the conversations with the developer have encouraged the developer to seek a variety of uses and building sizes. The first building under consideration is for a manufacturing facility.

Director Smith addressed prior questions surrounding requirements for stormwater management. He qualified the review by emphasizing that the City has not received a project proposal that would enable a thorough evaluation. The City has an adopted Comprehensive Stormwater Design Manual that each development project either residential, commercial, or industrial must undergo a process with the City that begins with the project proposal affording an opportunity to evaluate the pathway to stormwater management, conditions, size of the facility, and treatment requirements. The City rarely allows off-site discharges of stormwater. It is only allowed in areas, such as Tumwater Hill where much of hill is comprised of underlying bedrock where water cannot be infiltrated. Underground injection control well is a tool the City allows for the management of stormwater in the City. An underground injection control well is a structure that is built to allow fluid to drain by gravity into the ground in a subgrade capacity. A number of existing projects throughout the City are built underground due to site constraints on smaller lots. A drain field is considered a UIC, as well as a dry well, which is commonly connected to roof downspouts to infiltrate stormwater run-off from the roof to a dry well. When a developer proposes a UIC for a project, staff employs a process to evaluate whether the UIC would be the appropriate tool. Staff reviews criteria for site

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suitability, setbacks from other buildings, depth to groundwater, and water quality dependent upon the proposed land use requiring treatment requirements for stormwater. With respect to the Port properties, one challenge for groundwater management is the depth to groundwater criteria. The City's protection of groundwater includes examining depth to groundwater to ensure sufficient soil coverage from the top of the groundwater level to the bottom of the stormwater facility for sufficient space for the soil to provide additional treatment of stormwater. Other measures for protecting groundwater in addition to depth to groundwater criteria are land use water quality treatment provisions, the City's Wellfield Protection Program limiting certain types of facilities from locating near wells, inspection of businesses located within the City's wellhead protection areas, and monitoring of water quality throughout the City through an extensive network of groundwater monitoring wells. As new development occurs, staff evaluates whether new monitoring wells should be added. During the City's development review process, staff evaluates a project's potential pathways to possible contamination. The City has teams trained in spill response. In the recent past, a large diesel spill occurred off Kimmie Street where both the Port and City staff responded immediately to address the spill and clean up the soil to eliminate any impacts to groundwater. As part of that process, the City is building additional capacity in the City teams to address spills.

With respect to the Port's development proposal, one of the largest challenges for the use of UIC wells is high groundwater. Historic high groundwater flooding in the area of the proposed properties documents the existence of high groundwater. Stormwater requirements include additional monitoring, hydrological studies, and other reports and reviews when a development is not able to maintain five feet of separation from the bottom of the stormwater facility to the top of the groundwater. When those conditions exist, the project must complete another series of analyses to document no impact to groundwater. Should the evaluation reflect impacts to groundwater, City staff works with the developer to mitigate impacts. If impacts cannot be mitigated, a different alternative is necessary to manage stormwater. The level of treatment is based on the type of land use. The protection of groundwater is one of the highest concerns of the City as the City's drinking water is from groundwater.

City Administrator Doan added that over the last 20 years, emphasis on stormwater has increased steadily to address stormwater quantity and quality. Requirements and processes have evolved where each site has a different and unique solution with the engineering and design necessary to determine a solution.

Councilmember Althausen requested clarification on the log yard as it is

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excluded from the proposal at this time. At some point during the discussions, the Port indicated that the log yard would be included into the agreement through an amendment. The presence of waste on the site would likely impact groundwater. He asked why the addition of the log yard would not be included in the initial agreement as opposed to a future amendment to ensure log yard contamination is mitigated. Additionally, the future trail is dependent upon the log yard and if redevelopment of the property does not occur as envisioned in the agreement, it could have implications for mitigating the impacts to groundwater and the trail. Ms. Gibboney affirmed that a trail is planned along the western boundary of the existing log yard. The Port has advised the tenant that it intends not to renew the lease. The Port anticipates leasing the property to the developer. Under the agreement, the Port is obligated to manage its relationships with tenants to provide for the building of the trail. Port leases include provisions for site clean up including the log yard. The current tenant is responsible to restore the property to an acceptable condition. She offered to share the documentation with the Council.

Councilmember Althaus said it appears that the new tenant would incur an obligation to complete the trail segment. He asked whether construction of the trail segment would be delayed if the property remains vacant. Ms. Gibboney advised that the construction of the trail coincide with the development of each adjacent parcel. The trail agreement is between the Port and the City, not the tenants. The Port is responsible for fulfilling the obligations of the agreement. The Port works with each tenant to ensure no gifting of public funds and that the tenant provides the trail.

Mayor Kmet commented that the development of the trail should be completed as one project rather than by each tenant completing a segment. Panattoni is saving millions of dollars by constructing private roads throughout the development rather than public streets. It appears that Panattoni could at least construct the trail once the land becomes available. It also appears the Term Sheet includes some different language and he would prefer the Port include language that speaks to a firmer commitment for completion of the trail by a specific date. Ms. Gibboney advised that conversations are occurring internally about the cost efficiencies and expenditure of resources to complete individual trail segments. The Port is working on a scenario for completing the trail and future maintenance of the trail. The agreement includes specific terms with the City. However, because of uncertainties in terms of future development, once some development thresholds have been achieved and the Port benefits from those developments, the Port is obligated to fulfill certain requirements within the agreement.

Councilmember Schneider acknowledged information provided by staff

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as to the requirements for stormwater management. The proposal pertains to the development of buildings, roads, and parking lots and he is still uncertain as to how the Port plans to alleviate the possibility of more flooding to nearby properties. Director Smith replied that the City's stormwater ordinance requires no net rise of flooding conditions at the property boundary by six inches. Any development proposal must complete modeling analysis to determine the groundwater level under the worst-case scenario. Any new development must monitor groundwater levels for a year through the wet season and then statistically correlate the levels to 1999 levels. If there is more than a six-inch rise at the property boundary, the developer must reconfigure the solution to arrive at a level of six inches or less to protect neighboring properties. If the developer is unable to achieve the standard, the developer must redesign the stormwater system to meet the standard. If the developer is unable to meet the standard with a new redesigned stormwater system, the developer must reconsider the use of the site.

Mayor Kmet added that he served as the City's representative on the committee studying the 1999 flooding of the Salmon Creek Basin. Most of the Port's properties were not impacted by the flooding, as the drainage break for the Salmon Creek Basin is located on the southern edge of the Port property near the City's wellfield. Most of the Port's property is located north of the drainage break with the properties draining to the north rather than to the south where groundwater flooding occurred in the 90s.

Mayor Kmet inquired about the Port's contact with the Tumwater School District. Ms. Gibboney advised that the Port has communicated with the school district on several occasions. She attended a school board meeting during the summer and provided the board with the presentation similar to the Council's presentation. Staff from both the school district and the Port and Panattoni have met to discuss traffic flow near the bus barn.

Councilmember Cathey commented about the confusion as to the parties to the agreement as the Port has lost control of the properties included in the lease agreement with Panattoni. Panattoni has not completed a development plan. The process is too uncertain as Panattoni's presentation to the Development Review Committee was for development of 30 acres for a 450,000 square-foot warehouse. Panattoni has no other source of land for many of the uses desired by the City. She does not understand how the Port can offer promises while the developer lacks a development plan.

Mayor Kmet explained that based on the City's perspective during the review of the Port's agreement with Panattoni, the City was uncertain as

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to whether Panattoni would develop one or more of properties. Subsequently, the City requested development of a conceptual agreement between the Port and the City outlining how the area would develop in the future. The City selected that path with the Port to negotiate an agreement.

Ms. Gibboney added that the Port employs several mechanisms to ensure performance and compliance. The first is participation by Panattoni to review the development agreement in conjunction with the Port. Panattoni will sign a concurrence agreement with the Port affirming to adherence of the requirements within the development agreement. The agreement with Panattoni includes termination clauses as one of its options and it is possible the company could withdraw from further development. The Port would have the option of marketing the property to another entity. The Port remains as the property owner of the properties. Once specific thresholds are attained, the Port is obligated to meet conditions within the development agreement. The Port retains control of its properties. A tenant has the ability to design properties, undergo development review, and develop the property based on requirements within lease agreements and compliance with land use ordinances, environmental ordinances, and state and federal laws.

Councilmember Cathey conveyed concerns that the plan is entirely speculative with no guarantees as to future development that would devastate a large swath of land in the City.

Ms. Gibboney advised that the Port's agreement with Panattoni include performance standards requiring Panattoni to exercise its lease options within a specific timeframe. If unable to exercise lease options, the lease option expires and the Port can negotiate with another developer.

Councilmember Swarthout expressed appreciation for the information shared by staff on stormwater management. Much of the same information has been shared with the Public Works Committee. She asked whether the City is monitoring impacts from the log yard on the City's existing wells. Director Smith explained that the City has monitoring wells near the log yard. There has been no indications that the log yard is causing any contamination to groundwater at this time. The City will continue to evaluate the situation. City staff has inspected the site several times and coordinated those inspections with Port staff.

Councilmember Althaus reviewed his understanding of vesting provisions within the development agreement. Standards in place for design guidelines, stormwater, tree protection, zoning, and development regulations, etc. would be effective the date of the adoption of the HCP and would be the standards applied to all development during the 10

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years of the agreement. His concern is that any future development within the 10 years would not be subject to any changes in environmental regulations that might have changed over time. He would prefer revising the language in the agreement to speak to that issue.

City Administrator Doan explained how the vesting issue was framed within the agreement. One of the challenges is the environmental section of the code as it includes stormwater and SEPA, which cannot be vested. When the Port first considered the lease option with Panattoni, conversations were ongoing about the proposal and that the development would be large warehouse distribution facilities. There were concerns the City might rezone the property to reduce the size of those types of uses to no more than 250,000 square feet. Those conversations resulted in the Port and the City discussing the Port's lease option with Panattoni. The Port of Olympia is an entity similar to the City other than the Port is an economic development agency. For the subject properties, the Port is accountable to the taxpayers, state auditor, and the FAA, and that the use of Port resources is consistent with those limitations. The Port sought an exchange for certainty of zoning for some period of time to enable development of uses consistent with the City's land use regulations. However, the City has yet to define what land use regulations will apply within the development agreement. The Port is seeking certainty of the land use regulations in exchange for 10 acres of land for a community center along with other conditions that could also be considered through permit review. The challenge by legal counsel from the City and the Port is defining what "land use regulations" would be applied.

Ms. Gibboney agreed that there have been discussions pertaining to an exchange of considerations. In many development agreements, the developer requests additional considerations, such as higher density or other changes to existing regulations. In consideration of those provisions, the agreement often includes provisions of other public amenities, etc. In this case, the Port of Olympia is not seeking a change in development regulations, but that existing regulations currently codified would be effective for the duration of the vesting period. Some regulations do not vest based on state law, such as stormwater. Port and City attorneys are working to enumerate the provisions for vesting and specifically exclude the procedural provisions of the code, such as SEPA and other type of procedures that are not allowed to vest under state law.

Councilmember Althaus said his interest is ensuring language is included that speaks to how some regulations are not applicable to vesting.

Councilmember Cathey questioned the intent of section 8 that speaks to approval of specific tree tracts without other mitigation requirements that

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could be required by the City's tree protection ordinance. City Administrator Doan explained that the intent was focusing on the best areas to protect trees to achieve compliance with the City's tree protection ordinance. Protecting the areas with the largest trees and the highest value was deemed to be important. The City has identified many of those areas. Preserving those areas could enable the City rendering a 200-acre protection decision rather than a one-lot decision. Director Matlock agreed that the development agreement does not exempt development from the City's tree protection standards. The agreement directs tree protection efforts to areas that should be preserved. All standards in Title 16 Tree Protection are applicable to any development proposal under the agreement.

Councilmember Cathey requested an inclusion in the agreement that speaks to conflict of interest by public employees or elected officials that no personal benefit would be gained either directly or indirectly from the activities outlined in the agreement. City Administrator Doan pointed out that the City is subject to state law as well as the City's ethics provisions that prohibit any elected official or employee from benefitting from actions they might take as a Councilmember or as a City official. Ms. Gibboney advised of the Port's similar adopted provisions. Councilmember Cathey reiterated her request to include language within the agreement.

Discussion followed on ensuring adherence with the City's tree protection ordinance. City Administrator Doan reported the first priorities for retention of trees is the designation of a large tract of trees around the wells, around the middle school, along Center Street, and the north property line. Other provisions in the tree protection ordinance also apply.

Councilmember Dahlhoff asked about the possibility of developing a flow chart/decision tree linking the City's checks and balances (regulations) as there appears to be disconnect between the City's regulations and the development agreement. City Administrator Doan acknowledged the possibility of expanding information to provide a visual connection to assist the Council in answering community questions.

Councilmember Cathey asked whether the expectation is for the Council to act on the proposed development agreement following the public hearing on November 30, 2021. City Administrator Doan reported the proposal is conducting a public hearing on November 30, 2021 with staff presenting the proposal for consideration by the Council. The decision to reject or adopt is at the discretion of the Council. The document presented during the public hearing would be an actionable document.

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Councilmember Cathey expressed opposition of conducting a public hearing with action to follow because it conveys the wrong message to the public.

Ms. Gibboney added that the Port is working in concert with City Attorney Kirkpatrick to review the draft document for finalization of the draft document to be presented during the public hearing. The Port Commission authorized her to work with City staff and the City Attorney to draft and finalize the language, as well as sign the development agreement as long as there are no material changes to the terms. Any major changes will need to be presented to the Port Commission for approval.

Commissioner Jefferson said she believes the proposal for the Council to render a decision on November 30, 2021 is too rushed, as the process is moving too quickly and deserves more time to ensure the right decision is rendered. Mayor Kmet agreed the Council has options should the Council not accept the agreement following the public hearing on November 30, 2021.

City Administrator Doan pointed out that the process has been ongoing for the last several years and during that time, no public comment opportunity has been afforded. Although the process has generated many public comments, no public hearing has been afforded to receive testimony from the public. The public hearing is an opportunity for the public to comment on the proposal. Any action following the public hearing is at the discretion of the Council.

Mayor Kmet thanked Ms. Gibboney for attending the meeting. He acknowledged the level of effort by City and Port staff.

RECESS:

Mayor Kmet recessed the meeting at 8:30 p.m. for a break.

RECONVENE:

Mayor Kmet reconvened the meeting at 8:35 p.m.

ORDINANCE NO.
O2021-022 - 2021-2022
BUDGET 2ND
AMENDMENT:

City Administrator Doan explained that a budget amendment is routine for a biennial budget at the end of the first year to adjust some forecasts. This amendment is different because of American Rescue Plan Act (ARP) funds received from the federal government and changes to the City's revenue projection in response to the how the economy has been affected by the pandemic.

Director Niemeyer reported the Council is scheduled to conduct a public hearing on the proposed amendment on November 16, 2021 with action proposed at the December 7, 2021 Council meeting.

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The first amendment to the biennial budget was adopted in May restoring most of the 2020 cuts. Since then, the City has experienced strong retail sales and new commercial and residential construction, which has increased revenue to the City. The forecast for the remaining biennium continues to remain strong. The proposed adjustment focuses mostly on expenditures with some revenues from the ARP Act of \$2.5 million over a two-year period. The proposed increase of revenue of \$4.4 million is a forecast with most of it from one-time sources and from the increase in retail sales. However, the forecast is subject to change dependent upon the status of the economy or should inflation increase. Additional general fund expenditures are approximately \$3.5 million for both ongoing and one-time expenses.

Additional general fund expenditures are attributed to police reform training in response to new police reform laws, extra pavement maintenance to take advantage of the extended summer weather, septic replacement at the golf course, and the addition of several positions and promotions to include the addition of sixth Police Sergeant for supervision (police reform), Engineer II and Engineer III positions, Art Specialist, Economic Development Director, and a Department Assistant in the Community Development Department. Ongoing expenses include continued overtime for police, fire, and Community Development, and a 3% cost of living adjustment for non-represented staff. Construction activities include a 1.1 million square-foot Costco distribution center, new apartment complexes, and residential and commercial construction.

Director Hicks responded to questions on whether the pavement maintenance included sidewalks in neighborhoods. A portion of the pavement maintenance project totaling \$630,000 was completed in summer 2021. Because of low bid prices, the project was expanded. It is uncertain if a pavement maintenance project is possible next year; however, it is important to be prepared to take advantage of low pricing in 2022 by increasing the budgeted pavement maintenance project from \$1.85 million to \$2.5 million next year. Uncertainty exists as to whether a pavement maintenance project would be completed in 2022. If no project occurs in 2022, the funds would be used for future projects.

Councilmember Dahlhoff asked whether each City department is allocated personal protection equipment (PPE) and COVID testing for employee safety and testing. City Administrator Doan reported that during the early stages of the pandemic, the City purchased masks and personal protection equipment. The City received reimbursement from the federal government during the first allocation of CARES funding. If the City continues to encumber PPE expenses, ARP funds could be utilized. If the City develops a testing scenario for employees, the City

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could fund the program with ARP funds.

Director Niemeyer advised that the Council is scheduled to conduct a public hearing on the proposed amendment on November 16, 2021 followed by approval at the December 7, 2021 Council meeting.

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

Mayor Kmet reported on the submittal of a comment to Thurston County on the county's HCP requesting the county allocate some funds from county conservation fees to assist the City in funding the City's HCP.

The Transportation Coalition forwarded a request to the City to sign onto a letter on behalf of the City to state representatives requesting the inclusion of transit, pedestrian, and bicycle improvement funds in any transportation request.

The Council supported scheduling a special meeting on November 30, 2021 to receive public testimony on the proposed development agreement with the Port of Olympia.

ADJOURNMENT:

With there being no further business, Mayor Kmet adjourned the meeting at 8:52 p.m.

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

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CONVENE: 5:30 p.m.

PRESENT: Mayor Pete Kmet and Councilmembers Joan Cathey, Leatta Dahlhoff, Eileen Swarthout, Angela Jefferson, Debbie Sullivan, and Charlie Schneider.

Excused: Councilmember Michael Althausen.

Staff: City Administrator John Doan, Parks and Recreation Director Chuck Denney, Recreation Manager Todd Anderson, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**SEQUOIA'S
TREEHOUSE
CHILDREN'S
CENTER:**

Manager Anderson reported the previous childcare provider (Cradle to Crayons) at Old Town Center closed because of staffing issues in September. A new childcare provider is interested in offering childcare services at Old Town Center. He visited Sequoia Treehouse Childcare Center and the farm school offered by the center. He was impressed with the operations of the facility and the inclusion of nature within the program. Staff is excited to partner with Sequoia Hartman, owner of Sequoia Treehouse Childcare Center, to provide childcare services.

Sequoia Hartman reported she opened Sequoia Treehouse Children's Center, LLC in October 2015. She has worked with children for over 20 years in different capacities. She served as a childcare director with the North Seattle Boys and Girls Club and with a non-profit for over eight years. In addition to teaching children, she is concerned about the planet and the environment incorporates programs to teach children about the source of food. Two years ago, she opened a half-day program and purchased a small farm located minutes from the childcare center to offer a half-day outdoor school for children ages 4 to 7. The farm program is a nature-based program using child-centered emergent curriculum and Reggio Emilia (Italy) as a basis for learning through play. The curriculum is offered in an outdoor environment regardless of weather. Her intent was to expand the half-day program to a full day program in September 2020. However, with the advent of the pandemic, attendance at the farm ballooned to 40 children because it was an outdoor program.

Councilmember Sullivan reported Ms. Hartman provided information about her childcare background and programs during a recent General Government Committee meeting. She also visited with her at Old Town Center. The opportunity to site the program at the Old Town Center will be unique for the community.

Councilmember Cathey asked whether children served at the Old Town Center would have an opportunity to participate in the farm program. Ms. Hartman said she plans to tie both programs together so children can

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participate at the farm.

Councilmember Dahlhoff referred to the discussion on intergenerational care for both seniors and youth. She would support pursuing the development of interconnecting those programs in the near term.

Councilmember Schneider thanked Ms. Hartman for filling a need in the community. He asked how the farm program would introduce nature to children in the Tumwater community. Ms. Hartman explained that the Tumwater program includes regular field trips to the farm as part of the Tumwater curriculum. The farm, Sequoia's Early Learning Center, is a separate facility and business.

Councilmember Jefferson thanked Ms. Hartman for her vision and mission. She asked about the income levels of parents and whether the community's lower income families would be able to afford participating in the program. Ms. Hartman advised that the program is licensed through the Department of Social and Health Services (DSHS) and she accepts children subsidized by the state. Other childcare businesses often do not and opt out of the option. During her career, she worked with many at-risk youth and it has always been important to offer opportunities to children and youth who may lack the resources other families have. It is important that her programs participate in Early Achievers as part of the DSHS program, the subsidy program for the state. She enrolls children on a first-come, first-serve basis. DSHS has been provided with more funding by the current Administration. The childcare program offers service to children aged 2-1/2 years to seven years with no infants or one-year old children served.

Councilmember Jefferson asked whether the business has encountered any difficulty in attracting employees. Ms. Hartman said she encountered some difficulty in hiring employees during a short period several months ago. Other businesses were experiencing the same problem. Since then, she has not encountered any problems with recruitment of employees. She offers a higher rate of pay than other childcare centers. Many of the other programs are corporate-based and offer lower wages.

Councilmember Jefferson expressed interest in visiting the farm operation. Ms. Hartman offered to follow-up on a time for a tour.

The Council supported moving forward with a contract for services with Sequoia's Treehouse Children's Center at Tumwater Town Center.

**LEGISLATIVE
AGENDA:**

City Administrator Doan presented the City's proposed legislative agenda in anticipation of the 2022 short legislative session. The state has

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a fairly significant budget surplus but the state capital budget reflects funding of only \$85 million for capital projects for the entire state.

City Administrator Doan reviewed the top funding requests:

- **E Street Extension Engineering and Permitting - \$6.6 million**
Continued legislative budget request from last year to construct a connection from Capitol Boulevard to Cleveland Avenue (Yelm Highway) at E Street. The City is seeking Transportation Budget funding for design, engineering, initial permitting and right-of-way acquisition.
- **Tumwater Boulevard/I-5 Interchange - \$5 million**
The Tumwater Boulevard/I-5 Interchange serves the Port of Olympia's Airport, New Market Industrial Campus (NMIC), numerous state agencies, and retail and residential uses. The improvements are needed to reduce congestion, facilitate movement of freight, and avoid back-ups onto I-5 at peak hours. The entire project is \$15 million with other funds from development and the City.
- **Operations & Maintenance Facility Public Meeting Room - \$150,000**
The City acquired land and developed a funding-source for a new \$28 million City Operations & Maintenance facility at the former Trails End Arena property. Significant demand exists for public meeting space to accommodate the needs of youth groups, clubs, and small non-profit organizations on evenings and weekends. The building design requires changes to support use by the community including accessibility, security, and technology improvements. The City is requesting funds to help pay for future public meeting space.
- **Gopher Mitigation - \$2.5 million**
The request is a carryover from the last legislative session. The Habitat Conservation Plan (HCP) identifies the type and amount of mitigation land to set aside for gopher mitigation banking. The City is requesting \$2.5 million in initial funding to acquire property to develop a mitigation land bank.
- **Climate Change Response - \$1 million**
Tumwater is working with Thurston Regional Planning Council on a regional climate change response package to the Legislature. The City of Lacey plans to complete a major electric car charging station project (state or federally funded). The project represents a good opportunity for the City to collaborate with the City of Lacey. Conversion of the City's fleet to electric vehicles presents some challenges as the City has two charging stations serving over 100+ electric vehicles. Some vehicles

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require charging daily. Additionally, the City's fleet include 30+ police take home vehicles creating an issue as to how those vehicles would be charged while parked at an employee's residence.

Councilmember Cathey commented that the inclusion of "prairie and forest preservation" within the description of the legislative request is somewhat hypocritical given the recent level of development proposals within in the City. Mayor Kmet responded and explained that the descriptive is part of a package he presented to the Climate Mitigation Plan Steering Committee as part of carbon sequestration goals to secure funds to acquire and preserve forest and prairie land.

- **Craft Brewing and Distilling Start-Up Center - \$1 million**

The project is an incubator focused on the craft beverage industry to create opportunities for the graduates of the South Puget Sound Community College (SPSCC) Brewing and Distilling Program to launch craft beverage businesses. Based on a CERB-funded feasibility study, the Start-Up space would be approximately 5,000 square feet divided into five 850 square-foot spaces for lease to startup brewers, distillers, and cider-makers. The space would focus on small producers who have developed their products and are working to expand marketing and reach. It is an important piece of expanding the reach of the state's investment in the SPSCC Craft Brewing and Distilling Center and growing craft beverage producers in Washington State. The college would manage the program in partnership with the property owner, City, and local economic development organizations. The budget is a \$1 million state investment, a planned \$1.2 million CERB loan, and a \$300,000 loan from the City of Tumwater.

The list of legislative priorities includes a statement on the City's support of the Department of Fish and Wildlife (WDFW) proposal for the Deschutes Hatchery. The hatchery would not be located in Pioneer Park as originally proposed and would likely be located south of Tumwater outside the City limits on property owned by LOTT along the river. A statement is also included conveying the City's support of the State Library and Archives project for the Secretary of State.

Some of the legislative priorities are also supported by the Thurston County Shared Legislative Agenda. The consortium include the cities, Thurston County, Thurston County Chamber of Commerce, Port of Olympia, Thurston Economic Development Council (EDC), and SPSCC. The entity jointly advances legislative issues of mutual interest for the region. Of the City's legislative priorities, Gopher Mitigation and

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Distilling Start-Up Center and Climate Change Response are included on the shared legislative agenda. The shared agenda also includes a funding request of \$106 million for engineering for I-5 improvements in the Nisqually Valley in addition to some right-of-way acquisitions in the area, a Tenino SW Agricultural and Innovation Park funding request of \$870,000 to offset the escalation in construction costs for the project that was previously funded, and a request for support for Homeless and Mental Health Services as an active partner and funder to address homelessness and the mental health crisis.

Other items include ongoing funding for Capitol Boulevard improvements from M Street to Israel Road and fixes to police reform laws. Mayor Kmet and Police Chief Weiks have been meeting with legislators and other elected officials and police chiefs throughout the state about police reform. The message conveyed to legislators is some problems with police reform laws. Jurisdictions and law enforcement agencies are seeking a range of potential solutions.

The 1% property tax cap continues to be problematic for municipalities. The City consistently falls behind in revenue each year resulting in the need to fill the gap with increases in sales tax, construction, and other funding sources. Filling the gap with one-time revenue is not a permanent solution.

Another ongoing request is continued work and funding for mental health reform specific to funding for the state's response to homelessness, such as the solution for homeless individuals parked along Deschutes Parkway and homeless individuals housed on the Department of Ecology property in the City of Lacey, in state rights-of-way, state parks, and Department of Natural Resources land.

The Association of Washington Cities Legislative Priorities include:

- **Pass a Transportation Package** - Adopt a new transportation revenue package that emphasizes maintenance/preservation funding and provides an equitable level of local funding and additional long-term, sustainable revenue options for cities.
- **Ensure Basic Infrastructure Funding** - Provide flexible state and federal dollars through programs like the Public Works Assistance Account (formerly the Public Works Trust Fund) to help cities finance basic infrastructure such as drinking water and wastewater. The City anticipates using this funding source to finance a \$12 million water reservoir.
- **Protect Transportation Benefit District Funding Authority** - Support expanded local authority for Transportation Benefit

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Districts (TBDs) so cities can continue using the sales tax funding tool beyond the current time limitations.

Staff proposes to present a finalized Legislative Agenda for consideration at the December 6, 2021 Council meeting. City Administrator Doan invited questions and comments.

Mayor Kmet inquired as to whether the Shared Agenda has been finalized and if an opportunity exists to suggest changes. City Administrator Doan advised that it unlikely the list could be revised to add a request; however, descriptive changes could be possible. Mayor Kmet said his concern surrounds the I-5 project because it is only focused on the Nisqually Bridges. He would prefer continuing the momentum on the remaining I-5 corridor project through Tumwater.

Councilmember Sullivan reported the Thurston Council Planning Council's (TRPC) discussion focused on flood mitigation because of the increase in erosion near the bridges that could result in the failure of the bridges, which is why that specific segment of the corridor was elevated in priority. Mayor Kmet replied that his concern centers on that specific segment of the corridor project because if it should receive funding separately, the remaining segment may be downgraded in priority. City Administrator Doan added that another priority project is focused on capacity management by adding a collector distributor westbound lane from Mounts Road to Highway 101, which already has received funding. The total cost of improvements from Mounts Road to Tumwater (93rd Avenue) is \$4.6 billion. No transportation package could contain that amount to fund the entire corridor project. At some point, some difficult funding decisions will be necessary.

Mayor Kmet supported including a legislative request for climate change support as part of the shared agenda as it would strengthen the request if supported by the region. He participated in a call with officials from the four local jurisdictions. All representatives agreed a request should be included as part of the shared agenda. City Administrator Doan advised that the coalition is waiting for input from TRPC on the language for climate change response.

Councilmember Schneider suggested adding electric vehicle charging stations at City parks. He asked how the new hatchery affects the new hatchery at the Brewery Park at Tumwater Falls. Mayor Kmet explained that WDFW's plan is to capture salmon at the park facility and transport them by truck to the new hatchery. WDFW wants to ensure the hatchery is within the same watershed. Salmon would be released from the new hatchery within the watershed.

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The Council supported finalizing the Legislative Agenda for the Council's consideration on December 6, 2021.

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

Mayor Kmet reported on his testimony at Thurston County's Home Fund public hearing earlier in the day on behalf of the City. He testified in support of the proposal. It appears the Board of County Commissioners supports the proposal.

City Administrator Doan advised the Council of an email he is forwarding on the proposed Economic Development Manager position. The Council indicated a desire for the City to utilize some ARP funds to fill a position supporting economic development. To ensure the position fulfills expectations and priorities, he prepared a survey for the Council to complete focusing on the desired outcomes should the City hire an individual focusing on economic development in the City. He asked for the Council to complete and return the survey within the next 10 days.

Councilmember Cathey asked about the status of scheduling a discussion on the budget for the new maintenance facility. Mayor Kmet advised that it likely would not be scheduled until January 2022. Councilmember Cathey asked whether the memorandum provided to the members of the Budget and Finance Committee would be copied to the entire Council. City Administrator Doan said the document was forwarded to the entire Council prior to the committee meeting. He offered to resend the document.

Councilmember Schneider inquired about the timing for receipt of the updated development agreement with the Port of Olympia as the Council has scheduled a public hearing on the proposed agreement on November 30, 2021 and it is likely the Council may be rendering a decision on the agreement. City Administrator Doan advised that staff is preparing the meeting agenda and the Council would receive the information for the November 30, 2021 meeting within the next several days.

ADJOURNMENT:

With there being no further business, Mayor Kmet adjourned the meeting at 6:26 p.m.

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

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CONVENE: 7:00 p.m.

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

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**SWEARING-IN
CEREMONY FOR
2022 ELECTED
OFFICIALS BY
WASHINGTON
SUPREME COURT
CHIEF JUSTICE
GONZÁLEZ:**

City Administrator Doan welcomed everyone to the Council's first hybrid meeting since the Council began virtual meetings 21 months ago. He acknowledged the virtual attendance of Councilmembers Joan Cathey, Leatta Dahlhoff, Angela Jefferson, and Eileen Swarthout. Councilmembers in attendance included Peter Agabi, Michael Althausen, and Charlie Schneider, and Mayor Debbie Sullivan.

City Administrator Doan acknowledged the support and efforts by staff to conduct the first hybrid meeting. Since the last in-person meeting, the quality of the sound system and other technology improvements were completed by staff.

City Administrator Doan outlined the hybrid meeting format and ways to participate or speak during the meeting. One of the benefits for the City of Tumwater has been the historic honor by Justices of the State Supreme Court to conduct the swearing in ceremony. He acknowledged Supreme Court Justice Mary Fairhurst for administering the oath of office for the City Council for many years. Judge Fairhurst passed away on December 28, 2021 and the City offers its condolences to her family, friends, and the Supreme Court.

This year, the City is honored to welcome Chief Justice Steven González to swear in the new Mayor, a new Councilmember, and several returning Councilmembers.

Chief Justice González administered the oath of office to Debbie Sullivan as the Mayor of the City of Tumwater.

Chief Justice González administered the oath of office virtually to Angela Jefferson for Council position #2 for the City of Tumwater.

Chief Justice González administered the oath of office virtually to Eileen Swarthout for Council position #4 for the City of Tumwater.

Chief Justice González administered the oath of office to Michael Althausen for Council position #5 for the City of Tumwater.

Chief Justice González administered the oath of office to Peter Agabi for

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Council position #6 for the City of Tumwater.

Justice González thanked the City and the Council for the opportunity to officiate the swearing in of the Council and Mayor. Mayor Sullivan conveyed appreciation to Justice González for his willingness to perform the ceremony.

**PUBLIC
COMMENT:**

Karen Meyer, The Athena Group, said she was available to answer any questions from the Council regarding the proposed consultant contract with The Athena Group.

Steven Zimmerman reported that during the recent storm event, the City's response in his neighborhood near Old Highway 99 and 93rd Avenue was practically nonexistent. The sections of road maintained by Thurston County were cleared, sanded, or salted while the sections maintained by the City were untouched. The intersection near Kilpert's Feed Store was so bad that motorists were sliding through the intersection at slow speeds even though the speed limit is 50 mph. He observed one motorist slide off the road. The conditions on 93rd Avenue were equally bad with no City snowplows for sanding or salting. The only sections cleared were sections Thurston County maintains. After many phone calls and emails he was able to reach a staff member in public works who informed him the City sold 19,000 tons of material to the City of Olympia and had no additional supplies to address his issues. In an email from Transportation Manager Ames, she indicated the City's snow and ice plan addresses streets with high volume traffic at higher speeds and main arterials. He understands the plan but those roads were cleared many days prior to any response to The Preserve or Bradbury subdivisions. The response plan needs to be updated. An email from City Administrator Doan confirmed the City sold storm product to the City of Olympia and that Tumwater's reserves were low because the City had used a significant amount of product during the snow event. Mr. Zimmerman said there was no subsequent clearing of Old Highway 99, 93rd Avenue, or the two neighborhood subdivisions. The developments were sheets of ice until it began raining. Any emergencies occurring in the subdivision would not have been served by an ambulance or a fire truck because of road conditions. Many children and adults in the community were left to fend for themselves because of the City's lack of response. In 2020, when a similar event occurred, no assistance was provided to his neighborhood. The City of Tumwater has had 16 years to develop a plan to serve the communities. The City has failed but continues to collect 16 years of property taxes, yet according to the City Administrator the City does not have the equipment or staff resources needed to service the community during a snow event. He cited the cost of equipment and the amount of property tax contributed by residents from The Preserve and suggested the City could increase storm response effectiveness by purchasing light duty and heavy duty trucks with snowplow prep packages averaging \$300 a vehicle. A small plow for the

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vehicles would cost \$7,000 to \$11,000. The City should be able to afford those simple ways to improve the flexibility of the fleet after receiving \$2.6 million in property tax from neighborhood residents. Another option is contracting with a vendor to fill the gaps. The Council has a responsibility to the residents of the community. There is also a responsibility when it comes to the stewardship of the public's funds and public officials in the City should be accountable for their actions or lack of actions.

Communications Manager Cook reported the Council will accept written comments from Walter Jorgensen due to technical difficulties.

Mayor Sullivan reported Pamela Hansen also submitted an email with comments.

CONSENT CALENDAR:

- a. Approval of Minutes: City Council, December 7, 2021
- b. Payment of Vouchers
- c. Pioneer Park Restoration Grant Agreement
- d. Andersen Water Right Agreement
- e. Resolution No. R2022-001; Ratifying and Reaffirming Emergency Actions in Response to the Declared Emergency Related to Novel Coronavirus (COVID-19)
- f. Regional Fire Authority Planning Consultant Contract with The Athena Group
- g. 2022 Lewis County Jail Interlocal Agreement Amendment

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Althausser, to approve the consent calendar as published. Motion carried unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

COUNCIL CONSIDERATIONS:

ELECTION OF MAYOR PRO TEM:

City Administrator Doan reported the Council selects the Mayor Pro Tem, a position serving as the alternate to the Mayor during times of absence or other situations. The Mayor Pro Tem represents the City and the Mayor at civic events and functions. The election process is not prescribed and is dependent upon a majority vote of the City Council. Councilmember Cathey previously served as Mayor Pro Tem.

NOMINATION:

Councilmember Cathey nominated Councilmember Althausser to serve as Mayor Pro Tem.

Councilmember Cathey cited Councilmember Althausser's strength, intelligence, and his compassion and caring, which all serve to bring people together.

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Councilmember Dahlhoff seconded the nomination.

No other nominations were offered.

Councilmember Althaus said he was humbled by Councilmember Cathey's nomination. He greatly values Councilmember Cathey's service, friendship, and mentorship she has offered him over his first term.

AFFIRMATION: By a vote of unanimous affirmation, the Council elected Councilmember Alternative to serve as Mayor Pro Tem.

**COMMITTEE
REPORTS:**

PUBLIC HEALTH & SAFETY: The next meeting is scheduled on Tuesday, January 11, 2022 at 8 a.m. The agenda includes the selection of the committee chair and an update on the Code Enforcement Program.
Leatta Dahlhoff

GENERAL GOVERNMENT: The committee did not meet in December. The next meeting is scheduled on January 12, 2022 at 3 p.m. to receive an update on the Long-Range Planning Work Program and the Tumwater Housing Action Plan. The committee is scheduled to select the committee chair.
Debbie Sullivan

PUBLIC WORKS: The next meeting is scheduled on Thursday, January 6, 2022. The agenda includes selection of the new chair for 2022 and consideration of the Tumwater Hill Park Trail Crosby Connector Authority to Solicit Bids and recommend awarding a bid.
Eileen Swarthout

BUDGET AND FINANCE: There was no meeting and no report.
Debbie Sullivan

MAYOR/CITY ADMINISTRATOR'S REPORT: City Administrator Doan updated the Council on snow and ice response by the City. The City's Snow and Ice Plan is published on the City's website. The plan guides the City's response during a snow event. The first priority is lifeline and priority-one streets in addition to intersections, bridges, and hills with high traffic volume. Staff first clears lifeline streets used by emergency vehicles that typically are primary transportation routes in the City. Following the clearing of priority and lifeline roads, City crews clear primary roads followed by neighborhood streets. The City does not clear private streets or driveways. During a typical snow event, the City plows priority and primary streets followed by neighborhood streets. The challenge during the last snow event was snowfall over many days making it extremely difficult for the plows to keep pace clearing primary and lifeline streets as snow continued to accumulate. It was further compounded by the

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Christmas and New Year holidays. The City plowed streets in 12-hour shifts 24 hours a day for approximately 8.5 days or 724 hours of which 557 hours were overtime and 167 hours were regular hours. Road crews are assigned to the Transportation and Engineering Department as well as some staff from the Water Resources and Sustainability Department. Approximately 6,080 miles of streets were plowed or treated. The City currently has six snow and ice response vehicles comprised of three dump trucks equipped with plows and sanders, a utility truck with a plow, and two street service trucks available to apply brine to streets. The crews treated City streets with 70,000 pounds of salt, 120,000 pounds of sand, and 19,000 gallons of brine (salt and water solution). Brine is only effective if the temperature is above 25 degrees. The City provided brine to the City of Olympia early during the snow event. As the City began to run out of salt and sand, the Washington State Department of Transportation provided the City with salt and sand in the event snow occurs in the next several days. The City's response during a snow event is also communicated to the public via an online snowplow tracker on the City's website and a link to the Facebook page. Staff posted frequent information to advise the community of road conditions. The site received nearly 2,100 views. Following a severe weather event, the City completes an after analysis report on effective and ineffective actions. Over the next month, staff will examine whether the plan should be modified with recommendations to the Council for potential funding decisions.

Councilmember Althaus agreed to the importance of the City evaluating its response as he did not ever recall the region experiencing an extreme weather event with sustained snow, ice, and temperatures in the 20s over a period of time. The event inconvenienced everyone. With climate change, events will continue to disrupt the entire community. Any changes in the response plan should account for climate change.

Councilmember Schneider acknowledged the road conditions in The Preserve and along Old Highway 99 and 88th Avenue. It took approximately seven days for the City to clear those streets. His concern surrounds the lack of supply and how the City ensures sufficient product in the event of another snow storm. City Administrator Doan said the City plans to purchase more sand and salt and create more brine to ensure the City is prepared in the event of another snow event. The last event was very early in the season as snow events typically occur in late January or February.

Councilmember Schneider referred to Mr. Zimmerman's comments and questioned why the Bradbury subdivision never received a response by the City. City Administrator Doan described the City's priority of response. During a snow event, the optimum time to plow is before the snow has become compacted or has turned to ice. Once those conditions occur, it is much more difficult to clear streets.

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Councilmember Dahlhoff commented that she lives off 70th Avenue and continues to have iced-over roads. She asked about the possibility of enabling residents to share feedback on the website to track trouble spots in the City. City Administrator Doan advised that the option could be reviewed as part of the after-action review. Extra emphasis this year included staff monitoring social media comments to identify areas of concern.

City Administrator Doan reminded the Council to complete and submit the City's Economic Development Survey.

The Council received an email on a funding request from TOGETHER! for additional rental assistance funds. In response to a request from the Council, staff will contact TOGETHER to obtain information on the organization's history of funds previously awarded to the organization by the City.

Governor Inslee has declared June 19 as "Juneteenth", a state holiday. A draft ordinance for the Council's consideration will be scheduled for the Council's consideration to codify observance of the holiday by the City.

City Administrator Doan referred to an outline of the proposed Council retreat spanning approximately 1.5 days. The proposal includes Nancy Campbell serving as the retreat facilitator and preparing the retreat agenda based on interviews with the Council and Mayor. Given the new make-up of the Council, rules, norms, and procedures would be included for review. The retreat would be held at the ASHHO Cultural Community Center in Tumwater sometime during late January or early February.

Councilmember Cathey recommended focusing the retreat on reviewing financial accomplishments, achievement of goals, and establishing new goals for the future rather than reviewing rules, norms, and procedures. City Administrator Doan responded that the purpose of the interviews by Ms. Campbell is to receive feedback from each member on the development of the retreat agenda.

City Administrator Doan addressed additional questions on the costs associated with the facilitator and the purpose of reviewing Council rules. Several Councilmembers offered feedback and supported a retreat with a facilitator to afford an opportunity for the Council to revisit rules, norms, operating procedures, accomplishments, review strategic priorities and goals, establish future goals, and review the status of timelines for new initiatives adopted by the Council. Staff will schedule the interviews with each Councilmember.

City Administrator Doan thanked all City employees for their efforts in

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response to the snow event who have worked to plow, sand, and apply brining on roadways for over a week, as well as fire and police personnel for whom response becomes more difficult. He thanked Facilities and Parks employees for ensuring City Hall had heat and other employees who provided City services during the snow event.

City Administrator Doan welcomed Mayor Sullivan and Councilmembers.

Mayor Sullivan thanked City staff for their work and assistance. She extended her gratitude and appreciation to former Mayor Kmet for his assistance in making the transition as easy as possible. She looks forward to his counsel in the future. She thanked her family for their support.

COUNCILMEMBER REPORTS:

Leatta Dahlhoff:

At the last Law Enforcement Assisted Diversion meeting, referrals from Nisqually were reviewed. The group is also pursuing connections with the Chehalis Tribe and received referrals from the Department of Corrections, City of Yelm, and Thurston County Jail. The group is also working on referrals from Mason County. The grant-funded program is growing capacity and has nearly doubled the number of referrals since July 2021.

Thurston County 911 Communications is meeting on Wednesday, January 5, 2022. Executive Director Keith Flewelling's last day is Wednesday, January 5, 2022. His replacement is Wendy Hill, who currently serves as Deputy Director.

The LOTT Clean Water Alliance Board meeting was canceled in January. The Regional Fire Authority Planning Committee is scheduled to meet on January 24, 2022.

Eileen Swarthout:

There were no meetings and no report.

Joan Cathey:

The next meeting of the Solid Waste Advisory Committee is on Wednesday, January 6, 2022 followed by the Regional Housing Council funding subcommittee on Monday, January 10, 2022.

Angela Jefferson:

There were no meetings and no reports.

Charlie Schneider:

At the last Tumwater Chamber of Commerce monthly forum, participants toured the South Puget Sound Community College/Heritage Distilling Company complex off Capitol Boulevard. Councilmember Schneider attended the Tumwater Chamber of Commerce monthly Board meeting. The chamber is hosting two golf tournaments in February at the

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Airport Golf Course and one in June at Tumwater Valley Golf Course.

Councilmember Schneider assisted in the distribution of Christmas stockings, clothes, and Christmas gifts at a second annual event held at the YWCA in Olympia. He thanked Tumwater firefighters and Santa Claus for visiting The Preserve. Residents donated canned goods to the Thurston County Foodbank.

Peter Agabi:

Councilmember Agabi said it was his honor to attend his first Council meeting and he is ready to serve the community. He thanked Councilmembers who supported and assisted him during his campaign. He congratulated Mayor Sullivan for her election as Mayor.

Michael Althaus:

The Joint Animal Services Commission meeting on December 20, 2021 included the adoption of the annual budget. For many years, residents living in unincorporated Thurston County or the City's urban growth area lacked services for animals due to the great recession and the county's withdrawal of its annual assessment for services from the Joint Animal Services. The 2022 budget includes Thurston County's assessment to ensure service is provided to county residents. The City's assessment increased by approximately \$10,000 during 2022. Councilmember Agabi is assigned as the City's representative on the Joint Animal Services Commission during 2022.

The next meeting of the Regional Housing Council is on Wednesday, January 19, 2022.

OTHER BUSINESS: City Administrator Doan advised that in the near term, City Council regular meetings and worksessions will continue as virtual meetings.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:09 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: January 18, 2022
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 168472 to 168568 in the amount of \$726,302.03 dated December 30, 2021 and electronic payments 901307 to 901322 in the amount of \$73,962.38; and payment of vouchers 168569 to 168660 in the amount of \$1,032,525.37 dated January 7, 2022 and electronic payments 901323 to 901330 in the amount of \$254,985.12.

2) Background:

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

Vendor	\$	Description
LOTT Wastewater Alliance	500,774.67	Monthly LOTT Fees
Seawestern Inc.	25,988.68	Turnout coats & supplies for Fire
Thurston County	34,493.86	2021 Q3 Indigent Defense
Shea, Carr, Jewell Inc	38,624.48	Professional Services 10-31 thru 11-27, 2021 – Capitol/Israel/M Street Design
Pilot Travel Centers LLC	93,230.44	Latecomers payment
Leoff Health & Welfare Trust	52,255.38	Police Guild Monthly Premiums
Shea, Carr, Jewell Inc	174,993.46	Professional Svcs 10-31 to 11-27, 2021 – Capitol Blvd/Trosper Improvements
Assoc of WA Cities	36,648.47	Annual Retro Program and Drug & Alcohol Consortium
WA Cities Insurance Authority	658,459.00	2022 Insurance Liability Assessments
AWC Employee benefits Trust	113,517.59	Medical/Dental/Vision Monthly Premiums – non represented employees

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

3) Policy Support:

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

trust through transparency.

4) Alternatives:

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

5) Fiscal Notes:

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

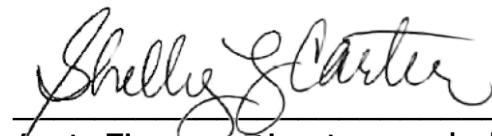
6) Attachments:

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

EXHIBIT "A"

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

Voucher/Check Nos 168472 through 168568 in the amount of \$726,302.03
Electronic payment No 901307 through 901322 in the amount of \$73,962.38

A handwritten signature in cursive script, reading "Shelly G. Carter". The signature is written in black ink and is positioned above a horizontal line.

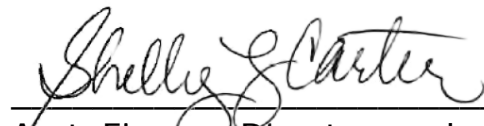
Asst. Finance Director, on behalf of the Finance Director

Checks dated 12/30/2021

EXHIBIT "B"

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

Voucher/Check Nos 168569 through 168660 in the amount of \$1,032,525.37
Electronic payment No 901323 through 901330 in the amount of \$254,985.12

A handwritten signature in cursive script, reading "Shelly Carter", written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 01/07/2022

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: January 3, 2022
SUBJECT: Resolution No. R2022-002 – Surplus Property

1) Recommended Action:

Staff Recommends that City Council adopt Resolution R2022-002 Declaring Property as Surplus.

2) Background:

The items listed on Exhibit A are Police vehicles that have been replaced and are ready to go to auction.

3) Policy Support:

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

4) Alternatives:

- ☐ Approve the Resolution.
 - ☐ Don't approve the Resolution
-

5) Fiscal Notes:

No significant impact. The vehicles are owned by the Equipment Rental Fund and are auctioned when appropriate. Replacement cost for the vehicles are included in the internal rental rates.

6) Attachments:

- A. Attachment A – Resolution R2022-002 Declaring Property as Surplus.
- B. Exhibit A to the Resolution. List of the vehicles to be auctioned.

RESOLUTION NO. R2022-002

A RESOLUTION of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit A surplus to the City’s needs, so that it can be disposed of in accordance with Washington State Law.

WHEREAS, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

WHEREAS, it is the City’s policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

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

Section 1. Surplus Declaration. The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

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 18th day of January 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTESTS:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



Exhibit A

M E M O R A N D U M

DATE: January 3, 2022

TO: Troy Niemeyer, Finance Manager

FROM: Bill Sampson, Senior Accountant

SUBJECT: Surplus of Equipment – Equipment rental and reserve fund

The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation, disposal or sale:

Asset #	ER&R#	Description	VIN# / Serial #	Current Location / Condition
0004659	6070013	2012 Ford Explorer Investigations Vehicle	1FM5K8B84DGA13473	ER&R Shop
0004737	6070095	2013 Ford P2M Police Sedan AWD	1FAHP2MT4DG213504	Police Impound Yard
0004826	6070141	2014 Ford AWD Police Interceptor	1FM5K8AT8FGA04476	Police Parking Lot
0004835	6070192	2015 Ford Interceptor SUV AWD	1FM5K8AT9FGB52250	Police Parking Lot
0004980	6070339	2017 Ford Interceptor	1FM5K8AT0HGE01571	ER&R Shop

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: January 18, 2022
SUBJECT: Resolution No. R2022-003, 2022 Fee Resolution

1) Recommended Action:

Staff request and recommend the City Council adopt and authorize the Mayor to sign Resolution R2022-003.

2) Background:

The City annually adjusts fees via a fee resolution that applies to all City service areas. The Council adopted R2021-017 on December 7, 2021. Staff found minor errors on Table IV and Table VII of the Fee Schedule. This resolution corrects those errors.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies. Provide high quality municipal facilities.

4) Alternatives:

☐ Do not approve the change.

5) Fiscal Notes:

Fees proposed will be effective January 19, 2022. The majority have been used for projecting revenue for the year in the biennial budget, and as depicted in the Capital Facilities Plan.

6) Attachments:

- A. Table VII Redlined
- B. Table IV Redlined
- C. Resolution No R2022-003

Table IV			
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Transportation & Engineering Department	Right-of-Way License (includes projections over ROW)		
	<ul style="list-style-type: none"> • Application Fee • Five-Year License Rate <ul style="list-style-type: none"> – 1 to 1,000 square feet – 1,001 to 5,000 square feet – 5,001 to 20,000 square feet – More than 20,000 square feet 	\$3.40.010 \$3.40.020	\$ 265.00 + license rate \$150.00 \$200.00 \$250.00 Negotiable
Community Development	Right-of-Way Access/Utility Permit	\$12.16.050	
	<ul style="list-style-type: none"> • General • Residential (1-single family or duplex; lots of record; includes erosion control) <ul style="list-style-type: none"> – Street Only or 1 Utility Use – Multiple • Private Utility <ul style="list-style-type: none"> – Overhead <ul style="list-style-type: none"> Plan Check Inspection – Underground <ul style="list-style-type: none"> Plan Check Inspection – Single Service 		\$110.00 \$140.00 \$275.00 \$180.00 for 1 st 150' + \$.09 per 1' thereafter \$180.00 for 1 st 150' + \$.09 per 1' thereafter \$400.00 + \$.35 per l.f. \$1.95 per l.f. \$55.00
Transportation & Engineering Department	Street & Alley Vacation		
	<ul style="list-style-type: none"> • Application Fee • Publishing Notice • Acquisition Cost 	\$12.04.020	\$400.00 \$175.00 Up to 50% of the Assessed or Appraised Value
Community Development	Street Construction and Restoration	\$12.18.030	
	<ul style="list-style-type: none"> • Street, Curbs, and Sidewalks <ul style="list-style-type: none"> – Plan Check – Inspections – Resubmittals – Reinspections • Street Lighting <ul style="list-style-type: none"> – Plan Check – Inspections • Street Signals <ul style="list-style-type: none"> – Plan Check – Inspections 		\$400.00 + \$.55 per l.f. \$2.40 per linear foot \$105.00 per hour starting with 2nd submittal \$105.00 per hour \$400.00 + \$.35 per l.f. \$1.20 per linear foot \$1,210.00 per intersection \$1,650.00 per intersection
Community Development	Street Disruption Fee	\$12.16.060	
	<ul style="list-style-type: none"> • 1st year • 2nd year • 3rd year • 4th year • 5th year 		5 times construction cost 4 times construction cost 3 times construction cost 2 times construction cost 1 times construction cost
Finance	Notice Required to Have Water Disconnected		
	<ul style="list-style-type: none"> • Disconnection of water service on a temporary or permanent basis 	\$13.04.060	\$30.00
Finance	Water Service		
	<ul style="list-style-type: none"> • Occupant turning on penalty 	\$13.04.080	\$30.00
Finance	Hydrant Meter Rental		
	<ul style="list-style-type: none"> • (2½") – for construction 	\$13.04.140	\$1500.00 deposit + 3" meter monthly fee + consumption
Community Development	Sewer Service - Lateral Extension	\$13.08.100	
	<ul style="list-style-type: none"> • Gravity Tap • Force Main Tap 		\$250.00 \$3,300.00
Finance	Utility Billing Late Penalty	\$13.18.020	
	<ul style="list-style-type: none"> • If bill not paid until after the due date • If past due bill is not paid 20 days after the due date 		1% of late balance per utility or minimum penalty: Water - \$5.00 Sewer - \$4.00 Stormwater - \$1.00 \$10.00 penalty - Water

Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Finance	Utility Billing Process (continued) • Reconnection Fee	\$13.18.040	\$30.00 weekdays, \$100.00 weekdays after 4:30pm, all day weekends, & holidays	
Finance	Utility Account Set-up Fees • Owner Account Setup • Tenant Account Set-up (when authorized by owner) • Tenant Duplicate Bill	\$13.18.055	\$15.00 (Water \$8.00, Sewer \$5.00, Stormwater \$2.00) \$15.00 (Water \$8.00, Sewer \$5.00, Stormwater \$2.00) \$1.00 per month (Water \$1.00)	
Community Development	Utility Plan Check & Inspection Fees • Watermain – Plan Check – Inspections • Sewermain, Gravity – Plan Check – Inspections • Sewermain, Pressure – Plan Check – Inspections • Sewer Pump Station, Community System – Plan Check – Inspections • Stormwater System – Plan Check – Storm Pipe Plan Check – Stormwater Report Review – Inspections – Resubmittals (1 hour minimum) – Reinspections (1 hour minimum) – Computer Modeling Services	\$13.20.030	\$400.00 + \$.50 per l.f. \$2.75 per linear foot \$400.00 + \$.50 per l.f. \$2.75 per linear foot \$400.00 + \$.40 per l.f. \$2.50 per linear foot \$1,210.00 for each \$1,210.00 for each \$400.00 + \$44.00/acre \$400.00 + \$.50 per l.f. \$440.00 per report \$3.65 per linear foot \$580.00 per system \$95.00 per hour starting with 2nd submittal \$95.00 per hour \$95.00 per hour	
	• Latecomers – Streets/Utilities • Bonding Agreements, Letters of Credit (providing forms and reviewing documents, once complete)	Resolution 494	\$800.00 + \$95.00 per hour after 10 hours + 8% \$120.00	
Finance	Water Meter Testing	\$13.04.400	\$50.00 \$120.00	
Water Resources & Sustainability	Water – Installation charge (service line & meter)	\$13.04.360	<u>Meter Size</u> ¾" 1" 1-½" 2"	<u>Installation</u> \$2,300.00 \$2,500.00 \$3,900.00 \$5,500.00
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.		3" 4" 6" 8" 10" 12"	* * * * * *
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	\$13.04.360	<u>Meter Size</u> ¾" 1" 1-½" 2"	<u>Installation</u> \$500.00 \$600.00 \$1,000.00 \$1,200.00
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.		3" 4" 6" 8" 10" 12"	* * * * * *
	Water – Connection Charges in the General Service Area	\$13.04.370	<u>Connection Size</u> ¾ " 1" 1-½" 2" 3" 4" 6"	<u>Connection Fee</u> \$4,788.30 \$8,140.40 \$15,533.31 \$25,375.08 \$47,877.36 \$79,794.13 \$159,429.27
	Water - Connection Charges in General (Continued)	\$13.04.370		

Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability			8"	\$398,851.41
			10"	\$606,633.88
			12"	\$925,476.96
Community Development	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deedtitle restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.			50% of the applicable connection fee based on connection size.
Water Resources & Sustainability	Sewer – Connection Charges	§13.08.090		<u>Charge</u>
	• Equivalent Residential Unit (ERU)			\$2,856.38
	• Accessory Dwelling Unit (70% of ERU)			1998.781,999.47
	• Multi-Family Unit (70% of ERU)			1998.781,999.47
Water Resources & Sustainability	Sewer – Capacity Development Charge (CDC) *Change effective January 1, 2021	§13.08.090 and LOTT Resolution No. 20-002	\$6,610.14 per ERU*	

Table VII				
2022 UTILITY RATES				
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area.	§13.04.210	<u>Meter Size</u> ¾" 1" 1-½" 2" 3" 4" 6" 8" 10" 12"	<u>Current User Fee Base Rate</u> \$9.36 \$15.84 \$30.89 \$49.58 \$93.52 \$156.23 \$311.36 * * *
	*User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (¾") meter shall be used as the multiplier base.			
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	§13.04.220	140% of water base rate Ref: §13.04.210	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area	§13.04.210		Volume of Water Used (Cubic Feet)
			Block 1	0 to 600
			Block 2	601 to 1,200
			Block 3	1,201 to 2,400
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area	§13.04.210	Block 4	2,401 & greater
				Volume of Water Used (Cubic Feet)
			Block 1	0 to 500
			Block 2	501 to 1,000
			Block 3	1,001 to 2,000
			Block 4	2,001 & greater
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	§13.04.210	\$3.04 per each 100 cubic feet consumed (Block 2)	
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	§13.04.210	\$3.64 per each 100 cubic feet consumed (Block 3)	
	Water Fill Station Consumption Rate	§13.04.210	\$4.77 per each 100 cubic feet consumed (Block 4) Equal to the Block 4 rate for Water Monthly Consumption Rate – Single Family & Duplex units.	
	Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	§13.04.220	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)	
	Sewer – Monthly City Wastewater Service Rate & within General Service Area	§13.08.160	<u>Type</u>	<u>Monthly Rate</u>
			Single-family	\$20.64 (1.0 ERU)
			Individual mobile home	\$20.64 (1.0 ERU)
			Residential Duplex	\$20.64 (1.0 ERU)
	Sewer – Monthly City Wastewater Service Rate & within General Service Area		Multifamily (>2 units)	\$14.45 (0.7 ERU)
			Mobile home (>2 units)	\$20.64 (1.0 ERU)
			Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$20.64
	Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	§13.08.170	140% of the sewer monthly operations & maintenance rate	

2022 Table VII				
UTILITY RATES				
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability	Sewer (<i>continued</i>) – Monthly LOTT Wastewater Service Charge	§13.08.160 and LOTT Resolution No. 20-002	<u>Type</u> Single-family Individual mobile home Residential Duplex Multifamily (>2 units) Mobile home (>2 units)	<u>Monthly Rate</u> \$43.50 (1.0 ERU) \$43.50 (1.0 ERU) \$43.50 (1.0 ERU) \$30.45 (0.7 ERU) \$43.50 (1.0 ERU)
	Sewer – Monthly LOTT Wastewater Service Charge	§13.08.160 and LOTT Resolution No. 20-002	<u>Type</u> Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	<u>Monthly Rate</u> Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) X \$43.50
	Stormwater – Monthly Account Fee	§13.12.040	\$1.79 on every developed property within the city limits	
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	§13.12.050	<u>Unit Type</u> Single-family residential Each duplex-family	<u>Charge</u> \$10.17* \$10.17*
	Stormwater - Monthly Service Charge	§13.12.060	All other developed properties not defined as single-family residential and duplex family.	\$10.17 x Gross Impervious Area/3,250 square feet
	Stormwater – Monthly Service Charge	§13.12.070	All mobile residence communities	\$10.17 x 1,800 x available Residence Site / 3,250 square feet + \$10.17 9.78 x Other Gross Impervious Area / 3,250 square feet

RESOLUTION NO. R2022-003

A RESOLUTION of the City Council of the City of Tumwater, Washington, establishing fees and charges, as more particularly set forth herein.

Whereas, staff found minor errors on Table IV and Table VII of Resolution R2021-017 (the Fee Resolution), adopted December 7, 2021, which need to be corrected,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, THAT THE FOLLOWING FEES AND CHARGES ARE HEREBY ESTABLISHED FOR THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Repealer. Resolution R2021-017, and any prior fee resolution, is hereby repealed in its entirety effective midnight January 18, 2022.

Section 2. Fees and Charges Established. Fees shall be established in the following categories presented in this section as presented in attached Exhibit A.

TABLE #	SUBJECT AREA
I	Business Licenses, Administrative & Publications
II	Zoning, Land Division & Environmental
III	Building & Fire Safety
IV	Transportation, Engineering, Utilities, & Utility Connections
V	Public Safety
VI	Recreation
VII	Utility Rates

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 4. 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 5. Effective Date. This Resolution shall become effective January 19, 2022.

RESOLVED this _____ day of _____, 2022.

CITY OF TUMWATER

ATTEST:

Debbie Sullivan, Mayor

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Various Departments	Blueprints and Photocopies Blueprints Photocopies	\$3.48.020	\$ 0.50 per square foot \$ 0.15 per page over 10
Transportation & Engineering Department	GIS Maps (Including Zoning Maps) • City Street Map (36" x 48") • E Size (34" x 44") • D Size (22" x 34") • C Size (17" x 22")	\$3.48.030	\$8.00 \$6.00 \$4.00 \$2.00
	<i>Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.</i>		
Community Development	Comprehensive Plan Document, Volume I • Land Use Plan • Housing Plan • Parks & Recreation Plan • Lands for Public Purpose/EPF Plan • Utilities Plan • Capital Facilities Plan	\$3.48.030	\$15.00 \$8.00 \$5.00 \$5.00 \$12.00 \$10.00
	Complete Volume I		\$55.00
Community Development	Comprehensive Plan Document, Volume II • Conservation Plan • Economic Development Plan • Transportation Plan • Joint Plan • Shoreline Master Program (SMP) – SMP for the Thurston Region – Deschutes Riparian Habitat Plan – Deschutes River Special Area – New Market Historic District Plan	\$3.48.030	\$6.00 \$5.00 \$18.00 \$25.00 \$25.00 \$9.00 \$5.00 \$5.00 \$6.00
	Complete Volume II		\$79.00
Community Development	Development Guide Disk Copy Paper Copy	\$3.48.030	\$25.00 \$30.00
Administrative Services	Employment Application Fee	n/a	\$ 0 – \$ 20.00, as printed in recruitment announcement
Various Departments	Notary Fee for Non-City related documents	n/a	\$ 10.00 each
Administrative Services	Public Records • Photocopying • Copies on Compact Discs or DVDs • Flash Drives, USB & Other Portable Devices • Postage - if customer requests delivery by U.S.P.S • Any size manila envelope • Duplicating records in non-routine formats such as photographs, cassettes, videotapes • Scanned records, or use of agency equipment for scanning • Records uploaded to email, or cloud-based data storage service or other means of electronic delivery • Records transmitted in electronic format for use of agency equipment to send records electronically	\$2.88.060	\$ 0.15 per page over 10 \$2.00 per CD or DVD Actual cost Actual cost based on weight \$0.45 Actual cost from outside vendor \$.10 per page \$.05 for every 4 electronic files or attachments \$.10 per gigabyte
	Public Notice Cost • Sign Posting • Other than Site Signs		\$ 35.00 per site sign \$15.00
Community Development	Recording Costs	\$3.48.010	\$ 35.00 + auditor fee
Finance	Returned Item (check) for any reason	\$3.48.050	\$30.00

Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge
Finance	Business Licenses • Original License • Annual Renewal <i>Note: City business licenses paid through the WA Department of Licensing will be subject to additional state fees, as applicable.</i>	\$5.04.060	\$50.00 \$20.00
Community Development	Business Licenses • Inspection fee for new location or change-in-use (per inspection)		\$85.00
Finance	Occupational Permits • Original Permit • Annual Renewal (second & third years) <i>Note: The original permit fee includes the cost of fingerprinting and background check.</i>	\$5.06.050	\$70.00 \$30.00
Finance	Sexually Oriented Businesses • Permit Application, and • Annual Fee Adult Cabaret Business <u>Adult Cabaret Managers</u>	\$5.50.040 \$5.50.070 \$5.50.070	\$400.00 \$640.00 annually \$1,320.00 annually
	• Processing Fee, and • Annual Fee Models and Escorts	\$5.50.080 \$5.50.080	\$50.00 \$150.00 annually
	• Processing fee, and • Annual fee	\$5.50.090 \$5.50.090	\$50.00 \$150.00 annually

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Appeals <ul style="list-style-type: none"> Hearing Examiner <ul style="list-style-type: none"> Administrative Appeal* SEPA Appeal* Appeal of Impact Fee with Independent Fee Calculation *Reimbursed if appeal is substantially upheld	\$18.62.020 \$16.04.160 \$3.50.140	\$100.00 \$175.00 \$260.00 per calculation	
	Transportation Impact Fees <u>Type of Development</u> <i>Residential</i> <ul style="list-style-type: none"> Single Family / Duplex (Detached) Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$3.50.130 <u>ITE Land Use Code</u> 210	<u>Unit of Measure</u> dwelling	<u>Impact Fee Rate/Unit</u> \$4,275.23
Community Development	Single Family detached and attached (including duplexes) located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.		dwelling	\$2,137.62
	<ul style="list-style-type: none"> Multifamily – Apartment Multi-family dwellings located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	220	dwelling	\$2,774.35
			dwelling	\$1,387.23
	<ul style="list-style-type: none"> Mobile Home Park Senior Adult Housing – Detached Senior Adult Housing – Attached Congregate Care Accessory Dwelling Unit 	240 251 252 253	dwelling dwelling dwelling dwelling	\$2,497.40 \$914.30 \$541.80 \$575.68
			dwelling	\$2,774.35
	Accessory Dwelling Units that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.		dwelling	\$2,080.77

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Transportation Impact Fees (continued)	\$3.50.130		
	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		dwelling	\$1,387.23
	• Assisted Living	254	bed	\$478.93
	<i>Industrial</i>			
	• Light Industrial	110	SF / GFA	\$6.04
	• Industrial Park	130	SF / GFA	\$5.58
	• Manufacturing	140	SF / GFA	\$4.72
	• Warehousing	150	SF / GFA	\$2.15
	• Mini-Warehouse	151	SF / GFA	\$1.60
	• High-Cube Warehouse	152	SF / GFA	\$0.74
	<i>Commercial – Services</i>			
	• Hotel	310	room	\$2,854.18
	• Motel	320	room	\$2,273.67
	• Walk-in Bank	911	SF / GFA	\$11.66
	• Drive-through Bank	912	SF / GFA	\$24.82
	• Day Care Center	565	SF / GFA	\$30.16
	• Quick Lubrication Vehicle Shop	941	VSP	\$6,082.17
	• Automobile Care Center	942	SF / GFA	\$5.13
	• Gasoline/Service Station	944	VFP	\$16,562.55
	• Service Station/Minimart	945	VFP	\$12,103.90
	• Service Station/ Minimart/Carwash	946	VFP	\$12,610.51
	• Carwash – Self Serve	947	VSP	\$6,036.75
	• Carwash – Automated	948	VSP	\$84,449.03
	• Movie Theater	444, 445	seat	\$250.33
	• Health/Fitness Club	492, 493	SF / GFA	\$17.81
	<i>Commercial – Institutional</i>			
	• Elementary School	520	SF / GFA	\$2.92
	• Middle School/Junior High School	522	SF / GFA	\$2.88
	• High School	530	SF / GFA	\$2.35
	• Community/Junior College	540	student	\$435.37
	• College/University	550	student	\$761.93
	• Church	560	SF / GFA	\$2.45
	• Hospital	609	SF / GFA	\$6.88
	• Nursing Home	620	SF/GFA	\$2.50
	<i>Commercial - Restaurant</i>			
	• Quality Restaurant	931	SF /GFA	\$17.25
	• High Turnover (sit down) Restaurant	931	SF /GFA	\$26.14
	• Fast Food Restaurant w/out Drive Thru	933	SF / GFA	\$31.63
	• Fast Food Restaurant with Drive Thru	934	SF / GFA	\$41.75
	• Tavern/Drinking Place	935	SF / GFA	\$30.30
	• Coffee/Donut Shop w/out Drive Thru	936	SF / GFA	\$49.28
	• Coffee/Donut Shop with Drive Thru	937	SF / GFA	\$51.92
	• Coffee/Donut Shop with Drive Thru and with no inside seating	938	SF / GFA	\$19.95
Community Development	<u>Type of Development</u>	<u>ITE Land Use Code</u>	<u>Unit of Measure</u>	<u>Impact Fee Rate/Unit</u>
	<i>Commercial – Office</i>			
	• General Office Building	710	SF / GFA	\$9.19
	• Government Office Building	730	SF / GFA	\$11.53
	• Medical-Dental Office/Clinic	720	SF / GFA	\$20.09

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Transportation Impact Fees (continued)	\$3.50.130		
	<i>Commercial –</i>			
	• Retail Shopping Center - up to 49,999 sq. ft.	820	SF / GLA	\$6.63
	50,000 – 99,999	820	SF / GLA	\$7.36
	100,000 – 199,999	820	SF / GLA	\$7.43
	200,000 – 299,999	820	SF / GLA	\$7.57
	300,000 – 399,999	820	SF / GLA	\$7.80
	400,000 sq. ft. or more	820	SF / GLA	\$8.26
	• Automobile Parts Sales	843	SF / GFA	\$8.65
	• Car Sales – New/Used	841	SF / GFA	\$10.80
	• Convenience Market	851	SF / GFA	\$32.13
	• Discount Club	861	SF / GFA	\$8.29
	• Electronic Superstore	863	SF / GFA	\$6.85
	• Toy Superstore	864	SF / GFA	\$7.62
	• Furniture Store	890	SF / GFA	\$0.45
	• Hardware/Paint Store	816	SF / GFA	\$9.08
	• Home Improvement Superstore	862	SF / GFA	\$3.13
	• Nursery/Garden Center	817	SF / GFA	\$7.24
	• Pharmacy/Drugstore w/out Drive Thru	880	SF / GFA	\$8.15
	• Pharmacy/Drugstore with Drive Thru	881	SF / GFA	\$10.86
	• Supermarket	850	SF / GFA	\$17.07
	• Tire Store	848	SF / GFA	\$7.60
	• Tire Superstore	849	SF / GFA	\$3.86
	Cost per New Trip Generated:			\$3,628.19

SOURCE: ITE, "Trip Generation, 8th Edition"

Notes: ¹ Abbreviations:

SF = Square Feet

VSP = Vehicle Service Position

GFA = Gross Floor Area

VFP = Vehicle Fueling Position

GLA = Gross Leasable Area

² Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for

Community Development	Olympia School District No. 111 School Impact Fees	\$3.50.135 and Olympia School District Resolution No. 633	<u>Unit of Measure</u>	<u>Impact Fee Rate/Unit</u>
	<u>Type of Residential Development</u>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).		dwelling	\$6,029.00
	• Multi Family (three units or more and accessory dwelling units).		dwelling	\$2,477.00
Community Development	Tumwater School District No. 33 School Impact Fees	\$3.50.135 and Tumwater School District Resolution No. 03-21-22	<u>Unit of Measure</u>	<u>Impact Fee Rate/Unit</u>
	<u>Type of Residential Development</u>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).		dwelling	\$5,066.00
	• Multi Family (three units or more and accessory dwelling units).		dwelling	\$1,170.00
Community Development	Independent Fee Calculations	\$3.50.140		
	<u>• Applicant chooses to prepare IFC</u>			
	– Administrative Processing fee			\$500.00
	– Deposit on Review Costs of IFC*			\$500.00
Community Development	*Balance refunded or additional costs collected as a precondition to building permit issuance.			

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Park Impact Fees <u>Type of Residential Development</u> • Single Family, Detached	\$3.52.070	Unit of Measure	Impact Fee Rate/Unit
	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		housing unit	\$3,726.86
	• Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.		housing unit	\$1,863.43
	• Single Family, Attached (and duplexes) • Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		housing unit	\$2,795.15
			housing unit	\$2,784.68
			housing unit	\$1,392.34
	• Manufactured Home (mobile home)		housing unit	\$2,227.71
	• Multi Family (3-4 units per structure)		housing unit	\$2,746.11
	• Multi Family (3-4 units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		housing unit	\$1,373.06

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Park Impact Fees (Continued)	\$3.52.070	<u>Unit of Measure</u> housing unit	<u>Impact Fee Rate/Unit</u>
	• Multi Family (5+ units per structure)			\$2,413.12
	• Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		housing unit	\$1,373.06
	• Accessory Dwelling Unit		housing unit	\$2,227.71
	• Accessory Dwelling Units that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.		housing unit	\$1,670.78
Community Development	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		housing unit	\$1,113.86
Community Development	Impact Fee Deferral Program			
	• Administrative Application Fee	\$3.50.130 \$3.52.070	\$100.00/per application	
Community Development	Wireless Communication Antennas • Wireless Communication (WCF) Permits – Accessory (requiring WCF permit) – Attached WCF – Freestanding WCF – Co-location on freestanding WCF • WCF Administrative Site Plan Review • Conditional Use Permit • Request for Administrative Deviation	\$11.20.050	\$110.00 per antenna \$330.00 per carrier \$1,100.00 per structure \$330.00 per carrier Same as regular SPR fees Same as zoning CUP fees \$247.50 per request	
Community Development	Telecommunications in Rights-of-Way			
	• Telecommunications Right-of-Way Use – Right-of-Way (ROW) Use Authorization	\$11.06.010	\$1,700.00	
	• Telecommunications Franchise/Master Permit Application	\$11.06.020	\$5,550.00	
	• Master Permit Renewal Application	\$11.06.120	\$2,800.00	
	– Annual Fee – Supplemental Site Permit	\$11.06.160 \$11.06.110	\$500.00 \$500.00 (up to 5) \$100.00 each (after 5) \$1,000.00 New pole Pole rent \$270.00 per year	

Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Community Development	Telecommunications in Rights-of-Way (continued)	\$3.52.069	Unit of Measure	Impact Fee Rate/Unit
	• Telecommunications Facilities Lease			
	– Lease Application	\$11.08.020		\$500.00
Community Development	– Renewal of Lease	\$11.08.120		\$225.00
	Site Plan Review	\$14.02.070		
	• Feasibility Site Plan Review*			
	– One Acre or less			\$80.00
	– Greater than 1 Acre			\$137.50
	*Credited toward Preliminary Site Plan Fee			
	• Preliminary Site Plan Review			
	– One Acre or less			\$330.00
	– Greater than 1 Acre			\$440.00
	• Preliminary Site Plan Resubmittal			
	– One Acre or less			\$165.00
	– Greater than 1 Acre			\$275.00
	• Formal Site Plan Review			
	– One Acre or less			\$220.00
	– Greater than 1 Acre			\$385.00
	• Formal Site Plan Review Resubmittal			
	– One Acre or less			\$80.00
	– Greater than 1 Acre			\$220.00
Community Development	• Design Plan Review	\$18.43.010	2.5% of the Building Permit	
	• Landscape Plan Review**	\$18.47.020		\$220.00
	**Applies only to landscape plans required under §18.47.020			
	• Exterior Illumination***	\$18.40.035		
	– Issuance and Inspection Fee			\$55.00 + \$7.50 per fixture
	– Plan Review Fee			65% of above lighting fee
	***Applies to non-residential applications 4,000 square feet or larger in area			
	• Request for Parking Modification	\$18.50.075		\$275.00
Community Development	Protection of Trees & Vegetation			
	• Land clearing application & review			\$110.00
	• Work by City Tree Professional			\$100.00 per hour
	• Land Clearing Permit			
	– Less than 30 Trees	\$16.08.050		\$135.00
	– 30 Trees or more			\$220.00
	• Add'l Review or Inspections after one hour			\$66.00 per hour
Community Development	• Investigation Charge for Land Clearing without required Permit		Double application and permit fee for tree cutting without a permit	
	• Request for Land Clearing Modification			\$385.00
	• Replacement Tree Mitigation Fee	\$16.08.070		\$400.00
		\$16.04.190		
Community Development	Environmental Policy			
	• Environmental SEPA Checklist			\$880.00
	• Expanded Environmental Checklist			\$880.00, plus consultant costs
	• Environmental Impact Statement (EIS)			\$880.00, plus consultant costs, printing & \$220.00
Community Development	• Addendum to Environmental Documents			
Community Development	Wetland Protection Standards			
	• Wetland Permit Application	\$16.28.140		\$440.00
Community Development	• Reasonable Use Exception	\$16.28.190		\$880.00
Community Development	Fish and Wildlife Habitat Protection			
	• Reasonable Use Exception	\$16.32.097		\$880.00
Community Development	Land Divisions			
	• Boundary Line Adjustment	\$17.02.160		\$450.00
	• Lot Consolidation			\$450.00
	• Preliminary Binding Site Plan			\$770.00 + \$27.50 per lot
	• Final Binding Site Plan			\$440.00 + \$27.50 per lot
	• Preliminary Plat			\$2,750.00 + \$38.50 per lot
	• Final Plat			\$1,650.00 + \$38.50 per lot
	• Preliminary Short Plat			\$1,100.00 + \$55.00 per lot
	• Final Short Plat	\$17.02.160		\$440.00 + \$55.00 per lot

Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Land Divisions (Continued)	17.02.160	\$1,320.00 + \$33.00 per lot
	• Preliminary PUD (includes limited overlay zone)		\$935.00
	• Final PUD		\$550.00
	• Preliminary Plat Extension		Same as Preliminary and Final Plats
	• Replats, Vacations, and Alterations		\$450.00
	– Replats		\$450.00
	– Vacations		
	– Alterations		
Community development	Zoning		
	• Certificate of Appropriateness	\$18.26.040	\$110.00
	• Zoning Certification Letter		\$82.50
	• Planned Unit Development	\$18.36.030	Same as preliminary and final PUD
	• Home Occupation	\$18.42.030	See Business Licenses
	• Mobile Home Installation*	\$18.48.010	
	– Single		\$ 150.00 + plumbing fees
	– Double		\$ 175.00 + plumbing fees
	– Triple		\$ 200.00 + plumbing fees
	• Title Elimination Inspection Fee		\$170.00
	• Title Elimination Review		\$85.00
	* plus footing, foundation, skirting, and tie downs		
	• Mobile Home Park – Site Plan	\$18.48.130	
	– Preliminary		\$ 1,000.00 + \$30 per unit
	– Final		\$ 750.00 + \$30 per unit
	• Conditional Use Permit	\$18.56.020	\$2,090.00
	• Variance	\$18.58.020	\$1,000.00
	• Rezone	\$18.60.065	\$1,500.00
Community Development	Zoning		
	• Comprehensive Plan		
	– Map Amendment	\$18.60.065	\$1,500.00
Community Development	• Annexations		
	– Not in an Unincorporated Island		\$ 200.00 per acre, Maximum of \$4,000
	– In Unincorporated Islands		No fee
	• Sign		
	– Application for Conditional Exemption	\$18.44.075	\$ 20.00 per sign
	Shoreline Management Act		
	• Shoreline Exemption Letter		\$200.00
	• Substantial Development Permit		\$1,600.00
	• Conditional Use	Resolution 250	\$1,750.00
	• Variance		\$1,750.00
	• Shoreline Permit Time Extension		\$500.00
Community Development	Transportation Concurrency	\$15.48.040	
	• Concurrency Application		\$170.00
	• Traffic Impact Analysis (TIA) Review		\$260.00

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Building Code Building Permit Fee Schedule (including signs) Total Valuation	\$15.01.070	Fee
	Single family (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		50% of the calculated building permit fee using the table of fees in this section
	\$1.00 to \$500		\$47.00
	\$501 to \$2,000		\$47.00 for the first \$500 plus \$3.13 for each additional \$100 or fraction thereof, to and including \$2,000
	\$2,001 to \$10,000		\$94.00 for the first \$2,000 plus \$4.17 for each additional \$500 or fraction thereof, to and including \$10,000
	\$10,001 to \$25,000		\$176.75 for the first \$10,000 plus \$20.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
	\$25,001 to \$50,000		\$555.30 for the first \$25,000 plus \$12.71 for each additional \$1,000 or fraction thereof, to and including \$50,000
	\$50,001 to \$100,000		\$873.05 for the first \$50,000 plus \$9.45 for each additional 1,000 or fraction thereof, to and including \$100,000
	\$100,001 to \$500,000		\$1,345.55 for the first \$100,000 plus \$7.98 for each additional \$1,000 or fraction thereof, to and including \$500,000
	\$500,001 to \$1,000,000		\$4,537.55 for the first \$500,000 plus \$7.09 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
	\$1,000,001 and up		\$8,082.55 for the first \$1,000,000 plus \$5.93 for each additional \$1,000 or fraction thereof
Community Development	Other Inspection and Fees 1. Commercial building plan review fee 2. One and two family, garages and accessory buildings < 1400 sq. ft.		65% of the building permit fee 25% of the building permit fee
	2.a. One and two family and accessory dwelling units < 1400 sq. ft. that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.		12.5% of the building permit fee

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Other Inspection and Fees (continued)		
	3. One and two family > 1400 sq. ft. and pole barns		50% of the building permit fee
	3.a. Both single family housing > 1400 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above		25% of the building permit fee
	4. 1 st Plan Review Extension Fee 2 nd Plan Review Extension Fee 5. 1 st Permit Extension Fee 2 nd Permit Extension Fee 6. Fee for working without a permit 7. Demolition permit 8. One-and-Two Family Re-Roof permit. 9. Commercial Re-Roof permit. 10. Inspections outside of normal inspection hours (minimum charge - 1 hour) 11. Reinspection fees assessed under provisions of Section 108 12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour) 13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour) 14. For use of outside consultants for plan checking or inspection		5% of plan review fee 10% of plan review fee 5% of permit fee 10% of permit fee \$85.00 + Double the permit fee Based on valuation and the fee schedule \$170 Based on valuation and the fee schedule \$85.00 per hour \$85.00 per hour \$85.00 per hour \$85.00 per hour Actual cost plus 8% administrative fee
Community Development	ENERGY CODE FEES Energy Code Plan Check Fee Single Family Residential Remodel/Addition Multi-Family <u>New Commercial Building</u> 0 to 12,000 sq. ft. 12,001 to 60,000 sq. ft. 60,001 to 200,000 sq. ft. 200,000 sq. ft. and over Remodels and Tenant Improvements Warehouses		\$105.00 \$50.00 \$200.00 \$200.00 \$385.00 \$760.00 \$1,510.00 50% of the new commercial fee 50% of the new commercial building fee
Community Development	GRADING PERMIT FEES <u>Grading Plan Review Fees</u> 100 cubic yards or less (no cut\fill greater than 12 inches) 101 to 500 cubic yards 501 to 1,000 cubic yards 1,001 to 5,000 cubic yards 5,001 to 10,000 cubic yards 10,001 to 100,000 cubic yards		\$47.00 \$94.00 \$187.00 \$280.00 \$374.00 \$375.00 for 1st 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Grading Permit Fees (continued)		
	100,001 cubic yards or more		\$1,000.00 for the 1st 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof
	Other Fees Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)		\$85.00 per hour
	Grading Permit Fees For the issuance of each permit 100 cubic yards or less (no cut\fill greater than 12 inches) 101 to 500 cubic yards 501 to 1,000 cubic yards 1,0001 to 5,000 cubic yards 5,001 to 10,000 cubic yards 10,001 cubic yards or more		\$30.00 \$55.00 \$170.00 \$340.00 \$680.00 \$1,360.00 \$1,360.00 for 1st 10,000 cubic yards plus \$42.50 for each additional 10,000 cubic yards or fraction thereof
Community Development	Certificates of Occupancy °Temporary Certificates of Occupancy -One or Two Family -Commercial/industrial/Multi-family -Renewal °Final Certificates of Occupancy – One or Two-Family – Commercial/Industrial/Multi-family	\$15.04.020	\$25.00 \$100.00 \$200.00 No Fee No Fee
Community Development	Mechanical Code • Mechanical Permit • Mechanical Plan Review For the issuance of each permit For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$15.08.010	\$40.00 \$35.00
	Unit Fee Schedule Furnaces For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h		\$25.00
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h		\$30.00
	Boilers, Compressors and Refrigeration Units For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h		\$25.00 \$40.00 \$45.00

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Boilers, Compressors and Refrigeration Units (continued)	\$15.08.010	
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h		\$65.00
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h		\$110.00
Community Development	Air Handlers For each air-handling unit to 10,000 cubic feet per minute		\$25.00
	For each air-handling unit over 10,000 cubic feet per minute		\$30.00
	Photo-Voltaic Solar Panels Roof mounted; One-and-Two Family Dwellings		\$260.00
	Photo-Voltaic Solar Panels; Commercial		Based on valuation and the fee schedule
	Evaporative Coolers For each evaporative cooler other than the portable type		\$20.00
	Ventilation and Exhaust For each vent fan connected to a single duct		\$15.00
	For each system not a part of a permitted HVAC system		\$20.00
Community Development	For each non-residential type I hood (grease)		\$175.00
	Ventilation and Exhaust For each non-residential type II hood (steam)		\$95.00
	Water Heaters Residential		\$25.00
	Commercial		\$50.00
	Gas Piping For each gas pipe system of one to four outlets		\$15.00
Community Development	For each gas piping system additional outlets over 5		\$2.00 each
	Miscellaneous For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code		\$20.00
	Other Inspections and Fees 1. Mechanical plan review fee		65% of the mechanical permit fee
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)		\$85.00 per hour
	3. 1 st Plan Review Extension Fee		5% of plan review fee
	2 nd Plan Review Extension Fee		10% of plan review fee
	4. 1 st Permit Extension Fee		5% of permit fee
	2 nd Permit Extension fee		10% of permit fee
	5. Reinspection fees per inspection		10% of permit fee
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)		\$85.00 per hour
Community Development	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)		\$85.00 per hour
	8. For use of outside consultants for plan checking or inspection, or both		Actual cost + 8% administrative fee
Community Development	Plumbing Code • Plumbing Permit • Plumbing Plan Review • Backflow Protection Device	\$15.12.010	
	For the issuance of each permit		\$40.00

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Plumbing Code (continued)	\$15.12.010	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized		\$35.00
	Fee for review of septic system applications from County Health Department		\$35.00
	Unit Fee Schedule		
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)		\$20.00
	For each building sewer and each trailer park sewer		\$35.00
	Rainwater systems - per drain		\$20.00
	For each residential sewer grinder		\$30.00
	For each commercial sewer grinder		\$95.00
	For each electric water heater		\$25.00
	For each pre-treatment grease or oil interceptor including its trap and vent		\$30.00
	For each installation, alteration or repair of water piping and/or water treating equipment		\$15.00
	For repair or alteration of drainage or vent piping, each fixture		\$15.00
	For each commercial lawn sprinkler system on any one meter		\$25.00
	For atmospheric type vacuum breakers		
	– 1 to 5		\$20.00
	– Over 5, each		\$5.00
Community Development	For each backflow device other than atmospheric type vacuum type breakers		
	– 2 inches and smaller		\$15.00
	– Over 2 inches		\$30.00
	Expansion Tank		\$20.00
	Other Inspections and Fees		
	1. Plumbing plan review fee		65% of the plumbing permit fee
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)		\$85.00 per hour
	3. Reinspection fees per inspection (minimum charge – 1 hour)		\$85.00 per hour
	4. 1 st Plan Review Extension Fee		5% of plan review fee
	2 nd Plan Review Extension Fee		10% of plan review fee
Community Development	5. 1 st Permit Extension Fee		5% of permit fee
	2 nd Permit Extension Fee		10% of permit fee
Community Development	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)		\$85.00 per hour
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)		\$85.00 per hour
	8. For use of outside consultants for plan checking or inspection, or both		Actual cost + 8% administrative fee
Community Development	Moving of Buildings		
	• Permit Application	\$15.32.020	\$ 500.00 + bldg and demolition permits, as applicable
	• Traffic Officer Fee		Fully-packed rate + materials
Community Development	Fire Code	\$15.16.010	
	Fire Safety		
	• Fire Safety – Inspection Fee & Permitting		As Per Building Permit Fee Schedule
	• Underground Storage Tank Removal		
	– Residential		\$75.00 per tank
	– Commercial		\$225.00 per tank
	• Fire Sprinkler Permit		As Per Building Permit Fee Schedule

Table III			
BUILDING & FIRE SAFETY			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Community Development	Fire Code (Continued)	\$15.16.010	
	<ul style="list-style-type: none"> • Fire Sprinkler Plan Check Fire Alarm Installations • Fire Alarm Installation Permit <ul style="list-style-type: none"> – Base Fee • Pull Stations and Other Alarm Devices <ul style="list-style-type: none"> – First 10 devices – After first 10 devices • Annunciator Panel • Fire Alarm Control Panel • System Retest • Fire Alarm Plan Check Fire Hydrant (fireflow) Test 		65% of permit fee \$75.00 \$4.00 for each device \$2.00 for each device \$35.00 \$60.00 \$85.00 per hour 65% of permit fee \$180.00
Fire & Emergency Services	Fire Inspection Fees <u>Square Footage Factor:</u> 1 = 0 - 2,500 square feet 2 = 2,501 - 7,500 square feet 3 = 7,501 - 50,000 square feet 4 = 50,001 square feet + > Non-compliance and Reinspection Fee	\$15.16.010	\$20.00 \$40.00 \$60.00 + hourly rate of \$80.00 \$80.00 + hourly rate of \$80.00 \$80.00 per hour

Table IV			
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS			
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge
Transportation & Engineering Department	Right-of-Way License (includes projections over ROW)		
	<ul style="list-style-type: none"> • Application Fee • Five-Year License Rate <ul style="list-style-type: none"> – 1 to 1,000 square feet – 1,001 to 5,000 square feet – 5,001 to 20,000 square feet – More than 20,000 square feet 	\$3.40.010 \$3.40.020	\$ 265.00 + license rate \$150.00 \$200.00 \$250.00 Negotiable
Community Development	Right-of-Way Access/Utility Permit	\$12.16.050	
	<ul style="list-style-type: none"> • General • Residential (1-single family or duplex; lots of record; includes erosion control) <ul style="list-style-type: none"> – Street Only or 1 Utility Use – Multiple • Private Utility <ul style="list-style-type: none"> – Overhead <ul style="list-style-type: none"> Plan Check Inspection – Underground <ul style="list-style-type: none"> Plan Check Inspection – Single Service 		\$110.00 \$140.00 \$275.00 \$180.00 for 1 st 150' + \$.09 per 1' thereafter \$180.00 for 1 st 150' + \$.09 per 1' thereafter \$400.00 + \$.35 per l.f. \$1.95 per l.f. \$55.00
Transportation & Engineering Department	Street & Alley Vacation		
	<ul style="list-style-type: none"> • Application Fee • Publishing Notice • Acquisition Cost 	\$12.04.020	\$400.00 \$175.00 Up to 50% of the Assessed or Appraised Value
Community Development	Street Construction and Restoration	\$12.18.030	
	<ul style="list-style-type: none"> • Street, Curbs, and Sidewalks <ul style="list-style-type: none"> – Plan Check – Inspections – Resubmittals – Reinspections • Street Lighting <ul style="list-style-type: none"> – Plan Check – Inspections • Street Signals <ul style="list-style-type: none"> – Plan Check – Inspections 		\$400.00 + \$.55 per l.f. \$2.40 per linear foot \$105.00 per hour starting with 2nd submittal \$105.00 per hour \$400.00 + \$.35 per l.f. \$1.20 per linear foot \$1,210.00 per intersection \$1,650.00 per intersection
Community Development	Street Disruption Fee	\$12.16.060	
	<ul style="list-style-type: none"> • 1st year • 2nd year • 3rd year • 4th year • 5th year 		5 times construction cost 4 times construction cost 3 times construction cost 2 times construction cost 1 times construction cost
Finance	Notice Required to Have Water Disconnected		
	<ul style="list-style-type: none"> • Disconnection of water service on a temporary or permanent basis 	\$13.04.060	\$30.00
Finance	Water Service		
	<ul style="list-style-type: none"> • Occupant turning on penalty 	\$13.04.080	\$30.00
Finance	Hydrant Meter Rental		
	<ul style="list-style-type: none"> • (2½") – for construction 	\$13.04.140	\$1500.00 deposit + 3" meter monthly fee + consumption
Community Development	Sewer Service - Lateral Extension	\$13.08.100	
	<ul style="list-style-type: none"> • Gravity Tap • Force Main Tap 		\$250.00 \$3,300.00
Finance	Utility Billing Late Penalty	\$13.18.020	
	<ul style="list-style-type: none"> • If bill not paid until after the due date • If past due bill is not paid 20 days after the due date 		1% of late balance per utility or minimum penalty: Water - \$5.00 Sewer - \$4.00 Stormwater - \$1.00 \$10.00 penalty - Water

Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Finance	Utility Billing Process (continued) • Reconnection Fee	\$13.18.040	\$30.00 weekdays, \$100.00 weekdays after 4:30pm, all day weekends, & holidays	
Finance	Utility Account Set-up Fees • Owner Account Setup • Tenant Account Set-up (when authorized by owner) • Tenant Duplicate Bill	\$13.18.055	\$15.00 (Water \$8.00, Sewer \$5.00, Stormwater \$2.00) \$15.00 (Water \$8.00, Sewer \$5.00, Stormwater \$2.00) \$1.00 per month (Water \$1.00)	
Community Development	Utility Plan Check & Inspection Fees • Watermain – Plan Check – Inspections • Sewermain, Gravity – Plan Check – Inspections • Sewermain, Pressure – Plan Check – Inspections • Sewer Pump Station, Community System – Plan Check – Inspections • Stormwater System – Plan Check – Storm Pipe Plan Check – Stormwater Report Review – Inspections – Resubmittals (1 hour minimum) – Reinspections (1 hour minimum) – Computer Modeling Services	\$13.20.030	\$400.00 + \$.50 per l.f. \$2.75 per linear foot \$400.00 + \$.50 per l.f. \$2.75 per linear foot \$400.00 + \$.40 per l.f. \$2.50 per linear foot \$1,210.00 for each \$1,210.00 for each \$400.00 + \$44.00/acre \$400.00 + \$.50 per l.f. \$440.00 per report \$3.65 per linear foot \$580.00 per system \$95.00 per hour starting with 2nd submittal \$95.00 per hour \$95.00 per hour	
	• Latecomers – Streets/Utilities • Bonding Agreements, Letters of Credit (providing forms and reviewing documents, once complete)	Resolution 494	\$800.00 + \$95.00 per hour after 10 hours + 8% \$120.00	
Finance	Water Meter Testing	\$13.04.400	\$120.00	
Water Resources & Sustainability	Water – Installation charge (service line & meter)	\$13.04.360	<u>Meter Size</u> ¾" 1" 1-½" 2"	<u>Installation</u> \$2,300.00 \$2,500.00 \$3,900.00 \$5,500.00
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.		3" 4" 6" 8" 10" 12"	* * * * * *
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	\$13.04.360	<u>Meter Size</u> ¾" 1" 1-½" 2"	<u>Installation</u> \$500.00 \$600.00 \$1,000.00 \$1,200.00
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.		3" 4" 6" 8" 10" 12"	* * * * * *
	Water – Connection Charges in the General Service Area	\$13.04.370	<u>Connection Size</u> ¾ " 1" 1-½" 2" 3" 4" 6"	<u>Connection Fee</u> \$4,788.30 \$8,140.40 \$15,533.31 \$25,375.08 \$47,877.36 \$79,794.13 \$159,429.27
	Water - Connection Charges in General (Continued)	\$13.04.370		

Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	2022 Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability			8"	\$398,851.41
			10"	\$606,633.88
			12"	\$925,476.96
Community Development	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deedtitle restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.			50% of the applicable connection fee based on connection size.
Water Resources & Sustainability	Sewer – Connection Charges	§13.08.090		<u>Charge</u>
	• Equivalent Residential Unit (ERU)			\$2,856.38
	• Accessory Dwelling Unit (70% of ERU)			\$1,999.47
	• Multi-Family Unit (70% of ERU)			\$1,999.47
Water Resources & Sustainability	Sewer – Capacity Development Charge (CDC) *Change effective January 1, 2021	§13.08.090 and LOTT Resolution No. 20-002	\$6,610.14 per ERU*	

2022 Table V			
PUBLIC SAFETY			
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge
Police	Records • Accident Reports to Insurance Company • Incident Reports	n/a	\$4.00 \$0.15 per page over 10
	Animal Services	\$6.04.040 \$6.04.060 \$6.04.070	Pursuant to a posted schedule of fees adopted by the joint animal services commission www.jointanimalservices.org
Police	Police Alarm Systems • Installer ID Card/Renewal • Alarm Permit Reinstatement • False Alarm – 3rd within 90-day continual period – 4th within 90-day continual period – 5th and thereafter within 90-days	\$8.20.070 \$8.20.100	\$ 25.00 every 5 years \$50.00 \$75.00 \$150.00
	Fire Alarm Systems • False Alarm – 2nd within a calendar year – 3rd alarm and thereafter in a calendar year		\$25.00 As per WSAOFC for equipment; labor shall be charged at city costs
Fire	Fireworks • Display Fireworks Application (effective February 21, 2007)	\$8.30.030	\$100.00

2022 Table VI			
RECREATION			
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge
Parks & Recreation	Recreation Services		
	• All classes that require an outside instructor	n/a	City's fee 30% overhead of class instructor's fee
	• All classes provided that utilize in-house staff	n/a	City's fee shall be in excess of out-of-expense costs by an overhead of 30%
	• Athletic field use	n/a	\$20.00 per hour
	• Public parks – private event shelter rental	n/a	
	• 9:00am – 2:00pm		\$50.00
	• 3:00am – 8:00pm		\$50.00
	• 9:00am – 8:00pm		\$75.00
	• Youth Baseball League	n/a	\$100.00 \$10 additional for late registrations
	• Youth Basketball League	n/a	\$110.00 \$10 additional for late registrations
	• Public Events Permit	§12.28.020	\$10.00
Executive	• Public Parks – concession/merchandise sales	§12.32.040	
	0-4 hours		\$30.00
	4-8 hours		\$60.00
Executive	Street Banners		
	• Banner Permit Fee	§18.44.015	\$300.00

Table VII				
2022 UTILITY RATES				
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area.	§13.04.210	<u>Meter Size</u> ¾" 1" 1-½" 2" 3" 4" 6" 8" 10" 12"	Current <u>User Fee Base Rate</u> \$9.36 \$15.84 \$30.89 \$49.58 \$93.52 \$156.23 \$311.36 * * *
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	§13.04.220	140% of water base rate Ref: §13.04.210	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area	§13.04.210		Volume of Water Used (Cubic Feet)
			Block 1	0 to 600
			Block 2	601 to 1,200
			Block 3	1,201 to 2,400
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area	§13.04.210	Block 4	2,401 & greater
				Volume of Water Used (Cubic Feet)
			Block 1	0 to 500
			Block 2	501 to 1,000
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	§13.04.210	Block 3	1,001 to 2,000
			Block 4	2,001 & greater
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	§13.04.210	\$3.64 per each 100 cubic feet consumed (Block 3)	
	Water Fill Station Consumption Rate	§13.04.210	\$4.77 per each 100 cubic feet consumed (Block 4)	
	Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	§13.04.220	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)	
	Sewer – Monthly City Wastewater Service Rate & within General Service Area	§13.08.160	<u>Type</u>	<u>Monthly Rate</u>
			Single-family	\$20.64 (1.0 ERU)
			Individual mobile home	\$20.64 (1.0 ERU)
			Residential Duplex	\$20.64 (1.0 ERU)
	Sewer – Monthly City Wastewater Service Rate & within General Service Area		Multifamily (>2 units)	\$14.45 (0.7 ERU)
			Mobile home (>2 units)	\$20.64 (1.0 ERU)
	Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	§13.08.170	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$20.64
			140% of the sewer monthly operations & maintenance rate	

2022 Table VII				
UTILITY RATES				
Primary Department	Title	Code Reference (If Applicable)	Rate/Fee/Charge	
Water Resources & Sustainability	Sewer (<i>continued</i>) – Monthly LOTT Wastewater Service Charge	§13.08.160 and LOTT Resolution No. 20-002	<u>Type</u> Single-family Individual mobile home Residential Duplex Multifamily (>2 units) Mobile home (>2 units)	<u>Monthly Rate</u> \$43.50 (1.0 ERU) \$43.50 (1.0 ERU) \$43.50 (1.0 ERU) \$30.45 (0.7 ERU) \$43.50 (1.0 ERU)
	Sewer – Monthly LOTT Wastewater Service Charge	§13.08.160 and LOTT Resolution No. 20-002	<u>Type</u> Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	<u>Monthly Rate</u> Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) X \$43.50
	Stormwater – Monthly Account Fee	§13.12.040	\$1.79 on every developed property within the city limits	
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	§13.12.050	<u>Unit Type</u> Single-family residential Each duplex-family	<u>Charge</u> \$10.17* \$10.17*
	Stormwater - Monthly Service Charge	§13.12.060	All other developed properties not defined as single-family residential and duplex family.	\$10.17 x Gross Impervious Area/3,250 square feet
	Stormwater – Monthly Service Charge	§13.12.070	All mobile residence communities	\$10.17 x 1,800 x available Residence Site / 3,250 square feet + \$10.17 x Other Gross Impervious Area / 3,250 square feet

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: January 18, 2022
SUBJECT: Audit Engagement Letter

1) Recommended Action:

Staff request and recommend the City Council authorize the Mayor to sign the attached Audit Engagement Letter (Attachment "A") between the City and the State Auditor's Office (SAO).

2) Background:

The City receives annual audits from the State Auditor's Office. Due to staffing issues at SAO, the 2020 audits are later than expected this year. The audits covered with this engagement letter are the Financial Statement audit and the Single audit. The annual Accountability audit is being postponed at SAO's request, and we will receive a two-year Accountability audit later this year to cover 2021 and 2020.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

- ☐ Do not authorize the Mayor to sign the agreement. However, these audits are required by state and federal law.
-

5) Fiscal Notes:

The cost of the audits in this engagement letter are \$52,900. The estimated annual audit costs are included in the biennial budget.

6) Attachments:

- A. Audit Engagement Letter
- B. Entrance Conference Invitation



**Office of the Washington State Auditor
Pat McCarthy**

December 22, 2021

City Council and Mayor
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98512

We are pleased to confirm the audits to be performed by the Office of the Washington State Auditor, in accordance with the provisions of Chapter 43.09 RCW, for the City of Tumwater. This letter confirms the nature and limitations of the audits, as well as responsibilities of the parties and other engagement terms.

Office of the Washington State Auditor Responsibilities

Financial Statement Audit

We will perform an audit of the basic financial statements of the City of Tumwater as of and for the fiscal year ended December 31, 2020, prepared in accordance with accounting principles generally accepted in the United States of America (GAAP). Our audit will be conducted with the objective of our expressing an opinion on these financial statements.

We will perform our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free from material misstatement. Since we do not review every transaction, our audit cannot be relied upon to identify every potential misstatement. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with the standards identified above.

A financial statement audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers relevant internal controls in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we will express no such opinion.

Although our audit is not designed to provide an opinion on the effectiveness of internal control over financial reporting, we are required to report any identified significant deficiencies and material weaknesses in controls. We are also required to report instances of fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that could have a direct and material effect on the accuracy of financial statements.

A financial statement audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

All misstatements identified by the audit will be discussed with management. Material misstatements corrected by management and all uncorrected misstatements will be communicated at the exit conference, as required by professional auditing standards.

Our responsibility is to express in a written report an opinion on the financial statements based on the results of our audit. We cannot guarantee an unmodified opinion. We may modify or disclaim an opinion on the financial statements if we are unable to complete the audit or obtain sufficient and appropriate audit evidence supporting the financial statements. If our opinion is other than unmodified, we will fully discuss the reason with you prior to issuing our report. Further, in accordance with professional standards, we may add emphasis-of-matter or other-matter paragraphs to our report to describe information that, in our judgment, is relevant to understanding the financial statements or our audit.

We will also issue a written report (that does not include an opinion) on issues identified during the audit related to the City's internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*.

The City prepares supplementary information that accompanies the financial statements, which is required by Generally Accepted Accounting Principles. We agree to perform auditing procedures on this information, with the objective of expressing an opinion as to whether it is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Federal Single Audit

We will also perform a federal single audit on compliance with, and report on internal control over compliance for, each major program for the fiscal year ended December 31, 2020, in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk exists that some material noncompliance may not be detected, even though the audit is properly planned and performed in accordance with these standards and the Uniform Guidance.

In planning and performing the compliance audit, we will consider the City's internal control over compliance in order to determine the appropriate auditing procedures necessary for opining on compliance with each major program, and for testing and reporting on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we will express no such opinion. Although our audit is not designed to provide an opinion on the effectiveness of internal control over compliance, we are required to report any identified significant deficiencies and material weaknesses in controls.

We will express an opinion as to whether the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects, in relation to the financial statements taken as a whole for the fiscal year ended December 31, 2020.

We estimate the federal single audit will cover two federal grant programs, which will be identified at the audit entrance conference. If additional grant programs are audited to satisfy the requirements of the Uniform Guidance, the audit budget discussed below will increase by approximately \$7,000 per additional major program.

Upon completion of our audit we will issue a written report containing our opinion on the City's compliance for each major program and a written report on internal control over compliance. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, issue a disclaimer of opinion, or add an emphasis-of-matter or other-matter paragraph(s) to the report.

Data Security

Our Office is committed to appropriately safeguarding the information we obtain during the course of the audit. We have entered into a data sharing agreement with the City to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56 and OCIO Standard 141.10) in the handling of information considered confidential.

Reporting levels for audit issues

Issues identified through the auditing process will be communicated as follows. Failure to appropriately address audit issues may result in escalated reporting levels.

- **Findings** formally address issues in an audit report. Findings report significant results of the audit, such as significant deficiencies and material weaknesses in internal controls; misappropriation; and material abuse or non-compliance with laws, regulations, contracts or grant agreements. You will be given the opportunity to respond to a finding, and this response, or a synopsis of it, will be published in the audit report. Professional auditing standards define the issues we must report as findings with regard to non-compliance with a financial statement effect and internal controls over financial reporting. The Uniform Guidance defines the issues we must report as findings with regard to non-compliance and internal controls over compliance with federal grants.
- **Management letters** communicate control deficiencies, non-compliance, misappropriation, abuse, or errors with a less-than-material effect on audit objectives. Management letters are referenced, but not included, in the audit report.
- **Exit items** address control deficiencies, non-compliance, abuse, or errors that have an insignificant effect on audit objectives. These issues are informally communicated to management and are not referenced in the audit report.

Client's Responsibilities

Management is responsible for the accuracy and completeness of information provided to the auditor and will provide the Office of the Washington State Auditor with:

- Unrestricted access to people with whom the auditor wishes to speak.
- All information that is requested or relevant to auditor requests.
- Notification when any documents, records, files, or data contain information that is covered by confidentiality or privacy laws, such as HIPAA.
- Adequate workspace and conditions, including interacting with auditors professionally and respectfully and promptly communicating about any issues and concerns.

Moreover, our audit does not relieve management or the governing body of their responsibilities. Management's responsibilities, with oversight from the governing body, include:

- Selecting and applying appropriate administrative and accounting policies.
- Establishing and maintaining effective internal controls over financial reporting, compliance, and safeguarding of public resources.
- Designing and following effective controls to prevent and detect fraud, theft, and loss.
- Promptly reporting to us knowledge of any fraud, allegations of fraud or suspected fraud involving management, employees or others, in accordance with RCW 43.09.185.
- Ensuring compliance with laws, regulations and provisions of contracts and grant agreements.
- Preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America (GAAP).
- Preparing the following supplementary information and providing us with certain written representations concerning the supplementary information:
 - Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) that includes all expenditures from federal agencies and pass-through agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance in accordance with Uniform Guidance 2 CFR § 200.510 requirements
- Including the auditor's report on the supplementary information in any document that both contains the supplementary information and indicates that the auditor reported on the supplementary information.
- Either presenting the supplementary information with the audited financial statements or, if the supplementary information will not be presented, making the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information and auditor's report thereon are issued.
- Identifying all federal awards received and government programs.
- Understanding and complying with the provisions of laws, regulations, contracts, and grant agreements, including applicable program compliance requirements.
- Internal control over compliance, including establishing and maintaining effective controls that provide reasonable assurance that the City administers government programs in compliance with the compliance requirements.
- Evaluating and monitoring the City's compliance with the compliance requirements.
- Informing us of the City's relationships with significant vendors who are responsible for program compliance
- Submitting the reporting package and data collection form through the Federal Audit Clearinghouse.

Responsibilities at the conclusion of the audit

At the conclusion of our audit, the City will provide us with a letter to confirm in writing certain express and implied representations made during the course of the audit. This letter includes representations regarding legal matters. A separate letter may be needed from the City's legal counsel.

Management and the governing body are also responsible for following up and taking corrective action on all audit findings, including, when applicable, preparing a summary schedule of prior audit findings and a corrective action plan on the City's own letterhead.

Estimated Audit Costs and Timeline

We estimate the cost of the audit work to be \$52,900, plus travel costs, and other expenses, if any. Invoices for these services will be prepared and presented each month as our audit work progresses.

We anticipate our reports, which will be published on our website www.sao.wa.gov to be available to you and the public as outlined below. These estimates are based on timely access to financial information and no significant audit reporting issues. The estimated cost and completion date may change if unforeseen issues arise or if significant audit issues are identified necessitating additional audit work. We will promptly notify you if this is the case.

Report	Date*
Independent Auditor's Report on Financial Statements	February 2022
Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	February 2022
Independent Auditor's Report on Compliance for Each Major Program and on Internal Control over Compliance in Accordance with Uniform Guidance	February 2022

**Report Issuance Dates Are Estimates Only*

The audit documentation for this engagement, which may contain confidential or sensitive information, is the property of SAO and constitutes a public record under Chapter 42.56 RCW. Subject to applicable laws and regulations, appropriate individuals, as well as audit documentation, will be made available upon request and in a timely manner to appropriate auditors and reviewers, City's management and governing body, and federal agencies, for purposes of a public records request, a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities.

The audit documentation for this engagement will be retained for a minimum of five years after the report release (publish) date in accordance with the public records retention schedule established by the Washington Secretary of State.

Expected Communications

During the course of the audit, we will communicate with the City's selected audit liaison, Shelly Carter, Assistant Finance Director, on the audit status, any significant changes in our planned audit scope or schedule and preliminary results or recommendations as they are developed. The audit liaison is responsible for regularly updating management and the governing body on these matters. We may also provide direct communication of these matters to management and the governing body as needed or at the City's request.

Please contact us if, during the audit, any events or concerns come to your attention of which we should be aware. We will expect the audit liaison to keep us informed of any such matters.

Audit Dispute Process

Please contact the Audit Manager or Assistant Director to discuss any unresolved disagreements or concerns you have during the performance of our audit. At the conclusion of the audit, we will summarize the results at the exit conference. We will also discuss any significant difficulties or disagreements encountered during the audit and their resolution.

By signing and returning this letter, you acknowledge that the foregoing is in accordance with your understanding. Please contact us with any questions.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Sincerely,



Joshua Young, Audit Manager
Office of the Washington State Auditor

12/22/21

City Response:

This letter correctly sets forth our understanding.

Mayor

Date

Shelly Carter, Assistant Finance Director

Date



**Office of the Washington State Auditor
Pat McCarthy**

December 30, 2021

City Council
City of Tumwater
555 Israel Rd SW
Tumwater, WA 98512

Dear Councilmember:

We are pleased to notify you regarding the beginning of our audit of the City of Tumwater for fiscal year 2020. The State Auditor's Office is committed to maintaining positive relationships and open communication with the governments we audit. As a member of the governing body, we believe you should be fully informed about our audit work. Therefore, we are inviting you to attend an entrance conference we have scheduled with your staff at 1:00 p.m. on January 18, 2022 through Microsoft Teams.

At the conference, we will discuss the audit and ask if you or City staff have any areas of concern that you would like us to include in the scope of our audit. We will also discuss the timing and cost of the audit.

After we finish our audit work, we plan to contact you again to invite you to attend an exit conference, in which we will share the results of the audit. This is an opportunity for you to hear directly from us about what we found and to ask any questions you may have about the audit process or results.

Please note that if a quorum of Council members attend either of these conferences, the City will be responsible for ensuring requirements of the Open Public Meetings Act are met.

We take very seriously our responsibility of serving citizens by promoting accountability, fiscal integrity and openness in state and local government. We believe it is critical to citizens and the mission of the City that we work together as partners in accountability to prevent or constructively resolve issues.

We look forward to meeting with management and the governing body at the entrance conference and hope to see you there. If you have any questions or matters that you would like to discuss with us, feel free to contact me at (564) 999-0879 or by email at Beau.Villarreal@sao.wa.gov.

Sincerely,

Beau Villarreal
Auditor in Charge

TO: City Council
FROM: Brandon Hicks, Transportation and Engineering Director
DATE: January 18, 2022
SUBJECT: Interagency Agreement Amendment No. 6 – Department of Enterprise Services: Energy Conservation

1) Recommended Action:

Staff recommends the City Council make a motion to approve and authorize the Mayor to sign Amendment No. 6 to Interagency Agreement K1292 with Department of Enterprise Services (DES), which completes the project and refunds \$4,000 in service payments.

2) Background:

Interagency Agreement K1292 was executed February 27, 2013, and established a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the City. Projects completed under this agreement included the Phase I: HVAC, Controls and Lighting; and Phase II: 2014 Solar Energy Project and Street Lighting and Library Controls Project. These services include annual measurement and verification monitoring for projects completed under the Agreement. The measurement and verification periods extend for three years from when the Phase II projects were completed, which was May 10, 2018, and June 21, 2018, respectively. The Department of Enterprise Services has requested this Amendment to enable refunding of the \$4,000 and closure of the project.

3) Policy Support:

City of Tumwater Strategic Priorities and Goals 2021-2026 has identified the following goals:

F. Be a Leader in Environmental Sustainability

4) Alternatives:

☐ Request revisions to the amendment.

5) Fiscal Notes:

This Amendment refunds \$4,000 to the City.

6) Attachments:

- A. Interagency Agreement K1292 Amendment 6
- B. Interagency Agreement K1292 and Amendments 1-5

INTERAGENCY Amendment*Department of Enterprise Services*

Date: January 3, 2022
 Agreement No: K1292
 Project No.: 2014-145
 Amendment No: 6

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and the
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as “DES”, and the City of Tumwater, hereinafter referred to as the “CLIENT AGENCY”, hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment “A-2” and Attachment “C-2”, attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment “A-2” and Attachment “C-2”.

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.2 2014 Solar Energy Project outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.3 Review of Measurement and Verification reports for HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.4 Phase II – Street Lighting and Library Controls outlined in Sunset Air, Inc. Energy Services Proposal dated March 3, 2016.
- 1.5 Review of Measurement and Verification reports for Phase II – Street Lighting and Library Controls outlined in the Sunset Air, Inc. Energy Proposal dated March 3, 2016.
- 1.6 **Cancel Review of Measurement and Verification reports for Phase II – Street Lighting and Library Controls indicated above in section 1.5.**

Attachment “A-1” Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment “A-2” and Attachment “C-1” Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment “C-2” to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2013-133 to Agreement No. 2015-181, attached hereto and incorporated herein by reference.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment “A-2” of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment “B”.

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY’s cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment “B”. The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment “C-2” of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

4.1 Energy Project Management Fee for the work described in Section 1.1 is \$56,000.00. Anticipated billing date for this Amendment is December 1, 2015.

4.2 Energy Project Management Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing date for this Amendment is March 1, 2015.

4.3 Measurement and Verification Fee for the work described in Section 1.3 is \$4,000.00. Anticipated billing dates for this Amendment are December 1, 2017, and December 1, 2018.

4.4 Energy Project Management Fee for the work described in Section 1.4 is \$32,400.00. Anticipated billing date for this Amendment is April 1, 2017.

4.5 Measurement and Verification Fee for the work described in Section 1.5 is \$4,000.00. Anticipated billing dates for this Amendment are April 1, 2019, and April 1, 2020.

4.6 Cancel Years 2 & 3 Measurement and Verification Fees for the work described above in Sections 1.5 & 4.5. This Amendment reduces the total Agreement value by (\$4,000.00)

The new total Agreement value is \$96,4000.00.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition:

Section 1.3 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before December 1 each year, beginning in 2017 and ending in 2019, unless terminated earlier.

Section 1.5 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before April 1, beginning in 2019 and ending in 2020, unless terminated earlier.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater

**Department of Enterprise Services
Engineering & Architectural Services**

Title Date

K1292am6ko

Doug Kilpatrick, P. E.
Energy Program Manger
Title Date

Interagency Agreement No. K1292



Interagency Agreement

Date: December 17, 2012

Department of Enterprise Services

Interagency Agreement No: K1292

**Interagency Agreement Between the
Department of Enterprise Services
and
City of Tumwater**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Tumwater, hereinafter referred to as the "CITY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CITY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CITY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2014** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CITY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CITY decides not to proceed with an Energy/Utility Conservation project that meets CITY's cost effective criteria, then the CITY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CITY and provided by DES under Attachment "C" of this Agreement, the CITY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CITY, after DES has reviewed, approved and sent the invoices to the CITY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CITY at substantial completion of each authorized project, unless the CITY requests a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will indicate clearly that it is for the services rendered in performance of this Agreement and shall reflect both the Agreement and amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CITY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CITY shall notify DES in writing if the CITY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CITY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CITY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CITY Representative on this Agreement shall be:

John Doan, City Administrator
 City of Tumwater
 555 Israel Road SW
 Tumwater, WA 98501
 Telephone (360) 754-4120

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

b. The DES Project Manager on this Agreement shall be:

Lisa Steel
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41012
Olympia, WA 98504-1012
Telephone (360) 407-9373

Lisa Steel will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CITY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CITY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CITY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CITY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

All Writings Contained Herein

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Tumwater

Department of Enterprise Services
Facilities Division
Engineering & Architectural Services

Peter Kmet
Signature
PETER KMET
Name
MANOR
Title
2/24/13
Date

Bill Phillips
Signature
Bill Phillips
Name
Engineering Architectural Supervisor
Title
2/27/13
Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

K1292IAAem
REVIEWED BY DES CONTRACT UNIT 12/14/12

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2011-169

DES will provide the following project management services for each specific project for the CITY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CITY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

Interagency Agreement No. K1292

ATTACHMENT B

Fee Schedule

2011-13 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CITY decides not to proceed with the project through DES.
3. If the project meets the CITY's cost effectiveness criteria and the CITY decides not to move forward with a project, then the CITY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CITY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CITY's established Cost Effectiveness Criteria, then there is no cost to the CITY and no further obligation by the CITY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

**Statewide Energy Performance Contracting Program
Master Energy Services Agreement No. 2011-169**

If requested DES will provide the following monitoring services for each specific project for the CITY.

- 1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.**
- 2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.**
- 3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.**

Interagency Agreement No. K1292

af

INTERAGENCY Amendment*Department of Enterprise Services*

Date: July 8, 2014
 Agreement No: K1292
 Project No.: 2014-145
 Amendment No: 1

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and the
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Tumwater, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-1" and Attachment "C-1", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-1" and Attachment "C-1".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 HVAC, Controls, & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.**
- 1.2 2014 Solar Energy Project outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.**
- 1.3 Review of Measurement and Verification reports for HVAC, Controls, & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.**

Attachment "A" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-1" and Attachment "C" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-1" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2011-169 to Agreement No. **2013-133**, attached hereto and incorporated herein by reference.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on February 27, 2013, and be completed on **December 31, 2018**, unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-1" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-1" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 **Energy Project Management Fee for the work described in Section 1.1 is \$56,000.00. Anticipated billing date for this Amendment is December 1, 2015.**
- 4.2 **Energy Project Management Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing date for this Amendment is March 1, 2015.**
- 4.3 **Measurement and Verification Fee for the work described in Section 1.3 is \$4,000.00. Anticipated billing dates for this Amendment are December 1, 2017 and December 1, 2018.**

The new total Agreement value is \$64,000.00.

5. Billing

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.


Special Billing Condition: Section 1.3 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before December 1 each year, beginning in 2017 and ending in 2018, unless terminated earlier.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.


Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater



 Mayor
 Title
 7/12/14
 Date

**Department of Enterprise Services
 Facilities Division
 Engineering & Architectural Services**



 William J. Frare, P.E.
 Public Works Administrator
 Title
 9-4-2014
 Date

K1292amlaf

ATTACHMENT A-1

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT C-1

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2013-133**

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: October 30, 2014
 Agreement No: K1292
 Amendment No: 2

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and the
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Tumwater, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

3. Period of Performance

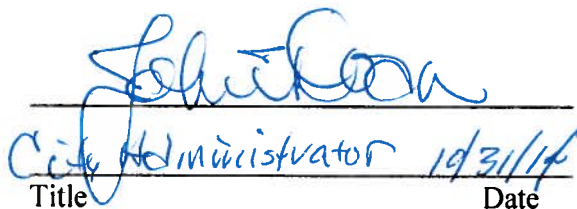
Subject to its other provisions, the period of performance of this Agreement shall commence on February 27, 2013, and be completed on **January 1, 2019**, unless altered or amended as provided herein.

All sections above have been fully amended and are shown in their entirety.

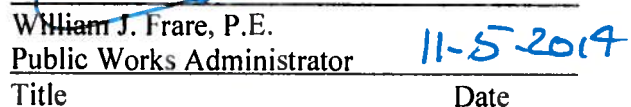
All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater


 City Administrator 10/31/14
 Title Date

**Department of Enterprise Services
 Facilities Division
 Engineering & Architectural Services**


 William J. Frare, P.E.
 Public Works Administrator 11-5-2014
 Title Date

K1292am2af

INTERAGENCY Amendment*Department of Enterprise Services*

Date: September 14, 2016
 Agreement No: K1292
 Project No.: 2014-145
 Amendment No: 3

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and the
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Tumwater, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-2" and Attachment "C-2", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-2" and Attachment "C-2".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.2 2014 Solar Energy Project outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.3 Review of Measurement and Verification reports for HVAC, Controls & Lighting outlined in the Sunset Air, Inc. Energy Services Proposal dated April 3, 2014.
- 1.4 **Phase II – Street Lighting and Library Controls outlined in Sunset Air, Inc. Energy Services Proposal dated March 3, 2016.**
- 1.5 **Review of Measurement and Verification reports for Phase II – Street Lighting and Library Controls outlined in the Sunset Air, Inc. Energy Proposal dated March 3, 2016.**

Attachment "A-1" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-2" and Attachment "C-1" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-2" to update the Statewide Energy Performance Contracting Program Master Energy Services

Agreement number from Agreement No. 2013-133 to Agreement No. **2015-181**, attached hereto and incorporated herein by reference.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment “A-2” of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment “B”.

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY’s cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment “B”. The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment “C-2” of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

- 4.1 Energy Project Management Fee for the work described in Section 1.1 is \$56,000.00. Anticipated billing date for this Amendment is December 1, 2015.
- 4.2 Energy Project Management Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing date for this Amendment is March 1, 2015.
- 4.3 Measurement and Verification Fee for the work described in Section 1.3 is \$4,000.00. Anticipated billing dates for this Amendment are December 1, 2017, and December 1, 2018.
- 4.4 **Energy Project Management Fee for the work described in Section 1.4 is \$32,400.00. Anticipated billing date for this Amendment is April 1, 2017.**
- 4.5 **Measurement and Verification Fee for the work described in Section 1.5 is \$4,000.00. Anticipated billing dates for this Amendment are April 1, 2019, and April 1, 2020.**

The new total Agreement value is \$100,400.00.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition:

Section 1.3 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before December 1 each year, beginning in 2017 and ending in 2019, unless terminated earlier.

Section 1.5 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before April 1, beginning in 2019 and ending in 2020, unless terminated earlier.

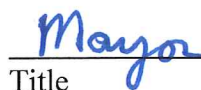
All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

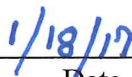
Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater



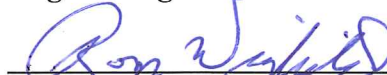


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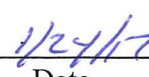
Date

**Department of Enterprise Services
Engineering & Architectural Services**



Roger A. Wigfield, P. E.
Energy Program Manger

Title



Date

K1292am3af

ATTACHMENT A-2

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2015-181**

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2015-17 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001.....1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700.00 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C-2

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. **2015-181**

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: December 20, 2018
 Agreement No: K1292
 Amendment No: 4

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Tumwater, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on February 27, 2013, and be completed on **December 31, 2020**, unless altered or amended as provided herein.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater

Pete Kmet
Mayor 1/19/2019
 Title Date

**Department of Enterprise Services
Engineering & Architectural Services**

Roger A. Wigfield
Roger A. Wigfield, PE 1/27/19
Energy Program Manager
 Title Date

K1292IAAamd4cp

Interagency Agreement No. K1292

INTERAGENCY Amendment*Department of Enterprise Services*

Date: March 18, 2021
 Agreement No: K1292
 Amendment No: 5

**Interagency Agreement Between the
 State of Washington
 Department of Enterprise Services
 and
 City of Tumwater**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Tumwater, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

3. Period of Performance


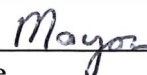
Subject to its other provisions, the period of performance of this Agreement shall commence on February 27, 2013, and be completed on **December 31, 2022**, unless altered or amended as provided herein.

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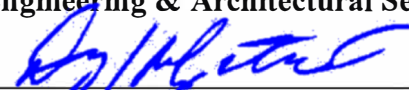
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Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Tumwater


 5/5/2021
 Title Date

**Department of Enterprise Services
 Engineering & Architectural Services**


Doug Kilpatrick, PE
Energy Program Manager 05/25/2021
 Title Date

K12921AAamd5ko

Interagency Agreement No. K1292

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: January 18, 2022
SUBJECT: 2022 Long Range Planning Work Program

1) Recommended Action:

Approve the draft 2022 Long Range Planning Work Program.

2) Background:

An annual Long Range Planning Work Program is approved by the City Council at the beginning of each year. The draft 2022 Long Range Planning Work Program was discussed at a joint City Council – Planning Commission worksession on December 14, 2021 and by the General Government Committee at their January 12, 2022 meeting.

The City Council, Planning Commission, property owners, or City staff typically propose work program items. The work program includes the City's annual docket of Comprehensive Plan Amendments

3) Policy Support:

Land Use Element Policy LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.

Land Use Element Action LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element.

4) Alternatives:

☐ None.

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

A. Draft 2022 Long Range Planning Work Program

DRAFT 2022 CITY OF TUMWATER LONG RANGE PLANNING WORK PROGRAM					
	PROJECT	STAFF HOURS	PROPOSED BY	PROJECT DESCRIPTION/COMMENTS	
COMPREHENSIVE PLAN AMENDMENT DOCKET					
1	2025 Comprehensive Plan Update Process	80	City Staff	Starting in Fall 2022 through June 2025, prepare required eight-year periodic update to the City's Comprehensive Plan, including updates to the Conservation, Housing, Land Use, Lands for Public Purposes, and Utilities Elements as well as the Parks, Recreation, and Open Space Plan and Transportation Plan. Work in 2022 will primarily be preparing the scope and schedule for the periodic update with other City departments and it is expected to start in the second half of 2022. Work with Planning Commission, General Government Committee, and City Council.	
2	2022 Comprehensive Plan Amendments	320	City and Public	Review at least six public and private amendments through preliminary and final docket process. Includes four City proposed amendments: 1) Neighborhood Character, 2) Update greenhouse gas emission (GHG) targets in Environment Element to address HB 2311; 3) Essential Public Facilities amendments; and 4) Comprehensive Plan map amendment to change SFM to MFH Triangle west of the Dennis Street SW and Linderson Way SW intersection. Two private applications were submitted before the December 6, 2021 deadline 1) Wells Littlerock and 2) Littlerock Boulevard SW and Israel Road SW. Preliminary docket briefings and worksessions. Final docket briefings, worksessions, and hearing. Prepare preliminary docket summary, staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.	
Subtotal		400			
DEVELOPMENT REGULATION AMENDMENT DOCKET					
1. Tumwater Housing Action Plan Amendments					
a	Housing Action Plan - Development Code Amendments	120	City Staff	After acceptance of Tumwater Housing Action Plan in 2021, associated updates to development regulations to respond to Plan actions. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.	
b	Housing Action Plan - Rental Housing Amendments (Ordinance No. O2021-023)	160	City Council	Ongoing from 2018. Part of Resolution No. O2018-016 Homelessness and Housing Affordability response and addressing 2021 Tumwater Housing Action Plan actions. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with other City staff, General Government Committee, and City Council.	
		280			
2. Urban Forestry Management Plan Amendments					
a	Landscaping and Buffering Requirements	120	City Staff	Delayed until 2022 by reduced staff in 2021. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to prepare update to landscape buffering and screening regulations (TMC 18.47). Consultant management. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.	
b	Street Tree Standards Update (Ordinance No. O2021-016)	60	City Staff	Ongoing from 2021. After completion of the Urban Forestry Management Plan update in 2021, prepare update to street tree regulations (TMC 12.24), Street Tree Plan, and guidelines throughout the code. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.	
c	Tree Preservation Regulation Update	120	City Staff	Delayed until 2022 by reduced staff. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to prepare update to tree preservation regulations (TMC 16.08). Consultant management. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.	
		300			
3. Other Amendments					
a	Binding Site Plan Amendments	120	City Staff	Prepare update to binding site plan regulations in Title 17 to provide clarity to requirements. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.	
b	Emergency Shelters and Housing (Ordinance No. O2021-019)	40	City Staff	Ongoing from 2021. Update regulations to reflect changes to address changes in state laws in 2020 and 2021 that require local governments to allow certain housing types in certain locations. The amended state laws were adopted by Engrossed Substitute House Bill (ESHB) 1023 (2020), Engrossed Second Substitute House Bill (E2SHB) 1220 (2021), and Engrossed Substitute Senate Bill (ESSB) 5235 (2021). City Council worksession and consideration.	
176	c	General Development Code Housekeeping Amendments	140	City Staff	Delayed until 2022 by reduced staff in 2021. Address minor housekeeping amendments from 2020 and 2021, including updating Dedication Certificate language and references to Public Works Director in Title 17; clarifying the intent of TMC 18.33 MUO Mixed Use Overlay to require commercial or office uses along primary roadways rather than 20% of every building; addressing nonconforming signs; addressing ADU primary entrance language; adding “residential mechanical equipment” in SF zone districts setback; addressing driveway surface for storage sheds; adding “carwash” to General Commercial uses; looking at difference between “personal and professional and services” and “personal and professional and services and sales” (NC and TC zone districts only); matching the permitted and conditional uses in TMC 18.07 Summary Tables of Uses and zone districts with those in TMC 18.53 Housing for the Functionally Disabled; clarifying whether residential uses require one long term bike storage spot per unit (18.50.120.C.3) or one per four units as shown in the table (18.40.120.(A)) at the end of the parking section; look at when a staff report is needed for a hearing examiner hearing; and addressing sidewalk maintenance issue at the request of permitting staff to clarify which owners are responsible for maintenance of sidewalks. Currently there is not a section of the TMC or Development Guide that addresses this issue. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.
d	Planned Unit Development Chapter Update	120	City Staff	Review and update TMC 18.36 Planned Unit Development Overlay. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.	
e	Thurston Climate Mitigation Plan - Related Development Code Amendments	80	City Council	After acceptance of Thurston Climate Mitigation Plan in 2021 and the start of Phase 4 implementation, associated updates to development regulations. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.	
f	Thurston County Code Title 22 - Tumwater Urban Growth Area Zoning	160	City Staff	Start work with County staff to revise Thurston County Code Title 22 and City development codes as needed to be consistent in the Urban Growth Areas. Schedule will depend on County work plan. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with City and County Planning Commissions, General Government Committee, and City Council.	
		660			
Subtotal		1,240			

OTHER PLANNING PROJECTS				
1	Annexations - Island Annexation Process	160	City Staff	Ongoing from 2020 and 2021. After approval of ILA with County for island annexations scheduled for January 2022, coordinate with consultant and City Attorney as in needed in support of two annexation ordinances. Briefings, worksessions, and hearing. Prepare staff report, ordinances, and other materials and work with General Government Committee and City Council. Includes consultant management.
2	Equity Toolbox	80	City Staff	At request of City Administrator, work with consultant to prepare equity toolbox. Meetings with City staff and research.
3	GIS / GIS Support	100	City Staff	Support on unspecified projects, inquiries, and requests
4	Grant Funding	20	City Staff	Delayed until 2022 by reduced staff. Research grant funding opportunities that support long range planning goals. Senior housing support is one potential grant area.
5	Habitat Conservation Plan	500	City Council	Ongoing from 2016. Phase II work. Includes consultant management and coordination with Port and USFWS. NEPA/SEPA EIS support as state SEPA lead agency. 2022 grant extension with WDFW and USFWS. Briefings, worksessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Port staff, USFWS, WDFW, Planning Commission, General Government Committee, and City Council. Includes consultant management and grant management.
6	Hazard Mitigation Plan for the Thurston Region	120	City Staff	Update the City of Tumwater chapter of the Hazard Mitigation Plan for the Thurston Region. The current plan is due for an update by August 2022. Thurston County Emergency Management and Thurston Regional Planning Council (TRPC) secured a FEMA Pre-Disaster Mitigation grant to update our region’s plan. The plan update process is expected to launch in November 2021 and take approximately 12 to 15 months to complete. Participation in a multi-agency planning workgroup. Briefings, worksessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Planning Commission, General Government Committee, and City Council.
7	Housing - Affordability and Homelessness	48	City Council	Ongoing from 2020 and 2021. Work outside of development regulation amendments above and specific Regional Housing Council management and coordination meetings below on other housing affordability and homelessness strategies. Marketing.
8	Housing Affordability Amendments - Infrastructure (Housing Affordability Fee Work Plan Ordinance #9)	60	City Council	Part of Housing Affordability Fee Work Plan approved May 28, 2019. Work with the Public Works Department to make infrastructure investments for infill areas needing upgrades with follow-up by City staff to develop potential scenarios with emphasis on areas where housing affordability is most likely to occur. Public meetings, briefings, worksessions, hearing, and ordinance.
9	Long Range Planning Website Updates	12	City Staff	Ongoing.
10	Public Inquiries and General City Council and Interdepartmental Support	280	Various	Support on unspecified projects, inquiries, and requests.
11	Thurston Climate Mitigation Plan, Phases 3 and 4	120	City Council	Ongoing from 2020 and 2021. Work with other jurisdictions on Phase 4 of the Thurston Climate Mitigation Plan: addressing equity and implementation of strategies and action with Commerce grant. Associated updates to the development regulations in 2022 addressed above. Monthly jurisdictional staff meetings and steering committee meetings. Public meetings, briefings, and worksessions. Work with other City departments, Planning Commission, General Government Committee, and City Council. Expected transition of work to new Sustainability Coordinator position in Water Resources and Sustainability Department at some point.
12	US Census - Thurston County Jail	120	City Staff	As part of the 2021 adjustments to OFM's Preliminary Population Estimate Review for Tumwater, OFM staff noted that the 2020 Census block where Thurston County Jail is located did not have any general quarters population counted. OFM staff thought that the City has a case to submit to the Count Question Resolution (CQR) program. If successful, the city population would be adjusted upwards through a Corrected Federal Census count, potentially increasing Tumwater’s population by 200-400. OFM suspects that this might be a geocoding error and the Census Bureau may have placed the GQ population at the mailing address rather than the actual location. Correcting this error with the Census Bureau will update the population that federal funding is based on, impacting the City's federal funding for the decade. Once the Census Bureau posts a correction, staff will work with OFM to adjust the base numbers that our annual estimates are based on for this decade. The CQR program will begin accepting submissions beginning in January of 2022.
13	Urban Forestry Management Plan Implementation	80	City Council	Ongoing from 2021. Plan implementation and annual Directors and Tree Board coordination on Actions.
Subtotal		1,700		
GENERAL MANAGEMENT AND COORDINATION				
177	General Coordination with Other City Departments	96	City Staff	Various
a	All City Staff Meetings	8	City Staff	Quarterly meetings
b	Brewery Project Team	8	City Staff	Ongoing meetings
c	Code Compliance Team	16	City Staff	Ongoing monthly meetings
d	GIS Team	8	City Staff	Ongoing meetings
e	Green Team	12	City Staff	Ongoing meetings
f	Stormwater Interdisciplinary Team	12	City Staff	Ongoing meetings
g	Traffic Team	24	City Staff	Ongoing meetings
h	Web Team	8	City Staff	Ongoing meetings
2	General Coordination with Other Jurisdictions	409	City Staff	Various
a	Port of Olympia	24	City Staff	Quarterly Meetings and other coordination
b	City of Olympia	8	City Staff	Review proposed Comprehensive amendments and other coordination outside of housing
c	Intercity Transit	8	City Staff	Coordination with staff
d	Olympia School District	1	City Staff	Coordination with staff
e	Regional Housing Council	280	City Staff	Ongoing from 2020 and 2021. Monthly RHC meetings, monthly City Staff RHC prep meetings, weekly technical team meetings, annual grant review, and monthly workgroup meetings (siting, common understanding, eviction, funding). 0.25 FTE annual commitment.
f	State of Washington	4	City Staff	Coordination with staff
g	Thurston County	24	City Staff	Ongoing coordination not associated with a specific project, includes long range planning coordination with four jurisdictions
h	Thurston Regional Planning Council	28	City Staff	Regional planner meetings/jurisdiction meetings
i	Thurston Thrives - Housing Action Team	24	City Staff	Attend monthly regional coordination meetings
j	Tribal Governments	4	City Staff	Coordination with staff
k	Tumwater School District	4	City Staff	Review Capital Facilities Plan and other coordination
3	Department Management	312	City Staff	Various
a	General Management	120	City Staff	Ongoing from 2021. Staff review and development. Managing staff: daily calls, weekly meetings with permit manager, biweekly and monthly meetings, and tracking.
b	Management Team Meetings	120	City Staff	Ongoing Weekly Meetings
c	Planning Commission Support	48	City Staff	Ongoing coordination with chair. Zoom meeting management.
d	Tree Board Support	24	City Staff	Ongoing coordination with chair. Zoom meeting management. 2022 Arbor Day. “Tree City” DNR annual application in fall 2022.
4	Training	60	City Staff	AICP certificate maintenance. Conferences.
Subtotal		877		
TOTAL HOURS:		4,217		

TOTAL REQUIRED PLANNERS (FTEs):	3.00
TOTAL AVAILABLE PLANNERS (FTEs):	2.40
TOTAL AVAILABLE PLANNER TIME (Hours X FTEs):	4,213
PLANNER TIME DIFFERENCE(Hours X FTEs):	-4

Approved by the City Council on XXXX, 2022

Note: Staff hours for items that include briefings, worksessions, and ordinances include a minimum number of public meetings (5) and hours for the public meeting process (40).

	PROJECT	STAFF HOURS	PROPOSED BY	PROJECT DESCRIPTION/COMMENTS
BELOW THE LINE PROJECTS (To be considered as projects above are completed and staff time is available)				
→	Aquifer Protection Standards Amendments	80	City Staff	Update TMC 16.24 Aquifer Protection Standards and TMC 18.39 AQP Aquifer Protection Overlay to consider extending protections offered by the City system to other water systems in the City per Planning Commission recommendation on April 9, 2019. Briefings, worksessions, hearing, and ordinance.
→	Autonomous Vehicles	80	City Staff	See TVW series on transportation 2019 per John Doan. Prepare update to regulations. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Basin Plans – Deschutes and Black Lake (Subdivision Code/Housing Types	120	City Staff	Thurston County and TRPC led basin planning efforts for Black Lake and Deschutes basins. Black Lake Basin Water Resource Protection Study, Final Report was issued June 2015. Study recommended considering removal of portion of UGA on south Black Lake. Consider fire service (Black Lake) and conversion of septic systems to sewer. Appendix E of Study included suggested amendments to the City's Subdivision code for new subdivisions near wetlands and high groundwater flooding. Deschutes Basin Watershed Land Use Analysis, Scenario Development Report issued November 2016.
→	Citywide Design Standards Update	80	City Staff	Review how the Citywide Design Guidelines (TMC 18.43) have been working since adoption in 2016. Includes addressing corner setbacks for industrial zone district in the Citywide Design Guidelines do not match the standards found in the municipal code (TMC 18.24 and TMC 18.43) and addressing materials of new mini-storage uses (TMC 18.43). Briefings, worksessions, hearing, and ordinance.
→	Code Enforcement Amendments	60	City Staff	Ongoing from 2020. Substantive code revisions to reconcile International Property Maintenance Code (TMC 15.18) and Nuisances Code (TMC 8.04). Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with General Government Committee and City Council.
→	Electric Vehicle Infrastructure	80	City Staff	Work with Building Official on electric vehicle charging infrastructure requirements for new commercial buildings per WAC 51-50-0427. Prepare update to regulations. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Essential Public Facilities	120	City Staff	Separate essential public facilities from the Conditional Use Permit chapter (TMC 18.56) and establish conditions for each of the individual essential public facilities. Briefings, worksessions, hearing, and ordinance.
→	Essential Public Facilities - Treatment Facilities	80	City Staff	Code amendments for essential public facilities related to treatment facilities. Related to Comprehensive Plan Amendments. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Housing Affordability Amendments - Unit Lot Subdivision (Housing Affordability Text Work Plan Ordinance #4)	100	City Staff	Part of Housing Affordability Work Plan approved May 28, 2019. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Littlerock Road Subarea Plan and Regulations	160	City Staff	Complete update of the Plan Goals and Actions as part of the 2023 Comprehensive Plan Amendment process. Update Littlerock Road Subarea Plan and regulations, including work on the Comprehensive Plan map designation and text and zone districts. Related to regulations addressing minimum residential density and development standards in TMC 18.20 MU Mixed Use zone district in development regulation amendment docket below. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Mixed Use Zone District – Minimum Residential Density/Development Standards	120	Mayor	Review regulations addressing minimum residential density and development standards in TMC 18.20 MU Mixed Use zone district. Related to work on the Comprehensive Plan map designation and text and zone districts in Comprehensive Plan amendment docket above. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council
→	Multifamily Tax Exemption Update	160	City Staff	Review and update TMC 3.30 Multifamily Housing Tax Exemptions to response to 2021 updates to state law. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Pipeline - Land Use Review	80	City Staff	Review proposed land use and zoning along the Olympic fuel pipeline and Williams natural gas pipeline and propose amendments as needed. Coordinate with County for Urban Growth Area issues as needed. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Town Center Plan Amendments	160	City Staff	Complete update as part of the 2023 Comprehensive Plan Update process. Work on the Comprehensive Plan map designation and text, zone district, and regulations, including review of residential uses and amendments to TMC 18.23 TC Town Center Zone District. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	WSDOT Site Planning	100	City Staff	Work with WSDOT to potentially plan for the future use of their Capitol Boulevard site. Subject to City and WSDOT agreement.
→	Zero Effect Drainage Discharges	120	City Staff	Review TMC 13.22 - Zero Effect Drainage Discharge after new Drainage and Erosion Control Manual is adopted to see if it is appropriate to revise or remove. From the LID update, look at how TMC 13.22 works with the new City of Tumwater Drainage and Erosion Control Manual and what projects have been built using the code. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
TOTAL HOURS:		1,700		

TO: City Council
 FROM: Chuck Denney, Parks and Recreation Director
 DATE: January 18, 2022
 SUBJECT: Sequoia's Early Learning Center Lease Agreement

1) Recommended Action:

Staff is seeking approval of a 5-year lease with Sequoia's Early Learning Center, LLC to operate a childcare business at Old Town Center.

2) Background:

After ten years of providing childcare services at Old Town Center, Cradle To Crayons needed to close their business due to staffing difficulties. Sequoia's Early Learning Center is very interested in providing childcare services in the space at Old Town Center. Sequoia's offers six developmentally-aged classrooms and school-age before/after programs. They also offer a full-day Outdoor Farm School for 4- to 7-year-olds. Sequoia's Treehouse and Farm School is located in South Bay, Olympia WA.

Preparation and licensing occurred in December and January with an opening date at Old Town Center of February 1, 2022.

3) Policy Support:

Vision-Mission-Beliefs: Opportunity

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

4) Alternatives:

- ☐ Pursue a different use of the facility.
 - ☐ Modify the lease terms.
-

5) Fiscal Notes:

Initial lease rate is \$4,800/month and increases with the CPI. Revenue from the lease pays for OTC facility costs and operations. The tenant is responsible for paying the leasehold excise tax.

6) Attachments:

A. Lease Agreement

LEASE AGREEMENT

THIS LEASE is entered into this 1st day of February, 2022 by and between the City of Tumwater, Washington, a Municipal Corporation (hereinafter "City") and Sequoia's Early Learning Center, LLC, a Washington corporation, whose address is 215 N 2nd Ave SW, Tumwater, WA 98512 (hereinafter "Tenant").

City is the owner in fee simple of a parcel of land located in the City legally described on the attached Exhibit A (the "Premises"). Tenant desires to lease space within the Premises as described below for the purpose of infant and child care.

In consideration of their mutual covenants, the parties agree as follows:

1. Leased Premises. City leases to Tenant and Tenant leases from City, upon the terms and conditions set forth in this Lease, a portion of the Premises as legally described in attached Exhibit A and identified on the floor plan attached as Exhibit B.

2. Term.

a. This Lease shall be for a Term of five (5) years and shall commence on the date of February 1, 2022 (the "Commencement Date") and shall end at 12:00 a.m. (midnight) on the fifth (5th) anniversary of the Commencement Date unless sooner terminated as provided elsewhere in this Lease.

b. This Lease may be renewed for two (2) additional five (5) year terms (the "Extended Terms") upon giving written notice to the City no more than six (6) months before and no later than three (3) months before the end of the current five (5) year term. The City may refuse to renew (i) in the event of breach of the Lease during the preceding term, or (ii) any other reason determined by the City in its reasonable discretion. Any such refusal shall be in writing and shall be sent to Tenant at least thirty (30) days prior to expiration of the then current five (5) year term.

3. Rent.

a. On the tenth day of each month, Tenant shall pay to City as rent Four Thousand Eight Hundred and 00/100 Dollars (\$4,800.00) ("Rent") per month. Rent for any fractional month at the beginning or at the end of the Term or Extended Term, if any, shall be prorated. Rent shall be payable to the City at 555 Israel Rd. SW, Tumwater, Washington 98501; Attention: Finance Director. Tenant shall pay the City a late payment charge equal to five percent (5%) of the amount due for any payment not

paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

b. The Rent shall be increased using the annual CIP-U from Seattle/Tacoma/Bremerton on the second and fourth year only throughout the Term of this Lease and Extended Terms (if any), except that the increase shall not exceed five percent (5%) in any one year. Each increase shall become effective January 1st of each calendar year.

c. Within fifteen (15) days of the Commencement Date, Tenant shall submit to the City a Security Deposit in an amount of Four Thousand Eight Hundred and no/100 Dollars (\$4,800.00), which shall be refunded at the termination of this Lease if Tenant is not in default of the Lease. In the event Tenant fails to pay Rent or other charges when due, cure periods considered, the City shall deduct such amount from the Security Deposit, and Tenant agrees to immediately refund to the City any such deduction from the Security Deposit. The Security Deposit shall be held by the City without liability for interest.

d. The Tenant shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement; including, but not limited to, Leasehold Excise Tax, currently at a rate of 12.84%.

e. The monthly rental rate shall include water and electric utilities. Tenant shall timely pay for all other costs, expenses, fees, services, and charges of all kinds for janitorial services and telephone, and for all other utilities used on the Premises so that the same shall not become a lien against the lease Premises. The Tenant is responsible for hiring its own janitorial service. If charges for any or all of such utility services are not capable of separate metering and are charged for the Building as a whole, Tenant agrees to pay, upon demand, Tenant's proportionate share of such charges.

4. Permitted Use of Premises.

a. Tenant covenants that at all times during the Lease term and such other time as Tenant occupies the Premises, Tenant shall use the Premises for the Permitted Uses and for no other purposes without the prior written consent of the City.

b. Tenant shall use that portion of the Premises leased herein for infant and child care (the "Permitted Uses"). No other uses, activities or operations

shall be conducted by the Tenant from the leased Premises without the prior written consent of the City.

c. Tenant shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations in connection with its use of the Premises. Tenant shall obtain all required governmental approvals, authorizations, licenses and permits at Tenant's expense. Tenant specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from City, and further agrees that City does not waive this section by giving notice of demand for compliance in any instance.

d. Tenant shall faithfully observe and comply with all recorded covenants, conditions and restrictions affecting the Premises and all rules and regulations that City may from time to time make to facilitate the reasonable operation of the Premises and the Building of which the Premises are apart or the Property on which it is located or to comply with the requirements of any governmental entity or insurance company (the "Rules"). City reserves the right to modify the Rules from time to time. The Rules and any modifications shall be binding upon Tenant upon delivery of a copy of the Rules to Tenant.

e. The Tenant shall operate and conduct "Sequoia's Early Learning Center" in a business-like manner, and will not permit any acts or conduct on the part of the Tenant employees that would be detrimental to the City's image and operation of the Old Town Center. The Tenant also recognizes that, although it is operating their business as an independent operator for profit, the City's Department of Parks and Recreation is organized and exists for the purpose of maintaining park and recreation facilities for the use and enjoyment of the general public. The Tenant and its employees will devote their best efforts toward rendering courteous service to the public as though the Tenant and its employees were employees of the City, with a view of adding to the enjoyment of the patrons of this recreational facility.

5. Common Areas.

a. City shall make available such areas and facilities for the common use of all tenants of the Building (including but not limited to kitchen and kitchen storage area, parking areas, driveways, delivery passages, access and egress road, walkways, and landscaped and planted areas) as City shall reasonably deem appropriate (the "Common Areas").

b. Tenant and its employees, agents and invitees shall have the non-exclusive right (in common with other tenants of the Building and City) to use the Common Areas, subject to any Rules. City's Rules may include the designation of

specific areas in which cars owned by Tenant, its employees and agents must be parked. City may at any time temporarily close any Common Area due to construction, maintenance, repair or changes to any part of the Building or the real property upon which the Building is located, with prior notice to Tenant.

c. Tenant shall be entitled to use approximately five (5) parking stalls. Old Town Center parking is very limited, both parties acknowledge the need to communicate and work together as parking needs arise.

6. Improvements. Tenant shall not make or permit any alteration, addition or improvement to the Premises without the prior written consent of City, which consent shall not be unreasonably withheld. Any alteration, addition or improvement consented to by City shall be made in a good workmanlike manner at Tenant's sole cost and expense and shall comply with all applicable laws, codes, ordinances, rules and regulations. All alterations, additions or improvements (including but not limited to wall and window covering, paneling and built-in cabinet work, but excluding movable furniture and trade fixtures) shall at once become a part of the Premises belonging to the City and shall be surrendered with the Premises at the expiration of this Lease, unless City demands their removal. Upon expiration or sooner termination of the Lease Term, Tenant shall, at Tenant's sole cost and expense, with all due diligence, remove any alteration, additions or improvements made by Tenant and designated by City to be removed. Tenant shall, at its sole cost and expense, repair any damage to the Premises caused by such removal. If Tenant fails to remove any such alterations, additions or improvements, City may do the same at Tenant's expense.

Tenant shall be permitted to install electronic door locks and access devices to interior classroom doors. Tenant shall ensure City has reasonable access to the Premises at all times.

7. Maintenance.

a. Tenant shall, throughout the Term of this Lease without cost or expense to the City, keep and maintain the leased Premises and all improvements, fixtures, and equipment which may now or hereafter exist thereon, in a neat, clean, safe and sanitary condition and shall at all times preserve the Premises in good and safe repair. Upon the expiration or sooner termination of the Lease, Tenant shall forthwith return the same in as good a condition as existed at the commencement of occupancy (ordinary wear and tear excepted).

b. If, after thirty (30) days' notice from the City, Tenant fails to maintain or repair any part of the leased Premises or any improvement, fixtures or equipment thereon, the City may, but shall not be obligated to, enter upon the leased

Premises and perform such maintenance or repair, and Tenant agrees to pay the costs thereof to City upon receipt of a written demand. Any unpaid sums under this paragraph shall be payable as additional rent on the next rent payment date due following the written demand and will bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

c. Routine equipment repair/replacement/maintenance/supply costs related to common use equipment (stove/oven/fans, refrigerators, freezers, dishwasher, washer and dryer) will be shared equally between "Sequoia's Early Learning Center" and the City, except costs to repair damage caused by misuse of common use equipment will be the responsibility of the entity/program under whose operations the equipment was damaged or broken.

8. Indemnity.

a. City shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Tenant's maintenance, repair, use, operation, or condition of the Premises or Tenant's improvements, fixtures or equipment and Tenant expressly assumes all such risk.

b. Tenant shall, at its sole cost and expense, indemnify and hold harmless City and its officers, boards, commissions, employees, volunteers, agents, attorneys, and contractors from and against any and all liability, damages, and claims and lawsuits, (including, without limitation, all fees and expenses of attorneys, expert witnesses and consultants), which may be asserted by reason of any act or omission of Tenant, its employees, volunteers, agents, or contractors or which may be in any way connected with this Lease or the use of the Premises except for claims arising from the sole negligence of City and its officers, boards, commissions, employees, volunteers, agents, attorneys and contractors. The Tenant's obligations under this section shall include:

i. The duty to promptly accept tender of defense and provide defense to the City at the Tenant's own expense;

ii. Indemnification of claims made by the Tenant's own employees or agents; and

iii. Waiver of the Tenant's immunity under the industrial insurance provision of Title 51 RCW but only to the extent necessary to indemnify the City, which waiver has been mutually negotiated by the parties.

c. In the event it is necessary for the City to incur attorney's fees,

legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from the Tenant.

d. In the event it is determined that RCW 4.24.115 applies to this Lease, the Tenant agrees to defend, hold harmless, and indemnify the City to the maximum extent permitted thereunder, and specifically for its negligence concurrent with that of the City to the full extent of Tenant's negligence. Tenant agrees to defend, indemnify, and hold harmless the City for claims by Tenant's employees and agrees to waiver of its immunity under Title 51 RCW which waiver has been mutually negotiated by the parties.

e. Defense of City:

i. In the event any action or proceeding shall be brought against the City resulting from Tenant's operations hereunder, Tenant shall, at Tenant's sole cost and expense, resist and defend the same provided, however, that Tenant shall not admit liability in any such matter on behalf of the City without the written consent of City.

ii. Nothing herein shall be deemed to prevent City from cooperating with Tenant and participating in the defense of any litigation with City's own counsel. Tenant shall pay all expenses incurred by City in response to any such actions, suits or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the City's attorney, and the actual expenses of City's agents, employees, volunteers, consultants and expert witnesses, and disbursements and liabilities assumed by City in connection with such suits, actions or proceedings.

9. Insurance:

a. During the term of this Lease, Tenant shall maintain in full force and effect and at its sole cost and expense:

i. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. The City shall be named as an insured on the Tenant's Commercial General Liability Insurance policy using ISO Additional Insured Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage. Commercial General Liability coverage shall be written with minimum limits of Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate. The Tenant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-

insurance, or insurance pool coverage maintained by the City shall be excess of the Tenant's insurance and shall not contribute with it.

ii. Property insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions and shall be written on an all risk basis.

iii. Worker's compensation insurance and such other insurance as may be required by law.

b. Evidence of Insurance: Certificates of insurance for each insurance policy required by this Lease, along with written evidence of payment of required premiums, shall be filed and maintained with City prior to commencement of the term of this Lease and thereafter.

c. Cancellation of Policies of Insurance: All insurance policies maintained pursuant to this Lease shall contain the following or substantially similar endorsement:

"At least sixty (60) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same, such notice to be given by registered mail."

d. Deductibles: All insurance policies may be written with commercially reasonable deductibles.

e. License: All insurance policies shall be with insurers licensed to do business in the State of Washington and with a rating of A-IV unless waived by the City.

10. Surrender of Premises.

a. At the expiration or earlier termination of this Lease, Tenant shall promptly surrender possession of the Premises to City within 24 hours, and shall deliver to City all keys that it may have to any and all parts of the Premises.

b. At the expiration or sooner termination of this Lease, Tenant shall return the Premises to City in the same condition in which received or, if altered by City or by Tenant with City's consent, then the Premises may be returned in such altered condition, broom clean, reasonable wear and tear excepted. Tenant shall remove all personal property, trade fixtures, appliances and equipment ("Fixtures"). Where such removal will require structural changes or damage to the Premises, City

will have the option to have same removed at Tenant's expense and under City's supervision. Tenant shall also remove any and all alterations which City designates to be removed pursuant to this Lease and shall restore the Premises to the condition they were in prior to the installation or construction of said alterations. If Tenant has failed to fully pay all amounts due under this Lease, City may, at City's option, designate any or all fixtures paid for by Tenant and installed on the Premises as City's payment in full or in part of any such unpaid amounts, and Tenant shall provide City with a Bill of Sale correctly evidencing the transfer of ownership. If Tenant fails to remove any fixture, at City's option, Tenant shall agree to designate and permit City to remove the same at Tenant's expense. Tenant's obligation to perform this covenant shall survive the expiration or termination of the Lease.

11. Default and Re-Entry.

a. If any rents or other obligations provided herein, or any part thereof shall be and remain unpaid when the same shall become due, or if Tenant shall violate or default on any of the covenants and agreements herein contained, then City may cancel this Lease upon giving the notice required by law and re-enter said Premises using such force as may be required. Notwithstanding such re-entry by City, the liability of Tenant for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Tenant covenants and agrees to make good to City any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. Tenant shall pay such deficiency each month as the amount thereof is ascertained by City. In the event it becomes reasonably necessary to make any changes, alterations, or additions to the Premises or any part thereof for the purpose of reletting said Premises or any party thereof, Tenant shall also be responsible for such cost.

b. Notwithstanding the default provisions above, City agrees not to exercise any of the remedies for default specified herein unless and until: (i) if the default consists of a violation to pay money, City has given Tenant written notice of the default and Tenant has failed to cure the default within ten (10) days of receipt of such notice; or (ii) if the default consists of a violation of a covenant other than a covenant to pay money, City has given Tenant at least thirty (30) days' notice of such default and Tenant has failed to cure the default within such thirty (30) day period, provided no such notice must be given if the default was deliberate or immediate action is needed to protect persons or property from immanent harm, and provided further if the default is one that is capable of being cured, but cannot with due diligence be cured within thirty days, such thirty day period shall be deemed extended, to a maximum of ninety (90) days from the date of the original default, if Tenant advises the City of its intention to cure within thirty days of the original default notice and prosecutes the curing of the default with all due diligence.

12. Assurance of Performance. In the event a default in the performance of any obligation under this Lease which remains uncured for more than ten (10) days after demand, the City may request and the Tenant shall provide adequate assurance of the future performance of all obligations under this Lease. The adequacy of any assurance shall be determined according to commercially reasonable standards for Cities of real property in the County of Thurston, State of Washington. Adequate assurance shall include, but not be limited to, a deposit in escrow, a guarantee by a third party acceptable to City, a surety bond, or a letter of credit. Tenant's failure to provide adequate assurance within twenty (20) days of receipt of a request shall constitute a material breach and City may in its discretion terminate this Lease.

13. Holding Over. If the Tenant holds over after the expiration or earlier termination of the Term, or Extended Term, hereof without the express written consent of the City, Tenant shall become a tenant at sufferance only at a rental rate equal to one hundred fifty percent (150%) of the rent in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants, and conditions herein specified so far as applicable. Acceptance by City of rent after such expiration or earlier termination shall not result in a renewal of this Lease, nor affect City's right of re-entry or any rights of City hereunder or as otherwise provided by law. If Tenant fails to surrender the Premises upon the expiration of this Lease despite demand to do so by City, Tenant shall indemnify and hold City harmless from all loss or liability including, without limitation, any claim made by any succeeding Tenant founded on or resulting from such failure to surrender and together with interest, attorney's fees, and costs.

14. Non-Waiver. It is hereby agreed that no waiver of any condition or covenant in this Lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.

15. Signs. No sign, advertisement, notice, or other lettering will be exhibited, inscribed, painted, or affixed by Tenant on any part of the outside of the Premises without the prior written consent of City. If Tenant violates this provision, City may remove the sign without any liability and may charge the expense incurred by such removal to the Tenant provided, however, City shall give Tenant written notice of Tenant's violation of this provision and Tenant shall have forty-eight (48) hours after receiving said notice to comply with the terms of this provision. All signs erected or installed by Tenant shall be subject to any federal, state or local statutes, ordinances or regulations applicable to signs.

16. Inspection and "For Rent" Signs. The City reserves the right to inspect the Premises at any and all reasonable times throughout the term of this Lease,

provided that City shall not interfere unduly with Tenant's operations. The right of inspection reserved to City hereunder shall impose no obligation on City to make inspections to ascertain the condition of the Premises, and shall impose no liability upon City for failure to make such inspections. The City shall have the right to place and maintain "For Rent" signs in conspicuous places on the Premises for thirty (30) days prior to the expiration or sooner termination of this Lease.

17. Liens. It is understood and agreed that this Lease is executed and delivered upon the express condition that the Tenant will not and cannot contract any debt or debts for labor, materials, services, or otherwise which will or may become a lien against the interest of the City in the Premises, and the City hereby denies to the Tenant any right, power, or authority to do any act, or contract any obligation or liability which would in any way subject the interest of the City in the Premises to any lien, claim, or demand whatsoever. Nothing in this paragraph shall prevent Tenant from contracting for labor, materials or other services that have the potential to ripen into a lien on the Tenant's leasehold estate under RCW § 60.04.051; Provided, however, Tenant shall immediately take all actions necessary to remove any such levy, lien, or encumbrance.

18. Notices.

a. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to City, to: Parks and Recreation Director
555 Israel Road S.W.
Tumwater, WA 98501

With a copy to: City Attorney
555 Israel Road S.W.
Tumwater, WA 98501

If to Tenant, to: Sequoia Hartman
Sequoia's Early Learning Center, LLC
215 North 2nd Ave SW
Tumwater, WA 98512

b. Contact for Emergencies: Emergency twenty-four (24) hour contact number(s) must be provided.

Tenant Contact for Emergencies: (206) 482-8298 - Sequoia Hartman

19. Subleasing or Assignment. Tenant may not assign this Lease or sublet the Premises, in whole or in part, without the prior written consent of City.

20. Successors and Assigns. Subject to Section 19, this Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

21. Non-Waiver. Failure of City to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but City shall have the right to specifically enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. Damages are not an adequate remedy for breach. The receipt of any sum paid by Tenant to City after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing by the City.

22. Anti-Discrimination. In all services or activities and all hiring or employment made possible by or resulting from this Lease, there shall be no discrimination against any employee or applicant for employment because of age (except minimum age and retirement provisions), race, color, creed, national origin, citizenship or immigration status, families with children status, sex, marital status, sexual orientation, genetic information, religion, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, or other basis prohibited by state or federal law unless based upon a bona fide occupational qualification. This requirement shall apply to but not be limited to the following: Employment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Tenant shall not violate any of the terms of RCW 49.60, Title VII of the Civil Rights Act of 1964, Tumwater Municipal Code Chapter 3.46, or any other applicable federal, state, or local law or regulations regarding non-discrimination. Any violation of this provision shall be considered a violation of a material provision of this Lease and shall be grounds for cancellation, termination, or suspension, in whole or in part of the Lease by the City, and may result in ineligibility for further City agreements. The Tenant will also comply with other anti-discrimination laws or requirements of any and all jurisdictions having authority.

23. Quiet Enjoyment, Title and Authority.

- a. City represents to Tenant that:
 - i. City has authority to execute this Lease;

ii. City has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or otherwise apparent to Tenant;

iii. There is legal ingress and egress to the Premises from a right-of-way; and

iv. Execution and performance of this Lease will not violate any laws or agreements binding on City;

b. City covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises.

24. Condemnation. In the event the Premises are taken in whole or in part by any entity by eminent domain, this Lease shall terminate as of the date title to the Premises vests in the condemning authority. Tenant shall not be entitled to any portion of the award paid and the City shall receive the full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. However, Tenant shall have the right to claim and recover from the condemning authority, other than the City, such other compensation as may be separately awarded or recoverable by Tenant. If this lease terminates due to condemnation, Tenant shall promptly remove all of its Equipment from the Premises.

25. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged so as to materially hinder effective use of the Equipment through no fault or negligence of Tenant, Tenant may elect to terminate this Lease upon thirty (30) days written notice to City. In such event, Tenant shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease. This Lease (and Tenant's obligation to pay rent) shall terminate upon Tenant's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. City shall have no obligation to repair any damage to any portion of the Premises.

26. Attorney's Fees / Collection Charges. In the event legal action is brought by either party to enforce any of the terms, conditions, or provisions of this Lease, the prevailing party shall recover against the other party in addition to the costs allowed by law, such sum as the court may adjudge to be reasonable attorney's fees. In addition to all other charges, Tenant shall pay a charge of \$200.00 to the City of

Tumwater for preparation of a demand for delinquent rent or a notice of default.

27. Hazardous Materials and Environmental Compliance.

a. Definition. "Hazardous Materials" as used herein shall mean:

i. Any toxic substances or waste, sewage, petroleum products, radioactive substances, medical, heavy metals, corrosive, noxious, acidic, bacteriological or disease-producing substances; or

ii. Any dangerous waste or hazardous waste as defined in:

a. Washington Hazardous Waste Management Act as now existing or hereafter amended (RCW Ch. 70.105); or

b. Resource Conservation and Recovery Act as now existing or hereafter amended (42 USC Sec. 6902 et seq.); or

iii. Any hazardous substance as defined in:

a. Comprehensive Environmental Response, Compensation and Liability Act of 1980 as now existing or hereafter amended (42 USC Sec. 9601 et seq.); or

b. Washington Model Toxics Control Act as now existing or hereafter amended (RCW Ch. 70.105D); or

iv. Any pollutants, contaminants, or substances posing a danger or threat to public health, safety or welfare, or the environment, which are regulated or controlled as such by any applicable federal, state or local laws, ordinances or regulations as now existing or hereafter amended.

b. Use Prohibited. Tenant shall not without first obtaining City's prior written approval, use, generate, release, handle, spill, store, treat, deposit, transport, or dispose of any Hazardous Materials in, on, or about the Premises, or transport any Hazardous Material to or from the Premises. In the event, and only in the event, City approves any of the foregoing, Tenant agrees that such activity shall occur safely and in compliance with all applicable federal, state, and local laws, ordinances and regulations.

c. Environmental Compliance.

i. Tenant shall, at Tenant's own expense, comply with all

federal, state and local laws, ordinances and regulations now or hereafter affecting the Premises, Tenant's business, or any activity or condition on or about the Premises, including, without limitation, all laws, ordinances and regulations related to Hazardous Materials and all other environmental laws, ordinances and regulations, and any other laws relating to the improvements on the Premises, soil and groundwater, storm water discharges, or the air in and around the Premises, as well as such rules as may be formulated by City ("the Laws"). Tenant warrants that its business and all activities to be conducted or performed in, on, or about the Premises shall comply with all the Laws. Tenant agrees to change, reduce, or stop any non-complying activity, or install necessary equipment, safety devices, pollution control systems, or other installations that may be necessary at any time during the lease to comply with the Laws.

ii. Tenant shall not cause or permit to occur any violation of the Laws on, under, or about the Premises, or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions.

iii. Tenant shall promptly provide all information regarding any activity of Tenant related to Hazardous Materials on or about the Premises that is requested by City. If Tenant fails to fulfill any duty imposed under this paragraph within a reasonable time, City may do so; and in such case, Tenant shall cooperate with City in order to prepare all documents City deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon City's request. No such action by City and no attempt made by City to mitigate damages shall constitute a waiver of any of Tenant's obligations under this paragraph.

iv. Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities ("the Authorities") under the Laws.

v. Should any Authority demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of Hazardous Materials that occurs during the term of this Lease at or from the Premises that is not the result of the acts of omissions of City, or which arises at any time from Tenant's use of occupancy of the Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances; and Tenant shall carry out all such cleanup plans. Any such plans and cleanup are subject to City's prior written approval.

d. Indemnification.

i. Tenant shall be fully and completely liable to City for any and all cleanup costs, and any and all other charges, fees, penalties (civil and criminal) imposed by any Authority with respect to Tenant's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials in or about the Premises, common area, or buildings. Tenant shall indemnify, defend and save City harmless from any and all costs, fees, penalties, and charges assessed against or imposed upon City (as well as City's attorney's fees and costs) by any Authority as a result of Tenant's use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws.

ii. Tenant shall indemnify and hold City harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees, for bodily injury or death, property damage, loss, or costs caused by or arising from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by Tenant or any of its agents, representatives or employees in, on, or about the Premises occurring during the term of this Lease.

iii. City shall indemnify and hold Tenant harmless from any and all claims, liabilities, lawsuits, damages, and expenses, including reasonable attorney's fees, arising from third party actions brought against Tenant that are caused by or arise from the use, disposal, transportation, generation, release, handling, spillage, storage, treatment, deposit and/or sale of Hazardous Materials by City or any of its agents, representatives or employees in, on, or about the Premises.

e. Reporting Requirements. Tenant shall comply with the Laws requiring the submission, reporting, or filing of information concerning Hazardous Materials with the Authorities, and shall provide City a full copy of any such filing or report as submitted within fifteen (15) days of such submission.

f. Right to Check on Tenant's Environmental Compliance. City expressly reserves the right, and Tenant shall fully cooperate in allowing, from time to time, such examinations, tests, inspections, and reviews of the Premises as City, in its sole and absolute discretion, shall determine to be advisable in order to evaluate any potential environmental problems.

g. Remedies. Upon Tenant's default under this Section 27 Hazardous Materials and Environmental Compliance, City shall be entitled to the

following rights and remedies in addition to any other rights and remedies that may be available to the City:

i. At City's option, to terminate this Lease immediately, notwithstanding the notice and cure provisions of paragraph 12 above, and/or,

ii. At City's option, to perform such response, remediation and/or cleanup as is required to bring the Premises and any other areas of the City property affected by Tenant's default into compliance with the Laws and to recover from Tenant all of the City's costs in connection therewith; and/or

iii. To recover from Tenant any and all damages associated with the default, including but not limited to, response, remediation and cleanup costs and charges, civil and criminal penalties and fees, adverse impacts on marketing the Premises or any other adjacent areas of City property, loss of business and sales by City and other City tenants, diminution of value of the Premises and/or other adjacent areas owned by City, the loss of or restriction of useful space in the Premises and/or other adjacent areas owned by City, any and all damages and claims asserted by third parties, and City's attorney's fees and costs.

h. Remediation on Termination of Lease. Upon the expiration or earlier termination of this Lease, Tenant shall remove, remediate or clean up any Hazardous Materials on or emanating from the Premises, provided that the presence of such Hazardous Materials arises from Tenant's use or occupancy of the Premises or Tenant's acts or omissions exacerbate the cost of remediation and Tenant shall undertake whatever other action may be necessary to bring the Premises into full compliance with the Laws ("Termination Cleanup"). The process of such Termination Cleanup is subject to City's prior written approval. If Tenant fails or refuses to commence the Termination Cleanup process, or fails to reasonably proceed toward completion of such process, City may elect to perform such Termination Cleanup after providing Tenant with written notice of the City's intent to commence Termination Cleanup, and after providing Tenant a reasonable opportunity, which shall be not less than ninety (90) days after such notice (unless City is given notice by a government agency with jurisdiction over such matter that Termination Cleanup must commence within a shorter time, in which case City shall give Tenant notice of such shorter time), to commence or resume the Termination Cleanup process. If City performs such Termination Cleanup after said notice and Tenant's failure to perform same, Tenant shall pay all of City's costs.

i. Survival. Tenant's obligations and liabilities under this Section shall survive the expiration of this Lease.

28. Miscellaneous.

a. City and Tenant respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

b. With the exception of applicable and future laws, ordinances, rules, and regulations this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

d. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.

e. Time is of the essence of this Lease, and in the event of the failure of Tenant to pay any charges at the time in the manner specified, or to keep any of the covenants or agreements herein set forth, the Tenant shall be in default.

f. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. In the event that a court of competent jurisdiction determines void or invalid any term of any other Lease, where such term is substantially equivalent to a term of this Lease, the City may, at its sole option and within 30 days of notice thereof by Tenant: (i) determine that such judicial determination shall not affect the terms of this Lease, which shall continue in full force and effect; (ii) determine that a term of this Lease is invalid, but severable, and that such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect; or (iii) terminate this Lease.

g. No provision in this Lease precludes the City from pursuing any other remedies for the Tenant's failure to perform its obligations. This Agreement may be enforced at both law and equity. Damages are not an adequate remedy for

breach.

*** This section left intentionally blank ***

This Lease was executed as of the date first set forth above.

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

Sequoia's Early Learning Center, LLC
215 North 2nd Avenue SW
Tumwater, WA 98512

By: _____
Debbie Sullivan, Mayor

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated: _____

Notary Public in and for the State of Washington,
My appointment expires: _____

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: January 18, 2022
 SUBJECT: Ordinance No. O2021-019, Emergency Shelters and Housing

1) Recommended Action:

Approve Ordinance No. O2021-019, Emergency Shelters and Housing.

2) Background:

The intent of the ordinance is to address changes in state laws that require local governments to allow certain housing types in certain locations. The amended state laws were adopted by Engrossed Substitute House Bill (ESHB) 1023 (2020), Engrossed Second Substitute House Bill (E2SHB) 1220 (2021), and Engrossed Substitute Senate Bill (ESSB) 5235 (2021).

The changes include:

- Modifying language to identify that adult family homes can allow up to eight (previously six) adults, if the additional capacity is approved by the Department of Health and Services (DSHS). Required to implement ESHB 1023, adopted in 2020.
- Allowing transitional housing or permanent supportive housing in any zone districts that allow residential dwelling units or hotels. Required to implement E2SHB 1220, adopted in 2021.
- Allowing indoor emergency shelters and indoor emergency housing in zone districts that allow hotels. Required to implement E2SHB 1220, adopted in 2021.
- Modifying the definition of “family” so that it does not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit. Required to implement ESSB 5235, adopted in 2021.

After discussion at the January 11, 2022 City Council worksession, staff reduced the separation requirement between supportive housing facilities from 1,320 feet to 400 feet.

3) Policy Support:

Housing Element Goal H-9: To encourage a variety of housing opportunities for those with special needs, particularly those with problems relating to age or disability.

Housing Element Policy H-9.1: Require housing to meet the needs of those with special housing requirements without creating a concentration of such housing in any one area.

4) Alternatives:

- ☐ Modify Ordinance No. O2021-019 and approve
 - ☐ Continue discussion of Ordinance No. O2021-019 at a future worksession
-

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

- A. Staff Report
- B. Ordinance No. O2021-019
- C. Map of Allowed Areas for Emergency Housing & Shelters
- D. Map of Allowed Areas for Permanent Supportive & Transitional Housing



City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

EMERGENCY SHELTERS AND HOUSING (O2021-019)

STAFF REPORT

CITY COUNCIL CONSIDERATION – JANUARY 18, 2022

Introduction

The intent of the emergency shelters and housing ordinance is to address changes in state laws in 2020 and 2021 that require local governments to allow certain housing types in certain locations. The amended state laws were adopted by Engrossed Substitute House Bill (ESHB) 1023 (2020), Engrossed Second Substitute House Bill (E2SHB) 1220 (2021), and Engrossed Substitute Senate Bill (ESSB) 5235 (2021).

The Planning Commission recommended approval of the ordinance after a public hearing on December 14, 2021. After discussion at the January 11, 2022 City Council worksession, staff reduced the separation requirement between supportive housing facilities from 1,320 feet to 400 feet.

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- Proposal**
1. Review and update TMC Title 18 *Zoning* to address state laws were adopted by Engrossed Substitute House Bill (ESHB) 1023 (2020), Engrossed Second Substitute House Bill (E2SHB) 1220 (2021), and Engrossed Substitute Senate Bill (ESSB) 5235 (2021).

Required Changes

The required changes included:

1. Modifying language to recognize that adult family homes can allow up to eight (previously six) adults, if the additional capacity is approved by the Department of Health and Services (DSHS). Required to implement ESHB 1023, adopted in 2020.
2. Allowing transitional housing or permanent supportive housing in any zone districts that allow residential dwelling units or hotels. Required to implement E2SHB 1220, adopted in 2021.
3. Allowing indoor emergency shelters and indoor emergency housing in zone districts that allow hotels. Required to implement E2SHB 1220, adopted in 2021.
4. Modifying the definition of “family” so that it does not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit. Required to implement ESSB 5235, adopted in 2021.

Changes to TMC 18.04 Definitions

The following new definitions are proposed to be added to TMC 18.04 *Definitions*.

“Emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may provide individual rooms for sleeping and may have communal bathrooms and kitchen and dining areas. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

“Emergency shelter” means a facility that provides a temporary indoor shelter for individuals or families who are currently homeless. Emergency shelter may provide a mixture of individual rooms and common areas for sleeping and may have communal bathrooms and kitchen and dining areas. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency

EMERGENCY SHELTERS AND HOUSING (O2021-019)

shelter facilities may include day cooling and warming centers that do not provide overnight accommodations.

“Permanent supportive housing” means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW Residential Landlord-Tenant Act.

“Supportive housing facilities” means a collective term for the following housing types: emergency housing, emergency shelters, permanent supportive housing, and transitional housing, as defined in TMC 18.04.

“Transitional housing” means housing providing stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

The following definitions are proposed to be amended in TMC 18.04 *Definitions*.

“Adult family home” means the regular family abode of a person or persons who are providing personal care, room and board, under a license issued pursuant to RCW 70.128.060, to more than one but not more than ~~four-six~~ adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of ~~six-eight~~ adults may be permitted if the Washington State Department of Social and Health Services determines that the home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).

“Family” means an individual or two or more persons, related by blood, marriage or adoption, or two or more persons with functional disabilities as defined in TMC Chapter 18.53, or a group of ~~not more than six~~ unrelated persons, living together to share a single dwelling unit.

EMERGENCY SHELTERS AND HOUSING (O2021-019)

Changes to TMC 18.07 Summary Tables of Uses and Allowed Uses in Individual Zone District Chapters

Discussion

TMC 18.42.150 *Supportive Housing Facilities Standards* in TMC 18.42 *General Land Use Regulations* contains proposed standards for supportive housing facilities, which would be applicable to all new uses whether they are permitted outright or they require a conditional use permit. See further discussion of TMC 18.42.150 *Supportive Housing Facilities Standards* on page 31 of the staff report. The Planning Commission supported allowing supportive housing facilities outright without a Conditional Use Permit in most cases.

In addition, the Planning Commission considered how churches would likely host supportive housing facilities and how the ordinance could accommodate that. It has been the goal of the City to support such efforts and the City has been discussing various proposals with the local faith community for such uses as part of the City's homelessness response for the past four years.

The Planning Commission supported adding supportive housing facilities as an accessory use in every zone district where a church use is allowed as a permitted or conditional use:

Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFH	MFH	MHP	Applicable Regulations
Adult family homes, residential care facilities	P	P	P	P	P		18.53
Agriculture up to 30 acres in size	P	P	P	P			18.42.070

EMERGENCY SHELTERS AND HOUSING (O2021-019)

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
Animals (the housing, care and keeping of)	P	P	P	P			6.08
Attached wireless communication facilities	P	P	P	P	P		11.20
Bed and breakfasts	C ¹	C ¹	C ¹	P		C ¹	18.56
Cemeteries	C	C	C	C	C	C	18.56
Child day care center	C	C	C	C	C	C	18.56
Churches	C	C	C	C	C	C	18.56
Community garden	P	P	P	P	P		
Cottage housing	P	P	P	P			18.51
Designated manufactured home parks				P			18.48; 18.49
Designated manufactured homes	P	P	P	P		P	18.48
Duplexes	P ²	P ²	P ³	P			
Emergency communication towers or antennas	C	C	C	C	C	C	18.56; 11.20
Family child care home, child mini-day care center	P	P	P	P	P	P	18.52
Fourplexes				P	P		
Group foster homes	C	C	C	C	C	C	18.56
Inpatient facilities				C	C		18.56
Medical clinics or hospitals				C	C		18.56
Mental health facilities				C	C		18.56
Multifamily dwellings				P	P		

EMERGENCY SHELTERS AND HOUSING (O2021-019)

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
Manufactured home parks in accordance with the provisions of TMC Chapter 18.48						P	18.48
Mobile home parks which were legally established prior to July 1, 2008						P	18.48
Neighborhood community center	C	C	C	C	C	C	18.56
Neighborhood-oriented commercial center		C	C	C	C	C	18.56
Parks, trails, open space areas and recreational facilities	P	P	P	P	P	P	
<u>Permanent supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Planned unit developments		P	P	P	P		18.36
Private clubs and lodges			C	C	C		18.56
Recreational vehicle parks				C			18.56
Schools	C	C	C	C	C	C	18.56
Senior housing facilities, assisted				C	C		18.56
Senior housing facilities, independent				P	P		
Single-family detached dwellings	P	P	P			P	
Single-family detached dwellings existing prior to April 15, 2021				P ⁴			
Single-family detached dwellings and duplexes as part					P ⁵		18.36

EMERGENCY SHELTERS AND HOUSING (O2021-019)

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
of a PUD planned unit development overlay							
Support facilities	P	P	P	P	P	P	
Temporary expansions of schools, such as portable classrooms	C	C	C	C	C	C	18.56
Townhouses and rowhouses			P ⁶	P	P		18.16.050 (F)(1)(a)
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Triplexes				P	P		
Wildlife refuges and forest preserves	P	P	P	P	P		
Wireless communication towers	C	C	C	C	C	C	11.20; 18.56

LEGEND*P = Permitted Use**C = Conditional Use**RSR = Residential/Sensitive Resource**SFL = Single-Family Low Density Residential**SFM = Single-Family Medium Density Residential**MFH = Multifamily Medium Density Residential**MFH = Multifamily High Density Residential**MHP = Manufactured Home Park**Table 18.07.010 Footnotes:*

(1) "Bed and breakfasts" with only one guest room are a permitted use, but are subject to the notice of application requirements in TMC Chapter 14.06 to allow for

EMERGENCY SHELTERS AND HOUSING (O2021-019)

public notice for neighbors and an appeal of the administrative decision to the hearing examiner.

(2) “Duplexes” are allowed in the residential/sensitive resource (RSR) and single-family low density residential (SFL) zone districts. Such uses shall not occupy more than twenty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(3) “Duplexes” are allowed in the single-family medium density residential (SFM) zone district. Such uses shall not occupy more than thirty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(4) Single-family detached dwellings constructed after April 15, 2021, are not allowed in the multifamily medium density residential (MFM) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.

(5) Single-family detached dwellings and duplexes are not allowed in the multifamily high density residential (MFH) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.

(6) “Townhouses and rowhouses” are allowed within a residential planned unit development in the single family medium density residential (SFM) zone district.

Table 18.07.010 Explanatory Notes:

- 1. If the box is shaded, the use is not allowed in that zone district.*
- 2. Accessory uses are listed in each zoned district chapter.*

EMERGENCY SHELTERS AND HOUSING (O2021-019)

TABLE 18.07.020**COMMERCIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES**

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC¹	Applicable Regulations
Adult family homes, residential care facilities	P	P	P	P	P	P	P	18.53
Animal clinics or hospitals	C		C	C	P			18.56
Appliance equipment repair/sales					P			
Attached wireless communication facilities	P	P	P		P		P	11.20
Auto repair facility					P			
Automobile service stations			C ²		P		C	18.56
Breweries, wineries, distilleries				P	P	P	P	
Centers for senior citizens, youth, general community and similar groups	P	P	P	P	P	P	P	
Child day care center	P	P	P	P	P	P	P	18.52
Child mini-day care center	P	P	P	P	P	P	P	18.52
Churches		C	C	P	P		C	18.56
Civic center complex		P	P	P	P		P	
Community center		P					P	
Community gardens	P	P	P	P	P	P	P	
Convalescent centers, rest homes, nursing homes			P	P	P			
Cottage housing			P					18.51
Crematories								

EMERGENCY SHELTERS AND HOUSING (O2021-019)

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Dance clubs				P				18.21.030
Electric vehicle infrastructure	P	P	P	P	P	P	P	
Emergency communication towers or antennas		C	C		C		C	18.56
<u>Emergency housing</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
<u>Emergency shelter</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Entertainment facility		P	P	P	P		P	
Equipment rental and sales facility					P			
Existing uses, legally established prior to adoption	P	P	P			P		
Family child care home	P	P	P	P	P	P	P	18.52
Farmers markets	P	P	P	P	P	P	P	
Fish hatcheries, associated appurtenances, and related interpretive centers						P		
Food truck or trailer courts	P	P	P	P	P	P	P	18.42.120
Food trucks or trailers	P	P	P	P	P	P	P	18.42.120
Freestanding wireless communication facilities		C	C		C			11.20; 18.56
Group foster homes	C	P	P	P	P		P	18.56
High-rise residential (five stories or more)				P	C			18.21
Inpatient facilities	C		C	C	C			18.56
Kennels					C			18.56
Library, museum, art gallery	P	P	P	P	P	P	P	

EMERGENCY SHELTERS AND HOUSING (O2021-019)

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Manufacturing, assembly, processing and/or fabrication activities entirely within a building and ancillary to primary office use (less than 25 percent of building)								
Marijuana retailer				P	P			18.42.080
Medical clinics	P		P	P	P		P	
Mental health facilities	C		C	C	C			18.56
Mini-storage					C			18.56
Mixed use structures	P ³		P	P	P		P	
Motels, hotels			P	P	P	P	P	
Motor vehicle sales facilities					P			18.42.090
Motorsports sales facility					P			18.22.020
Movie theaters, playhouses and similar performance and assembly facilities				P	P		P	
Multifamily dwellings			P			P		
Multifamily dwellings (three or four stories)					P			18.22.020
Nurseries, retail			P	C	P			18.56; 18.21.050
Offices	P	P	P	P	P	P	P	
Parcel delivery facility		P						
Park and ride lots		P	C	P	P			18.56; 18.21.030(DD)

EMERGENCY SHELTERS AND HOUSING (O2021-019)

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Parking lots, parking structures		P	C	P & C	P	P	P	18.19.020(R); 18.56; 18.21.030; 18.21.050
Parks and open space areas	P	P	P	P	P	P	P	
<u>Permanent supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Personal and professional services		P	P	P	P	P	P	
Personal and professional services or sales	P						P	
Planned unit developments	P	P	P	P	P		P	18.36
Post office	P	P	P	P	P	P	P	
Prisons, jails and other correctional facilities		C			C			18.56
Private clubs and lodges		C	P	P	P		P & C	18.56
Private post-secondary educational facilities				C	C			
Recreational facilities	P ⁴	P	P	P	P	P	P	
Recreational vehicle park					P			
Residential uses	P ⁵		P	P			P	18.20.030; 18.21.060; 18.23.020
Restaurants		P	P ⁶	P	P	P	P	
Restaurants (without drive-in windows)	P ⁷		P ⁸				P	
Retail sales			P	P	P	P	P	

EMERGENCY SHELTERS AND HOUSING (O2021-019)

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Retail sales (no more than 3,000 square feet) (6:00 a.m. – 10:00 p.m.)	P						P	
Retail sales (no more than 3,000 square feet) (10:00 p.m. – 6:00 a.m.)	C						P	18.56
Retail sales (no more than 15,000 square feet)		P					P	
Riding academies					P			
Schools	C	P	C	P	C ⁹	P	P	18.56
Senior housing facilities, assisted	C		P	P	P		P	18.56
Senior housing facilities, independent	P		P	P	P		P	
Sewage treatment facilities								18.56
State education facilities		C	C	C	C		C	18.56
Support facilities	P	P	P	P	P	P	P	
Taverns, cocktail lounges	C ¹⁰	P	P	P	P	P	P	
Temporary expansions of schools, such as portable classrooms	P	P	P	P	P	P	P	
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Transportation facilities, large scale state or regional		C			C			18.56
Transportation terminals					C		C	18.56
Used motor oil recycling collection point			P		P			

EMERGENCY SHELTERS AND HOUSING (O2021-019)

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment entirely within a building						P		
Wildlife refuges and forest preserves		P				P		

LEGEND*P = Permitted Use**C = Conditional Use**NC = Neighborhood Commercial**CS = Community Services**MU = Mixed Use**CBC = Capitol Boulevard Community**GC = General Commercial**HC = Historic Commercial**TC = Town Center**Table 18.07.020 Footnotes:**(1) See TMC 18.23.020 for specific requirements for uses in the Town Center subdistricts.**(2) Automobile service stations are a conditional use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW where the use is prohibited.**(3) Mixed use structures subject to the size limitations for individual uses and TMC 18.18.050(D) and the density requirements for residential use in the neighborhood commercial (NC) zone district.***EMERGENCY SHELTERS AND HOUSING (O2021-019)**

- (4) *Recreational facilities occupying no more than three thousand square feet in floor area in the neighborhood commercial (NC) zone district.*
- (5) *Multifamily residential use as part of a mixed use development is allowed with a minimum density of four dwelling units per net acre and a maximum density of eight dwelling units per net acre, which is calculated by averaging the densities of all of the different types of housing provided within the development in accordance with TMC 18.14.050(B), excluding the area of the building and parking associated with the commercial development.*
- (6) *Restaurants are a permitted use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW. In that location, restaurants without drive-through windows are allowed, but restaurants with drive-through windows are prohibited.*
- (7) *Restaurants without drive-in windows occupying no more than three thousand square feet in floor area and drive-through espresso stands/coffee shops occupying no more than five hundred square feet in floor area in the neighborhood commercial (NC) zone district.*
- (8) *Restaurants (without drive-through windows) are a permitted use for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW.*
- (9) *Except temporary expansions of schools, such as portable classrooms.*
- (10) *Taverns, cocktail lounges occupying no more than three thousand square feet in floor area in the neighborhood commercial (NC) zone district.*

Table 18.07.020 Explanatory Notes:

- 1. If the box is shaded, the use is not allowed in that zone district.*
- 2. Accessory uses are listed in each zoned district chapter.*

EMERGENCY SHELTERS AND HOUSING (O2021-019)

TABLE 18.07.030**INDUSTRIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES**

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Agriculture	P		P	
All industrial activities involving the manufacture, assembly, bulk storage, processing, repair, recycling or servicing of goods or products		P		
Animal clinics or hospitals	P	C		18.56
Attached wireless communication facilities	P	P	P	11.20
Automobile repair facilities	P		P	
Automobile service stations	P	P	P	
Aviation, aviation related uses, aviation fueling facilities			P	18.34.020(A); 18.34.020(F)
Breweries, wineries, distilleries, and associated restaurants	P		P	
Cemeteries	C	C		18.56
Child day care center	P	C	P	18.52; 18.56
Child mini-day care center	P	C	P	18.52
Community gardens	P	P	P	
Crematories	P	P	P	
Cross-dock facilities, 50,000 square feet or smaller in size	P	P	P	
Electric vehicle infrastructure	P	P	P	
Emergency communication towers or antennas	C	C	C	18.56
Energy systems			P	
Equipment rental and sales	P	P	P	
Family child care home	P	C		18.52; 18.56

EMERGENCY SHELTERS AND HOUSING (O2021-019)

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Farmers markets	P	P	P	
Food truck or trailer courts	P	P	P	18.42.120
Food trucks or trailers	P	P	P	18.42.120
Hotel/motel and conference facilities			P	
Kennels	P		P	
Marijuana retailer	P		P	18.42.080
Marijuana processor, within a fully enclosed secure indoor structure only	C		C	18.42.080
Marijuana producer, within a fully enclosed secure indoor structure only	C		C	18.42.080
Mineral extraction		P		
Mini-storage	P		P	
Motor freight terminals, 50,000 square feet or smaller in size	P	P	P	
Motor pool and equipment parking	P		P	
Motor vehicle sales facilities	P		P	18.42.090
Motorsports facility – Indoor	P		P	
Motorsports sales facility	P		P	
Nurseries, retail or wholesale	P		P	18.24.020(P)
Offices	P		P	
Off-site hazardous waste treatment and storage facilities	P	P	C	18.24.020(L); 18.56
Park and ride facilities	P	P	P	
Parks, open space areas and recreational facilities	P	C	P	18.56
<u>Permanent supportive housing</u>			<u>P</u>	<u>18.42.150</u>
Personal and professional services	P		P	
Planned unit developments not including residential uses	P	P		18.36

EMERGENCY SHELTERS AND HOUSING (O2021-019)

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Post offices, museum, library, art gallery	P		P	
Prisons, jails or other correctional facilities	C	C	C	18.56
Private post-secondary education facilities			C	18.56
Recycling collection centers	C	P		18.25.020(A); 18.56
Residential care facilities	P		P	18.34.020(O)
Restaurants	P		P	
Retail sale of goods or products manufactured on the premises, or utilized in manufacturing, repairing, or servicing activities which are permitted in the same zoning district		P	P	
Schools, other than through the eighth grade	P			
Schools on parcels abutting residential zones and outside of air hazard areas			P	
Secure community transition facilities	C			18.56
Sewage treatment facilities	C	C	C	18.56
Sexually oriented businesses	P		P	18.04; 18.42.050
Solid waste handling facilities	C	C	C	18.56
State education facilities	C		C	18.56
Storage, manufacture or sale of highly volatile or extremely hazardous substances or materials other than airport fueling facilities			C	18.56
Support facilities	P	P	P	
Taverns, cocktail lounges	P			
Temporary expansions of schools, such as portable classrooms	P		P	
The raising of crops, including trees			P	18.34.020(J)

EMERGENCY SHELTERS AND HOUSING (O2021-019)

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Transit facilities	P		P	
<u>Transitional housing</u>			<u>P</u>	<u>18.42.150</u>
Transportation facilities, large scale or regional	C	C	C	18.56
Transportation terminal facilities	P	P	P	
Truck stops or travel centers ³	P ³			
Uses having to do with buying, selling, and personal and professional services or offices, or of a general commercial nature	P			
Warehouse distribution centers ⁴	P		P	18.42.110
Warehouses, nondistribution, 200,000 sq. ft. or smaller in size	P	P	P	
Warehouses, nondistribution, larger than 200,000 sq. ft. in size ⁴	P		P	18.42.110
Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment	P	P	P	
Wildlife refuges and forest preserves	P		P	
Wireless communication towers	P	P	P	11.20
Wrecking yards and junk yards		C		18.56

LEGEND*P = Permitted Use**C = Conditional Use**LI = Light Industrial**HI = Heavy Industrial**ARI = Airport Related Industrial**Table 18.07.030 Explanatory Notes:**1. If the box is shaded, the use is not allowed in that zone district.***EMERGENCY SHELTERS AND HOUSING (O2021-019)**

2. *Accessory uses are listed in each zoned district chapter.*
3. *Truck stops or travel centers are limited to an area within one-half mile of the Interstate 5 and 93rd Avenue SW interchange.*
4. *All warehouse distribution centers regardless of size and nondistribution warehouses that are larger than 200,000 sq. ft. in size are subject to the requirements of TMC 18.42.110.*

TABLE 18.07.040
GREENBELT/OPEN SPACE ZONE DISTRICTS PERMITTED AND
CONDITIONAL USES

GREENBELT/OPEN SPACE DISTRICTS	GB	OS	Applicable Regulations
Agricultural uses subject to the requirements of TMC Chapter 16.08 and the drainage design and erosion control manual for Tumwater	P	P	16.08
Camp facilities		P	
Campgrounds, recreational vehicle parks		C	
Cemeteries, located outside of the one-hundred-year floodplain, subject to the standards in TMC Chapter 18.56		P	18.56
Community gardens		P	
Farmers markets		P	
Fish hatcheries, associated appurtenances, and related interpretive centers		P	
Food trucks or trailers		P	18.42.120
Golf courses		P	
Parks and other related active and passive recreation facilities		P	
Passive recreation facilities	P		
<u>Permanent supportive housing in a residence existing prior to January 1, 1996</u>		<u>P</u>	<u>18.42.150</u>
<u>Permanent supportive housing in a residence existing prior to the adoption of TMC 18.30</u>	<u>P</u>		<u>18.30; 18.42.150</u>

EMERGENCY SHELTERS AND HOUSING (O2021-019)

GREENBELT/OPEN SPACE DISTRICTS	GB	OS	Applicable Regulations
<u>Permanent supportive housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres</u>	<u>C</u>	<u>C</u>	<u>18.42.150; 18.56</u>
Residences existing prior to January 1, 1996		P	
Residences existing prior to the adoption of TMC 18.30	P		18.30
Single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres	C	C	
Structures as an accessory use to agricultural uses	C		
Support facilities		P	
Temporary research and education facilities related to water-dependent wetland oriented research and education	P		
Trails	P		
<u>Transitional housing in a residence existing prior to January 1, 1996</u>		<u>P</u>	<u>18.42.150</u>
<u>Transitional housing in a residence existing prior to the adoption of TMC 18.30</u>	<u>P</u>		<u>18.30; 18.42.150</u>
<u>Transitional housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres</u>	<u>C</u>	<u>C</u>	<u>18.42.150; 18.56</u>
Utility support facilities	P		
Wells and wellfields	P		
Wildlife and nature preserves	P	P	

LEGEND*P = Permitted Use**C = Conditional Use**GB = Greenbelt**OS = Open Space***EMERGENCY SHELTERS AND HOUSING (O2021-019)**

Table 18.07.040 Explanatory Notes:

1. *If the box is shaded, the use is not allowed in that zone district.*
2. *Accessory uses are listed in each zoned district chapter.*

Changes to TMC Figure 18.23.020 Town Center Zone Subdistricts**Figure 18.23.020**

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
Accessory wireless communication antennas	A ¹	A ¹	A ¹	A ¹
Adult family homes, residential care facilities	P		P	
Attached wireless communication facilities	P ¹	P ¹	P ¹	P ¹
Automobile service station legally established prior to June 9, 2002	C ²			
Breweries, wineries, distilleries	P			
Centers for senior citizens, youth, general community and similar groups	P	P		P
Child day care center; child mini-day care center	P	P	P	P
Churches	C		C	
Civic center complex	P			P
Community center	P	P		P
Community gardens	P	P	P	P
Distribution, fabrication, and assembly facilities occurring within buildings lawfully constructed on Port of Olympia	C ⁴			

EMERGENCY SHELTERS AND HOUSING (O2021-019)

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
property on or before January 1, 2000				
Drive-through uses	P ¹²			
Electric vehicle infrastructure	P	P	P	P
Emergency communication antennas (essential public facility)	C ^{1, 5}	C ^{1, 5}	C ^{1, 5}	C ^{1, 5}
<u>Emergency housing</u>	<u>P¹⁵, A¹⁶</u>		<u>A¹⁶</u>	
<u>Emergency shelter</u>	<u>P¹⁵, A¹⁶</u>		<u>A¹⁶</u>	
Entertainment facilities	P ⁶			
Family child care homes	P		P	
Farmers markets	P	P	P	P
Food truck or trailer courts	P ¹³	P ¹³		P ¹³
Food trucks or trailers	P ¹⁴	P ¹⁴		P ¹⁴
Group foster homes	P	P	P	P
Home occupations	A		A	
Library, museum, art gallery	P			P
Medical clinics	P	P		
Mixed use commercial/residential developments	P			
Motels, hotels	P			
Movie theaters, playhouses and similar performance and assembly facilities	P			P
Noncommercial recreational structures including but not limited to swimming pools and recreational ball courts			A	

EMERGENCY SHELTERS AND HOUSING (O2021-019)

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
Offices	P	P		P
Parking lots	A ⁷	A	A	A
Parking structures	P ⁸	P	P	P
Parks and open space areas	P	P	P	P
<u>Permanent supportive housing</u>	<u>P¹⁵, A¹⁶</u>		<u>P¹⁵, A¹⁶</u>	
Personal and professional services	P	P		P
Planned unit development (see TMC Chapter 18.36)	P	P	P	P
Post offices	P	P		P
Preschool childcare facilities	A	A	A	A
Private clubs and lodges	P	P	C	
Recreational facilities	P	P	P	P
Residential uses approved after June 9, 2002, provided the minimum density standards in TMC 18.23.030(B)(2) are met			P	
Residential uses which were legally established prior to June 9, 2002			P	
Restaurants	P	A ⁹	A ¹⁰	
Retail sales	P	A	A ¹⁰	
Roominghouses	A			
Schools	P			
Senior housing facilities, independent and assisted	P		P	
State education facilities (essential public facility)	C			

EMERGENCY SHELTERS AND HOUSING (O2021-019)

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
Storage sheds, tool sheds, greenhouses, carports			A	
Support facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Taverns, cocktail lounges	P ³			
Temporary expansions of schools, such as portable classrooms	P			
<u>Transitional housing</u>	<u>P¹⁵, A¹⁶</u>		<u>P¹⁵, A¹⁶</u>	
Transportation terminals	C	C		

Figure 18.23.020 Footnotes:

(1) Emergency communication antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(2) Any alteration to the site or building that requires a conditional use permit shall meet the minimum conditions provided in TMC Chapter 18.56. An application for a conditional use permit shall be processed pursuant to TMC Title 14, Development Code Administration, and TMC Chapter 2.58, Hearing Examiner.

(3) Cocktail lounges are also permitted as accessory uses within restaurants.

(4) The cumulative amount of future expansions shall not exceed fifty percent of the covered floor space existing on January 1, 2000, for each site. See TMC Chapter 18.56.

(5) Antennas must be affixed to or erected upon existing buildings, water tanks or other existing structures. Antennas shall not be affixed to a wireless communication support structure. Emergency communication towers are not permitted.

(6) Motorized go-cart facilities are not permitted.

(7) See TMC 18.23.040(F) for surface parking lot siting requirements on properties fronting main streets.

(8) In the Town Center Mixed Use subdistrict, a parking structure may be located along a main street, provided the portion of the first floor fronting the main street is designed to accommodate a use allowed by this chapter other than parking.

EMERGENCY SHELTERS AND HOUSING (O2021-019)

(9) *Restaurants may be allowed as accessory uses within a general or professional office building in the Town Center Professional Office subdistrict.*

(10) *Restaurants and retail sales are allowed as accessory uses in the Town Center Residential subdistrict when located on the first floor of a multistory residential building, provided the gross floor area dedicated to restaurant and/or retail sales use shall not exceed one thousand five hundred square feet per building or twenty-five percent of the first floor of each building, whichever is greater, and provided the residential portion of the development meets the density standards described in TMC 18.23.030.*

(11) *Electrical switching substations, electrical power transmission towers, natural gas pipelines, natural gas gate stations and regulating stations, and park and ride facilities are not permitted.*

(12) *Drive-through uses for espresso stands less than five hundred square feet in floor area, pharmacies, and banks and credit unions are allowed in the areas specified on Figure 18.23.010. Properties with drive-through uses in the Town Center zone district shall not have direct vehicular access onto either Capitol Boulevard or Tumwater Boulevard. The director may allow temporary vehicular access to Capitol Boulevard in order to accommodate changes to the street grid. Drive-through uses shall also meet the drive-through design guidelines of TMC Chapter 18.43. Where conflicts occur between this chapter and TMC Chapter 18.43, the more restrictive requirement shall apply.*

(13) *Food truck or trailer courts are subject to the requirements of TMC 18.42.120.*

(14) *Food trucks or trailers are subject to the requirements of TMC 18.42.120.*

(15) *Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, transitional housing, and transitional housing are subject to the requirements of TMC 18.42.150.*

(16) *Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.*

Figure 18.23.020 Explanatory Note:

1. If the box is shaded, the use is not allowed in that zone district.

EMERGENCY SHELTERS AND HOUSING (O2021-019)

Changes to TMC Table 18.27.040 Brewery District**Table 18.27.040**

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Accessory dwelling units	A	A	A	A	A	A	A
Accessory wireless communication antenna (2)	A	A	A	A	A		A
Adult family homes	P	P	P	P	P	P	P
Agriculture, indoor						P	
All existing uses legally established prior to September 1, 2014, except where there is a cessation of the use for two or more years	P	P	P	P	P	P	P
Animal clinics or hospitals (6)	P	P	P	P	P	P	
Attached wireless communications facilities (3)	P	P	P	P	P	P	P
Bed and breakfasts	P	P	P	P	P		P
Breweries, wineries, distilleries	P	P			P	P	
Child day care centers; child mini-day care centers	P	P	P	P	P	P	P
Churches	C	C	C		C	P	C
Community gardens	P	P	P	P	P	P	P
Convalescent center, rest home, nursing home	P	P	P	P	P		
Cottage housing	P	P		P			P

EMERGENCY SHELTERS AND HOUSING (O2021-019)

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Electric vehicle infrastructure	P	P	P	P	P	P	P
<u>Emergency housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>			<u>P/A</u>		
<u>Emergency shelter (11)(12)</u>	<u>P/A</u>	<u>P/A</u>			<u>P/A</u>		
Energy systems	A	A	A	A	A	A	A
Entertainment facilities	P	P	P	P	P	P	
Family child care homes	P	P	P	P	P		P
Farmers markets	P	P	P	P	P	P	
Fish hatcheries, associated appurtenances and related interpretive centers						P	
Food truck or trailer courts (9)	P	P	P		P	P	
Food trucks or trailers (10)	P	P	P		P	P	
General offices	P	P	P	P	P	P	
Group foster homes	P	P	P	P			
Home occupations	P	P	P	P	P	P	P
Large scale state or regional transportation facilities (essential public facility)						C	
Medical clinics	P	P	P	P	P		
Motels, hotels	P	P			P		
Movie production; movie studio					P	P	

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Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Museums, libraries, art galleries	P	P	P	P	P		
Noncommercial recreational structures associated with a residential use which include but are not limited to swimming pools and recreational ball courts	A	A	A	A	A	A	A
Off-street parking and loading	A	A	A	A	A	A	A
Parking structures	P	P	P	P	P	P	P
Parks, open space areas and recreational facilities	P	P	P	P	P	P	P
<u>Permanent supportive housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>	<u>P</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>
Personal and professional services	P	P	P	P	P	P	
Planned unit developments	P	P	P	P	P	P	P
Post offices	P	P			P		
Private clubs and lodges	P	P	P		P	P	
Private garages and carports	A	A	A	A	A	A	A
Public parking lot as a primary use	P	P	P	P	P	P	
Residential	P	P	P	P	P	P	P
Restaurants, taverns, cocktail lounges, brew pubs and similar dining and drinking establishments	P	P	P	P	P	P	

EMERGENCY SHELTERS AND HOUSING (O2021-019)

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Retail sales	P	P	P	P	P	P	
Schools	P	P			P	P	
Senior housing facilities, independent and assisted	P	P	P	P	P		
State education facilities (essential public facility)					C	C	
Storage sheds, toolsheds, greenhouses (8)	A	A	A	A	A	A	A
Support facilities	P	P	P	P	P	P	P
Temporary expansions of schools, such as portable classrooms	P	P			P	P	
<u>Transitional housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>	<u>P</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>
Transportation terminals	C						
Wholesaling, manufacturing, assembling, repairing, fabricating, nondistribution warehousing (4)						P	

Table 18.27.040 Footnotes:

- (1) Along the Cleveland Avenue Main Street, active ground floor uses are required in accordance with TMC 18.27.080(B)(1)(e).
- (2) Emergency communication antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.
- (3) Antennas must be affixed to or erected upon existing buildings, water tanks or other existing structures. Antennas shall not be affixed to a wireless communication support structure. Emergency communication towers are not permitted.

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- (4) *Warehousing must be for product for use in or production resulting from on-site manufacturing, assembly, repair or fabrication.*
- (5) *Drive-through uses are prohibited in the Bates North and Bates South subdistricts. For all other subdistricts, drive-through uses are limited to espresso stands less than five hundred square feet in floor area, pharmacies, banks, credit unions, and the reuse of permitted drive-through facilities in existence as of the effective date of O2014-007 (September 1, 2014) for restaurant uses.*
- (6) *All animals must be kept at all times within a fully enclosed building with adequate controls so that animal noise and odor cannot be detected on adjoining property or in adjoining units with shared walls.*
- (7) *South of Custer Way, development must consist of two or more of the listed uses; provided, that each use shall occupy a minimum of twenty percent of the gross floor area of the project.*
- (8) *Buildings or structures for storage, a greenhouse, detached garage, or carport in the Bates South subdistrict accessory to a permitted use are subject to the provisions in TMC 18.42.015.*
- (9) *Food truck or trailer courts in accordance with TMC 18.42.120.*
- (10) *Food trucks or trailers in accordance with TMC 18.42.120.*
- (11) *Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, transitional housing, and transitional housing are subject to the requirements of TMC 18.42.150.*
- (12) *Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.*

Table 18.27.040 Explanatory Note:

- 1. If the box is shaded, the use is not allowed in that zone district.*

Changes to TMC 18.42 General Land Use Regulations

A new section is added to TMC 18.42 *General Land Use Regulations* to provide standards for supportive housing facilities standards to address site and transit, separation and distance conditions, operations, and services. These standards would apply whether a new supportive housing facility is permitted outright or with a conditional use permit.

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The Planning Commission decided at their November 9, 2021 worksession to remove separation standards for supportive housing facilities from incompatible uses and recommended further revisions to simplify the application process.

The Planning Commission discussed at their November 23, 2021 worksession the potential for supportive housing facilities operated by the same or different sponsors or managing agencies sharing operating components of different supportive housing facilities in the same location and whether the proposed language in TMC 18.42.150(B)(1)(c)(i) would preclude this from happening. Staff made amendments to that section to address the Planning Commission's concerns.

The Planning Commission discussed at their November 23, 2021 worksession the potential for eliminating the separation requirements for supportive housing facilities found in TMC 18.42.150(B)(1)(c)(i).

Staff notes that under Housing Element Goal H-9

To encourage a variety of housing opportunities for those with special needs, particularly those with problems relating to age or disability

Housing Element Policy H-9.1 states:

Require housing to meet the needs of those with special housing requirements without creating a concentration of such housing in any one area.

The separation requirements for supportive housing facilities proposed in TMC 18.42.150(B)(1)(c)(i) below addresses Housing Element Policy H-9.1.

After discussion at the January 11, 2022 City Council worksession, staff reduced the separation requirement between supportive housing facilities from 1,320 feet to 400 feet.

18.42.150 Supportive Housing Facilities Standards

A. Purpose and Applicability.

1. The purpose of this section is to establish reasonable standards for the safe operation and appropriate siting of supportive housing facilities within the city, to protect the public health and safety for both supportive housing facility residents and the broader community.

As defined in TMC 18.04.180, "supportive housing facilities" includes emergency housing, emergency shelters, permanent supportive housing, and transitional housing in buildings or other permanent structures.

B. Performance Standards.

1. General Requirements for All Supportive Housing Facilities.

a. General.

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- i. *When a site includes more than one (1) type of supportive housing facility, the more restrictive requirements of this section shall apply.*
 - ii. *Specific needs of each supportive housing facility will be reviewed through the development review process in TMC Title 14.*
 - iii. *The community development director may modify one (1) or more of the standards in this subsection, only when the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe supportive housing facility and benefit the community under the specific circumstances of the application. In considering whether the modification should be granted, the community development director shall first consider the effects on the health and safety of supportive housing facility residents and the neighboring communities. Modifications will not be granted if they would result in adverse impact on residents of the supportive housing facility and/or neighboring communities. The applicant must demonstrate the benefits of the modifications to the community development director.*
 - iii. *All supportive housing facilities must comply with the provisions of the building and construction code under TMC Title 15 including American disabilities act requirements.*
- b. *Site and Transit.*
 - i. *Supportive housing facilities shall match the bulk and scale of residential uses allowed in the zone district where the supportive housing facility is located. The design, construction, appearance, physical integrity, and maintenance of the supportive housing facility shall provide an environment that is attractive, sustainable, functional, appropriate for the surrounding community, and conducive to tenants' stability.*
 - ii. *If provided, exterior lighting must comply with the standards in TMC 18.40.035 and elsewhere in TMC Title 18 and be directed downward, and glare must be contained within the supportive housing facility site to limit the impact on neighboring properties.*
 - iii. *The use shall meet landscaping and off-street parking standards in TMC Chapters 18.47 and 18.50.*
 - iv. *A description of transit, pedestrian, and bicycle access from the subject site to services must be provided at time of application by the sponsor and/or managing agency.*
- c. *Separation and Distance Conditions. Supportive housing facilities shall meet the following separation and distance conditions:*

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- i. Different types of supportive housing facilities may collocate on the same property with the same or different sponsors or managing agencies.*
- ii. With the exception of collocated supportive housing facilities on the same property described in subsection (i), no supportive housing facility shall be located closer than four hundred feet to another supportive housing facility whether such supportive housing facility is located within or outside the city limits. The distance shall be measured by following a straight line from the nearest point of public entry into the structure, which will house the proposed emergency housing and shelter to the nearest point of public entry into the structure housing another supportive housing facility. In the case of any supportive housing facility utilizing leased area or facilities, "property line" shall refer only to such leased area or facility.*
- d. Supportive Housing Facility Operations.*
 - i. The sponsor or managing agency shall comply with all federal, state, and local laws and regulations, including Thurston County Department of Health regulations. The sponsor or managing agency shall be subject to inspections by local agencies and/or departments to ensure compliance and shall implement all directives resulting therefrom within the specified time.*
 - ii. The sponsor or managing agency must provide an operation plan at the time of the application that adequately addresses the following elements:*
 - (A) 24 hours emergency contact information;*
 - (B) Roles and responsibilities of key staff;*
 - (C) Site/facility management, including security policies and an emergency management plan;*
 - (D) Site/facility maintenance, including provisions for a regular trash patrol in the immediate vicinity of the site;*
 - (E) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;*
 - (F) Provision for human and social services, including staffing plan, credentials or certification, and outcome measures;*
 - (G) Outreach with surrounding property owners and residents and ongoing good neighbor policy; and*

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(H) Procedures for maintaining accurate and complete records.

(I) Provide a minimum and maximum time limit for occupation for transitional housing in the range of 2 weeks to 24 months. If the proposed time limit for the use is outside this range, the applicant shall follow the modification process in 18.42.150(B)(1)(a)(iii).

iii. Sponsors or managing agencies shall demonstrate applicable experience providing similar services to people experiencing homelessness.

iv. Sponsors or managing agencies shall demonstrate a stable funding source for the supportive housing facility and any on-site or off-site human and social services offered as part of the operations plan.

v. Managing agencies and the Tumwater Police Department shall establish reasonable requirements for appropriate coordination with the subject supportive housing facility and its residents.

2. Additional Requirements for Emergency Housing and Emergency Shelters.

In addition to the requirements under subsection (B)(1) of this section, emergency housing and emergency shelters are required to comply with the following:

a. Facility Standards.

i. In all zone districts, no less than the minimum area per occupant established by the Building Code is allowed, up to eighty (80) residents.

b. Facility Operations.

i. Trash receptacles must be provided in multiple locations throughout the facility and site.

ii. No children under the age of eighteen (18) are allowed to stay overnight in the facility, unless accompanied by a parent or guardian, or unless the facility is licensed to provide services to this population. If a child under the age of eighteen (18) without a parent or guardian present attempts to stay in a facility not specifically licensed for providing housing to youth, the sponsor and/or managing agency shall immediately contact Child Protective Services and actively endeavor to find alternative housing for the child.

iii. No person under court supervision or under sex offender registration requirements can receive services from a provider, unless providing such services is consistent with the laws, regulations, and/or supervisory requirements related to such persons.

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- c. *Facility Services.*
 - i. *Residents shall have access to the following services on site; if not provided on site, transportation shall be provided:*
 - (A) *For all supportive housing facilities, medical services, including mental and behavioral health counseling.*
 - (B) *For emergency housing facilities, access to resources on obtaining permanent housing and access to employment and education assistance.*
 - (C) *For emergency shelter facilities, substance abuse assistance.*
 - ii. *All functions associated with the facility, including adequate waiting space, must take place within a building or on the site proposed to house the facility.*
 - iii. *The number of toilets and other hygiene facilities required for each facility will be determined by the building official on a case-by-case basis in consultation with the Thurston County Health Department after a review of factors such as the potential number and composition of residents.*
 - iv. *Facilities serving more than five (5) residents shall have dedicated spaces for residents to meet with service providers.*
 - v. *The sponsor or managing agency shall coordinate with the homelessness service providers for referrals to their program and with other providers of facilities and services for people experiencing homelessness to encourage access to all appropriate services for their residents.*
- 3. *Additional Requirements for Permanent Supportive and Transitional Housing. In addition to the requirements under subsection (B)(1) of this section, permanent supportive housing and transitional housing are required to comply with the following:*
 - a. *Facility Standards.*
 - i. *In the RSR residential/sensitive resource, SFL single-family low density residential, SFM single-family medium density residential, and MHP manufactured home park zone districts, the following additional standards apply to permanent supportive and transitional housing:*
 - (A) *Occupancy Limits. Permanent supportive and transitional housing shall be limited by the minimum area per occupant established by the Building Code for a single family detached residence.*

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(B) Occupancy Limit Exceptions. Additionally, special exceptions to the limit on the number of occupants of a permanent supportive and transitional housing may be granted for persons with disabilities.

(C) Appearance. Permanent supportive and transitional housing are required to be a single-family structure compatible with the surrounding area.

(D) Parking. Any parking spaces in excess of two (2) shall be screened from public streets.

(E) The single-family housing design standards of the citywide design guidelines shall apply to all facilities.

ii. In the MFM multifamily medium density residential and MFH multifamily high density residential, zone districts, the following additional standards apply to permanent supportive housing:

(A) Appearance. Permanent supportive housing facilities are required to maintain residential character.

(B) Individual facilities shall not have more than forty (40) dwelling units and are subject to the density standards of residential uses allowed in the zone district where the facility is located.

(C) The multifamily housing design standards of the citywide design guidelines shall apply to all facilities with more than five (5) dwelling units.

b. Facility Services.

i. All residents shall have access to appropriate cooking and hygiene facilities.

ii. Facilities serving more than five (5) dwelling units shall have dedicated spaces for residents to meet with service providers.

iii. Residents shall have access to the following services on site or shall be provided transportation to such services by the sponsor or managing agency:

(A) Medical services, including mental and behavioral health counseling.

(B) Employment and education assistance.

Changes to TMC 18.47 Landscaping

The Planning Commission discussed and supported the proposed amendments at the December 14, 2021 hearing:

Emergency housing, emergency shelters, permanent supportive housing, and transitional shelter would require Type 2 Landscaping – Visual Barrier Buffers on all sides:

18.47.050(B)(2) Description

- a. Trees shall be any combination of deciduous and evergreen (with no more than fifty percent being deciduous). One tree shall be provided for each twenty-five lineal feet of landscaped area.*
- b. A minimum planting area of eight feet in width shall be required.*
- c. Evergreen shrubs and ground cover must provide seventy-five percent coverage of the designated area within four years from planting.*

Changes to TMC 18.50 Off-Street Parking

The following changes would be made to Figure 18.50.070(A) in TMC 18.50 *Off-Street Parking*:

HEALTHCARE	NUMBER OF PRESCRIBED SPACES
Nursing home, congregate care, rest home, hospice care home and mental health facility	1.0 space per 4 regular beds, plus 1.0 space for every regular employee on the largest shift.
Medical clinics	5.0 spaces per 1,000 square feet.
<u>Emergency housing, emergency shelter, permanent supportive housing, and transitional shelter.</u>	<u>A parking plan based on population served and projected needs should be submitted and approved by the Community Development Director.</u>

Changes to TMC 18.53 Housing for the Functionally Disabled

The definition in 18.53.010 would be updated to match the definition in TMC 18.04 *Definitions*

- A. “Adult family home” means the regular family abode of a person or persons who are providing personal care, room and board, under a license issued pursuant to RCW 70.128.060, to more than one but not more than ~~four~~six adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of ~~six~~eight adults may be permitted if the Washington State Department of Social and Health Services determines that the*

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home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).

Public Approval Process

The proposed public approval process for the amendments is as following:

Planning Commission

- October 26, 2021 – Planning Commission briefing – Completed
- November 9, 2021 – Planning Commission worksession – Completed
- November 23, 2021 – Planning Commission worksession – Completed
- December 14, 2021 – Planning Commission hearing – Completed

City Council

- December 8, 2021 – General Government Committee briefing – Completed
- January 11, 2022 – City Council worksession – Completed
- January 18, 2022 – City Council consideration

An Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on November 10, 2021, and a Determination of Non-Significance was issued on November 26, 2021.

The ordinance was sent to the Washington State Department of Commerce on November 10, 2021 for the required 60-day review before the proposed Comprehensive Plan map and text amendments and corresponding rezone were adopted, in accordance with RCW 36.70A.106.

The Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (September 2018) was reviewed and utilized by the City in objectively evaluating the proposed amendments.

The Planning Commission held a public hearing for the proposed amendments on December 14, 2021. Following the public hearing and deliberations, the Planning Commission recommended the proposed amendments be considered by the City Council.

Public Notification

Planning Commission scheduled a public hearing on the ordinance for December 14, 2021 at their November 23, 2021 meeting. On December 3, 2021, a Notice of Public

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Hearing was posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian* after the Planning Commission scheduled the public hearing.

Applicable Comprehensive Plan Goals and Policies

From the Housing Element of the Comprehensive Plan:

GOAL H-9: To encourage a variety of housing opportunities for those with special needs, particularly those with problems relating to age or disability.

Policy

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

The proposed amendments are consistent with the City's Comprehensive Plan.

Staff Conclusions

1. The proposed amendments are consistent with the goals of the Washington State Growth Management Act.
2. The proposed amendments are consistent with the goals of the Housing Element of the Comprehensive Plan.
3. The proposed amendments are consistent with the goals of the Land Use Element of the Comprehensive Plan.
4. Based on the above review and analysis, staff concludes that the proposed amendments are consistent with the requirements of the Washington State

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Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

Planning Commission Recommendation

The Planning Commission recommended approval of Ordinance No. O2021-019 after a public hearing on December 14, 2021.

Effects of the Proposed Amendments

The proposed amendments will update TMC Title 18 *Zoning*.

Staff Contact

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ORDINANCE NO. O2021-019

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Title 18 *Zoning* in the Tumwater Municipal Code to address emergency shelters and housing related items as more particularly described herein.

WHEREAS, in 2020, Engrossed Substitute House Bill 1023 modified the definition of adult family homes in RCW 70.128.010(2) to allow for an adult family home to provide services for up to eight adults, if the additional capacity is approved by the Department of Health and Services (DSHS); and

WHEREAS, in 2021, Engrossed Second Substitute House Bill 1220 modified Chapter 35A.21 RCW by adding a new section RCW 35A.21.430 so that a code city cannot prohibit transitional housing or permanent supportive housing in any zone districts in which residential dwelling units or hotels are allowed; and

WHEREAS, in 2021, Engrossed Second Substitute House Bill 1220 modified Chapter 35A.21 RCW by adding a new section RCW 35A.21.430 so that a code city cannot prohibit indoor emergency shelters and indoor emergency housing in any zone districts in which hotels are allowed; and

WHEREAS, in 2021, Engrossed Second Substitute House Bill 1220 modified RCW 35A.70A.030 to add new definitions for “emergency housing” and “emergency shelter”; and

WHEREAS, in 2021, Engrossed Substitute Senate Bill 5235 modified Chapter 35A.21 RCW by adding a new section RCW 35A.21.314 so that a code city may not regulate or limit the number of unrelated persons that may occupy a household or dwelling unit, except for occupant limits on group living arrangements regulated under state law or on short-term rentals as defined in RCW 64.37.010 and any lawful limits on occupant load per square foot or generally applicable health and safety provisions as established by the city building code or ordinance; and

WHEREAS, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, the City of Tumwater has adopted a Comprehensive Plan, in accordance with the GMA; and

WHEREAS, this Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, in accordance with RCW 36.70A.106 and WAC 365-196-630, a notice of intent to adopt the proposed new development regulations was sent to the State of Washington Department of Commerce and to other state agencies on November 10, 2021 to allow for a sixty-day review and comment period, which comment period ended prior to adoption of this ordinance; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW) on November 10, 2021, pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance (DNS) was issued on November 26, 2021; and

WHEREAS, the Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (September 2018) was reviewed and utilized by the City in objectively evaluating the proposed amendments; and

WHEREAS, the Planning Commission received a briefing on the proposed code amendments on October 26, 2021, held worksessions on November 9, 2020 and November 23, 2021, and held a public hearing on December 14, 2021; and

WHEREAS, following the public hearing and deliberations, the Planning Commission recommended the proposed code amendments to the Tumwater Municipal Code to the City Council; and

WHEREAS, the General Government Committee held a briefing on the proposed code amendments on December 8, 2021; and

WHEREAS, the City Council discussed the proposed code amendments in a worksession on January 11, 2022; and

WHEREAS, the City Council considered the proposed code amendments January 18, 2022; and

WHEREAS, the City Council finds that the provisions of this Ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

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

Section 1. Section 18.04.010 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.010 A definitions.

“A-board sign” or “sandwich board sign” means a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make itself standing.

“Accessory building, structure, use” means the use of land, a subordinate building or structure, or a portion of a principal building or structure, such use being secondary or incidental to a permitted use, building, or structure.

“Accessory dwelling unit” means a dwelling unit that is an accessory use or structure subordinate to a single-family detached dwelling subject to the general land use regulations found in TMC 18.42.010.

“Accessory wireless communication antenna” means a ground mounted (freestanding) or building mounted (attached) antenna for the sole use of residents, patrons of a business, or other occupants of property for the original transmission or final reception of communications or data as an accessory to a permitted use on the property on which the antenna is located. Types of accessory wireless communication antennas include:

A. “Category I (radio and television)” means “receive-only” radio and television antennas, or parabolic (“dish”) antennas not exceeding one meter (approximately thirty-nine and one-half inches) in diameter, usually supported by a single pole, post, or mast, with an antenna height not exceeding fifteen feet above grade for freestanding antennas or ten feet above the height of the building upon which mounted for attached antennas;

B. “Category II (amateur radio antenna)” means “send and receive” citizen band radio antennas or similar antennas operated by a federally licensed amateur (“ham”) radio operator at a dwelling, with an antenna height not exceeding the maximum height for buildings on the property upon which the antenna is located, except as provided otherwise in TMC 11.20.070(F);

C. “Category III (accessory mobile antenna device)” means an antenna including, but not limited to, mobile test antennas and global positioning satellite (GPS) equipment, or mobile radio or television antennas which are less than twelve inches in height or width, excluding the support structure; or

D. “Category IV (minor telecommunications antenna)” means “send and receive” data transmission or communication antennas or parabolic (dish) antennas (other than Category I and II antennas) not exceeding one meter (approximately thirty-nine and one-half inches) in diameter, usually supported by a single pole, post, or mast, with an antenna height not exceeding fifteen feet above grade for freestanding antennas or the height of the building upon which mounted for attached antennas, and including small cell wireless facility antennas that meet the size requirements set forth in TMC Chapter 11.20.

Provided, however, that accessory wireless communications antennas or support structures shall be subject to the provisions of TMC Chapter 11.20, Wireless Communication Facilities, generally, and specifically to the location and landscaping requirements of TMC 11.20.070.

“Administrative official” means a duly appointed officer of the city or his appointed representative charged with the administration of building and occupancy permits, and for the interpretation and enforcement of this title.

“Adult family home” means the regular family abode of a person or persons who are providing personal care, room and board, under a license issued pursuant to RCW 70.128.060, to more than one but not more than ~~four~~six adults who are not related by blood or marriage to the person or persons providing the services; except that a maximum of ~~six~~six-eight adults may be permitted if the Washington State Department of Social and Health Services determines that the home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).

“Advertising vehicle” means any vehicle or trailer placed on a public right-of-way, on public property, or on private property, having attached thereto or located thereon any sign or advertising device which advertises a product, business or service, or directs people to a business or activity located on the same or nearby property or any premises. This provision is not to be construed as prohibiting the identification of a firm or its principal products on a vehicle operated during the normal course of business. Franchised buses or taxis are specifically excluded from this definition.

“Agriculture” means the use of land for agricultural purposes, including farming, dairying, pasturage agriculture, horticulture, floriculture, viticulture, beekeeping, and animal and poultry husbandry and the necessary accessory uses for selling, packing, treating, or storing the produce; provided, however, that the operation of any such accessory uses shall be secondary. The term “agriculture” shall not include the operation or maintenance of a commercial stockyard or feed lot.

“Airport fueling facility” means a centralized aviation fuel storage facility where aviation fuel is transferred to aboveground storage tanks and various types of aircraft are fueled.

“Alley” means a public or private way, at the rear or side of property, permanently reserved as a secondary means of vehicular or pedestrian access to a property. Alleys are not considered streets for the purpose of calculating setbacks.

“Alterations” means any repair, reconstruction, or improvement of a structure, the cost of which does not equal or exceed fifty percent of the market value of the structure.

“Amendment” means any change, modification, deletion, or addition to the wording, text, or substance of the zoning ordinance, or any modification, deletion or addition

to the application of the zoning ordinance to property within the city, including any alteration in the boundaries of the zone when adopted by the city council.

“Animal clinic” or “animal hospital” means any medical facility except those designed and used for the care of human beings, maintained by or for the use of licensed veterinarians in the diagnosis, treatment, and prevention of animal diseases and ailments.

“Aquaculture” means activities relating to the fishing or harvesting of wild and planted fish stock for recreational and commercial purposes.

“Arcade” means a covered walk with shops along one side and a line of arches or columns on the other side.

“Articulation” means a design emphasis placed on a particular architectural feature through the use of one or more of the following: special details or materials; changes in building plane (recessed or extended from building surface); contrasting materials; or decorative artwork.

“Attached wireless communication facility” is a wireless communication facility that is affixed to an existing structure other than a wireless communication support structure. Examples of attached wireless communication facilities include antennas affixed to or erected upon existing buildings, water tanks, or other existing structures.

“Auto repair facilities” means any area of land, including the structures thereon, that is used for major auto repairs including, but not limited to, engine or transmission overhaul and replacement, collision services such as auto body and frame repair and painting, and the general servicing and replacement of parts. “Auto repair facilities” shall not include businesses, which exclusively perform minor servicing such as oil changes, car washes, tire installation services, stereo installation, etc.

“Automobile service station” means any area of land, including the structures thereon, that is used for the sale of gasoline or other motor fuels, oils, lubricants, and auto accessories; and which may or may not include washing, lubricating, and other minor servicing with the exception of automobile body work.

“Automobile wrecking” means the dismantling or wrecking of used motor vehicles or the storage, sale or dumping of dismantled or wrecked vehicles or their parts. The presence on any lot or parcel of land of five or more motor vehicles, which for a period exceeding thirty days have not been capable of operating under their own power, and from which parts have been or are to be removed for reuse or sale, shall constitute prima facie evidence of an automobile wrecking yard.

“Aviation use” means any runway, taxiway, connector, apron or heliport designed for the landing and taking off of aircraft, transfer of passengers and/or cargo, surface access, and other support facilities typically associated with airports, including: hangars, control towers, communication and maintenance facilities, operations area, airport fueling facilities, fixed-based operators (FBO) and

passenger and cargo terminals (including retail and eating and drinking establishments located within a terminal or FBO building).

“Awning” means a rigid structure affixed to a building that extends over windows, sidewalks, or doors.

“Awning, illuminated” means a structure affixed to a building that extends over windows, sidewalks, or doors, which is designed to be illuminated from within.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-007, Amended, 11/05/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2017-014, Amended, 07/18/2017; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-029, Amended, 06/07/2011; Ord. O2008-017, Added, 10/21/2008; Ord. O2004-009, Added, 12/07/2004; Ord. O2002-019, Amended, 01/07/2003; Ord. O97-019, Added, 06/17/1997; Ord. O95-037, Added, 12/05/1995; Ord. O95-035, Amended, 12/19/1995; Ord. 1289, Added, 06/04/1991; Ord. 883, Added, 05/06/1984. Formerly 18.04.010 – 18.04.042)

Section 2. Section 18.04.050 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.050 E definitions.

“Easement” means a recorded right of interest in the land of another which entitles the holder thereof to some use, privilege or benefit out of or over such land.

“Electric vehicle infrastructure” means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

“Emergency communication towers and antennas” means any structure not entirely within an enclosed building or vehicle, including antennas, guy wires, microwave dishes or horns, structures or towers to support receiving and/or transmitting devices, accessory buildings, i.e., equipment storage buildings, energy power generating housing, and the land on which they are situated, that is used for the transmission or reception of electromagnetic waves for emergency communication purposes including but not limited to the Capitol Communications system (CAPCOM) or other public emergency communication systems.

“Emergency housing” means temporary indoor accommodations for individuals or families who are homeless or at imminent risk of becoming homeless that is intended to address the basic health, food, clothing, and personal hygiene needs of individuals or families. Emergency housing may provide individual rooms for sleeping and may have communal bathrooms and kitchen and dining areas. Emergency housing may or may not require occupants to enter into a lease or an occupancy agreement.

“Emergency shelter” means a facility that provides a temporary indoor shelter for individuals or families who are currently homeless. Emergency shelter may provide a mixture of individual rooms and common areas for sleeping and may have

communal bathrooms and kitchen and dining areas. Emergency shelter may not require occupants to enter into a lease or an occupancy agreement. Emergency shelter facilities may include day cooling and warming centers that do not provide overnight accommodations.

“Energy systems” means those systems which serve to produce energy from nondepletable energy sources.

A. These sources of energy (excluding minerals) are derived from:

1. Incoming solar radiation, including, but not limited to, natural daylighting and photosynthetic and photovoltaic processes;
2. Energy sources resulting from wind, waves and tides, lake or pond thermal differences; and
3. Energy derived from the internal heat of the earth, including nocturnal thermal exchanges.

B. Neither natural gas, oil, coal, liquefied petroleum gas, nor any utility-supplied electricity shall be considered a nondepletable energy source. (See “solar energy system,” TMC 18.04.180.)

“Entertainment facility” means any establishment that is operated, maintained, or devoted to amusement of the general public, whether privately or publicly owned, where entertainment is offered by the facility. Entertainment facilities shall include, but not be limited to, the following: bowling alleys, theaters, dance halls or clubs, video arcades, skating rinks, batting cages, and miniature golf courses. Entertainment facilities shall not include sexually oriented businesses, taverns, pubs, golf courses, or parks.

“Equipment rental and sales facility” means any business establishment whose primary focus is the rental, leasing, and/or selling of tools and equipment.

“Essential public facilities” are those public facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, solid waste handling facilities, and in-patient facilities including substance abuse facilities, mental health facilities and group homes.

(Ord. O2019-007, Amended, 09/03/2019; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-015, Added, 09/07/2010; Ord. O2003-001, Amended, 02/18/2003; Ord. O2000-004, Added, 07/18/2000; Ord. O95-035, Amended, 12/19/1995; Ord. 883, Added, 05/06/1984. Formerly 18.04.195 – 18.04.203)

Section 3. Section 18.04.060 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.060 F definitions.

“Facade” means any exterior wall of a building or parking structure.

“Family” means an individual or two or more persons, related by blood, marriage or adoption, or two or more persons with functional disabilities as defined in TMC Chapter 18.53, or a group of ~~not more than six~~ unrelated persons, living together to share a single dwelling unit.

“Family child care home” means a facility in the family residence of the licensee providing regularly scheduled care for twelve or fewer children, within a birth-through-eleven-years-of-age range exclusively, for periods less than twenty-four hours.

“Farmers market” means a group of individual vendors primarily selling locally grown produce and products. This use typically is seasonal, may be temporary, and set up on closed streets or on portions of sites used for other primary uses.

“Fascia” means any relatively narrow vertical surface that is projected, or cantilevered, or supported on columns, or on an element other than a wall below.

“Feather flag” means a freestanding vertical sign consisting of a semi-rigid membrane or a loose poly knit, cloth, plastic, or similar material sign face that is attached to a harpoon-style pole or staff driven into the ground for support, or having a crossbar base suitable for standing or weighting the sign securely on a hard surface.

“Fence” means a wall or barrier for the purpose of enclosing space or separating parcels of land. “Fence” includes hedges and/or similar plantings.

“Fenestration” means the arrangement and design of windows and doors in a building or parking structure.

“Flag” means a piece of cloth hoisted on a pole permanently affixed to the ground or displayed using a pole bracket permanently affixed to a building. If any single dimension of a flag is more than three times greater than any other single dimension, for the purposes of this chapter such flag is classified and regulated as a banner, regardless of how it is anchored or supported.

Flood. As related to a stream, “flood” means a temporary rise in a stream’s flow, accompanied by a rise in water level that results in water overtopping its banks and inundating areas adjacent to the channel.

“Floodplain” means the area (usually lowlands) adjoining the channel of a river, stream or watercourse, or ocean, lake, or other body of standing water, which has been or may be covered by floodwater.

“Floodplain, five-hundred-year” or “five-hundred-year floodplain” means the areas which are subject to a 0.2 percent or greater chance of flooding in any year. These areas are identified as the “B” and “X” zones on the Flood Insurance Rate Maps from the Federal Emergency Management Agency. The “five-hundred-year floodplain” is usually lowlands adjoining the channel of a river, stream or watercourse, or ocean, lake, or other body of standing water.

“Floodplain, one-hundred-year” or “one-hundred-year floodplain” means the areas outside of the floodway which are subject to a one percent or greater chance of flooding in any given year. These areas are identified as the A, AE, AH, AO, A1-30, or A99 Zones on the Flood Insurance Rate Maps produced by the Federal Emergency Management Agency. The “one-hundred-year floodplain” is usually located within the lowlands adjoining the channel of a river, stream or watercourse, or ocean, lake, or other body of standing water.

“Floodproofing” means a combination of structural provisions, changes or adjustments to properties and structures subject to flooding, primarily for the reduction or elimination of flood damages to properties, water and sanitary facilities, structures and contents.

“Floodway” means the channel of a stream and adjacent land areas which are required to carry the discharge of a flood event that has a one percent chance of being equaled or exceeded in any given year. The “floodway” is designated on Flood Boundary and Floodway Maps from the Federal Emergency Management Agency. The “floodway” is usually characterized by water moving with a definite velocity and current during a flood event and a difference in soil conditions or vegetative ground cover when compared to other portions of the floodplain.

“Floor area ratio (FAR)” is determined by dividing the gross floor area of all buildings on a lot by the area of that lot. For example, a floor area ratio of two to one means two square feet of floor area for every one square foot of site area.

“Food truck or trailer” means a truck or trailer that is licensed as a vehicle, approved by the Washington State Department of Labor and Industries, and bears their insignia to serve, vend, or provide food or nonalcoholic beverages for human consumption, where people work inside, customers stand on the outside and do not go inside, is self-contained, is no more than eight and one-half feet wide, has an electrical system one hundred twenty volts or greater, has a self-contained water or drain system, and has a propane gas piping system.

“Food truck or trailer court” means one permanent location, such as a parking lot, plaza, or lot, where four or more food trucks or trailers are approved to operate at one time.

“Fourplex” means a building designed for and used exclusively for occupancy by four families independent of each other where all four dwelling units are located on the same lot and are completely separated from each other, except for common stairwells or garages.

“Freestanding sign” means any sign that is supported by one or more uprights, poles, or braces permanently in or upon the ground and not an integral part of, or attached to, a building.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2017-007, Amended, 11/05/2018; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-029, Added, 06/07/2011; Ord. O2003-001, Amended, 02/18/2003; Ord. O2002-

019, Added, 01/07/2003; Ord. O2000-024, Amended, 02/06/2001; Ord. O95-035, Amended, 12/19/1995; Ord. 1289, Amended, 06/04/1991; Ord. 1288, Added, 06/04/1991; Ord. 883, Added, 05/06/1984. Formerly 18.04.204 – 18.04.240)

Section 4. Section 18.04.160 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.160 P definitions.

Panhandle Lot. See “lot, panhandle,” TMC 18.04.120.

“Parapet” means a low protective wall along the edge of a roof or balcony.

“Parcel” means a tract or plot of land of any size which may or may not be subdivided or improved.

“Park and ride facility” means a parking structure or surface parking lot intended primarily for use by persons riding transit or carpooling and that is owned or operated by either Intercity Transit or another entity with the concurrence of Intercity Transit.

“Parking lot” means an open area, other than a street or alley, whether privately or publicly owned, which is used for the parking of more than four automobiles and is available to the public.

“Parking space” means an area which is improved, maintained, and used for the sole purpose of temporary accommodation of a motor vehicle, and having access to a public street or alley. (See Figure 18.50.060(A) for parking space design standards.)

“Parking structure” means a structure of two or more stories, whether privately or publicly owned, which is used for the parking of more than four automobiles.

“Pedestrian-oriented sign” means any sign intended to attract pedestrian traffic that is at a ninety-degree angle to the adjacent building face. The sign may either be suspended beneath a pedestrian weather protection structure or be attached to and project from the building wall.

“Pedestrian plaza or courtyard” means an area between a building or parking structure and a public right-of-way which promotes visual and pedestrian access onto the site and which provides pedestrian-oriented amenities and landscaping to enhance the public’s use of the space.

“Pennants” means any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, string, or other device, usually in series, designed to move in the wind.

“Pergola” means an open structure usually consisting of parallel colonnades supporting a roof of beams and crossing rafters or trellis work (similar to an arbor).

“Permanent supportive housing” means subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to

entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors. Permanent supportive housing is paired with on-site or off-site voluntary services designed to support a person living with a complex and disabling behavioral health or physical health condition who was experiencing homelessness or was at imminent risk of homelessness prior to moving into housing to retain their housing and be a successful tenant in a housing arrangement, improve the resident's health status, and connect the resident of the housing with community-based health care, treatment, or employment services. Permanent supportive housing is subject to all of the rights and responsibilities defined in chapter 59.18 RCW Residential Landlord-Tenant Act.

“Permitted use” means any authorized use allowed alone or in conjunction with other uses in a specified zoning district and subject to the limitations of the regulations of such use district.

“Personal service” means a business which is neither the practice of a profession, nor dealing primarily with the sale of products as stock-in-trade on the premises. Such businesses include, but are not limited to, barber and beauty shops, tailoring, shoe repairing, photographic studios, tanning parlors, and pet grooming and obedience training.

“Planned unit development” means any development, whether residential, commercial or industrial, which is approved and developed in accordance with the terms of this title.

“Point-of-purchase sign” means any exterior sign placed at the location of purchase.

“Precision instrument runway” means a runway that is designed to provide an approach path for exact alignment and descent of an aircraft on final approach using vertical and horizontal navigational aid equipment.

“Preschool/child care facility” means an activity which would regularly provide care, whether for compensation or not, to a group of four or more but less than twelve children, twelve years of age or under, who are not related to the occupant of the facility.

“Prisons and prerelease facilities” means a public facility for the incarceration of people convicted of felony crimes serving a court imposed sentence. This includes minimum security facilities which house inmates with less than three years remaining to serve who meet stringent public safety placement criteria established by the Department of Corrections, medium security facilities which have strict security standards including a fenced and patrolled perimeter, and high security facilities which offer the greatest level of security to minimize the potential for escape.

“Private clubs and lodges” means a building in which members of a community or association may gather for social, educational, or cultural activities.

“Private post-secondary education facility” means a privately owned facility that provides a curriculum of post-secondary academic instruction including technical schools, junior colleges, colleges and universities.

“Profession” means an occupation which is distinguishable from other occupations by virtue of characteristics traditionally associated with its practice and/or with the conduct of the practitioner. A profession is the body of such qualified persons of one specific occupation or field. It conducts business on a client/appointment rather than customer/sales basis. A professional client relationship would stress the professional in an advisory and counseling rather than purely transacting role.

“Professional office” means an office used or suitable for use by a profession or professional having great skill in that particular profession and who receives compensation for the performance of that profession.

“Professional service” means a business which is operated by a profession or professional who receives compensation for the performance of that profession on an appointment/client basis rather than customer/sales basis. A professional client relationship would stress the professional in an advisory and counseling rather than purely transacting role. Such businesses include, but are not limited to, law firms, architecture and/or engineering firms, real estate agencies, mortgage brokerages, accounting firms, and insurance agencies.

“Public facade” means any side of a commercial building having a doorway open for regular ingress and egress by customers. For purposes of determining sign size allowances on multiple tenant facilities having individual entrances for businesses, the “public facade” of a particular business shall mean that portion of the total public facade upon which the business has frontage.

“Public utility” means any person, firm or corporation, municipal department, board or commission, duly authorized to furnish to the public, under federal, state or municipal authority, services such as gas, steam, electricity, sewage disposal, water supply, communication or telegraph facilities.

(Ord. O2017-007, Amended, 11/05/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2013-013, Amended, 10/01/2013; Ord. O2004-009, Amended, 12/07/2004; Ord. O2002-019, Amended, 01/07/2003; Ord. O2001-012, Amended, 03/19/2002; Ord. O98-009, Amended, 10/20/1998; Ord. O95-035, Amended, 12/19/1995; Ord. 1399, Added, 11/16/1993; Ord. 883, Added, 05/06/1984. Formerly 18.04.430 – 18.04.490)

Section 5. Section 18.04.180 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.180 S definitions.

“School” means an institution of learning, whether public or private, which offers instruction in those courses of study required by the Washington Education Code or which is maintained pursuant to standards set by the State Board of Education. This definition includes a nursery school, kindergarten, elementary school, junior

high school, senior high school or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, or university.

“Screening” means a continuous fence or wall supplemented with landscaping, or an evergreen hedge, or combination thereof, that effectively provides a sight-obscuring and sound-absorbing buffer.

“Secure community transition facility” means a residential facility for persons civilly committed and conditionally released to a less restrictive alternative pursuant to Chapter 71.09 RCW. A secure community transition facility has supervision and security, and either provides or ensures the provision of sex offender treatment services. Secure community transition facilities include but are not limited to the facilities established pursuant to RCW 71.09.250 and any community-based facilities established under Chapter 71.09 RCW and operated by the Secretary of Social and Health Services or the Secretary’s designee or under contract with the Secretary.

“Senior housing facility, assisted” or “assisted senior housing facility” means an assisted living facility, which is an establishment which provides living quarters and a variety of limited personal care and supportive health care to persons fifty-five years of age or older in accordance with 42 U.S.C. 3607 who are unable to live independently, but who do not need the skilled nursing care of a rest home, nursing home, or convalescent center. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities and a full kitchen. The facility may provide a minimal amount of supportive health care monitoring, such as assistance with medication, but is limited to health care services that do not require state or federal licensing. These facilities may have a communal dining area, recreation facilities (such as a library, lounge, or game room), laundry facilities, and open space.

“Senior housing facility, independent” or “independent senior housing facility” means an independent living facility consisting of dwellings designed for and occupied by persons fifty-five years of age or older in accordance with 42 U.S.C. 3607. These facilities may consist of individual dwelling units of a barrier-free design, with separate bathroom facilities and a full kitchen. These facilities may have a communal dining area, recreation facilities (such as a library, lounge, or game room), laundry facilities, and open space. No nursing staff or assisted living staff is provided in an independent living facility.

Service Station. See “automobile service station,” TMC 18.04.010.

“Setback” means the minimum required distance between the property line and building line subject to the limitations provided in TMC 18.42.040.

“Sewage treatment facilities” means sanitary sewer treatment services provided by a municipality or a special purpose district not including individual or community wastewater treatment systems.

“Sexually oriented businesses” means adult arcades, adult bookstores, adult novelty stores, adult video stores, adult cabarets, adult motion picture theaters, adult theaters, sexual encounter establishments, semi-nude model studios, escort agencies and adult motels. “Sexually oriented businesses” includes those businesses defined as follows:

A. “Adult arcade” means an establishment where, for any form of consideration, one or more still or motion picture projectors, slide projectors, or similar machines, or other image producing machines, for viewing by five or fewer persons each, are used to show films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

B. “Adult bookstore, adult novelty store, or adult video store” means a commercial establishment which has as a significant or substantial portion of its stock-in-trade or a significant or substantial portion of its revenues or devotes a significant or substantial portion of its interior business or advertising to the sale or rental for any form of consideration of any one or more of the following:

1. Books, magazines, periodicals or other printed matter, or photographs, films, motion pictures, video cassettes, slides, or other visual representations which are characterized by the depiction or description of specified sexual activities or specified anatomical areas; or
2. An establishment may have other principal business purposes that do not involve the offering for sale or rental of materials depicting or describing specified sexual activities or specified anatomical areas, and still be categorized as an adult bookstore, adult novelty store, or adult video store. Such other business purposes will not serve to exempt such establishments from being categorized as an adult bookstore, adult novelty store, or adult video store so long as one of its principal business purposes is offering for sale or rental, for some form of consideration, the specified materials which depict or describe specified anatomical areas or specified sexual activities.
3. Video stores that sell and/or rent only video tapes or other photographic reproductions and associated equipment shall come within this definition as specified by Ordinance No. O94-020 if twenty percent or more of its stock-in-trade or revenues comes from the rental or sale of video tapes or other photographic reproductions or associated equipment which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

C. “Adult cabaret” means a nightclub, bar, restaurant, or similar commercial establishment, whether or not alcoholic beverages are served, which features: (1) persons who appear nude or semi-nude; (2) live performances which are characterized by the exposure of specified anatomical areas or by specified sexual activities; or (3) films, motion pictures, video cassettes, slides, or other photographic

reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas.

D. “Adult motel” means a hotel, motel or similar commercial establishment which:

1. Offers accommodation to the public for any form of consideration and provides patrons with closed-circuit television transmissions, films, motion pictures, video cassettes, slides, or other photographic reproductions which are characterized by the depiction or description of specified sexual activities or specified anatomical areas, and has a sign visible from the public right-of-way which advertises the availability of this adult type of photographic reproductions; or
2. Offers a sleeping room for rent for a period of time that is less than twenty-four hours; or
3. Allows a tenant or occupant of a sleeping room to subrent the room for a period of time that is less than twenty-four hours.

E. “Adult motion picture theater” means a commercial establishment where films, motion pictures, video cassettes, slides, or similar photographic reproductions characterized by the depiction or description of specified anatomical areas or specified sexual activities are regularly shown for any form of consideration.

F. “Adult theater” means a theater, concert hall, auditorium, or similar commercial establishment which, for any form of consideration, regularly features persons who appear nude or semi-nude, or live performances which are characterized by the exposure of specified anatomical areas or specified sexual activities.

G. “Escort agency” means a person or business association who furnishes, offers to furnish, or advertises to furnish escorts as one of its primary business purposes for a fee, tip, or other consideration.

H. “Nude or semi-nude model studio” means any place where a person, who appears nude or semi-nude or displays specified anatomical areas, is provided for money or any form of consideration to be observed, sketched, drawn, painted, sculptured, photographed, or similarly depicted by other persons; provided, however, such uses if exempt under Ordinance No. O94-020 shall also be exempt from the provisions of the ordinance codified in this section.

(Note: Ordinance No. O94-020 which regulates the operation of sexually oriented businesses provides exemptions for the following activities:

1. Persons appearing in a state of nudity or semi-nudity in a modeling class operated by:
 - a. A proprietary school, licensed by the state of Washington; a college, junior college, or university supported entirely or partly by taxation.

b. A private college or university approved by a national accrediting association, which maintains and operates educational programs in which credits are transferable to a college, junior college or university supported entirely or partly by taxation.)

I. “Sexual encounter establishment” means a business or commercial establishment that, as one of its primary business purposes, offers for any form of consideration a place where two or more persons may congregate, associate, or consort for the purpose of specified sexual activities or the exposure of specified anatomical areas or activities when one or more persons are semi-nude. The definition of a sexually oriented business shall not include an establishment where a medical practitioner, psychologist, psychiatrist, or similar professional person licensed by the state engages in medically approved and recognized sexual therapy.

“Shopping center” means a group of retail and service establishments clustered on a contiguous site, designed and built as a unit or organized as a unified and coordinated shopping area.

“Shoreline” means a line determined by the ordinary high-water mark, as defined in the Shoreline Management Act of 1971 as follows:

Ordinary high-water mark on all lakes, streams, and tidal water is that mark that will be found by examining the beds and banks and ascertaining where the presence and action of waters are so common and usual, and so long continued in ordinary years, as to mark upon the soil a character distinct from that of the abutting upland, in respect to vegetation, as that condition exists on the effective date of this chapter or as it may naturally change thereafter; provided, that in any area where the ordinary high-water mark cannot be found, the ordinary high-water mark adjoining saltwater shall be the line of mean higher high tide and the ordinary high-water mark adjoining freshwater shall be the line of mean high water.

(Or, as shown by markings of water surface contaminants on rocks, bulkheads, pilings, or other relatively permanent structure or natural feature.)

“Sign” means any visual communication device, structure, or fixture that generally utilizes graphics, symbols, numbers, or words to convey information.

“Sign of an official nature” means any sign posted by or required to be posted by a governmental agency that is necessary to protect and regulate the public health, safety, or welfare. Examples of such signs include traffic or pedestrian directional and control signs, public safety warnings or hazards signs, street banners and street pole banners in compliance with the Tumwater street banner and street pole banner policies, and official public notice signs.

“Sign structure” means any structure that supports or is capable of supporting any sign defined in this code.

Solar Energy System.

A. “Solar energy system” means any device or combination of devices or elements which rely upon direct sunlight as an energy source, including, but not limited to, any substance or device which collects sunlight for use in:

1. The heating or cooling of a structure or building;
2. The heating or pumping of water;
3. Industrial, commercial, or agricultural processes; or
4. The generation of electricity.

B. A solar energy system may be used for purposes in addition to the collection of solar energy. These uses include, but are not limited to, serving as a structural member or part of a roof of a building or structure and serving as a window or wall. (See TMC 18.04.050.)

“Solid waste handling facilities” means facilities that receive, process, transfer, collect, or dispose of residential, industrial and commercial solid waste as defined by Chapter 70.95 RCW.

“Source of nonionizing electromagnetic radiation” means an RF facility emitting between one-hundredth MHz and one hundred thousand MHz of effective radiated power of more than or equal to one thousand watts.

“Sponsoring agency” means a church or faith based organization that joins in an application with a host agency for a city temporary use permit and assumes responsibility for providing basic services and support to temporary emergency homeless encampment residents, such as hot meals and coordination of other needed donations and services.

“State education facilities” means education facilities that are of a statewide nature including but not limited to state colleges, universities and community colleges.

“Story” means that portion of a building represented by space between the top surface of any floor and the top surface of the floor next above, except the topmost story shall have the ceiling or roof above as the top surface of the floor next above. The height of a story shall be measured by the vertical distance between the top surfaces.

“Stream” shall mean all types of natural surface watercourses, including but not limited to rivers and creeks, that convey perennial or intermittent flows derived from precipitation runoff and/or groundwater discharge.

“Streamers” has the same meaning as pennants.

“Street” means any public thoroughfare or right-of-way which affords the principal means of access to abutting property.

“Street banner” means a banner that is suspended over a city street and mounted on either side to city-owned banner mounting facilities in compliance with the Tumwater street banner and street pole banner policies.

“Street pole banner” means a banner that protrudes over a public walkway or street and that is mounted to a government-owned pole located within the public right-of-way such as a light pole. Such banners must comply with the Tumwater street banner and street pole banner policies.

“Structure” means a manmade object of any kind, which is built or constructed, or any piece of work built up or composed of parts joined together in some definite manner and affixed to the earth. (See TMC 18.04.020.)

“Structure, landscaping” means a fence, wall, trellis, statue or other similar landscaping or ornamental object.

Substantial Improvement.

A. “Substantial improvement” means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds fifty percent of the market value of the structure, either:

1. Before the improvement or repairs are started; or
2. Before the damage occurred, if the structure has been damaged and is being restored.

B. This definition does not apply to:

1. Any project for improvement of a structure to comply with existing state or local health, sanitary or safety code specifications which are solely necessary to assure safe living conditions; or
2. Any alteration of a structure listed on the National Register of Historic Places or State Inventory of Historic Places.

“Support facilities” means facilities such as streets, roads, highways, sidewalks, street lighting systems, traffic signals, fire stations, electrical switching substations, electrical power transmission towers, natural gas pipelines, telephone exchanges, natural gas gate stations and regulating stations, domestic water systems, storm and sanitary sewer systems, and wells or well fields, all of which are continuously related to public (or private) services.

“Supportive housing facilities” means a collective term for the following housing types: emergency housing, emergency shelters, permanent supportive housing, and transitional housing, as defined in TMC 18.04.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-007, Amended, 09/03/2019; Ord. O2017-007, Amended, 11/05/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2013-013, Amended, 10/01/2013; Ord. O2007-017, Added, 12/18/2007; Ord. O2006-019, Amended, 08/15/2006; Ord. O2002-013, Added, 08/20/2002; Ord. O98-001, Added, 09/15/1998; Ord. O95-035, Amended, 12/19/1995; Ord. O94-014, Added, 07/09/1994; Ord. 1144, Amended, 01/05/1988; Ord. 883, Added, 05/06/1984. Formerly 18.04.525 – 18.04.595)

Section 6. Section 18.04.190 of the Tumwater Municipal Code is hereby amended to read as follows:

18.04.190 T definitions.

“Tavern” means an establishment where beer and/or wine is served to the public in accordance with a tavern license issued by the Washington State Liquor Control Board pursuant to RCW 66.24.330.

“Temporary sign” means any sign, banner, pennant, valance, or advertising display constructed of cloth, canvas, light fabric, cardboard, or other light materials, with or without frames, not permanently mounted to the ground or a structure and displayed for a limited period.

Through Lot. See “lot, through,” TMC 18.04.120.

“Townhouse” or “rowhouse” means one of a line or row of dwelling units attached one to the other, having common walls between individual units, generally two stories in height (and sometimes three). Each unit occupies the space between common walls from the lowest level to the roof, where common walls are the property lines between units.

“Tract” means a lot usually held in common ownership by an association, or reserved for future development.

Trailer. See “mobile home” and “travel trailer,” TMC 18.04.130 and this section.

“Transitional housing” means housing providing stability for residents for a limited time period, usually two weeks to 24 months, to allow them to recover from a crisis such as homelessness or domestic violence before transitioning into permanent housing. Transitional housing often offers supportive services, which enable a person to transition to an independent living situation.

“Translucent panels” means a method of illuminating signs in which the light source is obscured from view by a panel that allows light to pass through but diffuses it so that the lighting source cannot be distinguished.

“Transmission tower” means a structure that is constructed above ground or water, or is attached to or on top of another structure, and is intended to support an antenna and accessory equipment, or which is itself an antenna.

“Transportation facilities, large scale or regional,” means transportation facilities that are meant to serve Thurston County and/or the Puget Sound region as a whole that include but are not limited to heavy rail terminals, storage and maintenance facilities and large scale bus terminals, storage and maintenance facilities.

“Transportation terminal” means a facility which serves primarily as a transfer point for changing from one mode of transportation to another.

“Travel trailer” means a vehicular, portable structure built on a chassis and designed to be used for temporary occupancy for travel, recreational or vacation

purposes, or for intermittent road use, but not for permanent residential use. It shall have a visible manufacturer's certification tag showing it to be a travel trailer. A travel trailer is a structure that will not meet the requirements of the building code as adopted by TMC Title 15, and for the purpose of this title, a travel trailer shall not be deemed a mobile home.

"Triplex" means a building designed for and used exclusively for occupancy by three families independent of each other where all three dwelling units are located on the same lot and are completely separated from each other, except for common stairwells or garages.

"Truck stop" or "travel center" means a commercial facility that provides refueling, rest area, day or overnight parking and/or accommodation, maintenance of commercial vehicles, food, and other services for drivers traveling on the interstate highway system for personal, business, commercial, recreational, or other purposes. The vehicles serviced by a truck stop or travel center may include but are not limited to semi-trucks, haulers, recreational vehicles, campers, and automobiles.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2020-003, Amended, 09/15/2020; Ord. O2019-019, Amended, 07/23/2019; Ord. O2019-018, Amended, 04/02/2019; Ord. O2017-007, Amended, 11/05/2018; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O2001-020, Added, 05/07/2002; Ord. O95-035, Amended, 12/19/1995; Ord. 1144, Amended, 01/05/1988; Ord. 883, Added, 05/06/1984. Formerly 18.04.597 – 18.04.620)

Section 7. Section 18.07.010 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.010 Residential zone districts permitted and conditional uses.

If there are any inconsistencies between Table 18.07.010 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

TABLE 18.07.010

RESIDENTIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone							Applicable Regulations
	RSR	SFL	SFM	MFM	MFH	MHP	
Adult family homes, residential care facilities	P	P	P	P	P		18.53

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
Agriculture up to 30 acres in size	P	P	P	P			18.42.070
Animals (the housing, care and keeping of)	P	P	P	P			6.08
Attached wireless communication facilities	P	P	P	P	P		11.20
Bed and breakfasts	C ¹	C ¹	C ¹	P		C ¹	18.56
Cemeteries	C	C	C	C	C	C	18.56
Child day care center	C	C	C	C	C	C	18.56
Churches	C	C	C	C	C	C	18.56
Community garden	P	P	P	P	P		
Cottage housing	P	P	P	P			18.51
Designated manufactured home parks				P			18.48; 18.49
Designated manufactured homes	P	P	P	P		P	18.48
Duplexes	P ²	P ²	P ³	P			
Emergency communication towers or antennas	C	C	C	C	C	C	18.56; 11.20
Family child care home, child mini-day care center	P	P	P	P	P	P	18.52
Fourplexes				P	P		
Group foster homes	C	C	C	C	C	C	18.56
Inpatient facilities				C	C		18.56
Medical clinics or hospitals				C	C		18.56
Mental health facilities				C	C		18.56
Multifamily dwellings				P	P		

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
Manufactured home parks in accordance with the provisions of TMC Chapter 18.48						P	18.48
Mobile home parks which were legally established prior to July 1, 2008						P	18.48
Neighborhood community center	C	C	C	C	C	C	18.56
Neighborhood-oriented commercial center		C	C	C	C	C	18.56
Parks, trails, open space areas and recreational facilities	P	P	P	P	P	P	
<u>Permanent supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Planned unit developments		P	P	P	P		18.36
Private clubs and lodges			C	C	C		18.56
Recreational vehicle parks				C			18.56
Schools	C	C	C	C	C	C	18.56
Senior housing facilities, assisted				C	C		18.56
Senior housing facilities, independent				P	P		
Single-family detached dwellings	P	P	P			P	
Single-family detached dwellings existing prior to April 15, 2021				P ⁴			
Single-family detached dwellings and duplexes as part of a PUD planned unit development overlay					P ⁵		18.36

RESIDENTIAL DISTRICTS Note: See Figure 18.23.020 for residential uses allowed in the TC town center zone district; and Table 18.27.040 for residential uses allowed in the BD brewery district zone	RSR	SFL	SFM	MFM	MFH	MHP	Applicable Regulations
Support facilities	P	P	P	P	P	P	
Temporary expansions of schools, such as portable classrooms	C	C	C	C	C	C	18.56
Townhouses and rowhouses			P ⁶	P	P		18.16.050 (F)(1)(a)
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Triplexes				P	P		
Wildlife refuges and forest preserves	P	P	P	P	P		
Wireless communication towers	C	C	C	C	C	C	11.20; 18.56

LEGEND

P = Permitted Use

C = Conditional Use

RSR = Residential/Sensitive Resource

SFL = Single-Family Low Density Residential

SFM = Single-Family Medium Density Residential

MFM = Multifamily Medium Density Residential

MFH = Multifamily High Density Residential

MHP = Manufactured Home Park

Table 18.07.010 Footnotes:

(1) “Bed and breakfasts” with only one guest room are a permitted use, but are subject to the notice of application requirements in TMC Chapter 14.06 to allow for public notice for neighbors and an appeal of the administrative decision to the hearing examiner.

(2) “Duplexes” are allowed in the residential/sensitive resource (RSR) and single-family low density residential (SFL) zone districts. Such uses shall not occupy more

than twenty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(3) “Duplexes” are allowed in the single-family medium density residential (SFM) zone district. Such uses shall not occupy more than thirty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas.

(4) Single-family detached dwellings constructed after April 15, 2021, are not allowed in the multifamily medium density residential (MFM) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.

(5) Single-family detached dwellings and duplexes are not allowed in the multifamily high density residential (MFH) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.

(6) “Townhouses and rowhouses” are allowed within a residential planned unit development in the single family medium density residential (SFM) zone district.

Table 18.07.010 Explanatory Notes:

1. If the box is shaded, the use is not allowed in that zone district.
2. Accessory uses are listed in each zoned district chapter.

(O2020-005, Amended, 03/16/2021; Ord. O2020-003, Amended, 09/15/2020; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Added, 07/18/2017)

Section 8. Section 18.07.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.020 Commercial zone districts permitted and conditional uses.

If there are any inconsistencies between Table 18.07.020 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

TABLE 18.07.020

COMMERCIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Adult family homes, residential care facilities	P	P	P	P	P	P	P	18.53
Animal clinics or hospitals	C		C	C	P			18.56
Appliance equipment repair/sales					P			
Attached wireless communication facilities	P	P	P		P		P	11.20
Auto repair facility					P			
Automobile service stations			C ²		P		C	18.56
Breweries, wineries, distilleries				P	P	P	P	
Centers for senior citizens, youth, general community and similar groups	P	P	P	P	P	P	P	
Child day care center	P	P	P	P	P	P	P	18.52
Child mini-day care center	P	P	P	P	P	P	P	18.52
Churches		C	C	P	P		C	18.56
Civic center complex		P	P	P	P		P	
Community center		P					P	
Community gardens	P	P	P	P	P	P	P	
Convalescent centers, rest homes, nursing homes			P	P	P			
Cottage housing			P					18.51
Crematories								
Dance clubs				P				18.21.030

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Electric vehicle infrastructure	P	P	P	P	P	P	P	
Emergency communication towers or antennas		C	C		C		C	18.56
<u>Emergency housing</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
<u>Emergency shelter</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Entertainment facility		P	P	P	P		P	
Equipment rental and sales facility					P			
Existing uses, legally established prior to adoption	P	P	P			P		
Family child care home	P	P	P	P	P	P	P	18.52
Farmers markets	P	P	P	P	P	P	P	
Fish hatcheries, associated appurtenances, and related interpretive centers						P		
Food truck or trailer courts	P	P	P	P	P	P	P	18.42.120
Food trucks or trailers	P	P	P	P	P	P	P	18.42.120
Freestanding wireless communication facilities		C	C		C			11.20; 18.56
Group foster homes	C	P	P	P	P		P	18.56
High-rise residential (five stories or more)				P	C			18.21
Inpatient facilities	C		C	C	C			18.56
Kennels					C			18.56
Library, museum, art gallery	P	P	P	P	P	P	P	
Manufacturing, assembly, processing and/or fabrication								

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
activities entirely within a building and ancillary to primary office use (less than 25 percent of building)								
Marijuana retailer				P	P			18.42.080
Medical clinics	P		P	P	P		P	
Mental health facilities	C		C	C	C			18.56
Mini-storage					C			18.56
Mixed use structures	P ³		P	P	P		P	
Motels, hotels			P	P	P	P	P	
Motor vehicle sales facilities					P			18.42.090
Motorsports sales facility					P			18.22.020
Movie theaters, playhouses and similar performance and assembly facilities				P	P		P	
Multifamily dwellings			P			P		
Multifamily dwellings (three or four stories)					P			18.22.020
Nurseries, retail			P	C	P			18.56; 18.21.050
Offices	P	P	P	P	P	P	P	
Parcel delivery facility		P						
Park and ride lots		P	C	P	P			18.56; 18.21.030(DD)
Parking lots, parking structures		P	C	P & C	P	P	P	18.19.020(R); 18.56; 18.21.030; 18.21.050

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Parks and open space areas	P	P	P	P	P	P	P	
<u>Permanent supportive housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Personal and professional services		P	P	P	P	P	P	
Personal and professional services or sales	P						P	
Planned unit developments	P	P	P	P	P		P	18.36
Post office	P	P	P	P	P	P	P	
Prisons, jails and other correctional facilities		C			C			18.56
Private clubs and lodges		C	P	P	P		P & C	18.56
Private post-secondary educational facilities				C	C			
Recreational facilities	P ⁴	P	P	P	P	P	P	
Recreational vehicle park					P			
Residential uses	P ⁵		P	P			P	18.20.030; 18.21.060; 18.23.020
Restaurants		P	P ⁶	P	P	P	P	
Restaurants (without drive-in windows)	P ⁷		P ⁸				P	
Retail sales			P	P	P	P	P	
Retail sales (no more than 3,000 square feet) (6:00 a.m. – 10:00 p.m.)	P						P	

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Retail sales (no more than 3,000 square feet) (10:00 p.m. – 6:00 a.m.)	C						P	18.56
Retail sales (no more than 15,000 square feet)		P					P	
Riding academies					P			
Schools	C	P	C	P	C ⁹	P	P	18.56
Senior housing facilities, assisted	C		P	P	P		P	18.56
Senior housing facilities, independent	P		P	P	P		P	
Sewage treatment facilities								18.56
State education facilities		C	C	C	C		C	18.56
Support facilities	P	P	P	P	P	P	P	
Taverns, cocktail lounges	C ¹⁰	P	P	P	P	P	P	
Temporary expansions of schools, such as portable classrooms	P	P	P	P	P	P	P	
<u>Transitional housing</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>18.42.150</u>
Transportation facilities, large scale state or regional		C			C			18.56
Transportation terminals					C		C	18.56
Used motor oil recycling collection point			P		P			
Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment entirely within a building						P		

COMMERCIAL DISTRICTS Note: See Figure 18.23.020 for commercial uses allowed in the TC town center zone district; and Table 18.27.040 for commercial uses allowed in the BD brewery district zone	NC	CS	MU	CBC	GC	HC	TC ¹	Applicable Regulations
Wildlife refuges and forest preserves		P				P		

LEGEND

P = Permitted Use

C = Conditional Use

NC = Neighborhood Commercial

CS = Community Services

MU = Mixed Use

CBC = Capitol Boulevard Community

GC = General Commercial

HC = Historic Commercial

TC = Town Center

Table 18.07.020 Footnotes:

- (1) See TMC 18.23.020 for specific requirements for uses in the Town Center subdistricts.
- (2) Automobile service stations are a conditional use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW where the use is prohibited.
- (3) Mixed use structures subject to the size limitations for individual uses and TMC 18.18.050(D) and the density requirements for residential use in the neighborhood commercial (NC) zone district.
- (4) Recreational facilities occupying no more than three thousand square feet in floor area in the neighborhood commercial (NC) zone district.
- (5) Multifamily residential use as part of a mixed use development is allowed with a minimum density of four dwelling units per net acre and a maximum density of eight dwelling units per net acre, which is calculated by averaging the densities of all of the different types of housing provided within the development in

accordance with TMC 18.14.050(B), excluding the area of the building and parking associated with the commercial development.

(6) Restaurants are a permitted use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW. In that location, restaurants without drive-through windows are allowed, but restaurants with drive-through windows are prohibited.

(7) Restaurants without drive-in windows occupying no more than three thousand square feet in floor area and drive-through espresso stands/coffee shops occupying no more than five hundred square feet in floor area in the neighborhood commercial (NC) zone district.

(8) Restaurants (without drive-through windows) are a permitted use for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW.

(9) Except temporary expansions of schools, such as portable classrooms.

(10) Taverns, cocktail lounges occupying no more than three thousand square feet in floor area in the neighborhood commercial (NC) zone district.

Table 18.07.020 Explanatory Notes:

1. If the box is shaded, the use is not allowed in that zone district.
2. Accessory uses are listed in each zoned district chapter.

(O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-029, Amended, 01/15/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-024, Amended, 01/16/2018; Ord. O2017-017, Amended, 09/19/2017; Ord. O2017-006, Added, 07/18/2017)

Section 9. Section 18.07.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.030 Industrial zone districts permitted and conditional uses.

If there are any inconsistencies between Table 18.07.030 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

TABLE 18.07.030

INDUSTRIAL ZONE DISTRICTS PERMITTED AND CONDITIONAL USES

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Agriculture	P		P	

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
All industrial activities involving the manufacture, assembly, bulk storage, processing, repair, recycling or servicing of goods or products		P		
Animal clinics or hospitals	P	C		18.56
Attached wireless communication facilities	P	P	P	11.20
Automobile repair facilities	P		P	
Automobile service stations	P	P	P	
Aviation, aviation related uses, aviation fueling facilities			P	18.34.020(A); 18.34.020(F)
Breweries, wineries, distilleries, and associated restaurants	P		P	
Cemeteries	C	C		18.56
Child day care center	P	C	P	18.52; 18.56
Child mini-day care center	P	C	P	18.52
Community gardens	P	P	P	
Crematories	P	P	P	
Cross-dock facilities, 50,000 square feet or smaller in size	P	P	P	
Electric vehicle infrastructure	P	P	P	
Emergency communication towers or antennas	C	C	C	18.56
<u>Emergency housing</u>			<u>P</u>	<u>18.42.150</u>
<u>Emergency shelter</u>			<u>P</u>	<u>18.42.150</u>
Energy systems			P	
Equipment rental and sales	P	P	P	
Family child care home	P	C		18.52; 18.56
Farmers markets	P	P	P	
Food truck or trailer courts	P	P	P	18.42.120
Food trucks or trailers	P	P	P	18.42.120

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Hotel/motel and conference facilities			P	
Kennels	P		P	
Marijuana retailer	P		P	18.42.080
Marijuana processor, within a fully enclosed secure indoor structure only	C		C	18.42.080
Marijuana producer, within a fully enclosed secure indoor structure only	C		C	18.42.080
Mineral extraction		P		
Mini-storage	P		P	
Motor freight terminals, 50,000 square feet or smaller in size	P	P	P	
Motor pool and equipment parking	P		P	
Motor vehicle sales facilities	P		P	18.42.090
Motorsports facility – Indoor	P		P	
Motorsports sales facility	P		P	
Nurseries, retail or wholesale	P		P	18.24.020(P)
Offices	P		P	
Off-site hazardous waste treatment and storage facilities	P	P	C	18.24.020(L); 18.56
Park and ride facilities	P	P	P	
Parks, open space areas and recreational facilities	P	C	P	18.56
<u>Permanent supportive housing</u>			<u>P</u>	<u>18.42.150</u>
Personal and professional services	P		P	
Planned unit developments not including residential uses	P	P		18.36
Post offices, museum, library, art gallery	P		P	
Prisons, jails or other correctional facilities	C	C	C	18.56
Private post-secondary education facilities			C	18.56

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Recycling collection centers	C	P		18.25.020(A); 18.56
Residential care facilities	P		P	18.34.020(O)
Restaurants	P		P	
Retail sale of goods or products manufactured on the premises, or utilized in manufacturing, repairing, or servicing activities which are permitted in the same zoning district		P	P	
Schools, other than through the eighth grade	P			
Schools on parcels abutting residential zones and outside of air hazard areas			P	
Secure community transition facilities	C			18.56
Sewage treatment facilities	C	C	C	18.56
Sexually oriented businesses	P		P	18.04; 18.42.050
Solid waste handling facilities	C	C	C	18.56
State education facilities	C		C	18.56
Storage, manufacture or sale of highly volatile or extremely hazardous substances or materials other than airport fueling facilities			C	18.56
Support facilities	P	P	P	
Taverns, cocktail lounges	P			
Temporary expansions of schools, such as portable classrooms	P		P	
The raising of crops, including trees			P	18.34.020(J)
Transit facilities	P		P	
<u>Transitional housing</u>			<u>P</u>	<u>18.42.150</u>
Transportation facilities, large scale or regional	C	C	C	18.56
Transportation terminal facilities	P	P	P	
Truck stops or travel centers ³	P ³			

INDUSTRIAL DISTRICTS Note: See Table 18.27.040 for industrial uses allowed in the BD brewery district zone	LI	HI	ARI	Applicable Regulations
Uses having to do with buying, selling, and personal and professional services or offices, or of a general commercial nature	P			
Warehouse distribution centers ⁴	P		P	18.42.110
Warehouses, nondistribution, 200,000 sq. ft. or smaller in size	P	P	P	
Warehouses, nondistribution, larger than 200,000 sq. ft. in size ⁴	P		P	18.42.110
Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment	P	P	P	
Wildlife refuges and forest preserves	P		P	
Wireless communication towers	P	P	P	11.20
Wrecking yards and junk yards		C		18.56

LEGEND

P = Permitted Use

C = Conditional Use

LI = Light Industrial

HI = Heavy Industrial

ARI = Airport Related Industrial

Table 18.07.030 Explanatory Notes:

1. If the box is shaded, the use is not allowed in that zone district.
2. Accessory uses are listed in each zoned district chapter.
3. Truck stops or travel centers are limited to an area within one-half mile of the Interstate 5 and 93rd Avenue SW interchange.
4. All warehouse distribution centers regardless of size and nondistribution warehouses that are larger than 200,000 sq. ft. in size are subject to the requirements of TMC 18.42.110.

(O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2019-019, Amended, 07/23/2019; Ord. O2019-018, Amended, 04/02/2019; Ord.

O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2017-006, Added, 07/18/2017)

Section 10. Section 18.07.040 of the Tumwater Municipal Code is hereby amended to read as follows:

18.07.040 Greenbelt/open space zone districts permitted and conditional uses.

If there are any inconsistencies between Table 18.07.040 and the specific requirements in the underlying zoning district, the requirements in the underlying zoning district shall be followed.

**TABLE 18.07.040
GREENBELT/OPEN SPACE ZONE DISTRICTS PERMITTED AND
CONDITIONAL USES**

GREENBELT/OPEN SPACE DISTRICTS	GB	OS	Applicable Regulations
Agricultural uses subject to the requirements of TMC Chapter 16.08 and the drainage design and erosion control manual for Tumwater	P	P	16.08
Camp facilities		P	
Campgrounds, recreational vehicle parks		C	
Cemeteries, located outside of the one-hundred-year floodplain, subject to the standards in TMC Chapter 18.56		P	18.56
Community gardens		P	
Farmers markets		P	
Fish hatcheries, associated appurtenances, and related interpretive centers		P	
Food trucks or trailers		P	18.42.120
Golf courses		P	
Parks and other related active and passive recreation facilities		P	
Passive recreation facilities	P		
<u>Permanent supportive housing in a residence existing prior to January 1, 1996</u>		<u>P</u>	<u>18.42.150</u>
<u>Permanent supportive housing in a residence existing prior to the adoption of TMC 18.30</u>	<u>P</u>		<u>18.30; 18.42.150</u>

GREENBELT/OPEN SPACE DISTRICTS	GB	OS	Applicable Regulations
<u>Permanent supportive housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres</u>	<u>C</u>	<u>C</u>	<u>18.42.150; 18.56</u>
Residences existing prior to January 1, 1996		P	
Residences existing prior to the adoption of TMC 18.30	P		18.30
Single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres	C	C	
Structures as an accessory use to agricultural uses	C		
Support facilities		P	
Temporary research and education facilities related to water-dependent wetland oriented research and education	P		
Trails	P		
<u>Transitional housing in a residence existing prior to January 1, 1996</u>		<u>P</u>	<u>18.42.150</u>
<u>Transitional housing in a residence existing prior to the adoption of TMC 18.30</u>	<u>P</u>		<u>18.30; 18.42.150</u>
<u>Transitional housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres</u>	<u>C</u>	<u>C</u>	<u>18.42.150; 18.56</u>
Utility support facilities	P		
Wells and wellfields	P		
Wildlife and nature preserves	P	P	

LEGEND

P = Permitted Use

C = Conditional Use

GB = Greenbelt

OS = Open Space

Table 18.07.040 Explanatory Notes:

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1. If the box is shaded, the use is not allowed in that zone district.
 2. Accessory uses are listed in each zoned district chapter.
- (O2019-020, Amended, 11/19/2019; Ord. O2017-006, Added, 07/18/2017)

Section 11. Section 18.08.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.08.020 Permitted uses.

Permitted uses in the RSR zone district are as follows:

- A. Single-family detached dwellings;
- B. Duplexes. Such uses shall not occupy more than twenty percent of the total lots in a new short plat or subdivision which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas;
- C. Cottage housing;
- D. Designated manufactured homes on single lots of record, in accordance with the provisions of TMC Chapter 18.48;
- E. Parks, trails, open space areas, and other related passive recreation facilities;
- F. Wildlife refuges and forest preserves;
- G. Support facilities;
- H. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;
- I. Adult family homes, residential care facilities;
- J. The housing, care and keeping of animals consistent with the requirements of TMC Chapter 6.08;
- K. Agriculture up to thirty acres in size, subject to TMC 18.42.070;
- L. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- M. Community gardens;
- N. Permanent supportive housing, subject to 18.42.150;
- O. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for

wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2005-011, Amended, 07/05/2005; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Amended, 12/19/1995; Ord. O95-014, Added, 07/18/1995)

Section 12. Section 18.08.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.08.030 Accessory uses.

Accessory uses in the RSR zone district are as follows:

- A. Structures for the storage of equipment and/or produce, including but not limited to greenhouses, barns, toolsheds, and storage sheds, subject to TMC 18.42.015;
- B. Detached garages or carports, subject to TMC 18.42.015;
- C. Home occupations, subject to TMC 18.42.030;
- D. Noncommercial recreational structures which could include swimming pools and recreational ball courts;
- E. Energy systems;
- F. Accessory dwelling units, provided they meet the requirements of TMC 18.42.010;
- G. Accessory wireless communication antenna;*
- H. Electric vehicle infrastructure;
- I. Accessory buildings or structures to a permitted use on a contiguous lot or lots under the same ownership within the same zone district;
- J. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2017-006, Amended, 07/18/2017; Ord.

O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Amended, 12/19/1995; Ord. O95-014, Added, 07/18/1995)

Section 13. Section 18.10.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.10.020 Permitted uses.

Permitted uses in the SFL district are as follows:

- A. Single-family detached dwellings;
- B. Cottage housing;
- C. Designated manufactured homes on single lots of record, in accordance with the provisions of TMC Chapter 18.48;
- D. Parks, trails, open space areas, and recreational facilities;
- E. Support facilities;
- F. Planned unit developments;
- G. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;
- H. Adult family homes, residential care facilities;
- I. Duplexes. Such uses shall not occupy more than twenty percent of the total lots in a new short plat or subdivision, which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas;
- J. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- K. Agriculture up to thirty acres in size, subject to TMC 18.42.070;
- L. Community gardens;
- M. The housing, care and keeping of animals consistent with the requirements of TMC Chapter 6.08;
- N. Wildlife refuges and forest preserves;
- O. Permanent supportive housing, subject to 18.42.150;
- P. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for

wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O2005-011, Amended, 07/05/2005; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 14. Section 18.10.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.10.030 Accessory uses.

Accessory uses in the SFL district are as follows:

- A. Storage sheds, toolsheds, greenhouses, subject to TMC 18.42.015;
- B. Detached garages or carports, subject to TMC 18.42.015;
- C. Home occupations, subject to TMC 18.42.030;
- D. Noncommercial recreational structures, which could include but are not limited to swimming pools and recreational ball courts;
- E. Energy systems;
- F. Accessory dwelling unit, in accordance with the provisions of TMC 18.42.010;
- G. Accessory wireless communication antenna;*
- H. Electric vehicle infrastructure;

I. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 15. Section 18.12.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.12.020 Permitted uses.

Permitted uses in the SFM district are as follows:

- A. Single-family detached dwellings;
- B. Townhouses and rowhouses, within a residential planned unit development;
- C. Duplexes. Such uses shall not occupy more than thirty percent of the total lots in a new short plat or subdivision which was legally established after April 15, 2021. In such cases, the community development director shall have the discretion to alter the percentage in order to allow the new short plat or subdivision to meet minimum required densities due to topography or other special conditions related to the site, such as critical areas;
- D. Cottage housing;
- E. Designated manufactured homes on single lots of record, in accordance with the provisions of TMC Chapter 18.48;
- F. Parks, trails, open space areas, and recreational facilities;
- G. Support facilities;
- H. Planned unit developments;
- I. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;
- J. Adult family homes, residential care facilities;
- K. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- L. Agriculture up to thirty acres in size, subject to TMC 18.42.070;
- M. Community gardens;
- N. The housing, care and keeping of animals consistent with the requirements of TMC Chapter 6.08;
- O. Wildlife refuges and forest preserves;
- P. Permanent supportive housing, subject to 18.42.150;
- Q. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O2005-011, Amended, 07/05/2005; Ord. O2000-004, Amended, 07/18/2000; Ord.

O98-009, Amended, 10/20/1998; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 16. Section 18.12.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.12.030 Accessory uses.

Accessory uses in the SFM district are as follows:

- A. Storage sheds, toolsheds, greenhouses, subject to TMC 18.42.015;
- B. Detached garages or carports, subject to TMC 18.42.015;
- C. Home occupations, subject to TMC 18.42.030;
- D. Noncommercial recreational structures, which could include but are not limited to swimming pools and recreational ball courts;
- E. Energy systems;
- F. Accessory dwelling unit, in accordance with the provisions of TMC 18.42.010;
- G. Accessory wireless communication antenna;*
- H. Electric vehicle infrastructure;

I. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 17. Section 18.14.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.14.020 Permitted uses.

Permitted uses in the MFM district are as follows:

- A. Single-family detached dwellings which were legally established prior to April 15, 2021;*
- B. Duplexes;

- C. Triplexes;
- D. Fourplexes;
- E. Townhouses and rowhouses;
- F. Multifamily dwellings;
- G. Cottage housing;
- H. Designated manufactured homes on single lots of record, and in designated manufactured home parks, in accordance with the provisions of TMC Chapter 18.48;
- I. Designated manufactured home parks;
- J. Senior housing facilities, independent;
- K. Parks, trails, open space areas, and recreational facilities;
- L. Support facilities;
- M. Planned unit developments;
- N. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;
- O. Adult family homes, residential care facilities;
- P. Any combination of the permitted uses listed in this section may be combined on one site, in accordance with the provisions of TMC 18.14.050;
- Q. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;**
- R. Bed and breakfasts;
- S. Agriculture uses up to thirty acres in size which were established prior to January 1, 2011, subject to TMC 18.42.070;
- T. Community gardens;
- U. The housing, care and keeping of animals consistent with the requirements of TMC Chapter 6.08;
- V. Wildlife refuges and forest preserves;
- W. Permanent supportive housing, subject to 18.42.150;
- X. Transitional housing, subject to 18.42.150.

*Single-family detached dwellings constructed after April 15, 2021, are not allowed in the multifamily medium density residential (MFM) zone district, except as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district.

****Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.**

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2020-003, Amended, 09/15/2020; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O2005-011, Amended, 07/05/2005; Ord. O2001-012, Amended, 03/19/2002; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 18. Section 18.14.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.14.030 Accessory uses.

Accessory uses in the MFM district are as follows:

- A. Storage sheds, toolsheds, greenhouses;
- B. Private parking garages or carports;
- C. Home occupations, subject to TMC 18.42.030;
- D. Noncommercial recreational structures, which could include but are not limited to swimming pools and recreational ball courts;
- E. Energy systems;
- F. Accessory dwelling unit, in accordance with the provisions of TMC 18.42.010;
- G. Boardinghouses and roominghouses;
- H. Neighborhood community center;
- I. Accessory wireless communication antenna;*
- J. Electric vehicle infrastructure;

K. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2010-029, Amended, 06/07/2011; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-015, Amended, 09/07/2010; Ord.

O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 19. Section 18.16.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.16.020 Permitted uses.

Permitted uses in the MFH district are as follows:

- A. Single-family detached dwellings and duplexes are permitted only as part of a PUD planned unit development overlay as regulated by TMC Chapter 18.36 if the site to be developed has more than one zone district;
- B. Triplexes;
- C. Fourplexes;
- D. Multifamily dwellings;
- E. Parks, trails, open space areas, and recreational facilities;
- F. Support facilities;
- G. Planned unit developments;
- H. Family child care home; child mini-day care center, subject to TMC Chapter 18.52;
- I. Adult family homes, residential care facilities;
- J. Senior housing facilities, independent;
- K. Any combination of the permitted uses listed in this section may be combined on one site, in accordance with the provisions of TMC 18.16.050;
- L. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- M. Townhouses and rowhouses;
- N. Community gardens;
- O. Wildlife refuges and forest preserves;
- P. Permanent supportive housing, subject to 18.42.150;
- Q. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord.

O2011-002, Amended, 03/01/2011; Ord. O2010-005, Amended, 09/07/2010; Ord. O98-001, Amended, 09/15/1998; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 20. Section 18.16.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.16.030 Accessory uses.

Accessory uses in the MFH district are as follows:

- A. Storage sheds, toolsheds, greenhouses;
- B. Private parking garages or carports;
- C. Home occupations, as approved by the director of community development;
- D. Noncommercial recreational structures, which could include but are not limited to swimming pools and recreational ball courts;
- E. Energy systems;
- F. Accessory dwelling unit, in accordance with the provisions of TMC 18.42.010, where there is an existing single-family dwelling unit, which was legally established prior to January 1, 1996;
- G. Boardinghouses and roominghouses;
- H. Neighborhood community center;
- I. Accessory wireless communication antenna;*
- J. Electric vehicle infrastructure;
- K. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2011-002, Amended, 03/01/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 21. Section 18.18.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.18.020 Permitted uses.

Permitted uses in the NC district are as follows:

- A. Personal services;
- B. Professional services;
- C. Recreational facilities occupying no more than three thousand square feet in floor area;
- D. Support facilities;
- E. Post office, library, museum, art gallery;
- F. Parks and open space areas;
- G. Planned unit development;
- H. Retail sales occupying no more than three thousand square feet in floor area and for which operating hours are limited to between 6:00 a.m. and 10:00 p.m.;
- I. Medical clinics;
- J. Child day care center, child mini-day care center;
- K. Adult family homes, residential care facilities;
- L. All uses which were legally established prior to January 1, 1996, except where there is a cessation of the use for three or more years;
- M. Restaurants without drive-in windows occupying no more than three thousand square feet in floor area;
- N. Offices;
- O. Family child care homes;
- P. Mixed use structures subject to the size limitations for individual uses and TMC 18.18.050(D) and the density requirements for residential use in the NC district found in subsection W of this section;
- Q. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- R. Electric vehicle infrastructure;
- S. Community gardens;
- T. Farmers markets;
- U. Centers for senior citizens, youth, general community and similar groups;
- V. Temporary expansions of schools, such as portable classrooms;
- W. Multifamily residential use as part of a mixed use development with a minimum density of four dwelling units per net acre and a maximum density of eight dwelling units per net acre, which is calculated by averaging the densities of all of the different types of housing provided within the development in accordance

with TMC 18.14.050(B), excluding the area of the building and parking associated with the commercial development;

X. Drive-through espresso stands/coffee shops occupying no more than five hundred square feet in floor area;

Y. Food trucks or trailers in accordance with TMC 18.42.120;

Z. Food truck or trailer courts in accordance with TMC 18.42.120.

AA. Senior housing facilities, independent;

BB. Permanent supportive housing, subject to 18.42.150;

CC. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-029, Amended, 01/15/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O97-019, Amended, 06/17/1997; Ord. O95-035, Added, 12/19/1995)

Section 22. Section 18.19.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.19.020 Permitted uses.

Uses permitted in the CS district are as follows:

- A. General offices, personal and professional services;
- B. Schools;
- C. Community center;
- D. Parks and open space areas;
- E. Personal and professional services;
- F. Entertainment facilities;
- G. Recreational facilities;
- H. Post office, parcel delivery facility;
- I. Museum, library, art gallery;
- J. Child day care center; child mini-day care center;
- K. Group foster homes;
- L. Support facilities;

- M. Family child care home;
- N. General retail sales limited to fifteen thousand square feet or less;
- O. Planned unit development;
- P. Restaurants;
- Q. Parking structures;
- R. Parking lots as separate, primary uses are permitted. The proposed parking lot shall exclusively serve specifically identified uses in or adjacent to the district to accommodate shared employee or customer parking or off-site employee parking. The uses served by the lot may change over time. Parking lots are prohibited on corner lots;
- S. Park and ride lots;
- T. All uses which were legally established prior to January 1, 1997, except where there is a cessation of the use for three or more years;
- U. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- V. Adult family homes, residential care facilities;
- W. Electric vehicle infrastructure;
- X. Community gardens;
- Y. Farmers markets;
- Z. Centers for senior citizens, youth, general community and similar groups;
- AA. Civic center complex;
- BB. Taverns, cocktail lounges;
- CC. Wildlife refuges and forest preserves;
- DD. Temporary expansions of schools, such as portable classrooms;
- EE. Food trucks or trailers in accordance with TMC 18.42.120;
- FF. Food truck or trailer courts in accordance with TMC 18.42.120;
- GG. Permanent supportive housing, subject to 18.42.150;
- HH. Transitional housing, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord.

O2010-015, Amended, 09/07/2010; Ord. O2001-020, Amended, 05/07/2002; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 23. Section 18.19.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.19.030 Accessory uses.

Accessory uses in the CS district are as follows:

- A. Off-street parking and loading areas;
- B. Home occupations, as approved by the director of community development;
- C. Preschool childcare facilities;
- D. Noncommercial recreational structures, which could include swimming pools and recreational ball courts;
- E. Energy systems;
- F. Storage, if less than fifty percent of the gross floor area of the primary structure;
- G. On-site hazardous waste treatment and storage facilities;~~and~~
- H. Accessory wireless communication antenna~~;~~.*

I. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2011-002, Amended, 03/01/2011; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Amended, 12/19/1995; Ord. 1230, Added, 11/20/1990)

Section 24. Section 18.20.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.20.030 Permitted uses.

Uses permitted in the mixed use district are as follows:

- A. Professional services;
- B. Retail sales;

- C. General offices;
- D. Support facilities;
- E. Parks, open space areas and recreational facilities;
- F. Restaurants;*
- G. Restaurants (without drive-through windows);**
- H. Post offices;
- I. Motels, hotels;
- J. Planned unit development (PUD) (see TMC Chapter 18.36);
- K. Medical clinics;
- L. Child day care center; child mini-day care center;
- M. Adult family homes, residential care facilities;
- N. Group foster homes;
- O. Private clubs and lodges;
- P. Family child care home;
- Q. All residential uses, provided the minimum density standards in TMC 18.20.060 are met;
- R. Personal services;
- S. Used motor oil recycling collection point;
- T. Nurseries, retail;
- U. Museum, library, art gallery;
- V. All uses not permitted which were legally established prior to January 1, 1996, except where there is a cessation of the use for three or more years;
- W. Civic center complex;
- X. Centers for senior citizens, youth, general community and similar groups;
- Y. Entertainment facilities;
- Z. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;***
- AA. Senior housing facilities, independent and assisted;
- BB. Electric vehicle infrastructure;
- CC. Community gardens;
- DD. Farmers markets;
- EE. Animal clinics or hospitals;

- FF. Churches;
- GG. Civic center complex;
- HH. Convalescent centers, rest homes, nursing homes;
- II. Taverns, cocktail lounges;
- JJ. Temporary expansions of schools, such as portable classrooms;
- KK. Food trucks or trailers in accordance with TMC 18.42.120;
- LL. Food truck or trailer courts in accordance with TMC 18.42.120;
- MM. Cottage housing;
- NN. Permanent supportive housing, subject to 18.42.150;
- OO. Transitional housing, subject to 18.42.150;
- PP. Emergency housing, subject to 18.42.150;
- QQ. Emergency shelter, subject to 18.42.150.

*Restaurants are a permitted use for all parcels in the mixed use (MU) zone district in the city, except for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW. In that location, restaurants without drive-through windows are allowed, but restaurants with drive-through windows are prohibited.

**Restaurants (without drive-through windows) are a permitted use for those parcels in the mixed use (MU) zone district located on the north side of Israel Road SW between Littlerock Road SW and Tyee Drive SW.

***Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-024, Amended, 01/16/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2000-004, Amended, 07/18/2000; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 25. Section 18.20.040 of the Tumwater Municipal Code is hereby amended to read as follows:

18.20.040 Accessory uses.

Accessory uses in the mixed use district are as follows:

- A. On-site hazardous waste treatment and storage facilities;

- B. Cocktail lounges as an accessory use to restaurants;
- C. All uses customarily accessory to permitted uses;
- D. Home occupation, as approved by director of community development;
- E. Accessory wireless communication antenna;.*

F. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas, wireless communication facilities, and building heights greater than fifty feet are subject to Federal Aviation Administration (FAA) standards and approval if they apply, and furthermore emergency communication towers and antennas and wireless communication facilities are also subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2011-002, Amended, 03/01/2011; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 26. Section 18.21.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.21.030 Permitted uses.

Uses permitted in the Capitol Boulevard Community zone district are as follows:

- A. Professional services;
- B. Retail sales;
- C. General offices;
- D. Support facilities;
- E. Parks, open space areas and recreational facilities;
- F. Restaurants, taverns, cocktail lounges, brew pubs and similar dining and drinking establishments;
- G. Post offices;
- H. Motels, hotels;
- I. Planned unit development (PUD) (see TMC Chapter 18.36);
- J. Medical clinics;
- K. Child day care center, child mini-day care center;
- L. Adult family homes, residential care facilities;

- M. Group foster homes;
- N. Private clubs and lodges;
- O. Family child care home;
- P. All residential uses, provided the minimum density standards in TMC 18.21.060 are met;
- Q. Personal services;
- R. Schools;
- S. Churches, synagogues, mosques and similar places of worship;
- T. Library, museum, art gallery and similar institutions;
- U. All uses not permitted which were legally established prior to January 1, 2013, except where there is a cessation of the use for two or more years. A legal nonconforming use, established prior to January 1, 2013, that is required to relocate under threat of eminent domain shall be allowed as a permitted use consistent with this subsection;
- V. Civic center complex;
- W. Centers for senior citizens, youth, general community and similar groups;
- X. Entertainment facilities;
- Y. Senior housing facilities, independent and assisted;
- Z. Electric vehicle infrastructure;
- AA. Community gardens;
- BB. Farmers markets;
- CC. Dance clubs, provided they are located north of Lee Street;
- DD. Detached parking structures;
- EE. Movie theaters, playhouses and similar performance and assembly facilities;
- FF. Marijuana retailers;
- GG. Breweries, wineries, distilleries;
- HH. Animal clinics or hospitals;
- II. Centers for senior citizens, youth, general community and similar groups;
- JJ. Convalescent centers, rest homes, nursing homes;
- KK. Temporary expansions of schools, such as portable classrooms;
- LL. Food trucks or trailers in accordance with TMC 18.42.120;
- MM. Food truck or trailer courts in accordance with TMC 18.42.120;
- NN. Permanent supportive housing, subject to 18.42.150;

OO. Transitional housing, subject to 18.42.150;

PP. Emergency housing, subject to 18.42.150;

RR. Emergency shelter, subject to 18.42.150.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2013-025, Added, 01/07/2014)

Section 27. Section 18.21.040 of the Tumwater Municipal Code is hereby amended to read as follows:

18.21.040 Accessory uses.

Accessory uses in the Capitol Boulevard Community zone district are as follows:

- A. All uses customarily accessory to permitted uses;
- B. Home occupation, as approved by the community development director;
- C. Accessory parking structures;
- D. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

(Ord. O2013-025, Added, 01/07/2014)

Section 28. Section 18.22.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.22.020 Permitted uses.

Uses permitted in the GC district are as follows:

- A. Professional services;
- B. General retail sales;
- C. General offices;
- D. Appliance equipment repair;
- E. Support facilities;
- F. Parks and open space areas;
- G. Recreational facilities;
- H. Restaurants;
- I. Automobile service stations including car washes;
- J. Post offices;

- K. Motels, hotels;
- L. Planned unit developments (PUD);
- M. Medical clinics;
- N. Child day care center, child mini-day care center;
- O. Adult family homes, residential care facilities;
- P. Group foster homes;
- Q. Private clubs and lodges;
- R. Family child care home;
- S. Mixed use structures;
- T. Multifamily residential structures consisting of a minimum of three and a maximum of four stories on sites within one-quarter mile of a degree-granting state education facility. A minimum density of fourteen dwelling units per acre shall be provided. Calculation of density is based on the portion of the site devoted to residential and associated uses (e.g., dwelling units; private community clubs; open space; stormwater detention, treatment and infiltration). The following land is excluded from density calculations:
 - 1. Land that is required to be dedicated for public use as open space, right-of-way, or land on which development is prohibited by TMC Title 16, Environment, and land that is to be used for private roads. Provided, that portion of park and open space areas that consists of stormwater facilities and that is designed for active and/or passive recreational purposes in accordance with the drainage design and erosion control manual for Tumwater shall not be excluded from density calculations.
 - 2. Land that consists of lots devoted to uses other than residential and associated uses, including but not limited to churches, schools, and support facilities (except for stormwater detention, treatment and infiltration facilities);
- U. Personal services;
- V. Used motor oil recycling collection point;
- W. Parking lots as separate, primary uses are permitted. The proposed parking lot shall exclusively serve specifically identified uses in or adjacent to the district to accommodate shared employee or customer parking or off-site employee parking. The uses served by the lot may change over time;
- X. Parking structures;
- Y. Park and ride lots;
- Z. Museum, library, art gallery;
- AA. Recreational vehicle parks;
- BB. Riding academies;

- CC. Entertainment facilities;
- DD. Nurseries, retail;
- EE. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*
- FF. Equipment rental and sales facilities;
- GG. Motorsports sales facility, provided outdoor displays or visible storage of vehicles does not cover an area larger than ten percent of the gross floor area of the facility;
- HH. Electric vehicle infrastructure;
- II. Community gardens;
- JJ. Farmers markets;
- KK. Marijuana retailer;
- LL. Motor vehicle sales facilities located west of Interstate 5 and south of Bishop Road subject to the requirements set forth in TMC 18.42.090;
- MM. Breweries, wineries, distilleries;
- NN. Auto repair facilities;
- OO. Churches;
- PP. Temporary expansions of schools, such as portable classrooms;
- QQ. Animal clinics or hospitals;
- RR. Convalescent centers, rest homes, nursing homes;
- SS. Movie theaters, playhouses and similar performance and assembly facilities;
- TT. Senior housing facilities, independent and assisted;
- UU. Taverns, cocktail lounges;
- VV. Food trucks or trailers in accordance with TMC 18.42.120;
- WW. Food truck or trailer courts in accordance with TMC 18.42.120;
- XX. Permanent supportive housing, subject to 18.42.150;
- YY. Transitional housing, subject to 18.42.150;
- ZZ. Emergency housing, subject to 18.42.150;
- AAA. Emergency shelter, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2015-001, Amended, 10/20/2015; Ord. O2014-012, Amended, 08/19/2014; Ord. O2013-013, Amended, 10/01/2013; Ord. O2012-003, Amended, 07/17/2012; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2003-001, Amended, 02/18/2003; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 29. Section 18.22.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.22.030 Accessory uses.

Accessory uses in the GC district are as follows:

- A. Storage, if less than fifty percent of gross floor area of the primary structure;
- B. Energy systems;
- C. On-site hazardous waste treatment and storage facilities;
- D. All uses customarily accessory to permitted uses;
- E. Cocktail lounge as an accessory use to restaurants;
- F. Living or residential quarters as an accessory use including, but not limited to, security guards' quarters where such quarters are customarily provided for security and/or insurability of the premises and other residential uses directly related to the operation of the primary permitted use;
- G. Off-street parking and loading areas;

H. Accessory wireless communication antenna;.*

I. Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

*Emergency communication towers and antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval if they apply, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 30. Section 18.23.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.23.020 Uses.

Land uses allowed for each subdistrict are listed in Figure 18.23.020. Permitted uses are identified with a “P,” conditional uses with a “C,” and accessory uses with an “A.”

Figure 18.23.020

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
Accessory wireless communication antennas	A ¹	A ¹	A ¹	A ¹
Adult family homes, residential care facilities	P		P	
Attached wireless communication facilities	P ¹	P ¹	P ¹	P ¹
Automobile service station legally established prior to June 9, 2002	C ²			
Breweries, wineries, distilleries	P			
Centers for senior citizens, youth, general community and similar groups	P	P		P
Child day care center; child mini-day care center	P	P	P	P
Churches	C		C	
Civic center complex	P			P
Community center	P	P		P
Community gardens	P	P	P	P
Distribution, fabrication, and assembly facilities occurring within buildings lawfully constructed on Port of Olympia property on or before January 1, 2000	C ⁴			
Drive-through uses	P ¹²			

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
Electric vehicle infrastructure	P	P	P	P
Emergency communication antennas (essential public facility)	C ^{1, 5}	C ^{1, 5}	C ^{1, 5}	C ^{1, 5}
<u>Emergency housing</u>	<u>P¹⁵, A¹⁶</u>		<u>A¹⁶</u>	
<u>Emergency shelter</u>	<u>P¹⁵, A¹⁶</u>		<u>A¹⁶</u>	
Entertainment facilities	P ⁶			
Family child care homes	P		P	
Farmers markets	P	P	P	P
Food truck or trailer courts	P ¹³	P ¹³		P ¹³
Food trucks or trailers	P ¹⁴	P ¹⁴		P ¹⁴
Group foster homes	P	P	P	P
Home occupations	A		A	
Library, museum, art gallery	P			P
Medical clinics	P	P		
Mixed use commercial/residential developments	P			
Motels, hotels	P			
Movie theaters, playhouses and similar performance and assembly facilities	P			P
Noncommercial recreational structures including but not limited to swimming pools and recreational ball courts			A	
Offices	P	P		P
Parking lots	A ⁷	A	A	A
Parking structures	P ⁸	P	P	P
Parks and open space areas	P	P	P	P

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
<u>Permanent supportive housing</u>	<u>P¹⁵, A¹⁶</u>		<u>P¹⁵, A¹⁶</u>	
Personal and professional services	P	P		P
Planned unit development (see TMC Chapter 18.36)	P	P	P	P
Post offices	P	P		P
Preschool childcare facilities	A	A	A	A
Private clubs and lodges	P	P	C	
Recreational facilities	P	P	P	P
Residential uses approved after June 9, 2002, provided the minimum density standards in TMC 18.23.030(B)(2) are met			P	
Residential uses which were legally established prior to June 9, 2002			P	
Restaurants	P	A ⁹	A ¹⁰	
Retail sales	P	A	A ¹⁰	
Roominghouses	A			
Schools	P			
Senior housing facilities, independent and assisted	P		P	
State education facilities (essential public facility)	C			
Storage sheds, tool sheds, greenhouses, carports			A	
Support facilities	P ¹¹	P ¹¹	P ¹¹	P ¹¹
Taverns, cocktail lounges	P ³			
Temporary expansions of schools, such as portable classrooms	P			

LAND USES	TOWN CENTER ZONE SUBDISTRICTS			
	Town Center Mixed Use	Town Center Professional Office	Town Center Residential	Town Center Civic
<u>Transitional housing</u>	<u>P¹⁵, A¹⁶</u>		<u>P¹⁵, A¹⁶</u>	
Transportation terminals	C	C		

Figure 18.23.020 Footnotes:

- (1) Emergency communication antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.
- (2) Any alteration to the site or building that requires a conditional use permit shall meet the minimum conditions provided in TMC Chapter 18.56. An application for a conditional use permit shall be processed pursuant to TMC Title 14, Development Code Administration, and TMC Chapter 2.58, Hearing Examiner.
- (3) Cocktail lounges are also permitted as accessory uses within restaurants.
- (4) The cumulative amount of future expansions shall not exceed fifty percent of the covered floor space existing on January 1, 2000, for each site. See TMC Chapter 18.56.
- (5) Antennas must be affixed to or erected upon existing buildings, water tanks or other existing structures. Antennas shall not be affixed to a wireless communication support structure. Emergency communication towers are not permitted.
- (6) Motorized go-cart facilities are not permitted.
- (7) See TMC 18.23.040(F) for surface parking lot siting requirements on properties fronting main streets.
- (8) In the Town Center Mixed Use subdistrict, a parking structure may be located along a main street, provided the portion of the first floor fronting the main street is designed to accommodate a use allowed by this chapter other than parking.
- (9) Restaurants may be allowed as accessory uses within a general or professional office building in the Town Center Professional Office subdistrict.
- (10) Restaurants and retail sales are allowed as accessory uses in the Town Center Residential subdistrict when located on the first floor of a multistory residential building, provided the gross floor area dedicated to restaurant and/or retail sales use shall not exceed one thousand five hundred square feet per building or twenty-five percent of the first floor of each building, whichever is greater, and

provided the residential portion of the development meets the density standards described in TMC 18.23.030.

(11) Electrical switching substations, electrical power transmission towers, natural gas pipelines, natural gas gate stations and regulating stations, and park and ride facilities are not permitted.

(12) Drive-through uses for espresso stands less than five hundred square feet in floor area, pharmacies, and banks and credit unions are allowed in the areas specified on Figure 18.23.010. Properties with drive-through uses in the Town Center zone district shall not have direct vehicular access onto either Capitol Boulevard or Tumwater Boulevard. The director may allow temporary vehicular access to Capitol Boulevard in order to accommodate changes to the street grid. Drive-through uses shall also meet the drive-through design guidelines of TMC Chapter 18.43. Where conflicts occur between this chapter and TMC Chapter 18.43, the more restrictive requirement shall apply.

(13) Food truck or trailer courts are subject to the requirements of TMC 18.42.120.

(14) Food trucks or trailers are subject to the requirements of TMC 18.42.120.

(15) Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are subject to the requirements of TMC 18.42.150.

(16) Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

Figure 18.23.020 Explanatory Note:

1. If the box is shaded, the use is not allowed in that zone district.

(O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-019, Amended, 12/05/2017; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2013-025, Amended, 01/07/2014; Ord. O2011-006, Amended, 11/15/2011; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2006-034, Amended, 07/17/2007; Ord. O2001-020, Added, 05/07/2002)

Section 31. Section 18.26.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.26.020 Permitted uses.

Permitted uses in the HC district are as follows:

- A. Parks and open space areas;
- B. All uses which were legally established prior to January 1, 1996, except where there is a cessation of the use for three or more years;
- C. Multifamily dwellings;
- D. Personal and professional services;
- E. General retail sales;
- F. Offices;
- G. Hotel/motel and conference facilities;
- H. Restaurants, taverns, cocktail lounges;
- I. Post office, library, museum, art gallery or cultural center;
- J. Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment entirely within a building;
- K. Support facilities;
- L. Child day care center, child mini-day care center;
- M. Adult family homes, residential care facilities;
- N. Family day care homes;
- O. Schools;
- P. Fish hatcheries, associated appurtenances, and related interpretive centers;
- Q. Electric vehicle infrastructure;
- R. Recreational facilities;
- S. Community gardens;
- T. Farmers markets;
- U. Breweries, wineries, distilleries;
- V. Centers for senior citizens, youth, general community and similar groups;
- W. Wildlife refuges and forest preserves;
- X. Parking lots, parking structures;
- Y. Temporary expansions of schools, such as portable classrooms;
- Z. Food trucks or trailers in accordance with TMC 18.42.120;
- AA. Food truck or trailer courts in accordance with TMC 18.42.120;
- BB. Permanent supportive housing, subject to 18.42.150;
- CC. Transitional housing, subject to 18.42.150;
- DD. Emergency housing, subject to 18.42.150;

EE. Emergency shelter, subject to 18.42.150.

(Ord. O2019-020, Amended, 11/19/2019; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2007-004, Amended, 09/04/2007; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Amended, 12/19/1995; Ord. 1289, Amended, 06/04/1991; Ord. 1288, Amended, 06/04/1991; Ord. 883, Added, 05/06/1984)

Section 32. Section 18.27.040 of the Tumwater Municipal Code is hereby amended to read as follows:

18.27.040 Uses.

Land uses allowed for each subdistrict are listed in Table 18.27.040. Permitted uses are identified with a “P,” conditional uses with a “C,” and accessory uses with an “A.”

Table 18.27.040

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Accessory dwelling units	A	A	A	A	A	A	A
Accessory wireless communication antenna (2)	A	A	A	A	A		A
Adult family homes	P	P	P	P	P	P	P
Agriculture, indoor						P	
All existing uses legally established prior to September 1, 2014, except where there is a cessation of the use for two or more years	P	P	P	P	P	P	P
Animal clinics or hospitals (6)	P	P	P	P	P	P	
Attached wireless communications facilities (3)	P	P	P	P	P	P	P
Bed and breakfasts	P	P	P	P	P		P

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Breweries, wineries, distilleries	P	P			P	P	
Child day care centers; child mini-day care centers	P	P	P	P	P	P	P
Churches	C	C	C		C	P	C
Community gardens	P	P	P	P	P	P	P
Convalescent center, rest home, nursing home	P	P	P	P	P		
Cottage housing	P	P		P			P
Electric vehicle infrastructure	P	P	P	P	P	P	P
<u>Emergency housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>			<u>P/A</u>		
<u>Emergency shelter (11)(12)</u>	<u>P/A</u>	<u>P/A</u>			<u>P/A</u>		
Energy systems	A	A	A	A	A	A	A
Entertainment facilities	P	P	P	P	P	P	
Family child care homes	P	P	P	P	P		P
Farmers markets	P	P	P	P	P	P	
Fish hatcheries, associated appurtenances and related interpretive centers						P	
Food truck or trailer courts (9)	P	P	P		P	P	
Food trucks or trailers (10)	P	P	P		P	P	
General offices	P	P	P	P	P	P	
Group foster homes	P	P	P	P			

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Home occupations	P	P	P	P	P	P	P
Large scale state or regional transportation facilities (essential public facility)						C	
Medical clinics	P	P	P	P	P		
Motels, hotels	P	P			P		
Movie production; movie studio					P	P	
Museums, libraries, art galleries	P	P	P	P	P		
Noncommercial recreational structures associated with a residential use which include but are not limited to swimming pools and recreational ball courts	A	A	A	A	A	A	A
Off-street parking and loading	A	A	A	A	A	A	A
Parking structures	P	P	P	P	P	P	P
Parks, open space areas and recreational facilities	P	P	P	P	P	P	P
<u>Permanent supportive housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>	<u>P</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>
Personal and professional services	P	P	P	P	P	P	
Planned unit developments	P	P	P	P	P	P	P
Post offices	P	P			P		
Private clubs and lodges	P	P	P		P	P	
Private garages and carports	A	A	A	A	A	A	A

Land Uses (5)	Triangle (1)	Deschutes	Bates North	Bates South	Knoll (7)	Valley	Bluff
Public parking lot as a primary use	P	P	P	P	P	P	
Residential	P	P	P	P	P	P	P
Restaurants, taverns, cocktail lounges, brew pubs and similar dining and drinking establishments	P	P	P	P	P	P	
Retail sales	P	P	P	P	P	P	
Schools	P	P			P	P	
Senior housing facilities, independent and assisted	P	P	P	P	P		
State education facilities (essential public facility)					C	C	
Storage sheds, toolsheds, greenhouses (8)	A	A	A	A	A	A	A
Support facilities	P	P	P	P	P	P	P
Temporary expansions of schools, such as portable classrooms	P	P			P	P	
<u>Transitional housing (11)(12)</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>	<u>P</u>	<u>P/A</u>	<u>P/A</u>	<u>P/A</u>
Transportation terminals	C						
Wholesaling, manufacturing, assembling, repairing, fabricating, nondistribution warehousing (4)						P	

Table 18.27.040 Footnotes:

(1) Along the Cleveland Avenue Main Street, active ground floor uses are required in accordance with TMC 18.27.080(B)(1)(e).

- (2) Emergency communication antennas and wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore both uses are subject to provisions for wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.
- (3) Antennas must be affixed to or erected upon existing buildings, water tanks or other existing structures. Antennas shall not be affixed to a wireless communication support structure. Emergency communication towers are not permitted.
- (4) Warehousing must be for product for use in or production resulting from on-site manufacturing, assembly, repair or fabrication.
- (5) Drive-through uses are prohibited in the Bates North and Bates South subdistricts. For all other subdistricts, drive-through uses are limited to espresso stands less than five hundred square feet in floor area, pharmacies, banks, credit unions, and the reuse of permitted drive-through facilities in existence as of the effective date of O2014-007 (September 1, 2014) for restaurant uses.
- (6) All animals must be kept at all times within a fully enclosed building with adequate controls so that animal noise and odor cannot be detected on adjoining property or in adjoining units with shared walls.
- (7) South of Custer Way, development must consist of two or more of the listed uses; provided, that each use shall occupy a minimum of twenty percent of the gross floor area of the project.
- (8) Buildings or structures for storage, a greenhouse, detached garage, or carport in the Bates South subdistrict accessory to a permitted use are subject to the provisions in TMC 18.42.015.
- (9) Food truck or trailer courts in accordance with TMC 18.42.120.
- (10) Food trucks or trailers in accordance with TMC 18.42.120.
- (11) Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are subject to the requirements of TMC 18.42.150.
- (12) Supportive housing facilities such as emergency housing, emergency shelters, permanent supportive housing, and transitional housing are permitted as an accessory use only as part of a permitted church use. Such supportive housing facilities shall not to exceed 20% of the total building square footage of a church use and are subject to the requirements of TMC 18.42.150.

Table 18.27.040 Explanatory Note:

1. If the box is shaded, the use is not allowed in that zone district.
(Ord. O2020-005, Amended, 03/16/2021; Ord. O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord.

O2018-007, Amended, 10/16/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2014-007, Added, 07/15/2014)

Section 33. Section 18.30.030 of the Tumwater Municipal Code is hereby amended to read as follows:

18.30.030 Permitted uses.

Permitted uses in the GB district are as follows:

- A. Passive recreation facilities;
- B. Trails;
- C. Wildlife and nature preserves;
- D. Wells and wellfields;
- E. Agricultural uses subject to the requirements of TMC Chapter 16.08 (Protection of Trees and Vegetation) and the drainage design and erosion control manual for Tumwater;
- F. Temporary research and education facilities related to water-dependent wetland-oriented research and education;
- G. Residences existing prior to the adoption of this chapter;
- H. Utility support facilities;

I. Permanent supportive housing in a residence existing prior to the adoption of TMC 18.30, subject to 18.42.150;

J. Transitional housing in a residence existing prior to the adoption of TMC 18.30, subject to 18.42.150.

(Ord. O2017-006, Amended, 07/18/2017; Ord. O2003-001, Amended, 02/18/2003; Ord. O95-035, Added, 12/19/1995)

Section 34. Section 18.30.050 of the Tumwater Municipal Code is hereby amended to read as follows:

18.30.050 Conditional uses.

Conditional uses in the GB district are as follows:

- A. Structures as an accessory use to agricultural uses;
- B. Single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres;

C. Transitional housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres, subject to 18.42.150.

(Ord. O2017-006, Amended, 07/18/2017; Ord. O95-035, Added, 12/19/1995)

Section 35. Section 18.31.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.31.020 Permitted uses.

Permitted uses in the OS district are as follows:

- A. Parks and other related active and passive recreation facilities;
- B. Agricultural uses subject to the requirements of TMC Chapter 16.08 (Protection of Trees and Vegetation) and the drainage design and erosion control manual for Tumwater;
- C. Support facilities;
- D. Cemeteries, located outside of the one-hundred-year floodplain, subject to the standards in TMC Chapter 18.56;
- E. Golf courses;
- F. Camp facilities;
- G. Residences existing prior to January 1, 1996;
- H. Fish hatcheries, associated appurtenances, and related interpretive centers;
- I. Community gardens;
- J. Farmers markets;
- K. Wildlife and nature preserves;
- L. Food trucks or trailers in accordance with TMC 18.42.120
- M. Permanent supportive housing in a residence existing prior to January 1, 1996, subject to 18.42.150;
- N. Transitional housing in a residence existing prior to January 1, 1996, subject to 18.42.150.

(Ord. O2019-020, Amended, 11/19/2019; Ord. O2017-006, Amended, 07/18/2017; Ord. O2013-025, Amended, 01/07/2014; Ord. O2010-029, Amended, 06/07/2011; Ord. O2007-004, Amended, 09/04/2007; Ord. O95-035, Added, 12/19/1995)

Section 36. Section 18.31.040 of the Tumwater Municipal Code is hereby amended to read as follows:

18.31.040 Conditional uses.

- A. Single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres.
- B. Campgrounds, recreational vehicle parks;
- C. Transitional housing in a single-family residence located outside of the one-hundred-year floodplain on a parcel no smaller than five acres, subject to 18.42.150.

(Ord. O95-035, Added, 12/19/1995)

Section 37. Section 18.34.020 of the Tumwater Municipal Code is hereby amended to read as follows:

18.34.020 Permitted uses.

Permitted uses in the ARI district are as follows:

- A. Aviation and aviation-related uses;
- B. Wholesaling, manufacturing, assembling, repairing, fabricating, or other handling of products and equipment;
- C. Warehouse distribution centers, subject to the requirements of TMC 18.42.110;
- D. General retail, personal and professional services;
- E. Offices;
- F. Aviation fueling facilities;
- G. Motor pool and equipment parking;
- H. Park and ride facilities;
- I. Transit facilities;
- J. The raising of crops, including trees;
- K. Hotel/motel and conference facilities;
- L. Support facilities;
- M. Parks, open space areas, and recreational facilities;
- N. Post offices;
- O. Child day care center, child mini-day care center;
- P. Schools on parcels abutting residential zones and outside of the airport hazard area subject to the provisions of TMC Chapter 18.56;
- Q. Sexually oriented businesses subject to the provisions of TMC 18.42.050;
- R. Retail and wholesale nurseries or greenhouses;
- S. Museums, libraries, art galleries;
- T. Transportation terminal facilities;
- U. Restaurants;
- V. Automobile service stations;
- W. Attached wireless communication facilities, except that it is prohibited to attach a nonaccessory wireless communication antenna on a single-family or two-family dwelling;*

- X. Wireless communication towers;*
- Y. Motor vehicle sales facilities, subject to the requirements set forth in TMC Chapter 18.42;
- Z. Equipment rental and sales facilities;
- AA. Motorsports facility – indoor;
- BB. Motorsports sales facility;
- CC. Auto repair facilities;
- DD. Crematories;
- EE. Electric vehicle infrastructure;
- FF. Agriculture;
- GG. Community gardens;
- HH. Farmers markets;
- II. Marijuana retailer;
- JJ. Breweries, wineries, distilleries;
- KK. Kennels;
- LL. Mini-storage;
- MM. Wildlife refuges and forest preserves;
- NN. Temporary expansions of schools, such as portable classrooms;
- OO. Cross-dock facilities, fifty thousand square feet or smaller in size;
- PP. Motor freight terminals, fifty thousand square feet or smaller in size;
- QQ. Warehousing, nondistribution, two hundred thousand square feet or smaller in size;
- RR. Warehousing, nondistribution, larger than two hundred thousand square feet in size, subject to the requirements of TMC 18.42.110;
- SS. Energy systems;
- TT. Food trucks or trailers in accordance with TMC 18.42.120;
- UU. Food truck or trailer courts in accordance with TMC 18.42.120;
- VV. Permanent supportive housing, subject to 18.42.150;
- WW. Transitional housing, subject to 18.42.150;
- XX. Emergency housing, subject to 18.42.150;
- YY. Emergency shelter, subject to 18.42.150.

*Wireless communication facilities are subject to Federal Aviation Administration (FAA) standards and approval, and furthermore are subject to provisions for

wireless communication facilities in TMC Chapter 11.20, Wireless Communication Facilities.

(Ord. O2019-020, Amended, 11/19/2019; Ord. O2019-007, Amended, 09/03/2019; Ord. O2018-025, Amended, 12/18/2018; Ord. O2018-007, Amended, 10/16/2018; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-006, Amended, 07/18/2017; Ord. O2016-023, Amended, 01/03/2017; Ord. O2016-006, Amended, 06/07/2016; Ord. O2014-012, Amended, 08/19/2014; Ord. O2013-025, Amended, 01/07/2014; Ord. O2013-013, Amended, 10/01/2013; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-015, Amended, 09/07/2010; Ord. O2008-017, Amended, 10/21/2008; Ord. O2008-016, Amended, 09/16/2008; Ord. O2006-037, Amended, 03/04/2008; Ord. O2003-001, Amended, 02/18/2003; Ord. O2000-004, Amended, 07/18/2000; Ord. O98-009, Amended, 10/20/1998; Ord. O97-019, Amended, 06/17/1997; Ord. O96-022, Amended, 12/17/1996; Ord. O95-035, Added, 12/19/1995)

Section 38. A new Section 18.42.150, Supportive housing facilities standards, of the Tumwater Municipal Code is hereby created and is to read as follows:

18.42.150 Supportive Housing Facilities Standards

A. Purpose and Applicability.

1. The purpose of this section is to establish reasonable standards for the safe operation and appropriate siting of supportive housing facilities within the city, to protect the public health and safety for both supportive housing facility residents and the broader community.

As defined in TMC 18.04.180, “supportive housing facilities” includes emergency housing, emergency shelters, permanent supportive housing, and transitional housing in buildings or other permanent structures.

B. Performance Standards.

1. General Requirements for All Supportive Housing Facilities.

a. General.

- i. When a site includes more than one (1) type of supportive housing facility, the more restrictive requirements of this section shall apply.
- ii. Specific needs of each supportive housing facility will be reviewed through the development review process in TMC Title 14.
- iii. The community development director may modify one (1) or more of the standards in this subsection, only when the applicant submits a description of the standard to be modified and demonstrates how the modification would result in a safe supportive housing facility and benefit the community under the specific circumstances of the application. In considering whether the modification should be granted, the community development director shall first consider the effects on the health and

safety of supportive housing facility residents and the neighboring communities. Modifications will not be granted if they would result in adverse impact on residents of the supportive housing facility and/or neighboring communities. The applicant must demonstrate the benefits of the modifications to the community development director.

iii. All supportive housing facilities must comply with the provisions of the building and construction code under TMC Title 15 including American disabilities act requirements.

b. Site and Transit.

i. Supportive housing facilities shall match the bulk and scale of residential uses allowed in the zone district where the supportive housing facility is located. The design, construction, appearance, physical integrity, and maintenance of the supportive housing facility shall provide an environment that is attractive, sustainable, functional, appropriate for the surrounding community, and conducive to tenants' stability.

ii. If provided, exterior lighting must comply with the standards in TMC 18.40.035 and elsewhere in TMC Title 18 and be directed downward, and glare must be contained within the supportive housing facility site to limit the impact on neighboring properties.

iii. The use shall meet landscaping and off-street parking standards in TMC Chapters 18.47 and 18.50.

iv. A description of transit, pedestrian, and bicycle access from the subject site to services must be provided at time of application by the sponsor and/or managing agency.

c. Separation and Distance Conditions. Supportive housing facilities shall meet the following separation and distance conditions:

i. Different types of supportive housing facilities may collocate on the same property with the same or different sponsors or managing agencies.

ii. With the exception of collocated supportive housing facilities on the same property described in subsection (i), no supportive housing facility shall be located closer than four hundred feet to another supportive housing facility whether such supportive housing facility is located within or outside the city limits. The distance shall be measured by following a straight line from the nearest point of public entry into the structure, which will house the proposed emergency housing and shelter to the nearest point of public entry into the structure housing another supportive housing facility. In the case of any supportive housing facility utilizing leased area or facilities, "property line" shall refer only to such leased area or facility.

d. Supportive Housing Facility Operations.

- i. The sponsor or managing agency shall comply with all federal, state, and local laws and regulations, including Thurston County Department of Health regulations. The sponsor or managing agency shall be subject to inspections by local agencies and/or departments to ensure compliance and shall implement all directives resulting therefrom within the specified time.
 - ii. The sponsor or managing agency must provide an operation plan at the time of the application that adequately addresses the following elements:
 - (A) 24 hours emergency contact information;
 - (B) Roles and responsibilities of key staff;
 - (C) Site/facility management, including security policies and an emergency management plan;
 - (D) Site/facility maintenance, including provisions for a regular trash patrol in the immediate vicinity of the site;
 - (E) Occupancy policies, including resident responsibilities and a code of conduct that address, at a minimum, the use or sale of alcohol and illegal drugs, threatening or unsafe behavior, and weapon possession;
 - (F) Provision for human and social services, including staffing plan, credentials or certification, and outcome measures;
 - (G) Outreach with surrounding property owners and residents and ongoing good neighbor policy; and
 - (H) Procedures for maintaining accurate and complete records.
 - (I) Provide a minimum and maximum time limit for occupation for transitional housing in the range of 2 weeks to 24 months. If the proposed time limit for the use is outside this range, the applicant shall follow the modification process in 18.42.150(B)(1)(a)(iii).
 - iii. Sponsors or managing agencies shall demonstrate applicable experience providing similar services to people experiencing homelessness.
 - iv. Sponsors or managing agencies shall demonstrate a stable funding source for the supportive housing facility and any on-site or off-site human and social services offered as part of the operations plan.
 - v. Managing agencies and the Tumwater Police Department shall establish reasonable requirements for appropriate coordination with the subject supportive housing facility and its residents.
2. Additional Requirements for Emergency Housing and Emergency Shelters.

In addition to the requirements under subsection (B)(1) of this section, emergency housing and emergency shelters are required to comply with the following:

- a. Facility Standards.
 - i. In all zone districts, no less than the minimum area per occupant established by the Building Code is allowed, up to eighty (80) residents.
- b. Facility Operations.
 - i. Trash receptacles must be provided in multiple locations throughout the facility and site.
 - ii. No children under the age of eighteen (18) are allowed to stay overnight in the facility, unless accompanied by a parent or guardian, or unless the facility is licensed to provide services to this population. If a child under the age of eighteen (18) without a parent or guardian present attempts to stay in a facility not specifically licensed for providing housing to youth, the sponsor and/or managing agency shall immediately contact Child Protective Services and actively endeavor to find alternative housing for the child.
 - iii. No person under court supervision or under sex offender registration requirements can receive services from a provider, unless providing such services is consistent with the laws, regulations, and/or supervisory requirements related to such persons.
- c. Facility Services.
 - i. Residents shall have access to the following services on site; if not provided on site, transportation shall be provided:
 - (A) For all supportive housing facilities, medical services, including mental and behavioral health counseling.
 - (B) For emergency housing facilities, access to resources on obtaining permanent housing and access to employment and education assistance.
 - (C) For emergency shelter facilities, substance abuse assistance.
 - ii. All functions associated with the facility, including adequate waiting space, must take place within a building or on the site proposed to house the facility.
 - iii. The number of toilets and other hygiene facilities required for each facility will be determined by the building official on a case-by-case basis in consultation with the Thurston County Health Department after a review of factors such as the potential number and composition of residents.

- iv. Facilities serving more than five (5) residents shall have dedicated spaces for residents to meet with service providers.
 - v. The sponsor or managing agency shall coordinate with the homelessness service providers for referrals to their program and with other providers of facilities and services for people experiencing homelessness to encourage access to all appropriate services for their residents.
3. Additional Requirements for Permanent Supportive and Transitional Housing. In addition to the requirements under subsection (B)(1) of this section, permanent supportive housing and transitional housing are required to comply with the following:
- a. Facility Standards.
 - i. In the RSR residential/sensitive resource, SFL single-family low density residential, SFM single-family medium density residential, and MHP manufactured home park zone districts, the following additional standards apply to permanent supportive and transitional housing:
 - (A) Occupancy Limits. Permanent supportive and transitional housing shall be limited by the minimum area per occupant established by the Building Code for a single family detached residence.
 - (B) Occupancy Limit Exceptions. Additionally, special exceptions to the limit on the number of occupants of a permanent supportive and transitional housing may be granted for persons with disabilities.
 - (C) Appearance. Permanent supportive and transitional housing are required to be a single-family structure compatible with the surrounding area.
 - (D) Parking. Any parking spaces in excess of two (2) shall be screened from public streets.
 - (E) The single-family housing design standards of the citywide design guidelines shall apply to all facilities.
 - ii. In the MFM multifamily medium density residential and MFH multifamily high density residential, zone districts, the following additional standards apply to permanent supportive housing:
 - (A) Appearance. Permanent supportive housing facilities are required to maintain residential character.
 - (B) Individual facilities shall not have more than forty (40) dwelling units and are subject to the density standards of residential uses allowed in the zone district where the facility is located.

(C) The multifamily housing design standards of the citywide design guidelines shall apply to all facilities with more than five (5) dwelling units.

b. Facility Services.

i. All residents shall have access to appropriate cooking and hygiene facilities.

ii. Facilities serving more than five (5) dwelling units shall have dedicated spaces for residents to meet with service providers.

iii. Residents shall have access to the following services on site or shall be provided transportation to such services by the sponsor or managing agency:

(A) Medical services, including mental and behavioral health counseling.

(B) Employment and education assistance.

Section 39. Section 18.47.050 of the Tumwater Municipal Code is hereby amended to read as follows:

18.47.050 Types of landscaping.

All multifamily residential, commercial, and industrial projects shall be required to provide landscaping that satisfies the functions and specific requirements of this section. Single-family housing, individual manufactured homes (not part of a manufactured home park), and duplex housing are specifically exempted from the requirements of this chapter.

A. Type 1 Landscaping – Sight Barrier Buffers.

1. Purpose. To provide a very dense sight barrier and physical barrier to significantly separate abutting incompatible zones (see Table 18.47).

Landscaping of this type shall be used around the perimeter of the site, except where access for autos and pedestrians is required. Zones separated by public streets are not considered abutting and do not require vegetative separation in accordance with this section, except for proposed land uses listed under subsection C of this section that require type 1 landscaping on all sides.

2. Description.

a. A minimum of ten feet in width shall be required for each planting area.

b. A screen of at least six feet in height at time of planting, that results in a noise and sight obscuring buffer that is any one or a combination of the following methods:

i. A solid row of evergreen trees or shrubs.

- ii. A solid row of evergreen trees and shrubs planted on an earthen berm an average of three feet high along its midline.
 - iii. A combination of trees or shrubs and fencing (metal or wood) or wall (brick, masonry or textured concrete).
 - c. Trees and shrubs should be spaced to grow together within four years from planting, and ground cover be provided to attain seventy-five percent coverage within four years.
- B. Type 2 Landscaping – Visual Separation Buffers.
 - 1. Purpose. To provide visual separation of compatible uses so as to soften the appearance of streets, parking areas and building elevation (see Table 18.47). Landscaping of this type may be used around the perimeter of the site, except where auto and pedestrian access is required. Zones separated by public streets are not considered abutting and do not require vegetative separation in accordance with this section, except for proposed land uses listed under subsections (C)(3) and (4) of this section that require type 2 landscaping on all sides. See TMC 18.47.020(F) for additional requirements that pertain to type 2 landscaping.
 - 2. Description.
 - a. Trees shall be any combination of deciduous and evergreen (with no more than fifty percent being deciduous). One tree shall be provided for each twenty-five lineal feet of landscaped area.
 - b. A minimum planting area of eight feet in width shall be required.
 - c. Evergreen shrubs and ground cover must provide seventy-five percent coverage of the designated area within four years from planting.
- C. Planting Requirements for Specific Uses.
 - 1. The following uses require type 1 landscaping on all sides when located aboveground and not housed within a building or accessory to another use; and if located outside the public right-of-way:
 - a. Utility substation;
 - b. Sewage pumping station;
 - c. Water distribution facility;
 - d. Wireless communication tower; and
 - e. Wireless communication facility.
 - 2. The following uses require type 1 landscaping on all sides not abutting a public street:
 - a. Medical clinic or hospital;
 - b. Mental health facility;

- c. Inpatient facility;
- d. Campgrounds/RV park;
- e. Transportation facility, large scale or regional; and
- f. Prison, jail, other corrections facilities, juvenile detention facility.

Note: Landscaping within fenced security areas and parking lots of facilities listed under subsection (C)(2)(f) of this section should not exceed a height of twenty-four inches at maturity. Proposed landscaping plans should be reviewed by facility personnel to ensure landscaping does not interfere with facility security measures.

3. The following uses require type 2 landscaping on all sides:

- a. School;
- b. Church;~~and~~
- c. Neighborhood community center;
- d. Emergency housing and emergency shelter; and
- e. Permanent supportive housing and transitional shelter.

4. The following uses require type 2 landscaping on all sides. Type 1 landscaping must be used in place of type 2 landscaping for any side bordering a mixed use zoning district or any residential zoning district:

- a. Industrial uses (wholesaling, manufacturing, assembling, storing, repairing, fabricating and distribution of goods and other handling of products and equipment) within the LI and ARI zoning districts.

D. Landscaping between Parking Lots and Public Rights-of-Way.

1. Purpose. To provide visual relief and separation of parking areas from public rights-of-way. The following requirements apply to all parking lots located adjacent to a public right-of-way, except those provided for, and on the same lots with, single-family dwellings, and except for those land uses listed in subsection C of this section, which require type 1 landscaping on all sides. When a parking lot in any zone is located adjacent to a public right-of-way, a landscape strip as described below shall be provided on the property between the parking lot and the right-of-way. The landscaped strip may not include any paved area except pedestrian sidewalks or trails which cross the landscaped strip. Pedestrian access may be required to facilitate transit usage. Shrubs must be maintained at a maximum height of thirty-six inches. Any of the following landscaped strip treatments may be used singly or in combination:

- a. Provide a minimum ten-foot-wide landscape strip between the right-of-way and the parking lot to be planted with a minimum of one shade tree and ten shrubs per thirty-five linear feet of frontage, excluding driveway openings.

b. Provide a berm, the top of which is at least two and one-half feet higher than the elevation of the adjacent parking lot pavement. The slope of the berm shall not exceed thirty-three percent for lawn areas. Berms planted with ground covers and shrubs may be steeper. However, no slope shall exceed fifty percent. Berms should be graded to appear smooth, rounded, naturalistic forms. Avoid narrow bumps, which result from creating too much height for width of the space. Plant with a minimum of one shade tree and five shrubs per thirty-five linear feet of frontage, excluding driveway openings.

c. Provide a minimum six-foot-wide landscaped strip and a minimum three-foot grade drop from the right-of-way line to the adjacent parking lot pavement. Plant the resulting embankment with a minimum of one shade tree and five shrubs per thirty-five linear feet of frontage, excluding driveway openings. Ground cover or low shrubs shall be planted to attain seventy-five percent coverage within four years.

d. Provide a minimum five-foot-wide landscaped strip between the right-of-way line and the parking lot, with a minimum three-foot-high brick, stone or finished concrete wall to screen the parking lot. The wall shall be located adjacent to but entirely outside the five-foot landscaped strip. Plant with a minimum of one shade tree per thirty-five linear feet of frontage, excluding driveway openings.

e. Provide a minimum twenty-five-foot-wide strip of existing native vegetation, unless the creation of such a strip creates a hazard of existing trees as determined by a certified landscaper or forester.

E. Parking Area Interior Buffers.

1. Purpose. To provide visual relief and shade in parking areas. All parking areas with more than ten parking spaces are required to have landscaping as provided below.

2. Description.

a. Design.

i. Live planting material shall be provided throughout each landscaping area, and may be any combination of grass, shrubs and trees that provide the desired effect of providing visual relief and green space within the parking area.

ii. Each planting area shall contain at least one tree. Up to one hundred percent of the trees proposed for the planning area may be deciduous.

iii. Landscaping islands must be placed in every parking row at a maximum spacing of every ten parking spaces. Landscaping islands shall be a minimum of eight feet in width and shall extend the length of the

parking stall. The minimum required width may be reduced for landscaping islands located in angled parking areas. In cases where no more than two parking rows wide are proposed for the entire parking lot, the maximum spacing requirement (ten spaces) may be varied as part of the site plan review process provided the total requirements for total landscaping area are met.

iv. To provide for vehicle overhang, curbs need to be located at least three feet from the trunk of the tree.

b. Required Amount.

i. If the parking area contains more than ten but no more than fifty parking spaces, at least seventeen and one-half square feet of landscape development must be provided for each parking stall proposed.

ii. If the area contains more than fifty but no more than one hundred parking spaces, at least twenty-five square feet landscape development must be provided for each parking stall proposed.

iii. If the parking area contains more than one hundred spaces, at least thirty-five square feet of landscape development must be provided for each parking stall proposed.

The above requirements are considered a minimum. Additional landscape area may be necessary to meet design requirements above.

F. Street Buffers.

1. Purpose. Provide visual relief along pedestrian corridors and to separate pedestrians from streets.
2. Description. Shall be in accordance with the development guide manual.

G. Outdoor Storage Buffers.

1. Purpose. Provide visual relief surrounding storage areas.
2. Description. A storage yard in connection with a permitted commercial or industrial use shall require visual screening from adjacent properties and public rights-of-way. Visual screening shall be required to consist of a continuous fence, wall, evergreen hedge, landscape planting or combination thereof so as to effectively screen the storage yard which it encloses, and be maintained in good condition. In cases where the physical characteristics of the parcel or surrounding parcels make actual screening from adjacent properties impossible or unreasonable, this requirement may be completely or partially waived by the hearing examiner after public hearing and review as required by the variance process.

H. Stormwater Facility Buffers.

1. Purpose. Provide buffers around aboveground stormwater detention/retention areas.

2. Description. The buffers must be provided according to the standards referenced and adopted in TMC Chapter 13.12.

(Ord. O2018-025, Amended, 12/18/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2008-014, Amended, 10/21/2008; Ord. O99-001, Amended, 04/20/1999; Ord. O97-024, Added, 03/03/1998)

Section 40. Section 18.50.070 of the Tumwater Municipal Code is hereby amended to read as follows:

18.50.070 Off-street parking space standards.

A. Off-street parking spaces shall be calculated using the standards outlined in Figure 18.50.070(A). Standards represent minimum and maximum numbers unless otherwise noted. Standards may be modified in accordance with TMC 18.50.075.

B. Parking spaces provided within a parking structure or underneath a building shall be exempt from maximum parking requirements.

C. All vehicle parking standards are based on gross square feet of building area, unless otherwise noted.

D. Preexisting Conditions.

1. Uses legally established on or before December 31, 1998, that have an insufficient number of parking spaces to comply with this chapter shall be considered in compliance with vehicular requirements for this chapter. Required bicycle facilities must still be provided.

2. If a use legally established on or before December 31, 1998, changes or expands, the additional parking that would be required as a result of the change or expansion will still be required at the rate specified in this chapter. For example:

A use providing eight spaces instead of the ten required by code and which meets the requirements of this chapter is thus in compliance. If the use changes or expands to one that would require twenty spaces (ten more than the current use) the parking generator is required to provide only ten more spaces instead of the twelve spaces that would otherwise be required.

E. Up to fifteen percent of off-street parking stalls may be compact stalls. Compact stalls shall be eight feet in width by seventeen feet in length.

(Ord. O2017-022, Amended, 12/05/2017; Ord. O2016-037, Amended, 01/03/2017; Ord. O2014-008, Amended, 10/07/2014; Ord. O97-015, Added, 03/03/1998)

Figure 18.50.070(A)

RESIDENTIAL	NUMBER OF PRESCRIBED SPACES
Single-family dwelling (includes duplex and townhouse and designated manufactured homes)	Minimum of 2.0 spaces per dwelling unit.

Accessory dwelling	1.0 space per dwelling unit, if no on-street parking is available within 300 feet of the unit.
Studio apartment	1.0 space per dwelling unit.
Multifamily dwelling	1.5 spaces per 1 – 2 bedroom dwelling unit, 2.0 spaces per 3+ bedroom dwelling units, plus 1.0 guest space for every 10 units. ¹
Triplex and fourplex	1.5 spaces per 1 – 2 bedroom dwelling unit, 2.0 spaces per 3+ bedroom dwelling units, plus 1.0 guest space for every 10 units. ¹
Senior citizen apartment	1.0 space per 2 bedroom unit plus 1.0 guest spaces for every 10 units.
Rooming/boarding house and bed and breakfasts	1.0 space for each guest bedroom and 2.0 spaces for the operator.
Group foster home	1.0 space for each staff member plus 1.0 space for every 5 residents. Additionally, 1.0 space shall be provided for each vehicle used in connection with the facility.
Adult family home	1.0 space in addition to the space(s) required for the residential unit.
Residential care facility	1.0 space for each staff member plus 1.0 space for every 5 residents. Additionally, 1.0 space shall be provided for each vehicle used in connection with the facility.
Designated manufactured home park	1.0 spaces per lot or unit, whichever is greater. In addition, if recreation facilities are provided, 1.0 space per 10 units or lots, whichever is greater.
Home occupation	1.0 space for each employee outside of the immediate family in addition to the spaces required for the dwelling unit. If the occupation requires any customers and/or clients to visit the premises, at least 2.0 additional spaces shall be provided.

(1) Can be reduced to 1.0 spaces per 1 – 2 bedroom dwelling unit and 1.5 spaces per 3+ bedroom unit if within one-half mile of a transit stop by sidewalk or paved path.

COMMERCIAL	NUMBER OF PRESCRIBED SPACES
Banks with drive-through windows/ATM units	3.0 per 1,000 square feet.
Beauty salon, barber shop	See Retail use.
Carpet and furniture showrooms	1.25 spaces per 1,000 square feet of gross showroom floor area. Each store shall have a minimum of 4.0 spaces.

Family child care home, child mini-day care center, child day care center	1.0 space for each staff member plus 1.0 space per 10 children. A facility located in a family residence must also provide required parking for a dwelling unit.
Hardware and building materials retailer	2.75 spaces per 1,000 square feet.
Hotel and motel	1.0 space for each room or suite and 1.0 space per manager's unit. Banquet and meeting rooms shall provide 6.0 spaces for 1,000 square feet of seating area. Restaurants are figured separately.
Laundromat, dry cleaner	See Retail use.
Market, shopping center, and large retail/wholesale outlet	Less than 20,000 square feet = 3.5 spaces per 1,000 square feet of gross floor area. Greater than 20,000 square feet = 3.25 spaces per 1,000 square feet of gross floor area.
Mini-storage facility	1.0 space for every 100 storage units and 2.0 spaces for permanent on-site managers with a minimum of 3.0 spaces for all facilities, regardless of size.
Mixed use	Shared or combined parking standards shall be used to calculate needed parking. This calculation is based upon the gross leasable area for each shop or business and does not include atriums, foyers, hallways, courts, maintenance areas, etc. See Shared and combined parking facilities, TMC 18.50.090.
Mortuary and funeral parlor	1.0 space per 75 square feet of assembly area or 13.0 stalls per 1,000 square feet of gross area, whichever is greater.
Offices, general	Gross floor area up to 2,000 square feet = 4.0 spaces per 1,000 square feet. GFA 2,001 to 7,500 square feet = 3.3 spaces per 1,000 square feet. GFA 7,501 to 40,000 square feet = 2.8 spaces per 1,000 square feet. GFA greater than 40,000 square feet = 2.5 spaces per 1,000 square feet.
Offices, government	3.5 spaces per 1,000 square feet.
Retail use	3.5 spaces per 1,000 square feet.
Automotive services (e.g., tire installation, lubrication, repair)	The community development director may require a parking demand study or determine the standards that should be applied to the use in question.
Warehouse distribution center, cross-dock facility, or motor freight terminal	1.0 space per 2,000 square feet, or the community development director may require a parking demand study or determine the

	standards that should be applied to the use in question.
Warehouse, storage	10,000 square feet or less = 1.0 space per 2,000 square feet, 10,001 to 20,000 square feet = 10.0 spaces plus 0.75 spaces for each additional 2,000 square feet, Over 20,000 square feet = 18.0 spaces plus 0.5 space for each additional 2,000 square feet; or the community development director may require a parking demand study or determine the standards that should be applied to the use in question.

RESTAURANT	NUMBER OF PRESCRIBED SPACES
Drive-up stands (espresso, etc.)	2.0 spaces plus 1 lane for each drive-up window with stacking space for 3 vehicles. See TMC 18.43.020 for additional stacking lane requirements.
Cafe, bar and other drinking establishments	10.0 spaces per 1,000 square feet.
Car hop (auto-borne customers served outside of building only)	1.0 space per 15 square feet.
Fast food	10.0 spaces per 1,000 square feet plus 1 lane for each drive-up window. See TMC 18.43.020 for stacking lane requirements.
Restaurant with seats	1.0 space per 100 square feet of dining area.

INDUSTRIAL	NUMBER OF PRESCRIBED SPACES
Manufacturing use	1.0 space for each employee on the largest shift, with a minimum of 5.0 spaces, or the community development director may require a parking demand study or determine the standards that should be applied to the use in question.

EDUCATIONAL	NUMBER OF PRESCRIBED SPACES
Elementary and middle schools	1.0 space per 6 students at design capacity.
High school	1.25 spaces per classroom or office, plus 1.0 space per 4 students. Public assembly areas, such as auditoriums, stadiums, etc., that are primary uses may be considered a separate use.
Library and museum	5.0 spaces per 1,000 square feet of public floor area.

HEALTHCARE	NUMBER OF PRESCRIBED SPACES
Nursing home, congregate care, rest home, hospice care home and mental health facility	1.0 space per 4 regular beds, plus 1.0 space for every regular employee on the largest shift.
Medical clinics	5.0 spaces per 1,000 square feet.
<u>Emergency housing, emergency shelter, permanent supportive housing, and transitional shelter.</u>	<u>A parking plan based on population served and projected needs should be submitted and approved by the Community Development Director.</u>

PLACES OF ASSEMBLY	NUMBER OF PRESCRIBED SPACES
Church	1.0 space per 4 seats or 1.0 space per 6 feet of bench or other seating. 6.0 spaces per 1,000 square feet of assembly area where seats or pews are not provided or when circumstances warrant increased parking, such as a church which attracts a large, regional congregation or one which has multiple functions. See Shared and combined parking facilities, TMC 18.50.090.
Private club or lodge	6.0 spaces per 1,000 square feet.
Theater and auditorium	1.0 space per 4.5 fixed seats. If the theater or auditorium is a component of a larger commercial development, the above parking standard may be modified to account for shared or combined parking; TMC 18.50.090.
Theater and auditorium without fixed seats	1.0 space per 3 permitted occupants.

RECREATION AND AMUSEMENT	NUMBER OF PRESCRIBED SPACES
Bowling alley	5.0 spaces per alley.
Health club	5.0 spaces per 1,000 square feet.
Skating rink and other commercial recreation	5.0 spaces per 1,000 square feet.

(Ord. O2020-005, Amended, 03/16/2021; Ord. O2017-023, Amended, 07/17/2018; Ord. O2017-022, Amended, 12/05/2017; Ord. O2014-008, Amended, 10/07/2014; Ord. O2011-006, Amended, 11/15/2011)

Section 41. Section 18.53.010 of the Tumwater Municipal Code is hereby amended to read as follows:

18.53.010 Definitions.

A. "Adult family home" means the regular family abode of a person or persons who are providing personal care, room and board, under a license issued pursuant to RCW 70.128.060, to more than one but not more than ~~four~~six adults who are not

related by blood or marriage to the person or persons providing the services; except that a maximum of ~~six~~eight adults may be permitted if the Washington State Department of Social and Health Services determines that the home and the provider are capable of meeting standards and qualifications provided for by law (RCW 70.128.010).

B. “Housing for people with functional disabilities” means housing used, or intended for use, by persons with functional disabilities. The term includes, but is not limited to, adult family homes and residential care facilities herein defined.

C. “People with functional disabilities” means:

1. A person who, because of recognized chronic physical or mental condition or disease, is functionally disabled to the extent of:
 - a. Needing care, supervision or monitoring to perform activities of daily living or instrumental activities of daily living, or
 - b. Needing support to ameliorate or compensate for the effects of the functional disability so as to lead as independent a life as possible, or
 - c. Having a physical or mental impairment which substantially limits one or more of such person’s major life activities, or
 - d. Having a record of having such an impairment; or
2. Being regarded as having such an impairment, but such term does not include current, illegal use of or active addiction to a controlled substance.

D. “Residential care facility” means a facility, licensed by the state, that cares for at least five but not more than fifteen people with functional disabilities, that has not been licensed as an adult family care home pursuant to RCW 70.128.060.

(Ord. O95-035, Amended, 12/19/1995; Ord. 1289, Added, 06/04/1991)

Section 42. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 43. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 44. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 45. Effective Date. This Ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this ____day of _____, 2022.

CITY OF TUMWATER

Pete Kmet, Mayor

ATTEST:

Melody Valiant, City Clerk

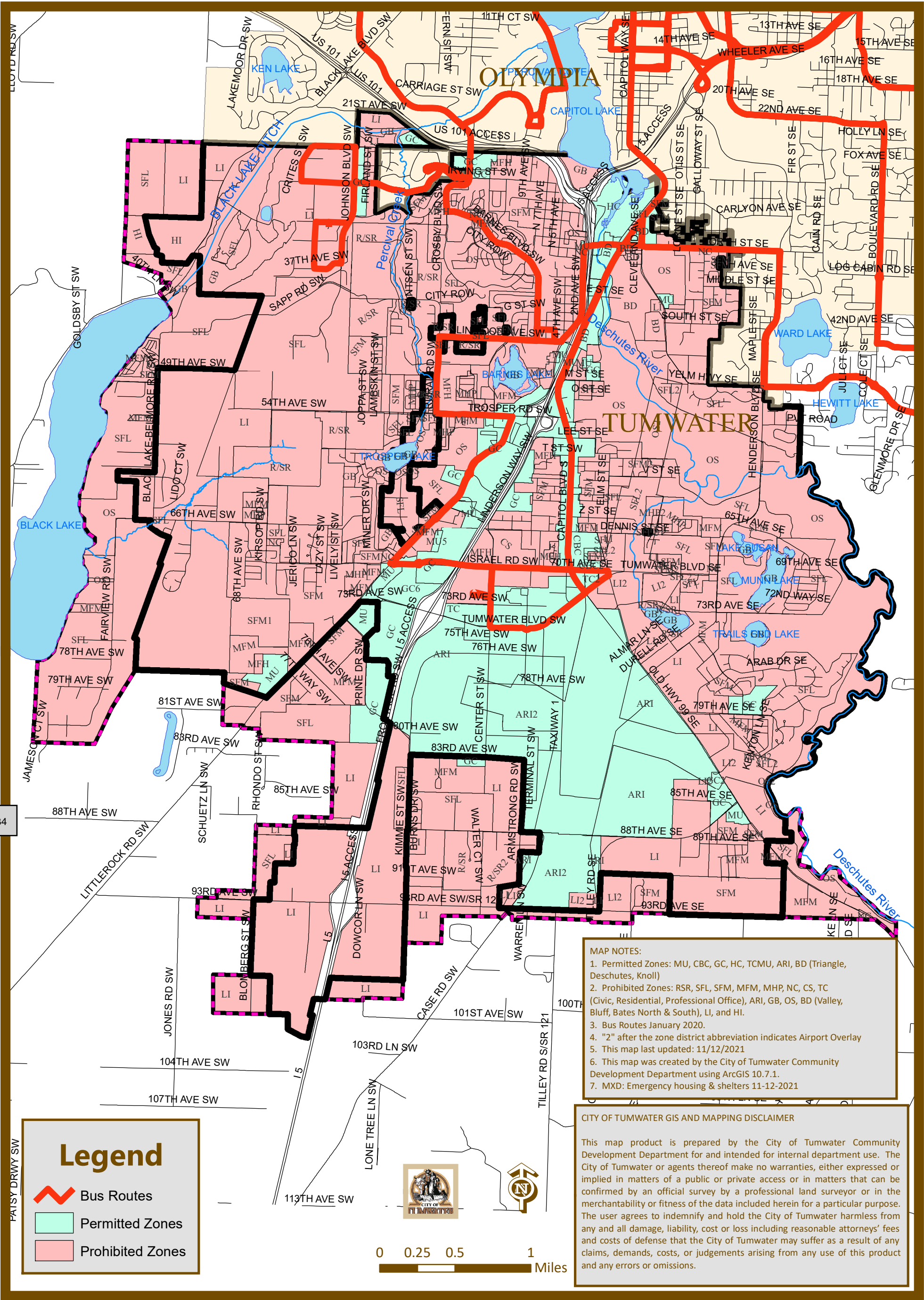
APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

EMERGENCY HOUSING AND EMERGENCY SHELTERS



SUPPORTIVE & TRANSITIONAL HOUSING

