



**CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, May 17, 2022
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Additions to the Agenda**
- 5. Special Items:**
 - [a.](#) Proclamation: Public Works Week, May 15-21, 2022
 - [b.](#) Proclamation: Bicycle Month, May 2022
- 6. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 7. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, May 3, 2022
 - [b.](#) Payment of Vouchers (Shelly Carter)
 - [c.](#) First Amendment to Nisqually Jail Service Agreement (Jon Weiks)
 - [d.](#) Resolution No. R2022-009 – Surplus City Equipment
 - [e.](#) Appointment of Brian Schumacher to the Planning Commission (Hanna Miles)
- 8. Council Considerations:**
 - [a.](#) Ordinance No. O2022-001, Eleven County Island Annexations (Brad Medrud)
- 9. Committee Reports**
 - a. Public Health and Safety Committee (Leatta Dahlhoff)
 - b. General Government Committee (Michael Althausen)
 - c. Public Works Committee (Eileen Swarthout)
 - d. Budget and Finance Committee (Debbie Sullivan)
- 10. Mayor/City Administrator's Report**
- 11. Councilmember Reports**
- 12. Any Other Business**

13. Adjourn

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.

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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_JZJSTlxtTU27jzAqQ0LP-A

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

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

Post Meeting

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<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

Proclamation

WHEREAS, public works programs and services for Tumwater are a joint effort of the Water Resources and Sustainability Department and the Transportation and Engineering Department. Together, they provide essential services that are an integral part of our residents' everyday lives such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and GIS; and

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Tumwater; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our residents; and

WHEREAS, it is in the public interest of our residents, businesses, civic leaders and youth in Tumwater to gain knowledge of and to maintain an ongoing interest and understanding of the importance of public works and public works programs.

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

May 15 - 21, 2022

Public Works Week

and I call upon the people of the City of Tumwater to learn about our public works facilities and services, and to recognize our Water Resources and Sustainability and Transportation and Engineering employees for the substantial contributions they make to protect our health, safety, comfort, and quality of life in Tumwater.

Signed in the City of Tumwater, Washington, this 17th day of May in the year, two thousand twenty-two.



A blue ink signature of Debbie Sullivan, written in a cursive style.

Debbie Sullivan
Mayor

Proclamation

- Whereas,* bicycling is one of the most energy-efficient forms of transportation ever invented, and is a mode of transportation well suited to urban environments where trips are short in length and overly congested roads are difficult and costly to expand; and
- Whereas,* transportation accounts for about half of carbon dioxide emissions from fossil fuel in Washington State, which adds to the problem of climate change; and
- Whereas,* bicycle commuting reduces energy consumption, pollution, and congestion; and
- Whereas,* bicycling makes people healthier and more productive, prevents chronic diseases through physical activity, improves cardiovascular health, reduces stress, and supports physical, emotional and mental well-being; and
- Whereas,* the national non-profit bicycling safety and education association, the League of American Bicyclists, has declared the month of May to be National Bike Month for each of the last sixty-five (65) years, and has done so again in 2022; and
- Whereas,* the City of Tumwater supports healthier alternatives to inefficient drive-alone trips, particularly for travel around the City, by building bicycle facilities, and participating in the Wheel Options commute trip reduction campaign; and
- Whereas,* Intercity Transit, with many sponsors including local and regional businesses and organizations, is hosting the 35th Annual Bicycle Community Challenge during the month of May 2022.

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

May 2022 Bicycle Month

in the City of Tumwater, and in recognition of National Bike Month and Clean Air Month, I encourage all residents to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption and traffic congestion.

Signed in the City of Tumwater, Washington, this 17th day of May in the year, two thousand twenty-two.




Debbie Sullivan
Mayor

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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: Community Development Director Michael Matlock, City Attorney Karen Kirkpatrick, Communications Manager Ann Cook, Police Chief Jon Weiks, Fire Chief Brian Hurley, Information Services Manager Lance Inman, K9 Officer Russ Mize, and City Clerk Melody Valiant.

SPECIAL ITEMS:

LGBTQIA+ COMMUNITY PRIDE MONTH PROCLAMATION: Councilmember Swarthout read a proclamation declaring the month of June 2022 as *LGBTQIA+ Community Pride Month*. The proclamation calls upon the people of the City of Tumwater to join in celebrating diversity, promoting inclusion and equal protection under the law, and encourage the elimination of discriminatory policies and practices toward any culture, race, or group.

Mayor Sullivan introduced Natalie Coblentz representing Capitol City Pride. Ms. Coblentz thanked the City Council for issuing the proclamation. She and her partner are hosting the Capitol City Pride's 2022 Festival this year. The Council and community are invited to participate on June 4, 2022 at the Port Plaza in Olympia. Local artists musicians, and craft vendors from the LGBTQI community will be featured.

POLICE OFFICER OF THE YEAR: Police Chief Weiks recognized K9 Police Officer Russ Mize as the 2021 Officer of the Year. Officer Mize joined the department in July 2001. He previously was honored as the Police Officer of the Year in 2004 and 2007. In 2006, Office Mize established the K9 Program for the City of Tumwater. Officer Mize has been the department's lone K9 handler and has contributed tremendously to establish and operate the program. Officer Mize is a highly respected Master K9 Handler not only locally but also statewide. In 2008, Officer Mize was awarded the meritorious service award for his contributions to a more effective and efficient police department. In 2014, Officer Mize received the Chief's Award for his relentless pursuit of criminals and safeguarding the community, dedication to the K9 profession, and upholding Tumwater Police Department standards.

The Officer of the Year is selected by peers within the Police Guild membership. This year the endorsement by the Guild declared how Officer Mize has proven to be a valuable member of the Tumwater Police Department for many years. This past year, Officer Mize demonstrated what an outstanding team member he is and continually goes above and beyond by changing his schedule as needed to fill gaps when required.

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Officer Mize maintains a great attitude and is positive and upbeat no matter the situation. With changes in how the department conducts business especially in the high liability of K9 deployment, it would be easy to become disillusioned and apathetic; however, Officer Mize took the challenges of new legislation and found ways to adapt. Officer Mize is well respected and liked by all employees of the Tumwater Police Department. He has earned being Officer of Year for 2021.

Police Chief Weiks presented Officer Mize with a plaque acknowledging his selection as 2021 Police Officer of the Year. Police Chief Weiks recognized the late Bill McLaughlin, who for many years recognized Tumwater's Police Officer of the Year by presenting a U.S. Flag which was flown over the U.S. Capitol, Washington State Capitol, and City Hall. Police Chief Weiks presented a U.S. Flag to Officer Mize. Prior to his death, Mr. McLaughlin created an endowment to ensure the tradition continues in the future.

The Vice President of the Police Guild spoke in support of Officer Mize's selection as Police Officer of the Year.

Police Officer Mize thanked the Council and his fellow officers for their recognition and his wife, Patty Mize for her support. He thanked the department's command staff for supporting the K9 Program and citizens of Tumwater with whom he has had positive interaction and who support the K9 Program.

PROCLAMATION:
EMS WEEK MAY 15-
21, 2022:

Councilmember Dahlhoff read a proclamation declaring the week of May 15 – 21, 2022 as *Emergency Medical Services Week* in the City of Tumwater. The proclamation urges all people to join in the observance to recognize those who give so much of themselves and consistently rise to the challenge for the safety and health of others.

Fire Chief Hurley thanked the Council for issuing the proclamation in observance of *Emergency Medical Services Week* and for recognizing the work of emergency medical providers in the City and throughout Thurston County. The Tumwater Fire Department currently has 28 certified Firefighter/Emergency Medical Technicians and 17 certified Firefighter/Paramedics. Last year, they responded to 4,500 calls for medical assistance. The Tumwater Fire Department is part of a larger system providing care throughout the county. Over the past several years, the department has experienced impacts from the pandemic. The entire City workforce has been challenged but continues to provide the highest level of care and service to the community. He thanked the Council for supporting the City's medical professionals as they continue to deliver the highest quality emergency medical care throughout the community.

STATE OF THE

Cheryl Heywood, Executive Director, Timberland Regional Library (TRL)

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**TIMBERLAND
REGIONAL
LIBRARY:**

presented the 2021 state of the library and several 2022 initiatives. The Thurston County Trustees on the TRL Board include Nicolette Oliver, Member-at-Large and Board President, and Mary Beth Harrington. Lily Grant serves as the Tumwater Library Manager.

Throughout 2021, TRL libraries served as anchor institutions playing an essential role in the communities they serve. Highlights during 2021 focused on local communities and increasing TRL's presence in underserved communities; diversity, equity, and inclusion; and empowering children from birth to five years of age.

The Board of Trustees approved the opening of two demonstration libraries with a two-year lease at Capital Mall and a three-year lease at the Hawks Prairie location. Wireless infrastructure was upgraded at all libraries and at the headquarters location in Tumwater. Ms. Heywood described different types of book purchases for toddlers, preschoolers, and library patrons.

To accommodate the opening of the two demonstration libraries in west Olympia and Hawks Prairie, TRL reviewed internal processes and installed automated equipment at the Lacey Library, Olympia Library, and at the Headquarters facility to improve processing. During the pandemic, TRL worked with the five counties in partnership with cities, U.S. Forest Service, ports, and hospitals to install StoryTrail, a fun and engaging way for families to combine a love of nature and a love of reading. All 29 libraries continue to serve as connection sites for the Work Source system across the five-county region. Ms. Heywood serves as a Pacific Mountain Workforce Development Council Boardmember. She oversees, the One-Stop Committee overseeing the Worksource program within the region.

In 2021, TRL had 32,397,000 active cardholders in Tumwater checking out 258,268 items and downloading 180,313 eBooks, eAudio books, and eMagazines.

2022 initiatives included new open hours for Thurston County libraries expanding open hours to 330 hours a week, with Tumwater Library open for 54 hours a week from 9 a.m. to 6 p.m. Monday through Saturday. TRL expanded access hours for individuals 18 years or older by the use of their library card to access a keycard system for accessing the McCleary Library from 7 a.m. to 8 p.m. daily. As of May 16, 2022, the Ocean Park, Packwood, and Hoodspoint libraries are offering expanded hours through keycard access. Tumwater patrons can request a keycard to access those libraries from 7 a.m. to 8 p.m. daily.

At the Tumwater Library in partnership with U.S. Fish and Wildlife Services, the library is offering fishing kits to include fishing rods for children and adults, a tackle box, a Discover Pass, and other items for fishing. TRL also offers a seed library with free seeds at each community

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library. Storytime will be offered at Pioneer Park each Wednesday from July 6, 2022 to August 17, 2022 at 10 a.m.

Ms. Heywood shared a quote describing what TRL has provided to communities, especially over the last two years. She invited questions from the Council.

Councilmember Dahlhoff asked about the availability of the annual report. Ms. Heywood said the Council should have received a copy of the report via an email. It is also available at www.trl.org. She confirmed the Council would receive a link to the site.

Councilmember Cathey asked whether TRL has been affected by recent national efforts to ban books. Ms. Heywood advised that TRL receives some comments each year surrounding concerns of a particular item in the collection. Patrons complete and submit a comment resource form. TRL implements an internal review process to review the complaint and respond to the concerns. However, TRL does not eliminate or ban any materials offered through TRL, as the Board adopted policies on the intellectual freedom to read, view, and listen.

Councilmember Jefferson inquired about the percentage of Spanish language patrons. Ms. Heywood said TRL does not track that information. She offered to follow-up with the Council. TRL often ask patrons if they are interested in Spanish language materials. TRL operates in a national union environment and staff is compensated extra if they speak Spanish. TRL is including additional language as identified from the Office of Financial Management within the five-county region. TRL markets posters and other materials in Spanish and English. The Equity, Diversity, and Inclusion (EDI) Action Plan is updated each quarter. TRL was recently audited for all online content on the Overdrive platform. The results reflected that TRL has one of the top EDI collections in the country.

Ms. Heywood responded to questions and described online services offered by the libraries. TRL also offers 100 pages (double-sided) a week of free printing. She explained TRL's process for reviewing new books and other materials prior to adding items to TRL's collection. TRL does not collaborate with local school districts to identify permissible books. TRL is a junior taxing district governmental entity serving as an intercounty rural library district allowed by RCW 27.1. Schools are a different system in terms of determining library collections versus a public library. For many years, TRL and the Tumwater School District have had a memo of understanding offering all K-12 students a specific number to access all TRL online resources for homework help and support. The five-county region includes 44 school districts with 27 districts offering online resources. The Tumwater School District was one of the first districts in Thurston County to participate in the program.

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**THURSTON
 REGIONAL
 PLANNING
 COUNCIL UPDATE:**

Several Councilmembers complimented TRL and the Tumwater Library for superb customer service and increasing options for accessibility.

Marc Daily, Executive Director, Thurston Regional Planning Council (TRPC), shared information on current activities and ongoing work on transportation and land use.

TRPC is celebrating its 55th year. The organization was created by the Legislature as a voluntary organization with membership from cities, counties, and special purpose districts within a region to work on issues spanning jurisdictional boundaries. TRPC receives federal funds for local transportation projects programmed through the Transportation Policy Board totaling approximately \$5 million each year. TRPC works with its members on transportation, land use, and environmental plans, as well as other types of action plans, such as the Housing Action Plan and the Climate Action Plan. TRPC serves as a clearinghouse for regional statistical information on population, employment, and housing.

Recent attention generated within the community has focused on TRPC's top priority of the I-5 corridor beginning with a study on congestion and ways to mitigate congestion along I-5 and local systems. As TRPC initiated the work, the Nisqually Indian Tribe identified the Nisqually River bridge as essentially a dam across the Nisqually River. In the early 1960s as a cost saving measure, the state filled most of the bridge support structure with rocks and dirt. The bridge was originally constructed on pillars. That cost-saving measure was in opposition to the dynamics of a river system with energy diverted forming a channel towards I-5 during peak flow events. TRPC and the tribe worked with the U.S. Geological Survey to model the hydrology and estimated that between the next 17 and 25 years based on current rates of erosion, the Nisqually River will create a channel to I-5 without a major flooding event.

The second issue is habitat. Underwater topography of different elevations of the river reveals constraints along the river affecting salmon recovery.

In terms of transportation along the I-5 corridor, two main pinch points contributing to congestion include the corridor from Sleater-Kinney to the Highway 101 interchange. A transportation model forecasting to 2045 reflected a five to seven-mile daily traffic backup from the 101 interchange to the exit at Hawks Prairie. The second pinch point is in Pierce County at Mounts Road. Recent construction along that segment of the corridor includes the addition of an HOV lane between Thorne Lane to Mounts Road with completion scheduled by 2025. At Mounts Road, the freeway lanes reduce from four to three lanes. Similar modeling of that area reflects that by 2045, that segment of the corridor would experience a daily seven-mile backup.

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Because of the lack of alternative routes to I-5 along the corridor from Tumwater to Pierce County, TRPC explored options to improve the region's I-5 corridor. One option was increasing the function of State Route 507 by adding three roundabouts. The Legislature passed *Move Ahead Washington*, which includes \$75 million for I-5 improvements. TRPC is working closely with the Legislature on the legislative intent of the funds and whether it includes \$19 million necessary to construct the three roundabouts. The roundabouts must be constructed first before any other improvements as it serves to improve an alternate route to ease congestion along the corridor.

Two reports released include the Phase 1 report released two years ago and in March 2022, the Washington State Department of Transportation (WSDOT) released a Planning and Environmental Linkages Report, a federal process for ongoing work on strategies to improve congestion along I-5. One strategy is the part-time use of the freeway shoulder between Sleater Kinney Road and Henderson Boulevard with some improvements by WSDOT to improve and harden the freeway shoulder for use as a freeway lane during peak periods. Recent modeling of improvements to bridges and adding an HOV lane between Mounts Road and Marvin Road with or without the use of the freeway shoulder documented the cost at approximately \$15 million. The results increase capacity to the interstate system without adding new pavement. Mr. Daily added that he is encouraging all elected officials to refer to the I-5 corridor from Mounts Road to Tumwater and not focus on geographic segmentation as it could result in missing some opportunities, similar to what the recent modeling documented. Efforts have been ongoing with local governments to consider some language changes for review with TRPC partners to the north on May 9, 2022. Many jurisdictions to the north of the county would prefer to keep the focus on the Nisqually Delta area while TRPC would prefer to pursue cost-effective and practical solutions to receive some benefits prior to addressing the Nisqually Delta area.

Mr. Daily reported federal infrastructure funding included \$550 billion in new transportation money over the next five years, more than previously allocated by the federal government. The Thurston region applied for a grant of \$1 million. Another construction-related program has increased from \$5 million to \$20 million. The region will need to consider larger regional transportation projects to take advantage of the increased funding because many jurisdictional projects would not meet some of the minimum costs. Packaging projects for a regional application both strengthens the coalition and conveys a better story of how the investments will improve the region. The City's Deschutes Valley Trail is still seeking funds to complete the trail system, as well as the trail connection from Karen Fraser Woodland Trail to Tumwater Historical Park. Those connections could be funded with federal infrastructure funds. He encouraged the Council to

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“think big” on transportation projects because of the availability of federal funds at this time.

Mr. Daily reported he met with Senator Marko Liias, Chair of the Senate Transportation Committee, about high capacity transportation during the last legislative session. Some work has been initiated through TRPC to examine options for the region to expand high capacity transportation. During that meeting, Senator Liias commented on the ongoing work along I-5 across the Nisqually Delta and noted that any improvements in high capacity transportation would need to cross the Nisqually Delta. He suggested working on the high capacity transportation plan to ensure it could be incorporated within the design of the I-5 improvements. TRPC received \$250,000 in the supplemental budget and is studying enhanced express bus service with and without HOV lanes, commuter rail, light rail, and improvements necessary to accommodate the Cascadia ultra high-speed rail project.

WSDOT recently contracted to complete the National Environment Policy Act (NEPA) review for I-5 improvements with scoping anticipated to begin by the end of the year. The NEPA scoping process is an incredible opportunity for TRPC and its members to include part-time shoulder use, trail connections as a possible mitigation option, and any other projects regional partners would like to be considered as part of the I-5 improvement project along I-5. TRPC plans to provide additional information to members on the NEPA scoping process.

Councilmember Swarthout stressed the importance of receiving funds for the completion of trails as it could transform the entire area and provide a safe way to access downtown Olympia.

Councilmember Schneider inquired about the timeline for elevating the Nisqually Bridge. Mr. Daily advised that the NEPA review process requires approximately two years to complete. Completion of NEPA is an important step to receive federal funds as elevating the area around the Nisqually Delta will cost approximately \$1.5 billion. Following completion of the NEPA review, \$75 million is available for design for the delta area, which will require a minimum of two years. TRPC is targeting 2027 to seek construction funds and is competing with the Columbia River crossing project, which has received \$1 billion for the Move Ahead Washington project.

Councilmember Agabi inquired about the location and length for improvements to the freeway shoulder. Mr. Daily advised that the shoulder hardening work would encompass the freeway segment between Sleater Kinney Road and Henderson Boulevard. Councilmember Agabi remarked that most of the congestion from 3 p.m. to 6 p.m. is at the interchange of I-5 and Highway 101. Hardening the shoulder does not appear to alleviate the

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congestion at the chokehold of I-5 and Highway 101. Mr. Daily noted that the region has two major choke points and because of the urgency of the Nisqually Delta, part-time shoulder work is a temporary measure. However, TRPC will continue to explore strategies to improve the I-5/101 interchange.

Councilmember Cathey asked whether the roundabout at SR 507 would relieve traffic from the Nisqually Delta. Mr. Daily described the traffic congestion and backups at SR 507 and SR 702 (Graham). A roundabout would increase circulation through the area. All three roundabouts in concert would keep traffic moving. The strategies do not include a prior consideration of a cross base highway as TRPC explored only strategies to reduce congestion along I-5. He added that not all improvements would solve all congestion issues as the region's population expands. The goal is to improve mobility for people, goods, and services.

Councilmember Swarthout commented that she is pleased to represent Tumwater on TRPC and is appreciative of the work completed by TRPC. She asked whether SR 507 would be considered an alternate to access the base. Mr. Daily advised that direct access to the base from SR 507 is not possible; however, the base has two entrances that can be accessed indirectly from SR 507. Councilmember Swarthout inquired about the status of an entrance to the base following the Amtrak derailment. Mr. Daily said TRPC is considering a strategy for opening the perimeter road normally closed to non-military vehicles. Following the derailment, the military opened the road to traffic for access to the base from I-5. The base has indicated a willingness to consider the option, which will be included in the modeling to be completed.

Councilmember Swarthout asked whether the City's E Street Extension project could be considered for funding from the infrastructure funding package. Mr. Daily affirmed the project could be a good candidate for funding after additional review to determine if the project meets specific federal requirements.

Councilmember Swarthout reported she attended a seminar sponsored by the Walkability Institute promoting the importance of trails to the health of a community and the effects on a community when a major corridor or freeway is constructed through the middle of a city. The seminar highlighted the importance of communities improving connections to increase walkable options.

Mr. Daily said the infrastructure funding package also has prioritized some funding for issues caused by previous decisions for locating highways and freeways through communities. The focus is mainly on those areas of lower wealth; however, there could be some funding opportunities for Tumwater as I-5 did split the City.

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PUBLIC COMMENT: **Larry Madren** was unable to provide comments because of technical difficulties. Mayor Sullivan encouraged Mr. Madren to provide written comments to the Council.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Worksession, April 12, 2022
- b. Approval of Minutes: City Council, April 19, 2022
- c. Payment of Vouchers
- d. Reappointment of Erin Carrier, Mike Culley and Kelly Stowe to the Board of Parks and Recreation Commissioners and David Bills, Brian Reynolds and Satpal Sohal to the Lodging Tax Advisory Committee (Hanna Miles)
- e. Barclift Park & Tumwater Hill Park Restroom Improvements – Award and Authority to Sign Contract

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

Mayor Sullivan reviewed the items approved on the consent calendar.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**
Leatta Dahlhoff

The next meeting is scheduled on May 10, 2022 at 8 a.m. The agenda includes a Veteran Post-Traumatic Stress Disorder briefing, a District Court update, an update on Narcan distribution, and review and recommendation on the First Amendment to Nisqually Jail Service Agreement.

**GENERAL
GOVERNMENT:**
Michael Althaus

At its last meeting on April 13, 2022, the committee discussed annexation of county islands and Urban Forestry Management Plan amendments. The next meeting is scheduled on May 11, 2022 for a discussion on binding site plan amendments.

PUBLIC WORKS:
Eileen Swarthout

The next meeting is scheduled on May 5, 2022 at 8 a.m. and includes a public hearing on the 2022 - 2035 Barnes Lake Management District (BLMD) Assessment Increase and an update on the status of the City's Operations and Maintenance Facility.

**BUDGET AND
FINANCE:**
Debbie Sullivan

There was no meeting and no report.

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

Director Matlock reported Tumwater Police Department and Tumwater HOPES sponsored a medication take-back event. The event resulted in the proper disposal of 175 pounds of prescription medication.

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A Red Cross Blood Drive is scheduled at the Tumwater Fire Department from 10 a.m. to 3 p.m. on Wednesday, May 25, 2022. Appointments may be scheduled online through the City's website.

Two future community events include a community meeting on the City's Operations and Maintenance Facility and neighborhood park featuring three 1-hour sessions beginning at 4:30 p.m. on Wednesday, May 18, 2022. Residents will be able to discuss issues with staff members and the design team and view updated plans and share feedback on the facility design, landscaping, lighting, property buffers, design elements, overall theme, and intersection improvements at 70th Avenue and Old Highway 99.

An upcoming virtual Regional Fire Authority Town Hall will be hosted by the Cities of Olympia and Tumwater on Thursday, May 19, 2022 at 6 p.m. The remote meeting provides a good opportunity to learn about fire and emergency services, regionalization, and impacts on services to the community. Interested individuals can access www.olympiatumwaterrfa.org.

Mayor Sullivan reported on her attendance to the last Community Action Council of Lewis, Mason, and Thurston County. Discussions have been occurring with Thurston County about the organization. The conversations have moved forward and an update will be released on the status of those conversations.

Mayor Sullivan said she plans to meet individually with Councilmembers over the next several weeks to receive feedback on the proposed budget.

Mayor Sullivan encouraged the Council to complete their application for participation in the City's 4th of July Parade.

Councilmember Cathey asked for additional information on the request for the Council to provide feedback on the proposed budget. Mayor Sullivan explained that she is seeking input from the Council on items that should move forward or to include in the budget. The process is similar to former Mayor Kmet's meetings with the Council.

Councilmember Dahlhoff offered examples of some budget requests she plans to request. One request is a line item within the budget for Council discretion to respond to unexpected activities or needs.

Mayor Sullivan announced the hiring of the Sustainability Coordinator and an Economic Development Manager. The Sustainability Coordinator's first day was Monday, May 2, 2022. The Economic Development Manager is scheduled to start working in June.

COUNCILMEMBER

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REPORTS:

Angela Jefferson:

At the April 20, 2022 meeting of the Thurston County Emergency Medical Services Council, members discussed ALS and BLS response time reports. The average time for urban, suburban, and rural response reflects compliancy over 90% of the time. Members received a Disaster Medical Coordination Center and Training presentation focusing on the Amtrak derailment as an example on how to improve emergency response preparedness. Three issues were identified as affecting emergency medical response. They include hospital discharge to long-term care, the hospital staffing bill recently passed by the Legislature, and regional isolation and quarantine facilities. The Department of Health is anticipated to respond to the questions before the June meeting. The 90-day no divert proposed by the hospital initiative is working well. Multicare has assumed the lead for the initiative in Thurston County.

At the last meeting of Experience Olympia (Visitor and Convention Bureau) on April 19, 2022, members adopted the 2022 Business and Marketing Plan. The annual meeting has been scheduled on June 1, 2022 from 3 p.m. to 6 p.m. Councilmembers Jefferson and Schneider are planning to attend. The annual meeting will be held at the Indian Summer Golf Course.

Tumwater's recent Easter Egg Dash was mentioned on Seattle websites as one of the best Easter egg events for the Seattle area in 2022.

Local models are being sought for a filming a *Biking Beyond at Thurston County* video on June 3 and 4, 2022.

Councilmember Jefferson attended the Thurston Regional Law and Justice Council meeting on April 21, 2022. Legislative bills related to courts included legal and financial obligations. Members reviewed several bills adopted by the Legislature focusing the limiting ghost guns. The Thurston County Sheriff had indicated the presence of ghost guns is not problematic in the area.

Joan Cathey:

Councilmember Cathey attended the Regional Housing Council (RHC) on April 26, 2022 with Councilmember Althausen.

Upcoming meetings include the Solid Waste Advisory Committee, the RHC Funding Committee, the Olympic Area Clean Air Agency, the General Government Committee, and another RHC meeting.

Charlie Schneider:

Councilmember Schneider attended the April 25, 2022 Climate Action Steering Committee meeting. Members are updating the committee's charter. Members elected new officers and established term limits.

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At the April Tumwater Area Chamber of Commerce meeting, members discussed real estate. The average house price in Thurston County is \$531,000. In 2018, the average price for a home was \$350,000 reflecting an increase of \$200,000 in valuation over a four-year period. The average time a home is on the market is less than 14 days.

Councilmember Schneider attended the City's Earth Day and Arbor Day celebrations at Historical Park on Saturday, April 23, 2022. The Tree Board distributed 100 free tree seedlings. Volunteers spread landscaping mulch and the Parks and Recreation Department hosted a lunch for all volunteers.

Councilmember Schneider participated in the Tumwater HOPES/Tumwater Police Department medical lockbox distribution event. Approximately 11 boxes were provided to the community as well as collecting prescription drugs.

The next Tumwater Youth Program Grade School Night is scheduled on Friday, May 6, 2022 from 7 p.m. to 9:30 p.m. at Peter G. Schmidt Elementary School. The middle school event is scheduled on Friday, May 13, 2022 from 7 p.m. to 10 p.m. at Bush Middle School.

Peter Agabi:

At the last meeting of the Joint Animal Services Committee (JASCOM), the Executive Director presented the 2022 budget. Members approved a budget amendment of \$5,000 for improvements to the animal facility. Staff recommended and received approval of a candidate for appointment to JASCOM representing non-profits.

Leatta Dahlhoff:

The last meeting of the Regional Fire Authority (RFA) Planning Committee was on April 25, 2022. Members discussed feedback received from members of the Olympia and Tumwater City Councils. Members finalized the plan for initial public outreach sessions and continue to work on governance options and an initial options package. Members are scheduled to begin discussing jurisdictional boundaries of the RFA. The committee meets twice a month with the next meeting scheduled on May 9, 2022 to continue discussions on governance, identification of three to four preferred options, an initial draft finance plan review forecast of seven years, and an update on Fire Benefit Charge data collection and analysis.

At the last meeting of the Thurston County Opioid Response Task Force, members reviewed some statistics. The tracking of data from 2020 to 2021 on opioid substance use reflects a 40% increase in overdose cardiac incidents with 22 overdose deaths in 2021. Statistics reveal Thurston County is experiencing a reduction in 911 calls but overdoses are increasing because many people are switching from using heroin to fentanyl. She encouraged everyone to visit the Thurston County Public Health webpage for information on a variety of prevention programs.

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Michael Althausen:

One of the significant actions by members of the RHC was renewal of contracts for services in the community. Generally, the contracts cover two years but are renewed after the first year to ensure a benchmark to measure outcomes and progress. Most of the contracts are progressing well and are on track with several providers experiencing difficulty hiring staff to deliver services to the community. The Funding Committee reviewed the contracts and provided a recommendation for renewal of all contracts. The Council also renewed the consolidated homeless grant and housing essential needs contract of \$4.4 million. The Council's 2163 funding total another \$1.5 million for services directly provided to people experiencing homelessness. A third smaller funding source is available of \$291,000 from the Human Services Fund. The Council received the final count of the Point in Time Count from the January count. In Thurston County, 766 people were experiencing homelessness reflective of a lower rate than last year and 2020. However, it does not mean the rate of homelessness has reduced because of the challenges associated with the inability to contact all people. One of the findings is the high number of co-occurring disorders and health conditions. Many are experiencing some kind of mental health issue or disorder during their homelessness experience. Approximately 40% of the homeless are experiencing some form of mental health disorder. The homeless also experience higher rates of physical disability, substance use disorders, and developmental disabilities. Approximately 72% of the homeless receiving services lived in Thurston County while 4% reported a prior residence from another state. Members received an update on the homeless encampment along Ensign Road. The area has experienced an increase in vehicles parked along the road hindering ambulances from accessing the hospital requiring a reroute via Lilly Road, which has increased response time by 60 seconds to three minutes. Thurston County and the City of Olympia may take some action to clean up of the area because of an increase in incidents occurring along the road. The City of Olympia and Thurston County obtained property to address vehicle parking. However, the timeline for moving the vehicles is unknown at this time.

Councilmember Althausen met with the Funding and Governance Workgroup for the Capitol Lake Deschutes Estuary project to discuss preliminary next steps as it appears the estuary is the preferred alternative for management of Capitol Lake. Next steps include examining costs to implement the alternative. Local jurisdictions should anticipate some responsibility for ongoing maintenance expenses. The state would likely fund all dredging operations and most of the upfront capital costs with local jurisdictions responsible for maintenance costs.

The RHC retreat is scheduled on Friday, May 6, 2022 with the second day of the retreat scheduled on Friday, May 13, 2022.

Eileen Swarthout:

Councilmember Swarthout reported she was able to take a two-week vacation. She commented on the efforts by the Council in addition to

TUMWATER CITY COUNCIL MEETING
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attending Council meetings. She is appreciative of the time and effort each Councilmember contributes to serve the City of Tumwater.

OTHER BUSINESS: Councilmember Cathey referred to the community meeting for the City's new Operations and Maintenance Facility on May 18, 2022. She expressed concerns about the recommendation of not attending the community meeting. The results of the meeting would be reported to the Council by staff. As a Councilmember for the City of Tumwater she asked why staff is recommending against the attendance by the Council other than avoiding a quorum of the Council. The meeting includes three sessions, which affords an opportunity to stagger attendance to avoid a quorum. She is not comfortable with the decision nor is she comfortable speaking to community members about the lack of Council presence during the community meeting.

Mayor Sullivan responded that the community meeting is intended for staff to present and describe the project and receive feedback from the community.

Councilmember Cathey noted the plan for the facility has changed since the last meeting with the community. The last meeting with the community did not restrict attendance by Councilmembers. She suggested the situation has changed and has created an uncomfortable environment, as the Council is not being allowed to interact with the community.

Mayor Sullivan emphasized that the purpose of the community meeting is to provide information on the proposal to the public and receive any feedback.

Manager Cook reported the Council recently received training on community engagement. The model for the community meeting is IAP2, which is an international model based on best practice for community engagement. Staff reviewed the opportunity to re-engage with the community and recommended the model of inform and consent to update the community on modifications to the site plan, reduction in building size, reduced traffic and staffing by 30%, and the concurrent projects of the roundabout and the park instead of separately to address traffic and safety concerns. The meeting model establishes small groups with community members meeting with the architect, engineers, and staff to engage in a group dialogue. The input will be recorded in a variety of ways. Other meetings will be scheduled to provide the ability for community members to offer public testimony or comments to the Council. The three 1-hour sessions will include the same content largely because a larger space was not available. The meeting has been pre-ticketed to limit the number of attendees for each session. The City may need to add a fourth session to accommodate all community members.

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Director Matlock shared additional information on the format and previous successful efforts that provided good community feedback.

Manager Cook added that the City continues to receive emails and other forms of communication that will be provided to the Council. The emails have been reviewed to document inaccurate or missing information that should be corrected and communicated to the community.

Councilmember Schneider disclosed that he plans to attend the community meeting. He spoke to both City Administrator Doan and City Attorney Kirkpatrick about his attendance. The Council has the option to attend and he has elected to attend to enable interaction with the public that is not possible during a public hearing.

Mayor Sullivan provided additional information on the purpose of the format of the meeting and future meeting opportunities with the community.

Councilmember Cathey commented that the suggestion to the Council to avoid attending and then receive a briefing from staff conveys a troubling message.

Councilmember Dahlhoff pointed out the importance of not attending as a way to create space for the community to connect with staff. She does not plan to attend to enable community members to connect with the architects and engineers.

Councilmember Agabi said he has received numerous emails and phone calls regarding the meeting and has elected not to attend to enable staff to have an opportunity to provide information and receive feedback from the community. Many of the phone calls conveyed some anger from the community.

Councilmember Swarthout agreed with Councilmember Dahlhoff as she trusts the process and looks forward to receiving information from staff.

Councilmember Althaus commented on the importance of Councilmembers who elect to attend to avoid comprising the goals and method of the process. He does not plan to attend the meeting.

Councilmember Jefferson said her intent for attending is to observe the process as a new member of the Council.

Mayor Sullivan noted that the City has had difficulty hosting meetings during the pandemic because of the different protocols necessary to record and conduct meetings.

Manager Cook thanked the Council for the feedback and encouraged

**TUMWATER CITY COUNCIL MEETING
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members to trust the process as the goal is for staff to work collaboratively with the neighborhoods in a problem-solving mode.

Councilmember Schneider said the issue of trust is a non-issue as his intent as a Councilmember is to be available to the public.

Councilmember Dahlhoff pointed out that the role of the Council is to establish policy while staff's role is process and procedures. The challenge she would encounter is answering questions on processes and procedures. She believes those answers should be provided by staff.

ADJOURNMENT: Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to adjourn the meeting at 9:23 p.m. A voice vote approved the motion unanimously.

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: May 17, 2022
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 169886 to 169970 in the amount of \$510,592.75 dated April 29, 2022 and electronic payments 901559 to 901584 in the amount of \$194,304.88.

2) Background:

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

Vendor	\$	Description
AWC Employee Benefit Trust	127,080.55	May 2022 Medical/Vision/Dental Premiums
Systems for Public Safety, Inc.	60,473.61	Prep for three Police vehicle replacements
LEOFF Health & Welfare Trust	48,909.99	Police Guild medical Premiums
Shea, Carr & Jewell, Inc	58499.79	Professional Services - Capital Blvd: Israel Rd to M Street Project

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

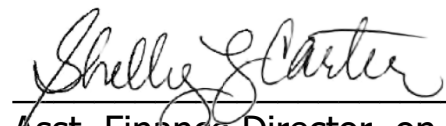
6) Attachments:

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

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 169886 through 169970 in the amount of \$510,592.75
Electronic payment No 901559 through 901584 in the amount of \$194,304.88
Wire payments of \$231,892.44



Asst. Finance Director, on behalf of the Finance Director

Checks dated 04/29/2022

TO: City Council
FROM: Jon Weiks, Chief of Police
DATE: May 17, 2022
SUBJECT: First Amendment to Nisqually Jail Service Agreement

1) Recommended Action:

Authorization for the Mayor to sign the First Amendment to Nisqually Jail Service Agreement.

2) Background:

The 2017-2022 Nisqually Jail Service Agreement expired on January 1, 2022. The First Amendment to Nisqually Jail Service Agreement was drafted to provide both entities time to enter into a new contract by the end of 2022.

3) Policy Support:

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

4) Alternatives:

We have no other alternative. The Nisqually Jail is the only facility currently allowing suspects to be booked for misdemeanor offenses.

5) Fiscal Notes:

The daily contract rate for 2021 was \$71.03 and the 2022 rate is adjusted to \$100.00. The rate increase is due to expanded mental health, medical and other services provided at the facility.

6) Attachments:

- A. 2017-2022 Nisqually Jail Service Agreement
- B. 2022 First Amendment to Nisqually Jail Service Agreement

**Nisqually Indian Tribe
Tribal Council Resolution No. 6 -2017**

**A RESOLUTION APPROVING LIMITED WAIVER OF THE NISQUALLY INDIAN
TRIBE'S SOVEREIGN IMMUNITY FOR THE NISQUALLY JAIL SERVICES CONTRACT
WITH THE CITY OF TUMWATER**

WHEREAS, the Nisqually Indian Tribe is the successor descendent entity of the Nisqually Nation signatory to the Treaty of Medicine Creek of 1854 (10 Stat. 1132), and unto this day has retained and maintained its Tribal identity, its governing body, and its sovereign powers;

WHEREAS, the Nisqually Indian Tribe is a federally recognized American Indian Tribe organized under its governing Constitution and Bylaws approved by the U.S. Secretary of the Interior on September 9, 1946 and amended on October 28, 1994, pursuant to Section 16 of the Indian Reorganization Act, 25 U.S.C. 476;

WHEREAS, the Nisqually Tribal Council is the duly constituted governing body of the Nisqually Tribe, and the Tribal Council is the duly elected representative body of the General Council by the authority of the Tribe's Constitution and Bylaws, as amended; and

WHEREAS, the City of Tumwater and the Nisqually Jail wish to enter into a Jail Services Agreement for use of the Tribe's Detention and Corrections Facility;

WHEREAS, the Jail Services Agreement with the City of Tumwater contains a limited waiver of the Nisqually Tribe's sovereign immunity regarding any disputes that arise from that contract;

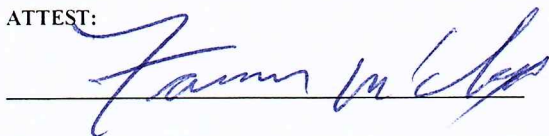
NOW, THEREFORE, BE IT RESOLVED that the Nisqually Tribal Council does acknowledge and approve the limited waiver of its sovereign immunity solely for litigation of matters arising from, and between the parties to, the Jail Services Agreement between the City of Tumwater and the Nisqually Indian Tribe;

BE IT FINALLY RESOLVED that the Nisqually Tribal Council does hereby authorize the Tribal Council Chief Executive Officer to enter into the Jail Services Agreement with the City of Tumwater.


Certification

I certify that the above Resolution was adopted at a regular meeting of the Nisqually Tribal Council held on the 5th day of January 2017 at the Nisqually Administration Building, at which time a quorum was present and voting 6 FOR 0 AGAINST 0 ABSTENTIONS.

ATTEST:



Farron McCloud, Chairman
Nisqually Indian Tribe



Sheila McCloud, Secretary
Nisqually Indian Tribe

NISQUALLY JAIL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into on this 1st day of January, 2017, by and between the Nisqually Indian Tribe, a Federally Recognized Indian Tribe, hereinafter referred to as "Nisqually" and the City of Tumwater, a Washington municipal corporation, hereinafter referred to as "Tumwater." This agreement is for the housing of inmates of Tumwater in the Nisqually Detention and Corrections Center hereinafter referred to as "jail" pursuant to Chapters 39.34 and 70.48 RCW.

THE PARTIES HEREBY AGREE as follows:

1. **SERVICE.** Nisqually shall care for prisoners placed in the custody of officers of the Nisqually Jail. The term "prisoner" shall include any person arrested, sentenced by the court or held under authority of any law or ordinance of Tumwater; provided, that the Nisqually Police Chief or the Nisqually Corrections Director shall have the right to refuse to accept custody if in his opinion that would result in overcrowding of the jail, or health, safety or security risks. If not accepted, Nisqually will provide written notice indicating why booking was declined.
2. **CARE.** "Care" shall mean room and board and basic medical care. Basic medical care shall include in-house routine medical services that can be treated by Nisqually Jail staff according to their current level of training with the supplies available at the Jail. In addition, prisoners housed pursuant to this agreement shall be subject to the same rules and regulations required of other prisoners housed in the Nisqually jail.
3. **DURATION OF CONTRACT.** The term of this agreement shall be for five (5) years. The agreement may be terminated without cause by either party by providing the other party with thirty (30) days written notice. Notice shall be deemed proper when provided to:

Tumwater:	City Administrator City of Tumwater 555 Israel Road S.W. Tumwater, WA 98501
Nisqually:	Chief Executive Officer Nisqually Indian Tribe 4820 She-Nah-Num Dr. S.E. Olympia, WA 98513
4. **RELEASE.** Prisoners will only be released when they have served their full time unless release is authorized by any other provision of this agreement or is ordered by a court of competent jurisdiction.
5. **GUARANTEED MINIMUM BED SPACE.** Nisqually guarantees that five (5) beds per day shall be dedicated to Tumwater for its prisoners.

6. **PAYMENT.** Tumwater shall pay to Nisqually the amount of Twenty Dollars (\$20.00) for a booking fee and Sixty dollars (\$60.00) per day per prisoner for care. The “booking fee” will include taking fingerprints and photographs of the prisoner, initial screening, inventorying and safekeeping prisoner’s personal property and associated processing fees. A “day” is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone. Tumwater shall be charged the booking fee only for anything less than two (2) hours of custody time. A “day” cost for purposes of this agreement will include all costs associated with the maintenance, care, custody of the inmate including but not limited to meals, housing, clothing, insurance, health, administration, and other related costs. A “day” cost does not include inmate medical care costs which are addressed in Section 7 below. Tumwater shall pay the sixty dollar (\$60.00) daily prisoner rate for each of the five beds whether used by Tumwater or not. Nisqually will submit a monthly invoice to Tumwater within sixty (60) days of the end of each monthly billed period for the guaranteed minimum bed spaces as well as additional prisoners housed pursuant to this agreement. Tumwater shall pay such invoices within 30 days of receipt. Interest at the rate of 12% per annum shall be charged on all past due accounts.

The rate shall increase by \$5.00 for the calendar year beginning January 1, 2018. Thereafter, the rate shall increase by 3% for each of the remaining calendar years, as follows:

2017	Sixty Dollars	(\$60.00)
2018	Sixty-Five Dollars	(\$65.00)
2019	Sixty-Six Dollars and Ninety-Five Cents	(\$66.95)
2020	Sixty-Eight Dollars and Ninety-Six Cents	(\$68.96)
2021	Seventy-One Dollars and Three Cents	(\$71.03)

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

7. **MEDICAL CARE.** Except for basic medical care, Tumwater shall be solely responsible for the medical care and medical expenses of prisoners housed pursuant to this agreement, provided that if the prisoner has his or her own medical coverage, Nisqually will coordinate with Tumwater so that such insurance may be utilized. In the event that a prisoner requests non-urgent medical care, Nisqually shall contact Tumwater for approval. Tumwater shall provide Nisqually with the names and telephone numbers of designated contact people who shall be available on a twenty-four hour basis and authorized to approve medical treatment. Failure of Tumwater to approve medical care shall relieve Nisqually of liability to Tumwater for any injury resulting therefrom. Nothing shall preclude Tumwater from retaking the ill or injured prisoner. In the event that Nisqually deems a prisoner to be in need of urgent or emergency care, Nisqually shall make its best effort to contact Tumwater, but may take any action it deems necessary to provide the prisoner with the needed care without obtaining prior approval. If prisoners are transported to a local hospital, the security of the prisoner shall be the responsibility of Nisqually.

To the extent permitted by state law, Tumwater shall protect, defend, hold harmless and indemnify Nisqually from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the failure of Tumwater to approve such care or for any reason other than injuries and harm resulting from the negligent or intentional acts or omissions of Nisqually or its officers. Nisqually shall protect, defend, hold harmless and indemnify Tumwater from and against all claims, suits and actions relating to the medical care of prisoners housed under this agreement which result from the failure of Nisqually to notify Tumwater in writing that a prisoner is in need of medical treatment or for any negligent or intentional acts or omissions of Nisqually or its officers in failing to provide medical care to prisoners after providing notice to Tumwater.

8. **TRANSPORTATION.** Tumwater shall be responsible for furnishing transportation for prisoners housed pursuant to this agreement. Tumwater may request that Nisqually provide necessary transportation and Nisqually shall make best efforts to provide such transportation, subject to staff availability. Tumwater shall reimburse Nisqually for costs incurred for transportation. Such costs shall include mileage at the Federal rate as determined by the IRS standard mileage rate (currently \$.575 per mile), labor (fifty dollars (\$50.00) per hour) and overhead (.5 x labor). Nisqually shall not transport any prisoner without the express agreement of Tumwater unless such transportation is required by a court order or because of a medical emergency.
9. **CUSTODY TRANSFER.** Officers of Tumwater placing a prisoner in custody of Nisqually will be required to remain in the immediate presence of the prisoner at all times until relieved of custody by Nisqually Corrections Staff. Booking out and/or release of Tumwater's prisoners shall be the responsibility of Tumwater Officers.
10. **CITY ACCESS TO PRISONERS.** All Tumwater police officers and investigators shall have the right to interview the prisoner inside the confines of the Nisqually Jail subject only to necessary security rules. Interview rooms will be made available to Tumwater police officers in equal priority with those of any other department, including the Nisqually law enforcement personnel.
11. **RIGHT TO INSPECTION.** City of Tumwater shall have the right to inspect, at all reasonable times, all of the Nisqually Jail in which City of Tumwater's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to the City and that such inmates therein are treated equally regardless of race, gender, orientation, religion, color, creed or national origin; provided, however, that Nisqually shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.
12. **RELEASE OF PRISONERS FROM NISQUALLY.** No Tumwater Prisoner confined in the Nisqually Jail shall be removed therefrom except:
 - a. When requested by a Tumwater Police Department supervisor in writing;

- b. By Order of the Tumwater Municipal Court, Thurston County District Court or the Thurston County Superior Court in those matters in which it has jurisdiction;
 - c. For appearance in the court in which a Tumwater prisoner is charged;
 - d. In compliance with a writ of habeas corpus;
 - e. For interviews by the Tumwater City Attorney or member of the Tumwater Police Department;
 - f. If the prisoner has served his or her sentence or the charge pending against said prisoner has been dismissed or bail or other recognizance has been posted as required by the courts.
- 13. **INMATE ACCOUNTS AND VALUABLES.** Nisqually shall maintain inmate accounts and valuables pursuant to its Jail Policy.
- 14. **DISCIPLINE.** Nisqually shall have physical control over and power to execute disciplinary authority over all City of Tumwater inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the Nisqually Indian Tribe, State of Washington or federal law.
- 15. **RECORDS AND REPORTS.** Nisqually shall keep all necessary and pertinent records concerning City of Tumwater inmates to the same standards as required by the State of Washington Records Retention Schedule and other Washington state and federal laws relevant to such record retention. Tumwater upon request shall be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration. Nisqually shall retain all books, records, documents and other material relevant to this agreement for six (6) years after its expiration. Nisqually agrees the City, or its designee, shall have full access and right to examine any of said materials at all reasonable times during retention period.
- 16. **PREA COMPLIANCE.** Nisqually complies with or exceeds the standards set forth in the Prison Rape Elimination Act and, in accordance with 28 C.F.R Part 115.12, shall allow Tumwater staff to monitor its facility with reasonable notice to ensure compliance thereto.
- 17. **INDEMNIFICATION.** Tumwater shall protect, indemnify, and save Nisqually harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Tumwater, its employees, agents or sub-contractors, howsoever caused. Tumwater will be responsible for any damages caused by its employees to Nisqually equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to Nisqually.

Nisqually shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of Nisqually, its employees, agents or sub-contractors, howsoever caused. Nisqually will be responsible for any damages caused by its employees to City of Tumwater equipment and/or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of Tumwater.

18. **INDEPENDENT STATUS OF NISQUALLY.** The parties to this contract, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
19. **INSURANCE.** Tumwater shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability.

Nisqually shall obtain and maintain occurrence based insurance that provides liability coverage in the minimum liability limits of three Million Dollars (\$3,000,000.00) per occurrence and three Million Dollars (\$3,000,000.00) in the aggregate for its conduct in creating liability exposure related to the confinement of inmates, including general liability, errors and omissions, auto liability and police professional liability.

- 19.1 **CERTIFICATE OF INSURANCE.** Tumwater agrees to provide Nisqually with evidence of insurance coverage in the form of a certificate from a solvent insurance provider confirming coverage from a solvent insurance pool which is sufficient to address the insurance obligations set forth above. A copy of the certificate shall be provided annually and for the duration of this agreement. Nisqually agrees to provide Tumwater acceptable evidence of insurance coverage in the form of a certificate of insurance or other information identifying insurance coverage.
20. **AMENDMENTS.** All provisions of this agreement may be amended in writing at any time by mutual consent of the parties hereto and such amendments shall take effect immediately. In the event of any conflict, inconsistency, or incongruity between the provisions of this agreement and the provisions of the amendment, the provisions of the amendment shall in all respects govern and control.

21. **CONSENT TO JURISDICTION AND TRIBE'S EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** The Nisqually Indian Tribe does hereby expressly consent to a limited waiver of sovereign immunity and consents to jurisdiction in the courts of the State of Washington as having exclusive jurisdiction to hear, resolve and enter final judgment on any legal dispute by and between the parties to this agreement and/or their affected officers, officials, and employees, concerning the interpretation of this agreement, enforcement of any of its provisions, and any complaints or counterclaims for monetary damages and/or for equitable relief for any alleged or actual breach of any provision of this agreement and/or for the enforcement of any such final judgment entered by any court of the State of Washington regarding such matters.
22. **APPROVAL BY CITY & TRIBAL COUNCILS AND RECORDING.** Each party to this Agreement warrants that its City Council or Tribal Council has approved and authorized the signatories below to execute this Agreement. Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites of both parties.
23. **REMEDIES.** No waiver of any right under this agreement shall be effective unless made in writing by the authorized representative of the parties to be bound thereby. Failure to assist upon full performance on any one or several occasions does not constitute consent to or waiver of any later non-performance, nor does payment of a billing or continued performance after notice of a deficiency in performance constitute an acquiescence thereto.
24. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
25. **INVALID PROVISIONS.** Should any provisions of this agreement be held invalid, the remainder of the agreement shall remain in effect.
26. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Agreement on this date, the 18th
day of January, 2016.7

CITY OF TUMWATER

Pete Kmet

Pete Kmet, Mayor

NISQUALLY TRIBE:

Farron McCloud

Name Printed

Farron McCloud

Signature

Approved to as Form:

Allen Kupchuk

City Attorney

Attest:

Melney Valman

City Clerk

FIRST AMENDMENT TO NISQUALLY JAIL SERVICE AGREEMENT

This First Amendment ("Amendment") is dated effective this 1st day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("TUMWATER"), and Nisqually Indian Tribe, a Federally Recognized Indian Tribe ("NISQUALLY").

A. TUMWATER and NISQUALLY entered into a Service Agreement dated effective January 1, 2017, whereby NISQUALLY agreed to provide jail services ("Agreement").

B. Section 20 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. TUMWATER and NISQUALLY desire to amend the Agreement to continue the services described in of the Agreement, extend the term of the Agreement, remove any guaranteed bed space, and increase the compensation paid to NISQUALLY during the extended term.

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

1. DURATION OF COTNRACT.

Section 3 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. GUARANTEED MINIMUM BED SPACE.

Section 5 of the Agreement shall no longer be in effect.

3. PAYMENT

Section 6 of the Agreement shall be amended to read as follows:

BASIC INMATE RATE: Tumwater shall pay to Nisqually the amount of \$100.00 per day (Basic Inmate Rate) per inmate for care. A "day" is the twenty-four hour period beginning at 12:00 a.m. and ending at 11:59 p.m. in the Pacific Time Zone.

SPECIALITY RATES: The following per inmate/per diem Specialty Rates are total rates. They are inclusive of, not in addition to, the Basic Inmate Rate:

- \$180 Medical Care – payable at this rate only when the inmate is in a designated infirmary bed/unit/cell. Payment at this rate is included for any inmate who is detoxing with a Clinical Opiate Withdrawal Scale (COWS) score of 6 or higher;
- \$160 Compliant Mental Health Care – payable at this rate only when the inmate is in a designated mental health bed/unit/cell;
- \$210 Acute Mental Health – payable at this rate only when the inmate is in a designated mental health bed/unit/cell; or,
- \$140 Pharmacy – payable at this rate only when inmate utilizes on-site pharmacy services.

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
NISQUALLY INDIAN TRIBE
4820 She-Nah-Num Dr. S.E.
Olympia, WA. 98513

Debbie Sullivan, Mayor

Chief Executive Officer

ATTEST:

Printed Name:_____

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Christina Choate, Accountant
DATE: May 17, 2022
SUBJECT: Resolution No. R2022-009 – Surplus City Equipment

1) Recommended Action:

Staff Recommends that City Council adopt Resolution R2022-009 Declaring Property as Surplus.

2) Background:

The items listed on Exhibit A include 16 Police laptops, 9 other IT ER&R items, 2 broken ER&R tools, 1 Police vehicle and 1 Parks mower.

All Exhibit A items have been taken out of service or will be taken out of service and replaced according to their useful lives or have become obsolete.

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. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

6) Attachments:

- A. Resolution R2022-009 Declaring Property as Surplus.
- B. Exhibit A to the Resolution. List of the items to be surplus.

RESOLUTION NO. R2022-009

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 17th day of May 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: May 17, 2022

TO: Troy Niemeyer, Finance Manager

FROM: Christina Choate, Accountant

SUBJECT: Surplus of Equipment – Asset Management 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
0004573	69725	Closed Circuit TV System	A08K05576	Off-Site Storage
0004634	6069955	2011 Chevrolet Tahoe	1GNLC2E05BR283770	ER&R Shop
0004771	6070131	Dell E6640 Laptop Computer	2NY0YY1	Off-Site Storage
0004879	6070231	2015 John Deere 636m Mower	TC636MG025238	Facilities Building
0004909	6070270	Panasonic Toughbook CF-54	6ETSA70127	Off-Site Storage
0004910	6070271	Panasonic Toughbook CF-54	6DTSA64336	Off-Site Storage
0004911	6070272	Panasonic Toughbook CF-54	6ETSA70118	Off-Site Storage
0004912	6070273	Panasonic Toughbook CF-54	6ETSA70124	Off-Site Storage
0004913	6070274	Panasonic Toughbook CF-54	6ETSA70126	Off-Site Storage
0004914	6070275	Panasonic Toughbook CF-54	6ETSA70122	Off-Site Storage
0004915	6070276	Panasonic Toughbook CF-54	6ETSA70132	Off-Site Storage
0004916	6070277	Panasonic Toughbook CF-54	6DTSA64332	Off-Site Storage
0004917	6070278	Panasonic Toughbook CF-54	6ETSA70125	Off-Site Storage
0004920	6070281	Panasonic Toughbook CF-54	6ETSA70117	Off-Site Storage
0004929	6070283	Panasonic Toughbook CF-54	6ETSA70133	Off-Site Storage
0004930	6070284	Panasonic Toughbook CF-54	6ETSA70125	Off-Site Storage
0004923	6070291	Dell Optiplex 7040	G6H8HB2	Off-Site Storage

ITA11927	Magnavox Plasma TV	BZ000543173448	IT Department
ITA12238	Panasonic CF-54 Toughbook	7DTSA27883	Off-Site Storage
ITA12239	Panasonic CF-54 Toughbook	7DTSA27873	Off-Site Storage
ITA12240	Panasonic CF-54 Toughbook	7DTSA17850	Off-Site Storage
ITA12241	Panasonic CF-54 Toughbook	7DTSA27851	Off-Site Storage
ITA12398	MS Surfacebook	070960682254	Off-Site Storage
ITA12244	Dell Latitude 7480 Laptop	4N902G2	Off-Site Storage
ITA12242	Dell Latitude 7480 Laptop	2RM62G2	Off-Site Storage
ITA12245	Dell Latitude 7480 Laptop	22P02G2	Off-Site Storage
ITA12243	Dell Latitude 7480 Laptop	GCY62G2	Off-Site Storage
11064	1-Inch Impact Wrench	11729	Broken
11071	Milwaukee Band Saw	678J404420155	Broken

TO: City Council
FROM: Hanna Miles, Executive Assistant/Deputy City Clerk
DATE: May 17, 2022
SUBJECT: Appointment of Brian Schumacher to the Planning Commission

1) Recommended Action:

Make a motion to confirm Mayor Sullivan's appointment of Brian Schumacher to the Planning Commission.

2) Background:

Brian Schumacher has applied and interviewed to serve on the Planning Commission. The Planning Commission currently has a vacancy with a term end date of November 1, 2022. Upon Council confirmation, Brian Schumacher's appointment will be effective immediately through November 1, 2022.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

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

4) Alternatives:

- ☐ Do not approve the appointment
 - ☐ Some other course of action
-

5) Fiscal Notes:

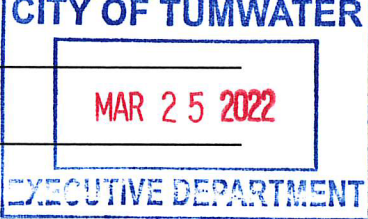
There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental information for Brian Schumacher

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name:	Brian Schumacher		
Address:	[REDACTED]		
Telephone:	[REDACTED] (Home) [REDACTED] (Cell)		
	[REDACTED] (Work)		
Date:	3/21/22	Email:	[REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council
confirmation; three-year terms; active

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

Crime Stoppers:

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

Historic Preservation Commission:

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

Planning Commission:

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

1

Thurston Community Television:

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

Tree Board:

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

3/21/22

Brian Schumacher

Office of the Mayor
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

To the Honorable Debbie Sullivan,

I'd like to be considered for one of the open positions on the Tumwater Planning Commission.

My family and I have lived in Tumwater for a little over three years and we've grown to really enjoy the community. Tumwater is a great place to raise a family and I'd like to help ensure that continues into the future.

I help manage pharmacies for a living, and have a wide range of both personal and professional experiences, but I really enjoy discussing development and land-use issues. It feels like, at least in Western Washington, we've reached a point where further development needs to be carefully considered, well planned, and strategically executed. To the extent that government can help in that process, I'd like to be involved.

I'm happy to discuss this application, my background, or any other pertinent issue at your convenience. Thank you very much for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'B. Schumacher', followed by a long horizontal line extending to the right.

Brian Schumacher

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: May 17, 2022
 SUBJECT: Ordinance No. O2022-001, Eleven County Island Annexations

1) Recommended Action:

Approve Ordinance No. O2022-001, Eleven County Island Annexations.

2) Background:

Tumwater has twelve 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, Trosper Lake, 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.

The County Board of Commissioners and the City Council held a joint hearing on January 18, 2022 to approve an Interlocal Agreement setting out the process for annexing all twelve islands. The City Council approved the Interlocal Agreement on January 18, 2022 and the County Board of Commissioners approved the Interlocal Agreement on January 25, 2022.

Notice of Intent applications for the twelve annexations were submitted to the Boundary Review Board for Thurston County on February 16, 2022, by the City of Tumwater Thurston County Boundary Review Board Notice of Intent process.

The Boundary Review Board for Thurston County approved the waivers of the 45-day period allowed for the jurisdiction of the Boundary Review Board to be invoked and returned nine of the twelve annexations to the City of Tumwater for final action on March 7, 2022. The nine annexations included the following:

1. 984 Liberty Street Annexation
2. Dennis Street Annexation
3. Linwood Avenue Annexation
4. Pioneer Street North Annexation
5. Pioneer Street South Annexation
6. Quince Street North Annexation
7. Quince Street South Annexation
8. Rural Road South Annexation
9. Sapp Road Annexation

The Boundary Review Board for Thurston County returned the remaining three annexations to the City of Tumwater for final action on April 4, 2022 after the 45-day period allowed for the jurisdiction of the Boundary Review Board to be invoked was completed. The three annexations included the following:

1. Liberty Street Annexation
2. Rural Road North Annexation
3. Trosper Lake Annexation

The next step in the process is consideration and approval of two ordinances by the City Council.

The "Eleven County Islands" annexation ordinance (Ordinance No. O2022-001) is being considered by the City Council on May 17, 2022 and the ordinance includes the following annexation areas:

1. 984 Liberty Street Annexation
2. Dennis Street Annexation
3. Linwood Avenue Annexation
4. Pioneer Street North Annexation
5. Pioneer Street South Annexation
6. Quince Street North Annexation
7. Quince Street South Annexation
8. Rural Road South Annexation
9. Sapp Road Annexation
10. Liberty Street Annexation
11. Rural Road North Annexation

A second ordinance for the Trosper Lake Island annexation (Ordinance No. O2022-002) will be considered by the City Council on June 7, 2022.

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.

Strategic Priority: Provide and Sustain Quality Public Safety Services
Goal: *"Annex the unincorporated islands to enhance public safety"*

4) Alternatives:

☐ None

5) Fiscal Notes:

This is an internally funded work program item. The fiscal analysis for the annexations was previously presented to City Council. As primarily single family development, there are no significant revenue generators. Most services are already being provided by the City.

6) Attachments:

- A. Ordinance O2022-001, Eleven County Island Annexations
- B. Exhibit "A" of Ordinance O2022-001 – Legal Descriptions and Maps for the Eleven County Islands

- C. Exhibit “B” of Ordinance O2022-001 – Interlocal Agreement between the City of Tumwater and Thurston County, Related to the Annexation of County Islands Located within the Surrounding Jurisdictions of the City
- D. Presentation

ORDINANCE NO. O2022-001

AN ORDINANCE of the City Council of the City of Tumwater, Washington, annexing to the City of Tumwater certain contiguous properties referred to as the "Eleven County Islands" located within the Tumwater Urban Growth Area entirely surrounded by the City of Tumwater, in Thurston County, Washington, as more particularly described herein.

WHEREAS, County islands are those unincorporated Thurston County areas that are bounded on all sides by the City of Tumwater; 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 twelve unincorporated County islands located within the boundaries of the City; and

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

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

WHEREAS, RCW 35A.14.296 authorizes any code city to annex unincorporated island 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

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 are proposing to annex are within the service area of the McLane Black Lake Fire Department; and

WHEREAS, RCW 35A.14.296 empowered 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; 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 the interlocal agreement and had no objection to the annexation of the County islands; and

WHEREAS, on November 24, 2021, post cards were mailed to property owners and residents in all twelve of the proposed annexation areas letting them know about proposed interlocal agreement and the open house; and

WHEREAS, on December 1, 2021 the City and County held a virtual open house to present information regarding the proposed interlocal agreement and annexation process for all twelve of the proposed annexation areas; and

WHEREAS, on December 3, 2021 the City Clerk caused the Notice of Availability of the interlocal agreement to be posted, published four times in the manner provided by law, and mailed to all property owners and residents in all twelve of the proposed annexation areas; and

WHEREAS, on January 6, 2022 the Thurston County Clerk and the City Clerk caused Notice of Public Hearing on the interlocal agreement to be posted and published in the manner provided by law, and mailed to all property owners and residents in all twelve of the proposed annexation areas; and

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

WHEREAS, the City Council approved the interlocal agreement on January 18, 2022; and

WHEREAS, the Board of County Commissioners approved the interlocal agreement on January 25, 2022; and

WHEREAS, Notice of Intent applications for all twelve annexations were submitted to the Boundary Review Board for Thurston County by the City on February 16, 2022; and

WHEREAS, the Boundary Review Board for Thurston County approved the waivers of the 45-day period allowed for the jurisdiction of the Boundary Review

Board to be invoked and returned nine of the twelve annexations to the City for final action on March 7, 2022. The nine annexations included the following:

1. 984 Liberty Street Annexation
2. Dennis Street Annexation
3. Linwood Avenue Annexation
4. Pioneer Street North Annexation
5. Pioneer Street South Annexation
6. Quince Street North Annexation
7. Quince Street South Annexation
8. Rural Road South Annexation
9. Sapp Road Annexation; and

WHEREAS, the Boundary Review Board for Thurston County returned the remaining three annexations to the City for final action on April 4, 2022 after the 45-day period allowed for the jurisdiction of the Boundary Review Board to be invoked was completed. The three annexations included the following:

1. Liberty Street Annexation
2. Rural Road North Annexation
3. Trosper Lake Annexation; and

WHEREAS, after the City and County approved the interlocal agreement and the Notice of Intent process for all twelve annexations was completed through the Boundary Review Board for Thurston County, the City Council considered adoption of annexation ordinances for the "Trosper Lake Island" and the remaining "Eleven County Islands"; and

WHEREAS, the "Eleven County Islands" annexation ordinance was considered first by the City and then the "Trosper Lake Island" annexation ordinance; and

WHEREAS, the "Eleven County Islands" annexation ordinance considered the following eleven annexation areas:

1. 984 Liberty Street Annexation
2. Dennis Street Annexation
3. Linwood Avenue Annexation
4. Pioneer Street North Annexation
5. Pioneer Street South Annexation
6. Quince Street North Annexation
7. Quince Street South Annexation
8. Rural Road South Annexation
9. Sapp Road Annexation
10. Liberty Street Annexation
11. Rural Road North Annexation; and

WHEREAS, the "Eleven County Islands" annexation is consistent with the City's adopted annexation policies, the County-wide Planning Policies, and the Joint Plan adopted by County and the City; and

WHEREAS, the General Government Committee held a briefing on the "Eleven County Islands" annexation ordinance on April 13, 2022; and

WHEREAS, the City Council discussed the annexation ordinance in a worksession on April 26, 2022; and

WHEREAS, on May 6, 2022, notices of the City Council consideration of the ordinance were mailed to property owners and residents in the annexation areas; and

WHEREAS, on May 17, 2022, the City Council considered the annexation ordinance; and

WHEREAS, on May 17, 2022, the City Council, having determined that the annexation of the hereinafter described properties to the City of Tumwater would be in the public interest and for the public welfare and in the best interest of the City of Tumwater and the citizens thereof, approved the ordinance.

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

Section 1. The Tumwater City Council hereby annexes the properties described and depicted of the "Eleven County Islands" in Exhibit A attached hereto and by this reference incorporated as if fully set forth herein as of the effective date of this ordinance.

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

Section 3. Zoning and land use designations shall be applied which are consistent with the Tumwater Comprehensive Plan and the Interlocal Agreement approved by the City of Tumwater and Thurston County in January 2022 in Exhibit B attached hereto.

Section 4. The Floodplain Overlay Zone, the Airport Overlay Zone, and Aquifer Protection Overlay Zone shall be applied pursuant to the Tumwater Municipal Code and the Tumwater Comprehensive Plan.

Section 5. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers, and any references thereto.

Section 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 7. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 8. Effective Date. This ordinance shall become effective five (5) days after passage, approval, and publication as provided by law.

ADOPTED this ____ day of _____, 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Exhibit “A”

Legal Descriptions and Maps for the "Eleven County Islands"

[See attached Legal Descriptions and Maps.]

Exhibit “B”

***Interlocal Agreement between the City of Tumwater and Thurston County,
Related to the Annexation of County Islands Located within the
Surrounding Jurisdictions of the City***

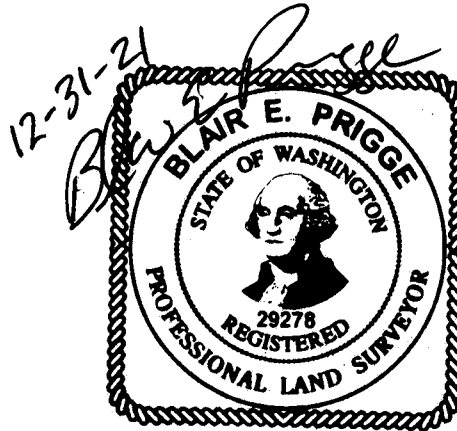
[See attached Interlocal Agreement.]

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.

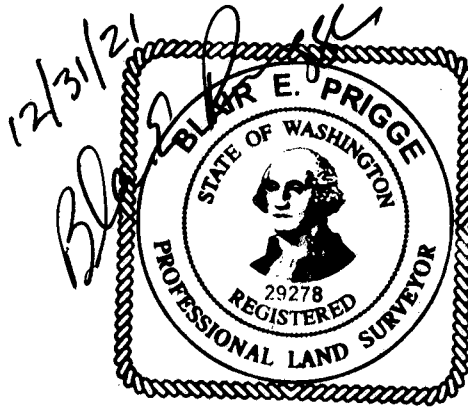


RURAL ROAD ISLAND - SOUTH ANNEXATION DESCRIPTION

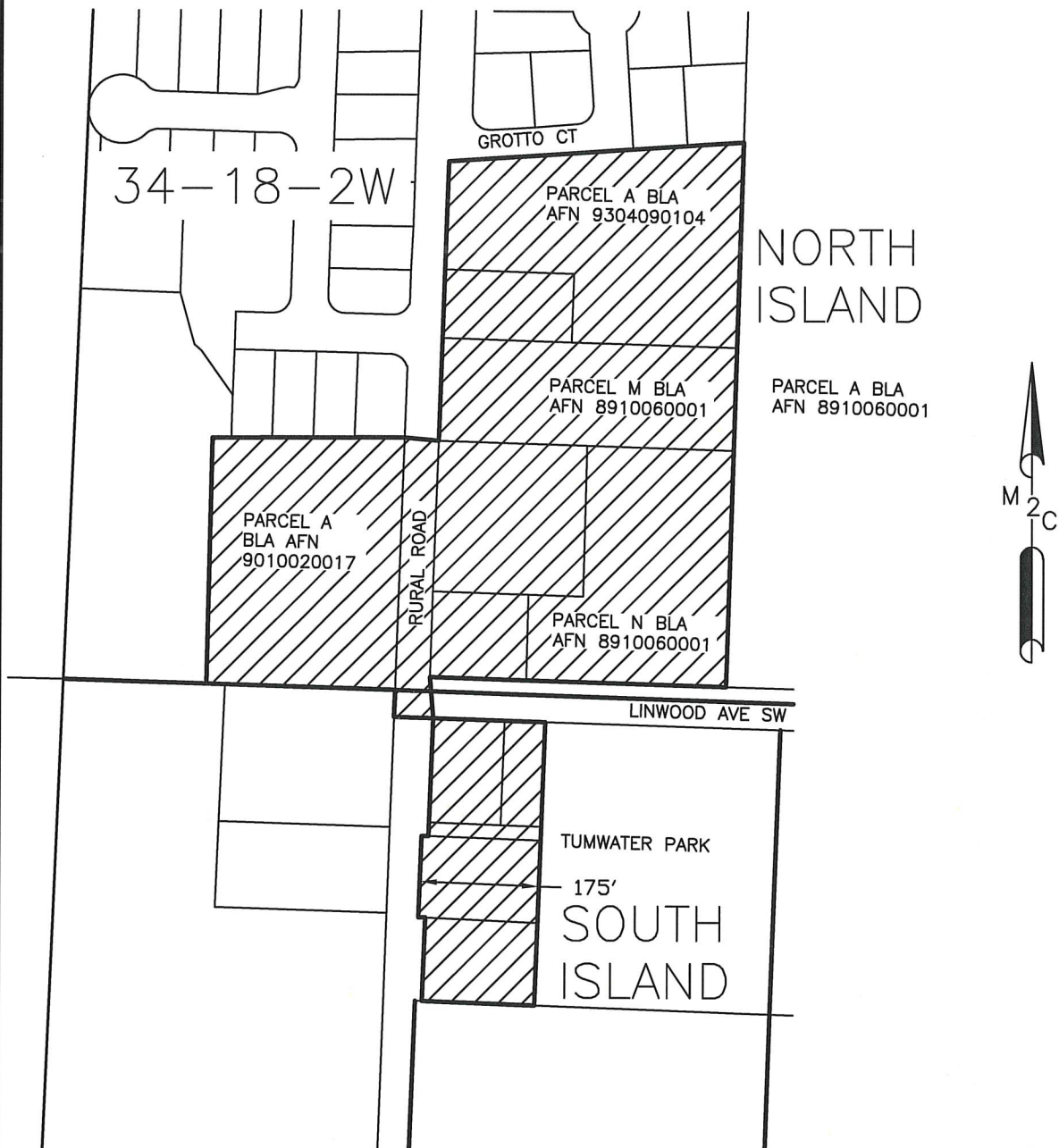
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34,
TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

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



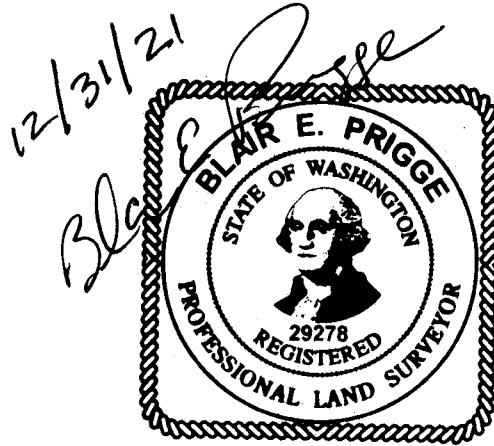
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

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;

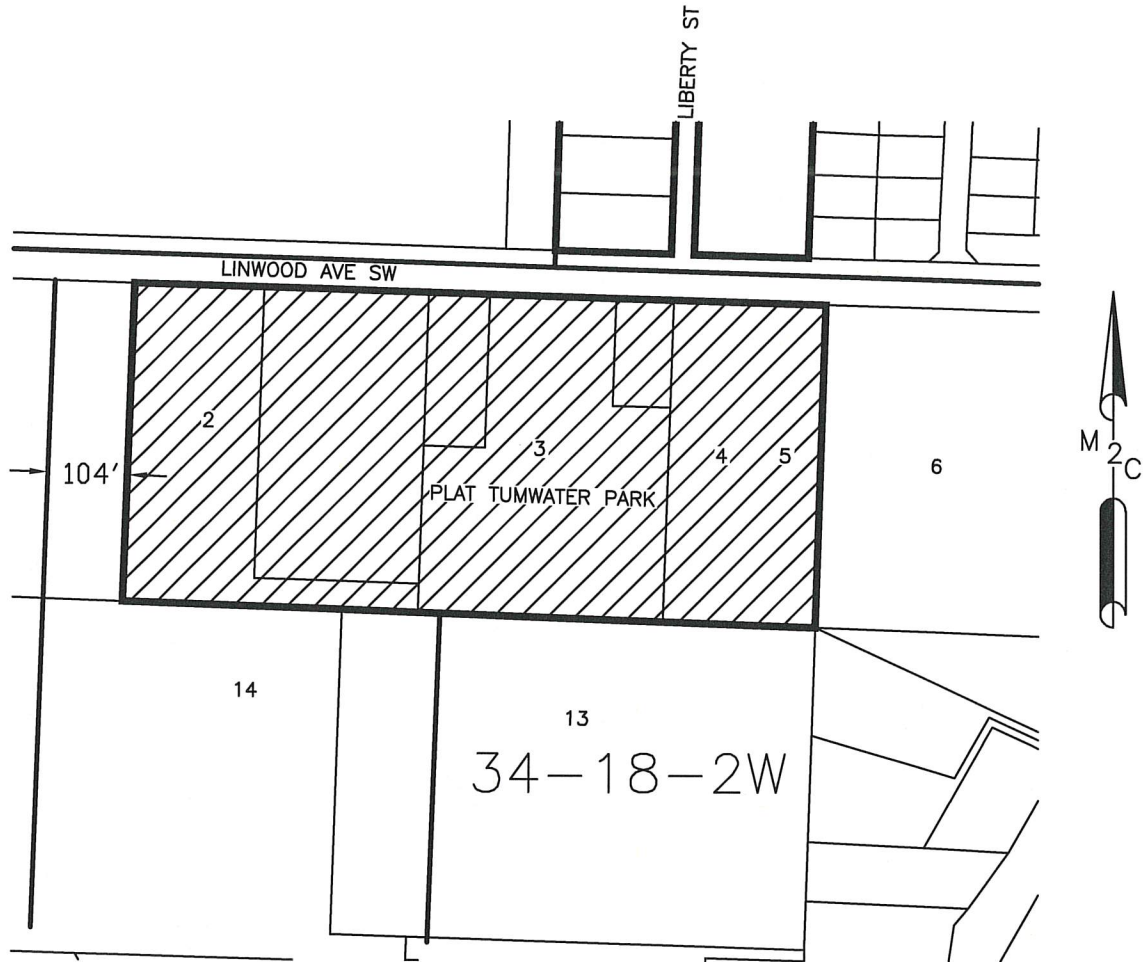
EXCEPTING THEREFROM THE WEST 104 FEET OF SAID LOT 2;

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

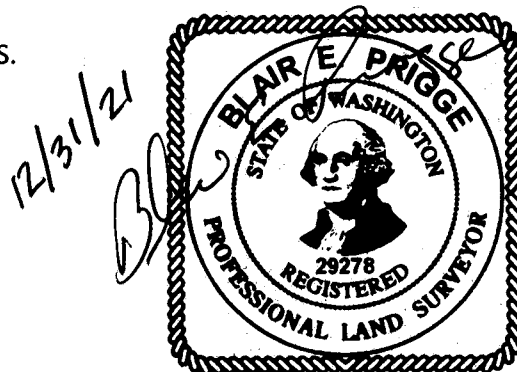
TUMWATER ANNEXATION
DATE: 12/22/2021
SCALE: 1"=250'
M2C PROJECT NO.: 21-728
SHEET NO. 1 OF 1

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

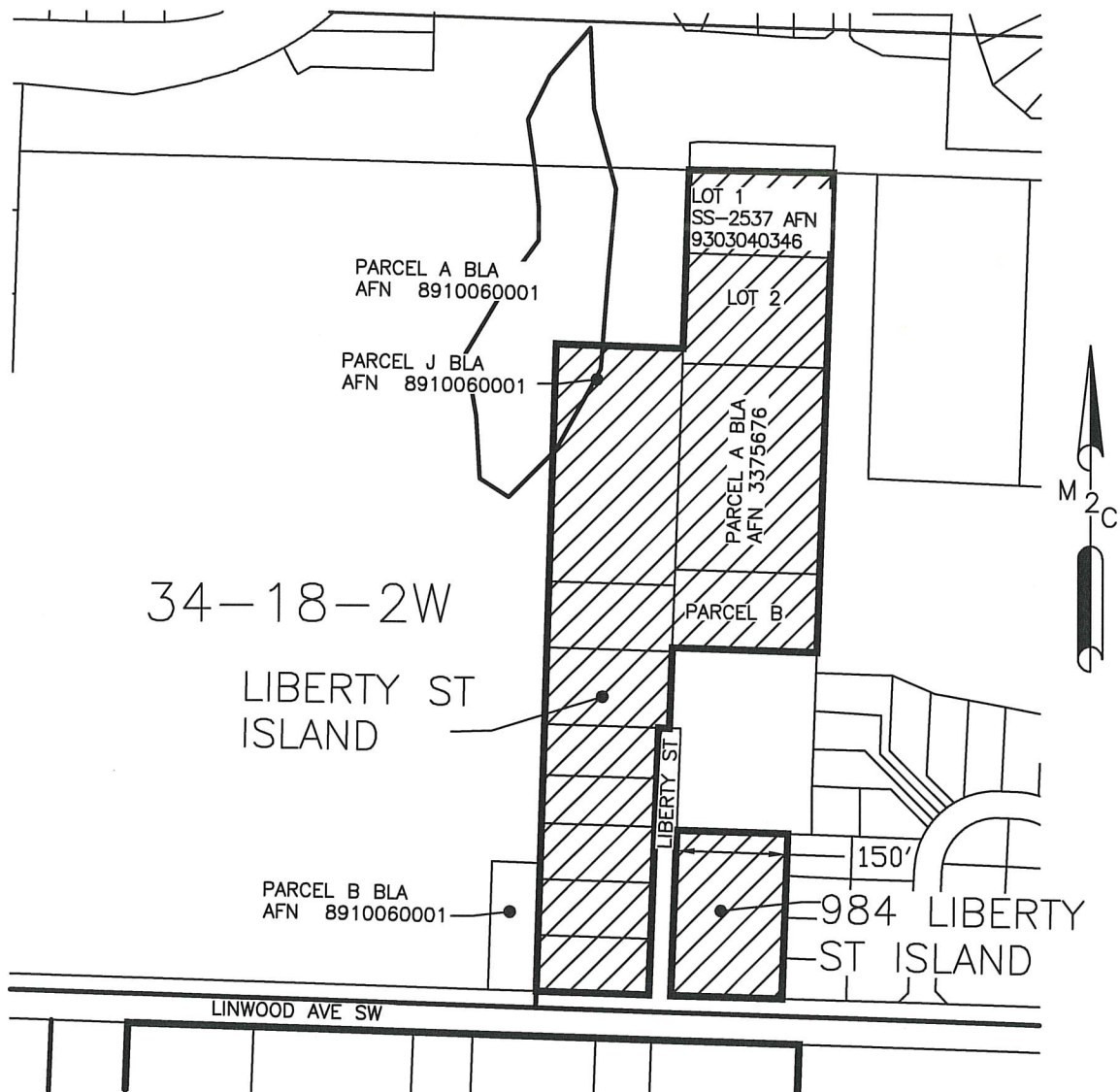
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

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

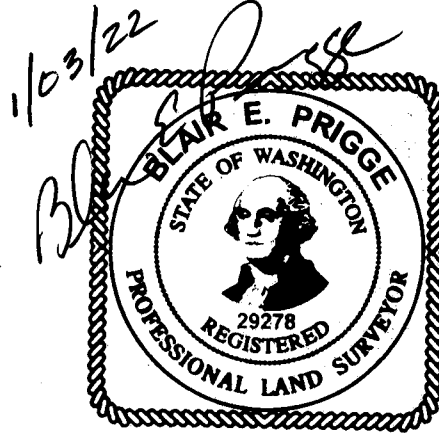
TUMWATER ANNEXATION
 DATE: 12/22/2021
 SCALE: 1"=250'
 M2C PROJECT NO.: 21-728
 SHEET NO. 1 OF 1

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;

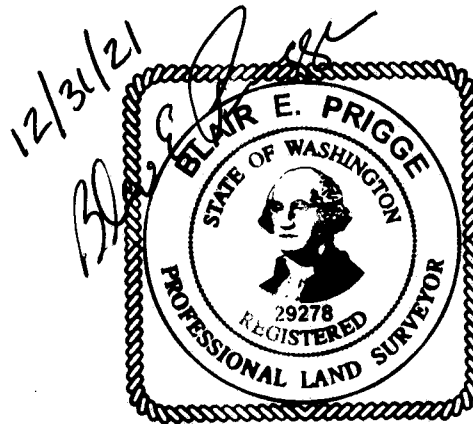
THENCE CONTINUING SOUTH 90 FEET TO THE NORTH LINE OF THE PLAT OF PARKWOOD SOUTH AS RECORDED UNDER IN VOLUME 20 OF PLATS AT PAGE 84, UNDER AUDITOR'S FILE NUMBER 1063408;

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

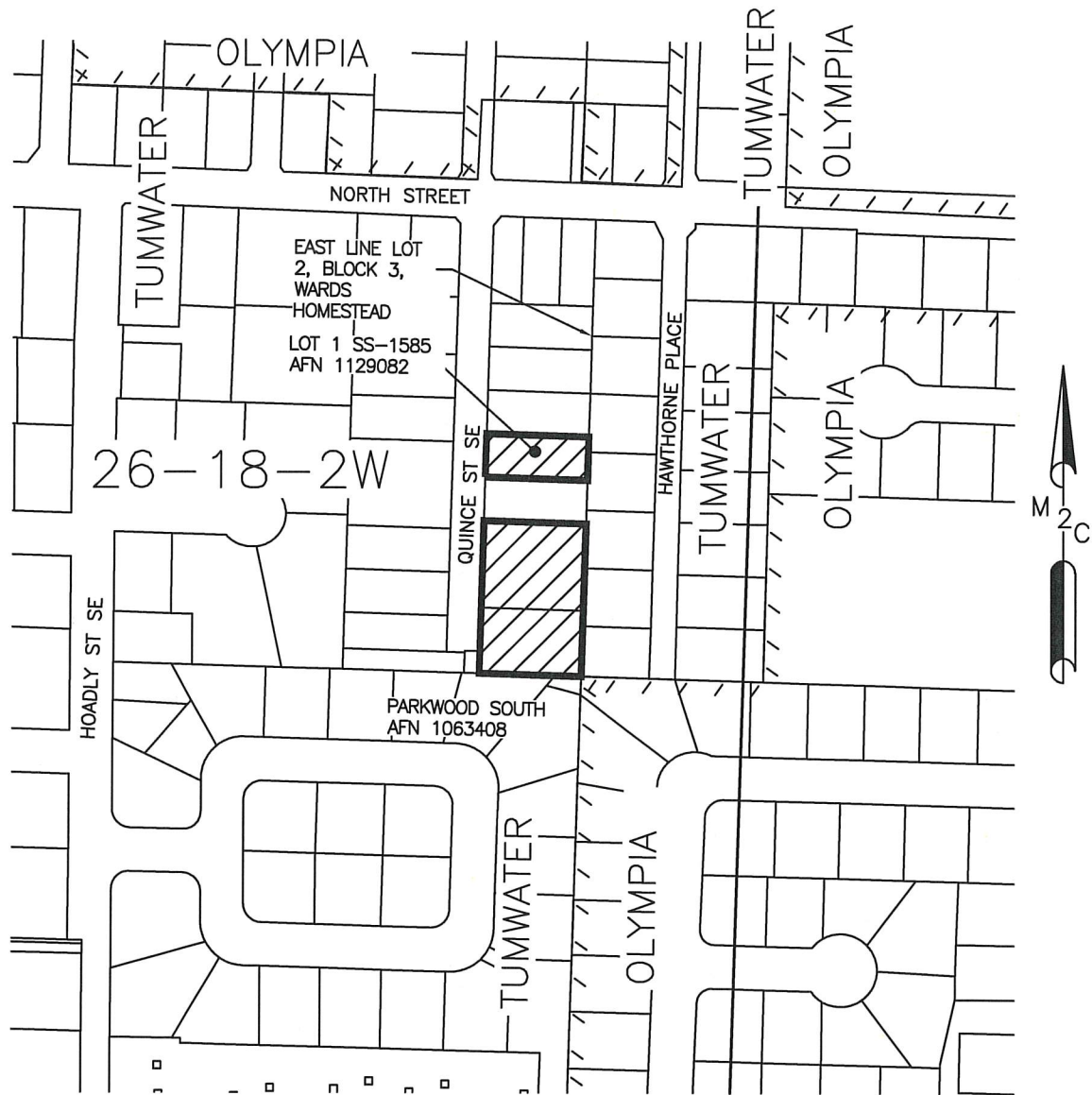
THENCE NORTH ALONG SAID EAST LINE, 210 FEET TO THE POINT OF BEGINNING.

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

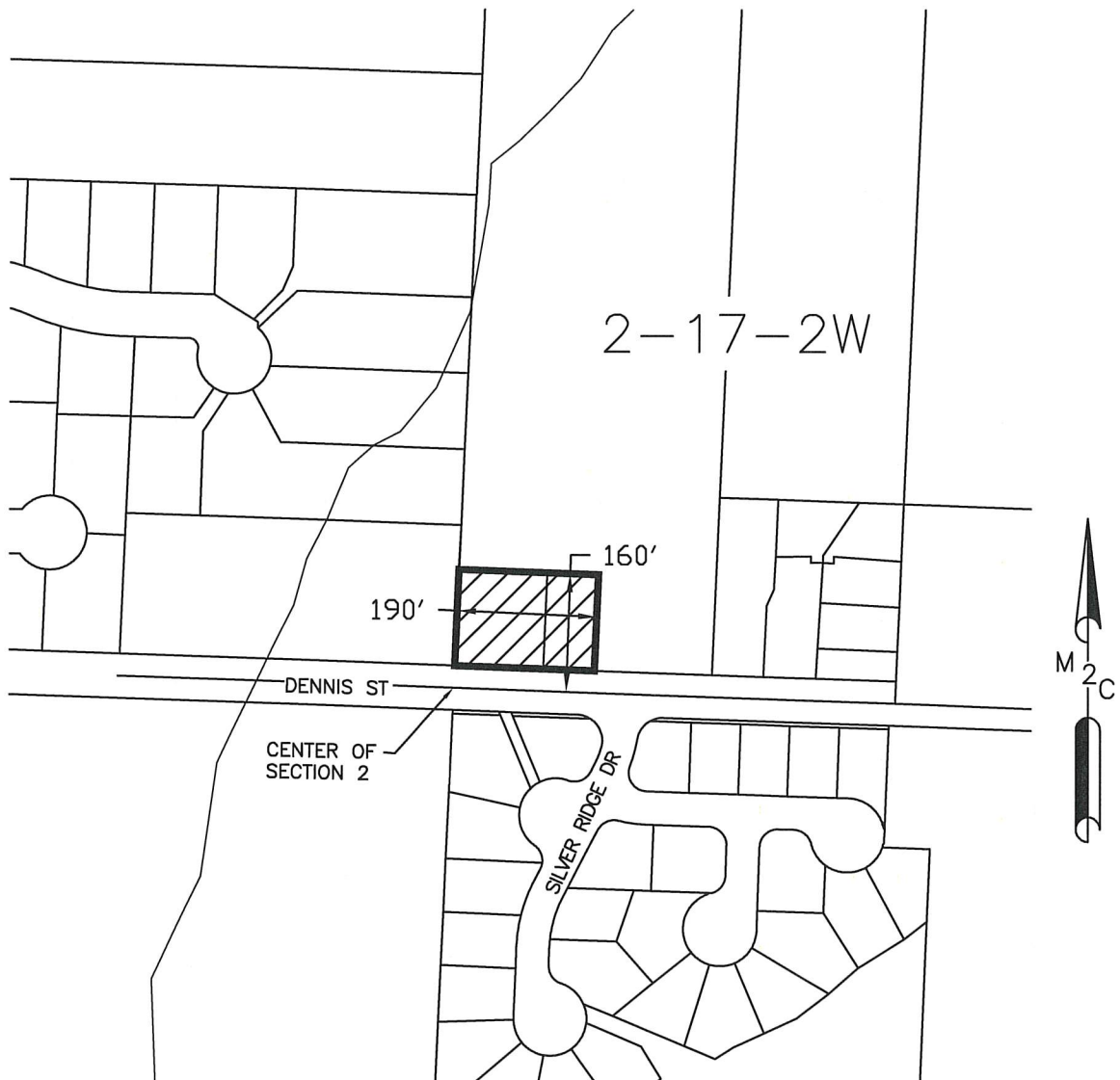
THAT PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

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

Attachment C
Exhibit B

**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

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.

- 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.

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 May 20, 2021.

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.

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.

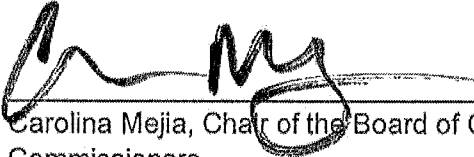
The Jurisdictions agree that failure to declare any breach or default immediately upon the occurrence thereof, delay in taking any action in connection with, or the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

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.

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



Carolina Mejia, Chair of the Board of County
Commissioners

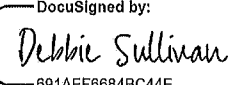
January 25, 2022

Date

Approved as to form:
Travis Burns, Deputy Prosecuting Attorney

By: _____

City of Tumwater

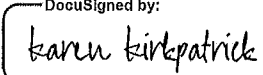
DocuSigned by:


691AEF6684BC44E...
Debbie Sullivan, Mayor of City of Tumwater

2/11/2022

Date

Approved as to form:
Karen Kirkpatrick, City Attorney

DocuSigned by:


9F0E9D38F34249E...
By: _____

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

TROSPER LAKE ISLAND
ANNEXATION DESCRIPTION

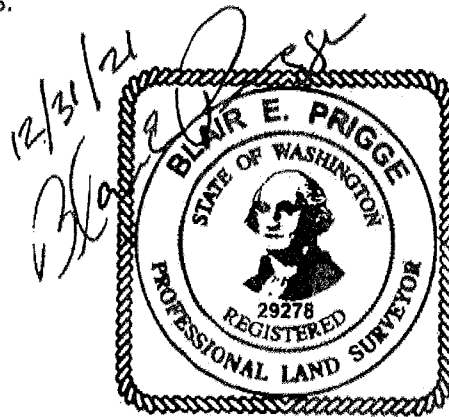
COMMENCING AT THE SECTION CORNER COMMON TO SECTIONS 33 AND 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM AND SECTIONS 3 AND 4, TOWNSHIP 17 NORTH, RANGE 2 WEST, WM;
THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 33, NORTH 88°25'40" WEST, 660.15 FEET TO THE EAST LINE OF TRACT B OF THE PLAT OF LAKESIDE ESTATES 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

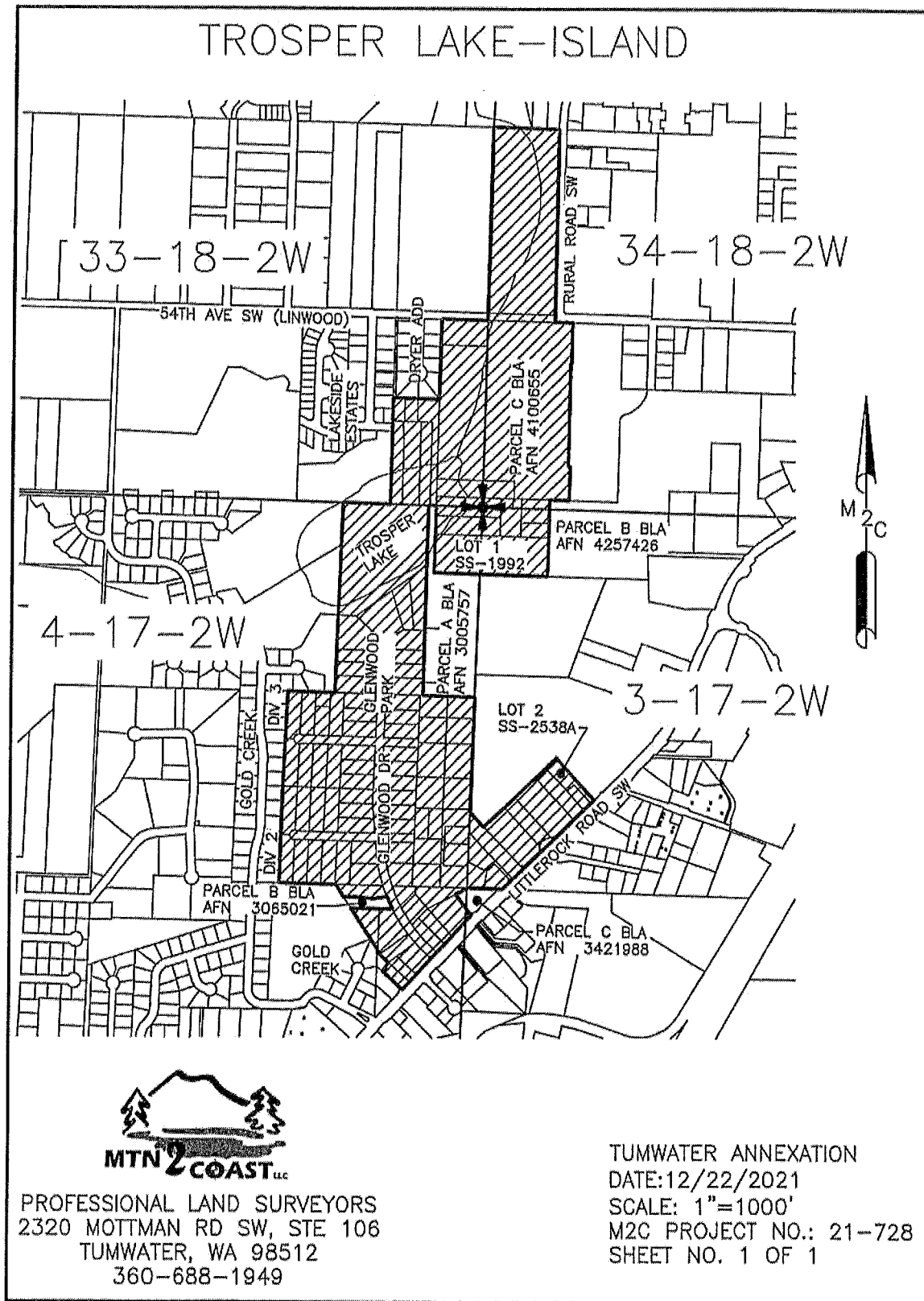
LITTLEROCK ROAD; THENCE NORTH 44° 30' EAST ALONG SAID WESTERLY LINE OF ROAD 100 FEET TO THE INITIAL POINT OF THIS DESCRIPTION; THENCE CONTINUING NORTH 44° 30' EAST ALONG SAID WESTERLY LINE OF ROAD 110 FEET; THENCE NORTH 45° 55' 57" WEST 400 FEET, MORE OR LESS, TO A POINT NORTH 44° 30' WEST 400 FEET FROM 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.





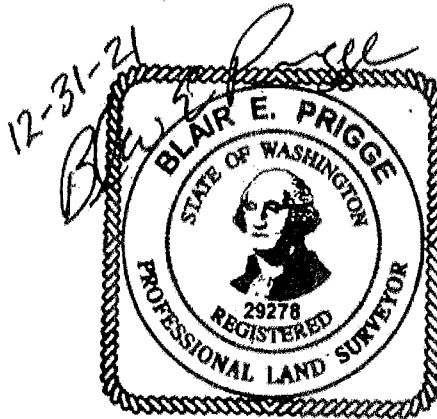
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

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.

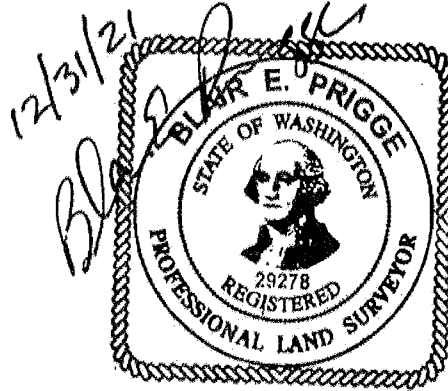


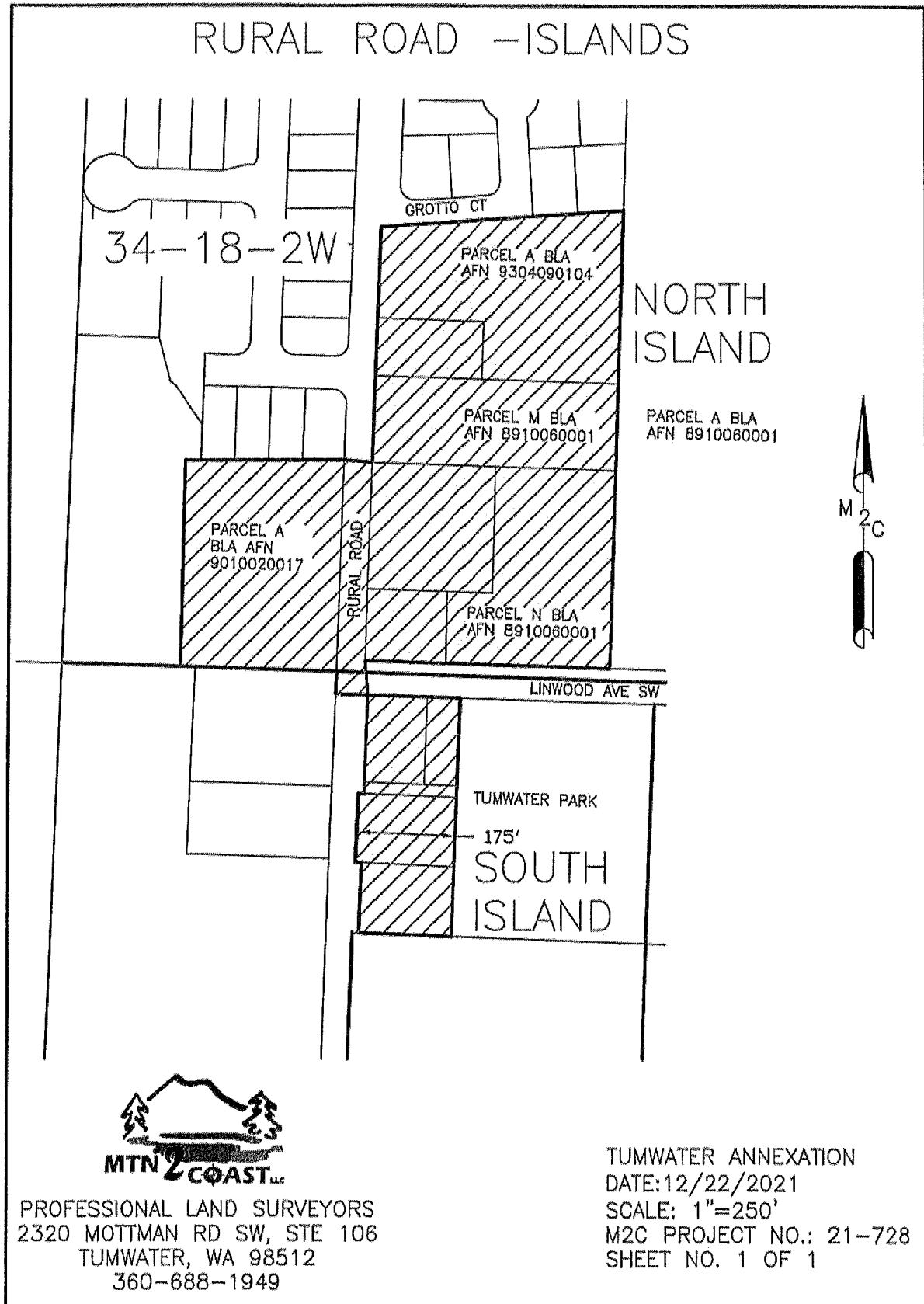
RURAL ROAD ISLAND - SOUTH ANNEXATION DESCRIPTION

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.

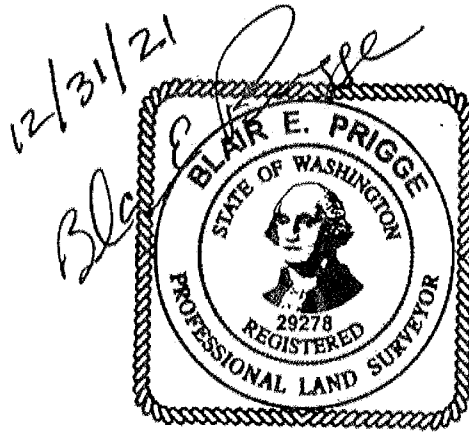


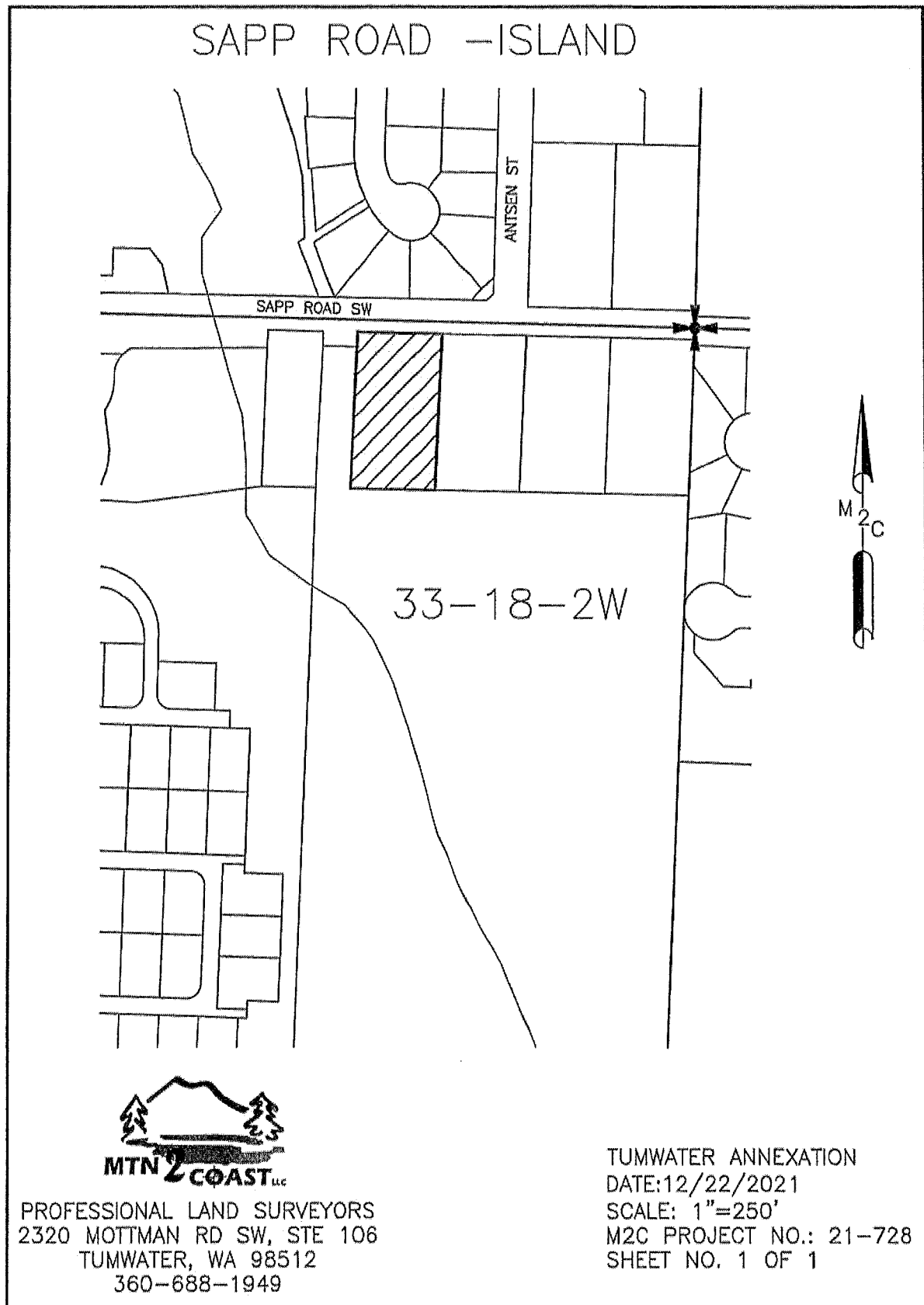


2247 SAPP ROAD ISLAND ANNEXATION DESCRIPTION

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.





1300-1500 BLOCK – LINWOOD AVENUE ISLAND ANNEXATION DESCRIPTION

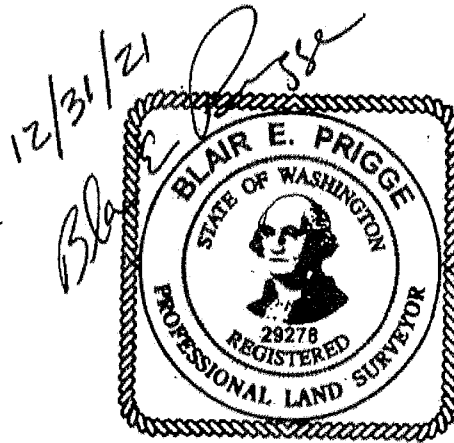
THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 2 WEST, WM, DESCRIBED AS FOLLOWS:

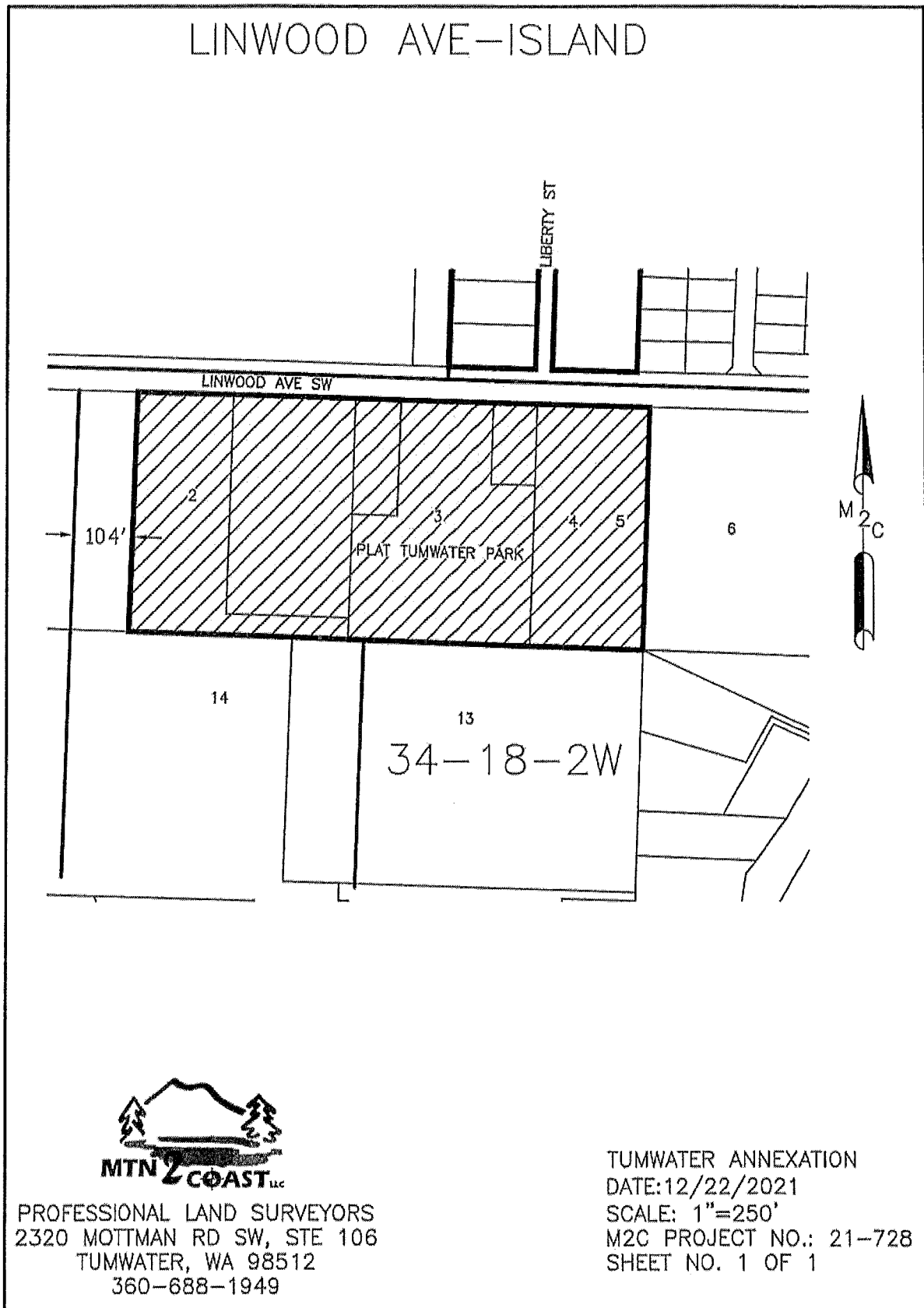
LOT 2, 3, 4 AND 5 OF THE PLAT OF TUMWATER PARK AS RECORDED IN VOLUME 7 OF PLATS AT PAGE 6;

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.



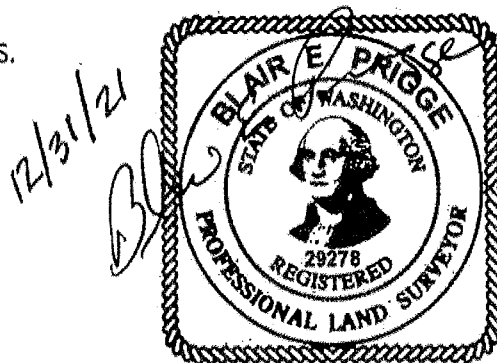


LIBERTY STREET ISLAND ANNEXATION DESCRIPTION

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.



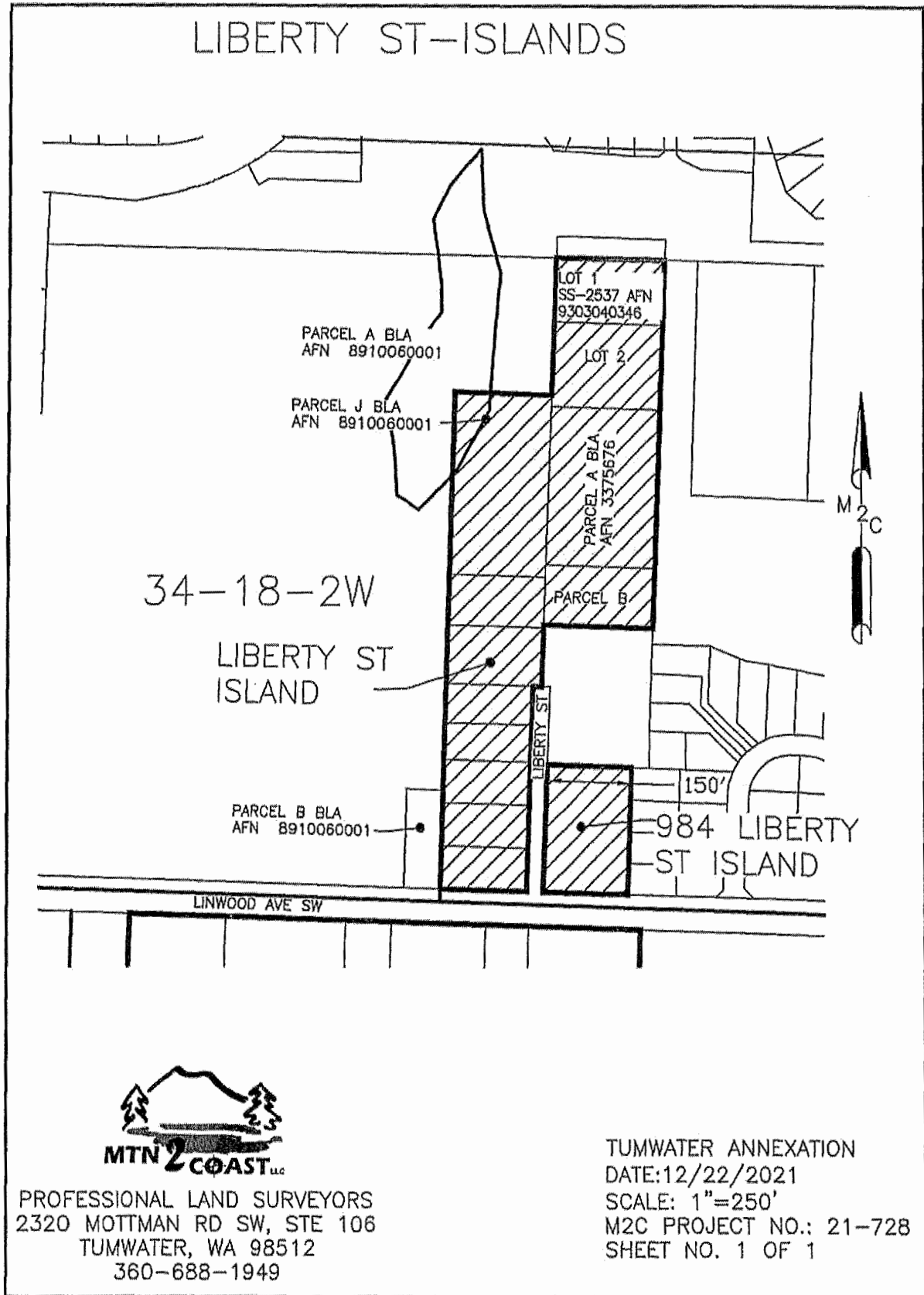
984 LIBERTY STREET ISLAND ANNEXATION DESCRIPTION

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.



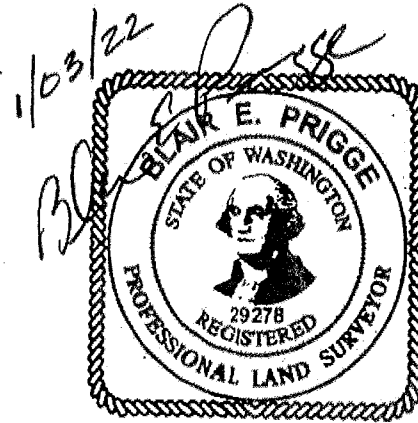


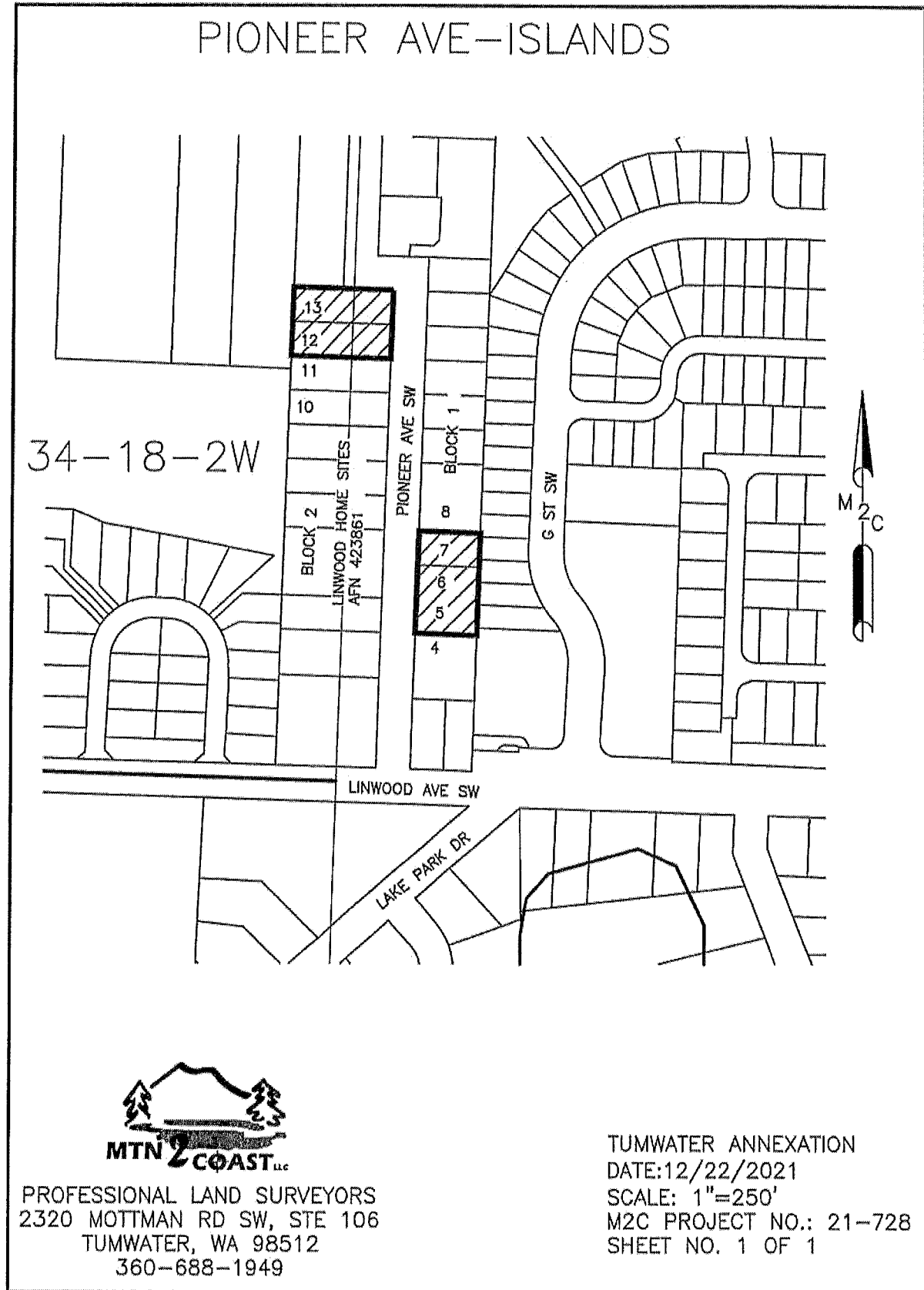
PIONEER AVENUE ISLANDS ANNEXATION DESCRIPTION

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.





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;

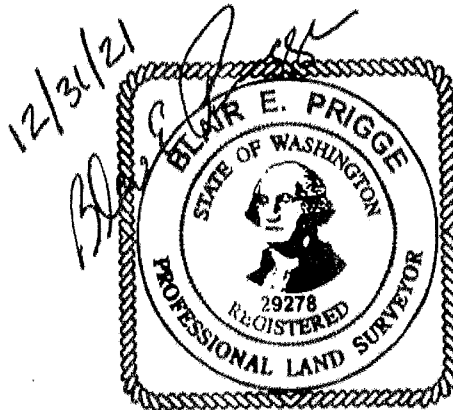
THENCE CONTINUING SOUTH 90 FEET TO THE NORTH LINE OF THE PLAT OF PARKWOOD SOUTH AS RECORDED UNDER IN VOLUME 20 OF PLATS AT PAGE 84, UNDER AUDITOR'S FILE NUMBER 1063408;

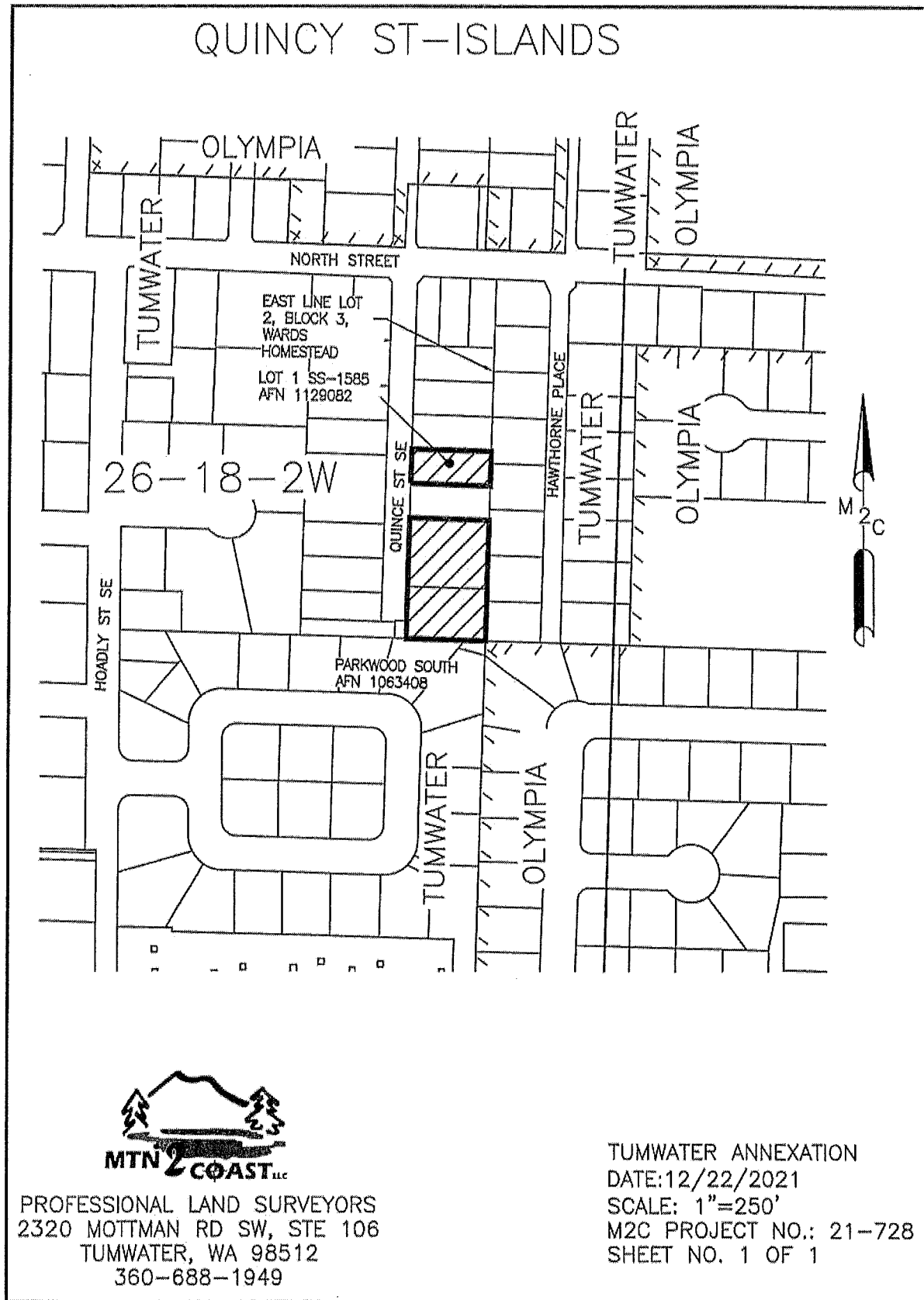
THENCE EAST ALONG SAID NORTH LINE, 140 FEET TO THE EAST LINE OF SAID LOT 2;

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.





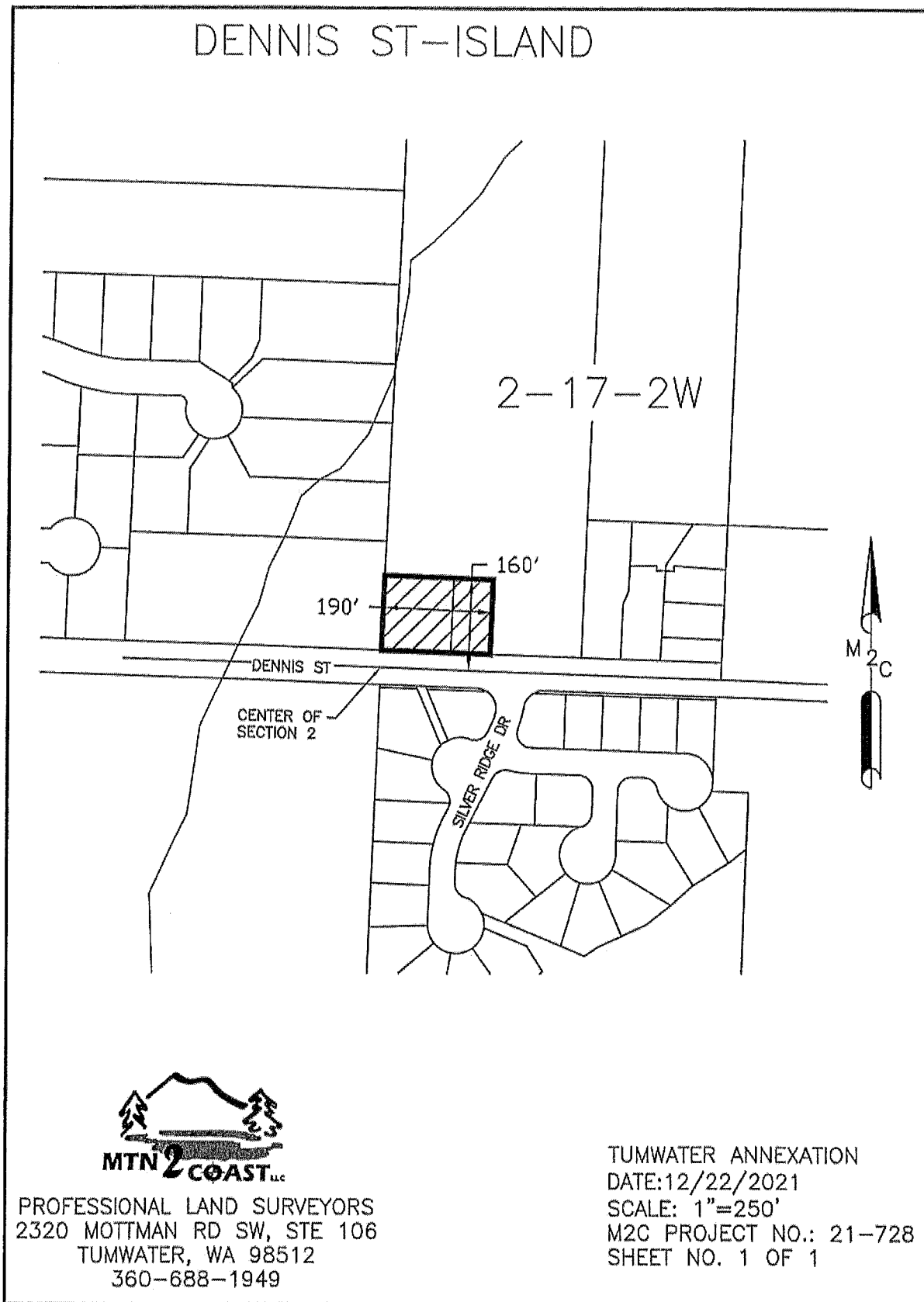
PROFESSIONAL LAND SURVEYORS
2320 MOTTMAN RD SW, STE 106
TUMWATER, WA 98512
360-688-1949

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.





City of Tumwater City Council Consideration

Tumwater First 11 Islands Annexation –
Ordinance No. O2022-001

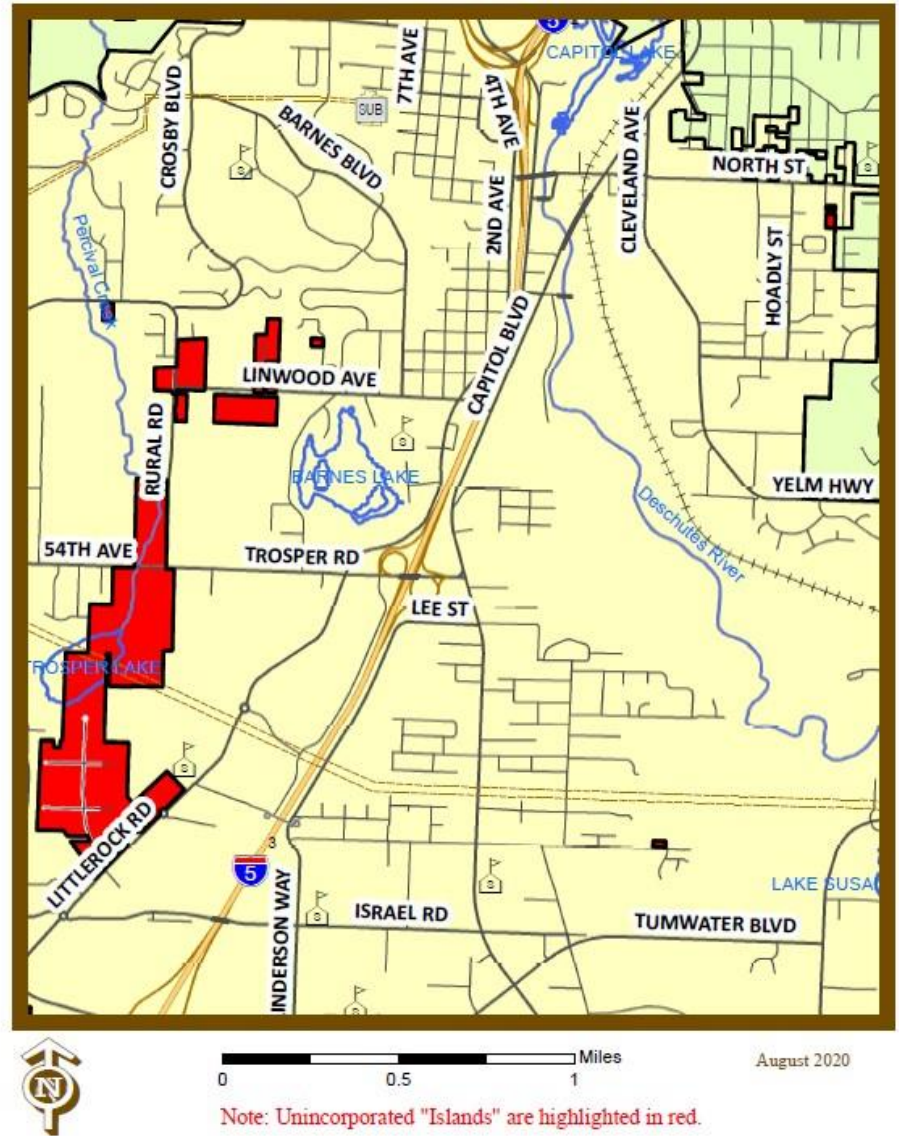
MAY 17, 2022



Local Planning Solutions
Knowledge, Experience, Results

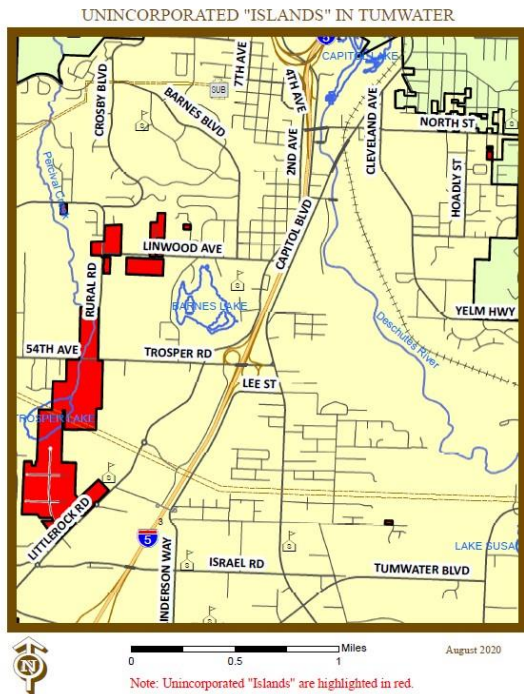
Tumwater
surrounds 12
unincorporated
County “islands”

UNINCORPORATED "ISLANDS" IN TUMWATER



Profile of the 12 Unincorporated Islands

- 160 parcels
- 161 acres
- 7 islands have 2 lots or less
- Trosper Lake Island represents 111 parcels and 132 acres



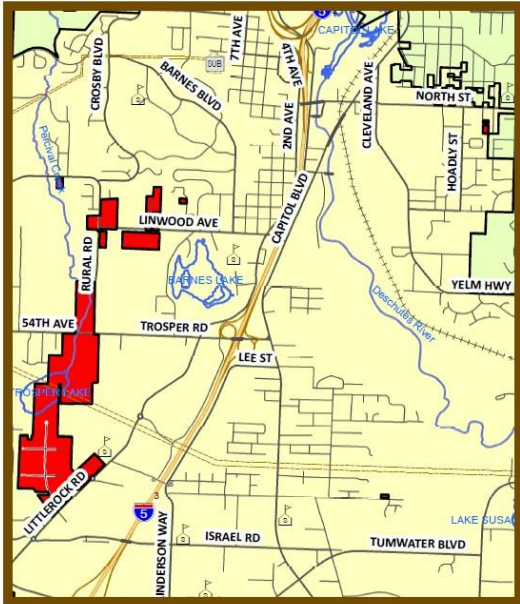
The 11 Unincorporated Islands Considered by

1. 984 Liberty Street
2. Dennis Street
3. Linwood Avenue
4. Pioneer Street North
5. Pioneer Street South
6. Quince Street North
7. Quince Street South
8. Rural Road South
9. Sapp Road
10. Liberty Street
11. Rural Road North

UNINCORPORATED "ISLANDS" IN TUMWATER



UNINCORPORATED "ISLANDS" IN TUMWATER



0 0.5 1 Miles August 2020

Note: Unincorporated "Islands" are highlighted in red.

#1

984 Liberty Street



#2

Dennis Street

Dennis Street Island Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
 February 15, 2022

0 50 100
 Feet

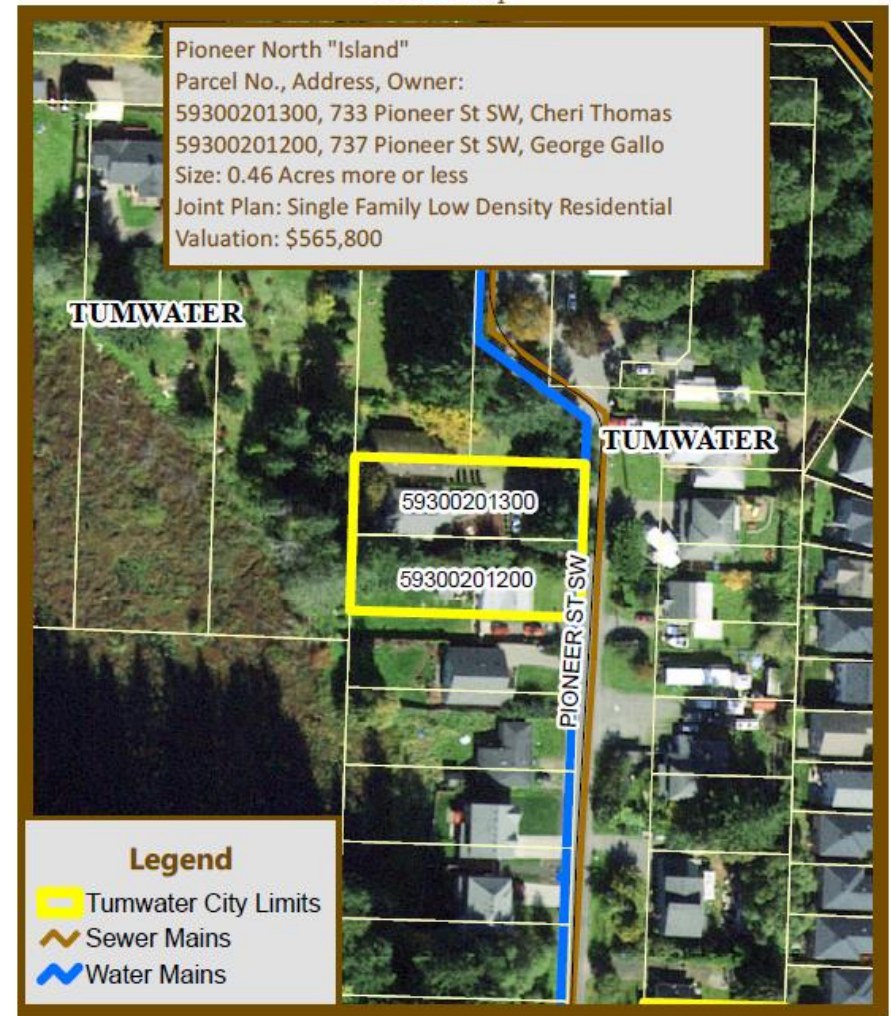
#3 Linwood Avenue

Linwood Island Parcel Map



#4 Pioneer Street North

Pioneer North Island Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100 200
Feet

#5 Pioneer Street South

Pioneer South Island Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
 February 15, 2022

0 50 100 200
 Feet

#6 Quince Street North

Quince North Island Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100
Feet

#7

Quince Street South



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100
Feet

#8

Rural Road South

Rural Road South Island Parcel Map



#9 Sapp Road

2247 Sapp Road "Island"
Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100 200
Feet

#10 Liberty Street



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100 200 300 400
Feet

#11

Rural Road North

Rural Road South Island Parcel Map



Note: Parcel layer and aerial photo do not align closely in this area of Tumwater.



MXD: Unincorporated Islands 2020
February 15, 2022

0 50 100 200 Feet

Strategic Priority

The City Council has identified

“Annex the unincorporated islands to enhance public safety”

as one of its strategic priorities under

“Provide and Sustain Quality Public Safety Services”

in **City of Tumwater Strategic Priorities 2021-2026**

Strategic Priority & State Law

The strategic priority to annex County islands has been on the City Council list for a number of years

However, without recent amendments to State annexation law, the annexation process for many of the islands is difficult

Government 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.”

Key Milestones

- **September 5, 2021** – McLane Black Lake Fire Department does not object to the proposed annexations
- **December 1, 2021** – Tumwater and Thurston County hold a joint Open House on the proposed annexations

Key Milestones

- **November and December 2021 & January 2022** – The City issues public notices to inform residents and others of:
 - The Open House
 - How to obtain a copy of the draft Interlocal Agreement
 - How to participate in the public hearing on the Interlocal Agreement

Key Milestones

- **January 18, 2022** – The City Council and the Board of County Commissioners hold a joint public hearing on the Interlocal Agreement
- **January 18, 2022** – The City Council approves the Interlocal Agreement
- **January 25, 2022** – The Board of County Commissioners approves the Interlocal Agreement

Key Milestones

- **February 16, 2022** – Notices of Intent to Annex sent to the Thurston County Boundary Review Board for a state mandated review for each annexation area
- **March 7, 2022** – The Boundary Review Board returned nine of the annexations to the City for final action after completing their 21-day period
- **April 4, 2022** – The Boundary Review Board returned the remaining three annexations to the City for final action after completing their 45-day period

Key Milestones

- **April 13, 2022** – The General Government Committee is briefed on the annexations
- **April 26, 2022** – The City Council holds a worksession to discuss the annexations and schedules the two annexation ordinances for consideration

What is “Final Action?”

- The Final Action will be when the City Council adopts the proposed annexation ordinance
- After the effective date of the adopted ordinance, the annexation will be complete

What's Next?

- **May 17, 2022** – City Council considers and approves Ordinance No. O2022-001 to annex the First 11 Islands
- Five days after adoption, Ordinance No. O2022-001 becomes effective

What's Next?

- **June 7, 2022** – City Council considers and approves Ordinance No. O2022-002 to annex the Trooper Lake Island

Public Comment Opportunities

City Contact: Brad Medrud, Planning Manager

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

- Mail:

City of Tumwater

Community Development Department

555 Israel Road SW

Tumwater, WA 98501

Resources Available

City of Tumwater Annexation webpage has:

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

www.ci.Tumwater.wa.us/IslandAnnexation