



CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA

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

Tuesday, April 01, 2025
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
 - [a.](#) Proclamation: Fair Housing Month, April 2025
 - [b.](#) Proclamation: Child Abuse Prevention Month, April 2025
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, January 28, 2025
 - [b.](#) Approval of Minutes: City Council Work Session, March 11, 2025
 - [c.](#) Approval of Minutes: City Council, March 18, 2025
 - [d.](#) Payment of Vouchers (Finance Department)
 - [e.](#) Resolution No. R2025-007 Commute Trip Reduction Plan Update (Council Work Session)
 - [f.](#) Contract Approval for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140) (General Government Committee)
 - [g.](#) Schedule 74 Design Agreement with PSE for the Old Hwy 99 and 79th Ave RAB (Public Works Committee)
 - [h.](#) Construction Contract with Northwest Cascade, Inc. for the Linwood Ave Sidewalk, Susitna Ln to 2nd Ave project, Request for Additional Construction Funds (Public Works Committee)
 - [i.](#) Acceptance of Work for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (Public Works Committee)
 - [j.](#) Acceptance of Work for the Palermo Security Fencing Replacement Project (Public Works Committee)
7. **Council Considerations:**
 - [a.](#) Community Development Department Annual Report (Community Development Department)
 - [b.](#) Water Resources & Sustainability Update (Water Resources and Sustainability Department)

8. Committee Reports

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarhout)
- d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 883 2205 1550 and Passcode 667671.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 883 2205 1550 and Passcode 667671.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_he7htOKIRyuS0PgfR5Ye3A

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

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

Proclamation

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, The City of Tumwater is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

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

April 2025

Fair Housing Month

and, I call upon the people of the City of Tumwater as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of Tumwater;

Signed in the City of Tumwater, Washington, and recognized on this 1st day of April in the year two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan
Mayor

Proclamation

WHEREAS, the City of Tumwater recognizes our future rests in the hands of our most vulnerable and cherished assets- our children; and

WHEREAS, all children deserve to live in safe, stable, and nurturing environments which promote their healthy growth and development; and

WHEREAS, child abuse, neglect and other trauma are recognized as serious public health problems affecting both the current and future quality of life in our community; and

WHEREAS, it is the responsibility of our community to ensure parents, caregivers and other adults who influence the health and well-being of children have the support, knowledge and concrete resources necessary to ensure all children thrive to their greatest potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships among community agencies, schools, religious organizations, law enforcement agencies, health care providers, and the business community; and

WHEREAS, we, as City of Tumwater residents, continue our commitment to protecting all members of our community, and call upon all residents to join together to increase public safety and prevent the further abuse and neglect of our children.

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

April 2025

Child Abuse Prevention Month

and urge all Tumwater residents, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community in which we live.

Signed in the City of Tumwater, Washington, and recognized on this 1st day of April in the year, two thousand twenty-five.



Debbie Sullivan
Debbie Sullivan
Mayor

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 1**

CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Parks and Recreation Department Director Chuck Denney, IT Department Director Lance Inman, Water Resources and Sustainability Department Director Dan Smith, Communications Manager Jason Wettstein, Recreation Manager Todd Anderson, Facilities Manager Chris Graham, Water Resources Specialist Grant Gilmore, Recreation Marketing Specialist Marisa Worden, Administrative Assistant Stephanie Klein, and Department Assistant II Amanda McMenamy.

Others: Keith Hayes, BRS Architecture; Cory Wilkerson, BRS Architecture; and Scott Caron, Ballard King & Associates.

REGIONAL ENVIRONMENTAL EDUCATION PROGRAM (REEP) ANNUAL REPORTING & 2025 WORK PLAN FOR EDUCATION & OUTREACH AND HABITAT RESTORATION:

Director Smith reported the briefing by Specialist Gilmore highlights the importance of the Regional Environmental Education Program (REEP) partnership over the last 35 years with the cities of Lacey, Olympia, and Tumwater, and Thurston County enabling the operations of Stream Team and other environmental projects, stormwater, and water quality improvements. The partnership enables consistent messaging throughout the region irrespective of jurisdictional boundaries.

Specialist Gilmore briefed the Council on the annual reporting and 2025 work plan for education and outreach and the habitat restoration program for 2024. Within the Water Resources and Sustainability Department, staff focuses on City focused initiatives and regional programming and partnerships. A major component of the work plan is in support of City and regional efforts. Much of the work is in response to the requirements of the City’s stormwater permit, the National Pollutant Discharge Elimination System (NPDES) Phase 2 stormwater permit for meeting Clean Water Act provisions. Efforts also include drinking water initiatives related to the work plan through conservation efforts. Staff also assists in education and training for operations and maintenance staff on the intricacies of stormwater infrastructure and the regulatory framework.

Staff also works with the Community Development Department to assist in updates for codes and regulations, as well as with the Transportation and Engineering Department to address stormwater design issues and assist in environmental permitting. In conjunction with the Parks and Recreation Department, staff assesses facilities and supports restoration efforts. Other efforts include outreach both internally and to the community. A quarterly water newsletter is published as well as content added to monthly utility

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 2**

customer bills. The business outreach program offers stormwater training and assistance to the business community to include homeowner associations and other organizations. As a member of the WRIA 13 Lead Entity (a regional watershed management initiative responsible for allocating salmon funding), the City is able to remain informed on efforts occurring in the upper reaches of the watershed down to Budd Inlet. The City has a close connection to Career Pathways with K-12 and higher education to build on relationships with the Tumwater School District and South Puget Sound Community College.

The regional environmental education partnership is often tied to Stream Team branding, a brand in existence for 35 years. Stream Team recently celebrated its 35th year anniversary with many volunteers participating in the festivities.

The Regional Environmental Education Partnership is based on an interagency agreement between Tumwater, Olympia, Lacey, and Thurston County. The partnership structure is unique and one of the only stream teams across the state that has such a unique relationship resulting in a highly effective model for completing work regionally. Many of the initiatives are in response to the NPDES Phase 2 requirements.

The City benefits from the collaborative efforts in numerous ways. As a group, members bring a unique set of talents, experience, and education with focus on environmental sciences and education. Members explore ways to innovate programs, share resources, and increase capacity.

Specialist Gilmore shared information on the education and background of each lead member of REEP.

One large initiative moving forward is expanding partnerships with state agencies and tribes and attracting more participation at events hosted by the partnership. During 2025, staff anticipates a larger expansion of relationships.

The annual work plans are driven by demand. Because of the effectiveness of REEP, members are working on ways to expand participation as most events include a waitlist. The implementation timeline supports annual goals and multi-year goals. Programs are designed as a phased approach building on previous year accomplishments. Many programs are legacy programs with the baseline content remaining constant regardless of changing science or changing communities. Programs continue to improve and are more refined especially when considering available technology. A major component of all efforts is the commitment to collaboration. Programs are designed for sustainability to accommodate shifts in partnership responsibilities, e.g. turnover within stream team leads.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 3**

In response to a question as to how sustainability is factored within the work, Specialist Gilmore responded that sustainability is in many forms within programming to include a sustainability component to ensure the work established and created can be passed on to future and incoming leads and others assisting in the delivery. Sustainability initiatives apply to creating a healthy environment for community members and all creatures inhabiting the region, as well as improving water quality.

Councilmember Cathey inquired as to how climate change is factored within sustainability efforts. Specialist Gilmore replied that all work pursued for programs and hands-on science experiences include climate change elements. Because of the close collaboration with scientists across the region as well as with engineers, the partnership has a good understanding of climate change models that are used for planning and design methodologies. That knowledge is conveyed within the programs that are offered. Climate change impacts are being experienced now with changes in storm events and more frequent events.

Specialist Gilmore noted that information included in all publications informs residents within the region about Stream Team as a regional effort coordinated by local jurisdictions.

Members are working on relationships with businesses during 2025. A major component of the NPDES storm permit is ensuring businesses have the necessary tools to train staff and comply with Clean Water Act regulations. REEP ensures that the business community has the tools it needs to be successful. Thurston County serves as the platform to enable access to business community members for participation in online training. Of focus during 2025 is the promotion of online training programs to local communities with custom content included to highlight Tumwater's needs.

Over the last several years, members intensified quantitative and qualitative analytics on programs, outreach efforts, and innovative technology-driven components to ensure the effective delivery of services and programs. Those efforts are ongoing through surveys using SurveyMonkey, Constant Contact, and Survey 123. Online analytics are generated through the website. An equity component is included. An example is increasing accessibility to those who live in the rural areas of the county because many lack the opportunity to travel to some events. The program is now bringing some events to those communities, as well as training opportunities by offering training via online platforms. Additionally, relationship building with local school districts includes staff working with the Tumwater School District to provide online training to classrooms. Some of the positive outcomes is much more participation by younger demographics, which had been challenging in the past.

Some of the analytics include the Stream Team website's Service Event

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 4**

Management System, a tracking program of volunteer sign-ups, registrations, training sign-ups, and completion of trainings. Online platforms enable tracking the effectiveness of the various programs. Participation rates have increased since 2023 especially with students because of working with the schools and teachers to reach out to students. Many of the students are also engaging their parents resulting in a substantial increase in participation rates within the communities. The partnership plans to produce an annual report for release to the public.

Specialist Gilmore said he has been interacting with the school district since he joined the City. Several programs have been developed, such as Forest and Stream Ecology and Water Resource Management. He has engaged with students from grades 9 through 12 on a more content-based and advanced level. Throughout the process, it has become apparent that students are absorbing the information. At the end of the programs, students present results to community members and community organizations on what they have learned.

Last year, Stream Team events totaled 99 in-person opportunities within the South Sound region with 32 of the events sponsored in Tumwater. Some of the events included restoration events, hands-on science experiences, *Dog Days* at Pioneer Park, *Tumwater Falls Festival*, and a partnership event with *Return of the Chinook Celebration and Latinx Community Day* in September at Brewery Park at Tumwater Falls. Ongoing efforts include Sapp Road Park restoration, a second Saturday restoration event that has transitioned to one of the premier restoration events in the region. The event continually has a waitlist for participation. The Tumwater Valley Golf Course hosts the First Green event for middle school students with the event more environmentally focused. The event is a national program and has received national recognition. Close collaboration continues with Tumwater School District student-teacher opportunities through CTE Programs with Tumwater the only jurisdiction in the state sponsoring two CTE programs focused on Water Resource Management piloted in summer 2024 and the Forest & Stream Ecology Program. CTE programs are priority programs for school districts.

In Tumwater, 355 people participated in events and programs contributing 2,057 hours of volunteer time. The goal is to ensure South Sound residents have access, as well as increasing the rate of participation by rural Thurston County residents. The regional cohort is successful as it is recognized that Thurston County is one of the fastest growing counties in the state. Events occurring upstream affect everyone downstream in Thurston County. The successes in the urban areas should be mirrored in the rural communities recognizing the different culture and approach. It is important to work together to ensure water flowing downstream into the Thurston County community is clean. Participation has increased during specific months with programs and events increased during the months of June, July, August, September, October, November, December, and January. Activity level at the

TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 5

beginning of this year versus last year includes full capacity at two events in January.

During 2025 and beyond, REEP goals focus on building capacity and accessibility through technology and stronger partnerships. Those partnerships extend into interdepartmental partnerships to take advantage of talent available within the City. The department will continue to assist other departments within the City to achieve goals and the requirements of the NPDES Stormwater Permit. Efforts are moving toward a career pathways component for careers in local government and general sciences at-large. A new initiative is creating an internship program for juniors and seniors in high school as well as students enrolled in college.

Specialist Gilmore addressed questions on examples of accessibility for people of different languages. Materials from the program have been translated to Spanish with translated materials last year including Nature Sleuth materials (online scavenger hunt), salmon lifecycle documents, and stormwater best practices for construction. The team is exploring expanding translations of all program documentation for other languages. Most of the program documentation is written for ages beginning at middle school. The most effective route for involving youth from all minorities is through the schools.

Specialist Gilmore described how his work and academic experience is benefitting efforts to develop the framework for an internship program. The new initiative has been initiated at South Puget Sound Community College to develop internship opportunities. Internship opportunities offer the ability of students entering the workforce after graduation. It is important for the program to offer opportunities to people of all ages and of different educational backgrounds, as well as creating pathways to education that might not create financial burdens for students. All regional partners are interested in the program. Tumwater is leading efforts and building partnerships that will be modeled by other jurisdictions in the future. Some internship opportunities within the Water Resources and Sustainability Department include watershed management with a focus on water supply demands, water use demand, and water quality in different geographic areas. Internships will be structured to include accreditation with some paid positions offered. Regional funding mechanisms will determine the structure of internship programs. The City is currently providing some internship opportunities as each position requires oversight, coordination with staff members, and development of standard operating procedures for identification of tasks for each position, hours, and outcomes based on educational requirements. Efforts continue to ensure cohesiveness between the opportunities and educational curriculum requirements students must meet. Later in the month, he is scheduled to meet with the Tumwater School District and South Puget Sound Community College officials to present the internship opportunities available through REEP.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 6**

Specialist Gilmore encouraged the Council sign up to receive Stream Team newsletters. The newsletters have been submitted for industry awards. REEP is exploring publishing a professional scientific journal on stormwater pollution prevention. All articles are authored by members of REEP with content prepared by the Leads. Options are being explored to accept guest articles. A new release is the *One Water* website newsletter featuring information on initiatives to prevent stormwater pollution the City is required to achieve each year.

Specialist Gilmore shared several images of events hosted last year.

Councilmember Cathey asked about any interaction with local land trusts. Specialist Gilmore advised that the Capitol Land Trust, Nisqually Land Trust, and the Thurston Conservation District are members of the WRIA 13 Lead Entity Regional Group. Restoration work completed by local land trusts create amphibian habitat and restore shorelines, uplands, and wetlands. Partnerships within the region enable community members to have the opportunity to engage with those organizations. REEP has contracted with the Thurston Conservation District under South Sound Green to assist in a middle school and high school educational delivery system and training offered by the Pacific Shellfish Institute. The network of regional science-based communities meet regularly to discuss ways to communicate projects and opportunities to the public.

Specialist Gilmore concluded his presentation by acknowledging the teamwork and support each staff member of the Water Resources & Sustainability Department provide mutually under the leadership of Director Smith.

**COMMUNITY
CENTER DESIGN
UPDATE:**

Director Denney reported the update is on the status of the Community Center Design Study, a goal articulated in the Parks and Recreation Open Space Plan in the 1990s, carried through to 2017, and culminating in a community survey that identified a community center as a need for the community. Voters approved adding a community center as a project in the 2018 ballot measure creating the Tumwater Metropolitan Park District. The City contracted with Barker Rinker Seacat Architecture (BRS) from Denver, Colorado to conduct a community design process for the facility.

The design process includes an Executive Committee comprised of Parks and Recreation Department staff members working with the consultants to schedule meetings and prioritize issues. A Steering Committee guides the process. Members include Councilmember Cathey, three Parks and Recreation Commissioners, a representative from the Tumwater School District, community members at-large, a representative from Tumwater Senior Center, a representative from youth sports in Tumwater, and a representative from the YMCA. Three community workshops have been

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 7**

hosted to brief the community on progress and receive feedback on community needs. A successful community survey was also completed.

Director Denney introduced members of the project design team: Keith Hayes, Principal-in-Charge, BRS; Cory Wilkerson, Project Manager, BRS; Echo Ma, Designer, BRS; Bob Droll, President, RWD Landscape Architects; Phil Vandevanter, Landscape Project Manager, RWD Landscape Architects; Scott Caron, Recreation Planning Consultant, Ballard King & Associates; and Martyn Blundall, Cost Estimating Principal, Blundall Associates.

Mr. Wilkerson briefed the Council on the status of the project. The review covered the project history and timeline, images of national trends for community centers, public survey results, three program options, site development concepts, and the preliminary project budgets for each program. The final report is scheduled for delivery to the City on April 25, 2025.

Mr. Wilkerson shared numerous images of national trends for different programming elements within a community center. Images included social spaces/activity hubs, classrooms, kitchens (catering, demonstration), open spaces, seating options, childcare space, indoor play areas, exercise/fitness spaces, and leisure pools and fitness pools.

Mr. Wilkerson responded to questions about whether the trends are reflective of the size of the community. During the first public workshop, the community shared expectations and needs for a community center. The feedback aligned with the results of the survey. Any center space can be adjusted in size to fit the specific needs of the community.

Mr. Caron shared the results of the online community survey conducted in December 2024. The response goal of 500 was achieved with 741 participants completing the survey. A majority of the responses were Tumwater residents who have resided in the City an average of 16 years. Distribution of ages was similar to the community as a whole. Approximately 38.5% of the responses indicated they participate in current programs or events. The typical response across the country is 37%. Most of the participants participated in special events and sports. The top answers for unmet space needs included:

- Indoor Track
- Fitness Spaces
- Maker Spaces (meeting rooms for programs/activities)
- Group Fitness
- Multi Use Courts

Responses to highest priorities included:

- Indoor Walking Space

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 8**

- Sports Courts
- Fitness
- Child Watch
- Group Exercise

Responses to programs and activities participants would like included:

- Indoor Track
- Exercise Classes
- Arts & Crafts
- Swim Lessons
- Court Sports

Responses to highest priority program or activity included:

- Exercise Classes
- Court Sports
- Senior Programs
- Indoor Walking
- Arts & Crafts

Most of the participants (71%) indicated they were willing to travel between five and fourteen minutes to a community center. Preferences for payment of services included monthly individual memberships and multi-use passes. A majority of the respondents expressed interest in paying less than \$7 a day with some willing to pay up to \$10 a day. For a monthly rate, most of the respondents were willing to pay less than \$40. Approximately 50% of the participants agreed the cost of services should be covered by fees and charges with the remaining participants preferring subsidization of costs through taxes or other sources.

Top priorities within a community center include:

- Court Spaces
- Exercise/Fitness Components
- Walking/Jogging
- Group Activities/Program
- Drop-in Play

Participants preferred the option of a family membership with fees at a price point allowing for greater use.

Councilmember Althauser questioned the pricing structure with respect to enabling the community to have access to the community center without participating in any specific program or activity. Mr. Caron responded that across the nation facilities are often designed with community spaces that do not require fees for access or utilization. Centers can be designed to

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 9**

accommodate the needs of the community. Program pricing schemes can include scholarships for programs/activities or a reduction in overall fees dependent upon the sense of the community in terms of cost recovery for operations.

Mr. Wilkerson reviewed three program options based on workshops with the Executive Committee, Steering Committee, and the public. The three program elements required programs, community programs, and recreation/fitness programs at three different cost estimates based on square footage and number of programs. The large, medium, and small programs offer total square footage of approximately 115,000, 74,000, and 74,000 respectively with each program offering different types of spaces and programs/activities.

Mr. Wilkerson reviewed the large, medium, and small program preliminary design concepts for three sites located at the Olympia Airport site, Brewery property, and the former Washington Department of Transportation (WSDOT) site. Typical community center sites require a minimum of eight to ten acres to support the facility and parking. He described the benefits of each site in terms of costs for existing and required infrastructure, frontage improvements, mitigation and demolition costs, flood protection measures, existing transit service, and access to the site for vehicles, pedestrians, and bicyclists. Of the three sites, the WSDOT site is the top choice followed by the airport site and then the brewery site.

Mr. Wilkerson described costs for the building program based on public input received during the workshops. For the large program, the cost is estimated to be approximately \$66.5 million to include soft costs (design fees, permit fees, contingency, and furniture and equipment) with escalation factored two to three years in the future. Washington State sales tax is currently at 9.7% for first quarter 2025. Hard construction costs are estimated to be \$46.5 million with soft costs and sales tax adding an additional \$18 million for a preliminary cost of \$66.3 million excluding any land acquisition or leasing costs.

The renovation option for the brewery site reduces the cost to approximately \$52 million but it does not account for land acquisition or leasing costs, site access, or any flood mitigation necessary for the site. The medium program is estimated at \$45 million with construction costs of \$31.5 million. The small program is estimated at less than \$24.7 million.

Mr. Wilkerson advised that the figures are estimates by other partners the design team works with throughout the country. The rates are from other construction companies that are tailored to the areas based on variables, such as renovation or new construction. The estimates are backed from both research and actual costs for projects completed. The figures are updated annually.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JANUARY 28, 2025 Page 10**

Next steps include a virtual committee workshop with the Executive Committee and Steering Committee on February 28, 2025, an in-person committee workshop on April 8, 2025, and a Council presentation on April 8, 2025 to review the selected site, program, and a third party cost estimate. Mr. Wilkerson invited the Council to submit any questions to Director Denney.

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

City Administrator Parks reminded the Council of efforts by staff to track information from the federal government particularly regarding grants the City has or is anticipating to receive to identify any potential implications should funding not be received.

Mayor Sullivan reported on her attendance to the recent Mayor's Forum. Many legislative requests are anticipated with recognition of the current state budget and unknowns associated with actions by the federal government.

Councilmember Cathey said she recently learned that every two years, local cities are eligible to compete for membership on the Board of Health. The City of Olympia has initiated efforts for membership in 2025 with the City of Tumwater eligible to compete for a position in 2027.

Mayor Sullivan said staff would research the opportunity and follow up with the Council.

ADJOURNMENT: With there being no further business, Mayor Sullivan adjourned the meeting at 8:16 p.m.

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

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 1**

CONVENE: 6:02 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Administrative Services Department Director Michelle Sutherland, IT Department Director Lance Inman, Water Resources and Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Communications Manager Jason Wettstein, and Deputy City Clerk Tracie Core.

**DAVIS MEEKER OAK
TREE RISK
ASSESSMENT FINAL
REPORT BRIEFING:**

City Administrator Parks introduced Todd Prager, Principle & Owner of Prager & Associates and Rick Till, Associate, to provide a report on the tree risk assessment of the Davis Meeker oak tree.

Mr. Prager and Mr. Till reviewed their qualifications and work experience as Certified Master Arborists.

Mr. Prager reported the Davis Meeker tree is an approximate 400-year old Oregon white oak tree that is native to the area. In 2023, an 18-inch diameter branch fell 40 feet onto the highway during mild weather. A prior risk assessment was initiated following the event and included sonic tomography at the trunk of the tree and a climbing inspection of various parts of the tree. Based on the assessment, the primary recommendation was to remove the tree.

Mr. Prager advised that his firm was contacted to complete another risk assessment of the tree. The assessment included a review of the initial assessment report and an independent risk assessment to include a review of all background information on the tree's history. The work included another aerial inspection of the tree, root crown excavation, and several sonic tomography readings at the base of the tree, the trunk, and stems of the tree. The results of the various forms of evaluation were analyzed with risk categorized using the International Society of Arboriculture's (ISA) tree assessment process. Following the categorization of risk, various mitigation options were identified to reduce risk for the Council's consideration. All the information is contained in a Level III Tree Risk Assessment Report provided to the City.

Mr. Till reviewed and described the ISA qualitative assessment process. Some ratings can vary between different assessors and in the context of the tree and the environment. Risk ratings are not definitive prescriptions of next steps but rather they provide context and

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 2**

information for decision-makers and risk managers to make informed decisions.

Mr. Till shared photographs of the Davis Meeker oak tree and identified different sections of the tree that were evaluated using different assessment methods. He described the results of the assessments completed on the central stems, east branch leaning over the highway, and the southwest stem that branches out towards the airport hangar.

Mr. Till said the tree splits into two codominant trunks approximately 16 feet above ground. At that point, probing of that area revealed solid wood and no fungal fruiting bodies (decay). The union was determined to be sound based on the probing. Other sonic tomography readings were completed below the union to assess for decay or structural weakness as well as above the union in both stems.

The second co-dominant union is located higher in the tree to the southwest and was evaluated using sonic tomography. A previous failure occurred in 2012 during an ice storm. At that time, there were several documented failures because of the ice storm. The second co-dominant stem that experienced a failure reflects good wound wood growth that is indicative the tree is responding and adding more structural integrity to the tree.

Mr. Prager said the May 2023 failure precipitated the first risk assessment. That failure occurred from the central stem. He displayed a photo of the area of failure. The area includes discolored wood reflective of an older failure or damage that occurred prior to the 2023 incident. Another issue is the presence of fungal mycelium. Samples of the area were removed to determine the type of infection/disease. Wound wood growth is occurring from the failure indicative that the tree is responding to the failure that occurred.

Further up the tree along the central stem, a Kestrel cavity was identified housing a nest for falcon-type species. The cavity was probed to obtain a measurement of any decay that might be occurring. The results reflect that the stem is mostly hollow at that location.

Along the east branch, failure can be viewed from the ground. The timing of the failure is unknown but it is part of the history of failures experienced by the tree. The area is located over the highway, which is an important location for a failed branch.

Mr. Prager shared another view of the historic failure revealing wound wood growth over the failure that was used for comparison to wound wood growth resulting from the May 2023 failure. The aerial inspection of the tree identified numerous past failures of the tree.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 3**

Sonic tomography was completed at the base and along the trunk. The first reading at the base of the trunk compared the reading obtained late last year with the reading completed as part of the initial assessment. Recent readings corroborate the results of the prior readings revealing a similar pattern of decay in both stems. The reading at the base contained the most substantial portion of decay. Essentially, the tree has a thin shell wall of sound wood at the base of the trunk and significant decay in the interior of the base. Eight sonic tomography readings were performed on the trunk of the tree. Essentially, the results revealed insignificant strength loss along the remaining portion of the trunk with the most significant strength loss at the base of the tree. The readings reflect that the tree has substantial holding wood remaining for structural integrity.

Mr. Prager displayed photographs of areas on the tree depicting root crown excavations or air spading tests (blowing strong stream of air around the base of the tree trunk) to expose the root crown of the tree. The test reveals conditions at the base of the trunk, such as fungal fruiting bodies, decay, or root loss. An existing cavity at ground level was probed revealing sound wood surrounding the cavity with no significant decay or fungal fruiting bodies in the root crown area. The team was surprised at the good condition of the root crown when excavated.

Mr. Prager summarized the data. Some parts of the tree revealed significant decay while other areas are sound. The interior of the trunk experienced the worst strength loss. Along the stem, there is minimal strength loss although there have been several failures in the past both during calm weather and some that were precipitated by storm events. The tree risk assessment process involves considering the results and categorizing risk and assigning risk ratings. The consultant is responsible for providing risk ratings, options for mitigation, and residual risk ratings (remaining risk after mitigation measures). The City's role as the tree risk manager is to determine next steps based on the information provided in the assessment. Some factors for consideration are the amount of investment to support the tree and identifying the level of acceptable risk to the City.

Mr. Prager displayed two matrices of risk assessment of a *likelihood matrix* and a *risk-rating matrix*. Under the Likelihood Matrix, the likelihood of failure can range from imminent, probable, possible, and improbable. When considering the likelihood of failure, the timeframe is factored. The consultant team selected a timeframe of five years. Under the Risk Rating Matrix, the likelihood of failure and impact ranges from very likely, likely, somewhat likely, and unlikely. The consultant team analyzed several targets, such as the highway, airport hangar, parking,

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 4**

and other targets surrounding the tree. The highest likelihood of failure the consultant team recommends is “possible” based on the outcome of the assessment. The recommendation is consistent with the previous arborist’s assessment. The Likelihood Matrix finds that with a rating of “possible,” the likelihood of impact (low, medium, & high) reflected a rating of “somewhat likely” under the high column.

The second matrix categorizes the risk ranging from low, moderate, high, and extreme (emergency). Should a significant branch fall from the tree and strike the highway, the incident would be a severe consequence if someone was injured or killed. The risk rating result of “somewhat likely” assigns a moderate risk, which reflects the highest rating from the analysis.

Mr. Till advised that the prior arborist report listed the likelihood of failure as “probable” and “likely of impact” as high, which alters the outcome. However, he is confident that the selection of “possible” is the best fit given the definition provided by the rating system. The terms for risk rating can be imprecise when considering the definition of probable, possible, and improbable requiring some practical wisdom and common sense in terms of interpreting the selections. The definitions do drive outcomes; however, the ratings reveal that the tree poses a moderate risk.

Mr. Till reviewed the definitions that guide the ratings. Essentially, under normal weather conditions, there is no expectation that the remaining branches on the tree would fail based on the visual inspection, updated sonic tomography, and fungal testing. Based on the available information, the “possible” definition is the best fit for normal weather conditions. The definitions are included and explained in the report.

Mr. Prager said the team considered the likelihood of the entire tree failing within the next five years and classified that likelihood as “possible.” The likelihood of the tree impacting any of the targets varied based on the orientation of the tree, prevailing winds, and the weight bearing of the tree. The highest likelihood of impact is if the tree fell towards the hangar with the lowest impact to the parking area or where people might be walking. The most significant target that was evaluated was Old Highway 99. The rating was “medium likelihood” of the entire tree falling onto Old Highway 99. The consequences of the tree falling onto the roadway or the hangar would be severe. However, despite the severe consequences, the risk rating reflects “low.” The moderate risk rating was assigned to the hangar because it is a fixed target.

Mr. Till added that part of the risk analysis considered the crown weight of the tree, which is mostly to the southwest reducing the probability of the entire tree falling onto the highway because the massive weight is located to the southwest. The same analysis was applied to the central

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 5**

stem, which was rated lower as the mass of the central stem and the crown weight are located more to the southwest.

Mr. Prager described the analysis and ratings for different areas of the tree. Each risk rating includes mitigation options. The most important is crown reduction pruning as discussed in the prior arborist report as a mitigation option. Crown reduction reduces the mass of the tree producing less surface area exposed to wind forces and it repositions the center of gravity of the tree to reduce the number of potential failures. The report does not include specifics as to the amount of reduction pruning or identify the areas of pruning. If implemented, the residual risk of the tree would be lower.

Mr. Prager shared a chart of risk management alternatives with pros and cons to assist the Council in evaluating different risk mitigation options:

- A. Basic Prune/Root Zone Management/Monitor
- B. Reduction Prune/Supplemental Support/Root Zone Management/Monitor
- C. Target Management/Reduction Prune/Supplemental Support/Root Zone Management/Monitor
- D. Tree Removal

Mr. Prager reported the team recommends Option B if the City chooses to retain the tree because it significantly reduces risk; however, reduction pruning can cause significant impact to the tree by reducing the tree's ability to photosynthesize and if too aggressive, the tree could decline. Another consideration with a supplemental support system is the requirement to regularly maintain, monitor, and adjust the systems to remain effective, creating ongoing cost and responsibility for the City.

Mr. Prager commented on the subjectivity of the risk assessment process, as the terms are not necessarily intuitive and could generate different opinions on possible versus probable or likelihood of failure. The team modeled the outcomes using different models for comparison of results.

Mr. Till provided additional information on the two other modeling programs. After running the models, one model generated an acceptable level of risk. The second model indicated that with the amount of sound wood around the perimeter of the trunk, there is a robust safety factor providing some confidence that the risk of full tree failure is within an acceptable range. Information on the modeling is included in the report.

City Administrator Parks reviewed some preliminary cost projections for Option B and Option D. Cost factors need to account for preparation of an expert work plan and cost estimate, arborist supervision required for ongoing work, labor market volatility and economic uncertainty, and Department of Archeology and Historical Preservation (DAHP) annual

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 6**

permitting costs. Steps in the process to retain the tree include the DAHP permit process, advertising and selection of a contractor, development of a work plan, and implementation of the work plan. Ongoing work would be necessary beyond five years.

Using the assessment report, staff developed a preliminary spreadsheet outlining the various risk mitigation options for Option B, description of the tasks, frequency of tasks, and low and high cost estimates of each mitigation measure. For example, for basic pruning, the cost estimate from the report is \$2,000 for limited deadwood pruning. The estimate for traffic control can vary dependent on contracted labor or traffic control provided by staff. The spreadsheet is a work in progress and will be refined as the Council moves forward to identify the preferred option.

Councilmember Althauser questioned the source of funds for management and long-term maintenance of the tree. City Administrator Parks advised that grants would be unlikely and that the costs would be from the general fund.

Councilmember Agabi asked whether the rate of decay could be calculated per year as a way to gauge its eventual demise. Mr. Till replied that it is not possible to calculate the rate of decay. Trees can adapt to decay and have for millions of years by co-evolving with fungi existing within the tree. As the tree adds new growth, the tree compartmentalizes internal decay. Dependent upon how it occurs, decay can be compartmentalized and it does not necessarily expand at a consistent rate through time. Oregon white oak is generally considered to be decay-resistant than other tree species. The rate of decay is likely quite slow in relation to the tree's residual strength.

Mayor Sullivan noted the importance of ensuring a commitment for ensuring continued assessments are completed to ascertain if changes are occurring and to identify the cause.

Councilmember Swarthout questioned the possibility of establishing a donation fund to cover the costs of caring for the tree. City Administrator Parks affirmed the possibility of establishing a separate fund for the collection of donations. Director Niemeyer said such a fund would be established separately to ensure proper tracking of fund expenditures related only to the tree.

Mayor Sullivan cautioned that over time, the community may lose interest. To maintain the tree over time, a substantial plan would be required.

Councilmember Dahlhoff asked about the possibility of the urban forester assuming the responsibility of monitoring the tree. City

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 7**

Administrator Parks affirmed the possibility as the position was established to support the stormwater utility and technical support for all tree code implementations. A five-year review would entail a professional assessment similar to the assessment recently completed involving aerial arborists and sonic tomography.

Councilmember Dahlhoff encouraged consideration of utilizing the Department of Enterprise Service Statewide Contract Service. She also recommended identifying the line item within the general fund that would support efforts for maintaining the tree.

Councilmember Cathey commented that she believes the environment, air, and water are becoming more important to people. Fading interest by the community would likely not occur as the community supports saving the tree. She supports pursuing efforts to save the tree, as there are opportunities to seek funding within the environmental realm. Additionally, people establish foundations or initiate different types of instruments to support an effort. The tree generated responses from people living outside the United States who care about environmental issues of climate change. The City is in the midst of a good time to take a risk as well as a critical step to save an historic tree that served as a trail marker and contributed to the creation of Tumwater. She urged consideration of exploring other ways of funding, such as creating a foundation.

Councilmember Von Holtz supported the comments and suggested it might be an opportunity for the Tree Board and the Historic Preservation Commission to work jointly to develop a plan for raising funds. The Council, through hundreds of emails and public comments, has learned that the tree is not a fleeting issue as the community loves the tree and wants it saved.

Mayor Sullivan noted that once the Council selects an option, a budget adjustment would be necessary regardless of the option. She stressed the importance of the Council solidifying the option to ensure future Councils honor the commitment.

Councilmember Dahlhoff recommended scheduling a joint meeting between the Council, Tree Board, and the Historic Preservation Commission.

Mayor Sullivan advised that work will be ongoing by staff. City Administrator Parks added that staff developed the initial spreadsheet and will continue to develop specific strategies and work plans. The selection of any option will require additional efforts to establish a work plan, cost estimate/budget, and maintenance plan.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 8**

**LEASE AGREEMENT
WITH KAUFMAN
HOLDINGS, INC. FOR
821 AIRPORT COURT:**

The Mayor and Council thanked and acknowledged Mr. Prager and Mr. Till for their professionalism and time to complete the assessment and the report.

Director Denney reported funds were included in the budget for the Parks and Recreation Department to lease space and move from City Hall to afford space to accommodate the Police Department's new body worn camera program and new employees. Following discussions, the management team recommended moving Parks and Recreation Department administration from City Hall to a new space.

Last October, the department began evaluating spaces in the City of Tumwater based on size, prices, and conversion of space to accommodate the functions of Parks and Recreation administration. Five building spaces were identified that would meet the need. One site is near the airport located east of the Davis Meeker oak tree. That site would be the least costly and is configured properly to accommodate required office space and public interaction. Today, department employees are located in five buildings throughout the City. The move provides an opportunity to improve efficiencies and consolidate some employee workplaces.

Department administrative staff, the Director, the Recreation Manager, the Arts Coordinator, and the Volunteer Coordinator from Old Town Center would relocate to the new site. The Recreation Supervisor would move to Old Town Center to manage recreation coordinators working at the center to ensure a cohesive team working in one facility.

The proposal is a three-year lease agreement with Kaufman Holdings. The building was used during the pandemic by Washington State Department of Transportation (WSDOT) for office space. WSDOT remodeled the building which enables the department to move in with minimal improvements necessary. The monthly rent is \$6,600. The amount was included in the department's budget for 2025 and 2026. The goal is to move in April and begin remodeling the City Hall space to accommodate the needs of the Police Department.

Staff requests the Council place the proposed lease on the Consent Calendar for the March 18, 2025 Council meeting with a recommendation and authorization for the Mayor to sign.

Councilmember Dahlhoff asked to receive a copy of the comparison of the costs between the five locations.

Councilmember Swarhout questioned language in the agreement citing Triple Net (NNN) of \$1,705.34 in addition to the monthly lease rate of \$6,600. Director Denney explained that the amount covers additional

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MARCH 11, 2025 Page 9**

expenses of waste disposal and utility costs. etc.

**VOTE OF
AFFIRMATION:**

By a unanimous vote of affirmation, the Council approved moving the request to the Consent Calendar for the March 18,, 2025 Council meeting with a recommendation and authorization for the Mayor to sign the agreement.

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

There were no reports.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:51 p.m.

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 1**

CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Fire Chief Brian Hurley, Administrative Services Department Director Michelle Sutherland, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Transportation and Engineering Department Director Brandon Hicks, IT Department Director Lance Inman, and Police Lieutenant Carolos Quiles.

SPECIAL ITEMS:

**PROCLAMATION:
WOMEN'S HISTORY
MONTH, MARCH
2025:** Councilmember Dahlhoff read a proclamation declaring, *Women's History Month, March 2025*. The proclamation urged people to take actions against gender bias and inequity and join in recognizing women's contributions to culture, history, and society.

Shelly Willis, Family Education & Support Services, accepted the proclamation on behalf of the Zonta Club of Olympia. The City's acknowledgement of the day is a meaningful step forward in ensuring that the contributions, struggles, and triumphs of women are recognized and valued within the community. For years, the Zonta Club of Olympia has been steadfast in its advocacy for women rights, education, and empowerment. The organization appreciates the Council's leadership in recognizing the important day.

PUBLIC COMMENT: **Linda Burt** said that eight years ago, she asked the Council for assistance for rental caps or ways to reduce rental increases. Since then, she has experienced the loss of her husband, the murder of her sister and brother by gun violence, experienced a house fire, and the death of two baby rabbits. She plans to testify at the State Senate about rent control. She lives in a manufactured home park and is hopeful everyone's testimony will help some of the problems that she is experiencing at Laurel Park Estates in Tumwater.

- CONSENT
CALENDAR:**
- a. Approval of Minutes: City Council, February 18, 2025
 - b. Approval of Minutes: City Council, March 4, 2025
 - c. Payment of Vouchers
 - d. Resolution No. R2025-006, Surplus Property
 - e. First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update
 - f. Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 2**

- g. Lease Agreement with Kaufman Holdings, Inc. for 821 Airport Court
- h. Advisory Board Appointment of Sandra Nelson and Nelida Daniel to the Planning Commission

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

Mayor Sullivan reviewed the items approved on the Consent Calendar.

PUBLIC HEARINGS:

**R2025-005, IN
SUPPORT OF THE
TUMWATER
TRANSPORTATION
BENEFIT DISTRICT
PROPOSITION 1:**

Director Hicks reported the proposal is for consideration of the resolution in support of the Tumwater Transportation Benefit District Proposition 1 on the ballot for the special election on April 22, 2025. Passage of Proposition 1 would continue the existing 0.2% sales tax to pay for transportation projects in the City for the next 10 years. If approved, the sales tax is estimated to generate over \$30 million for street and sidewalk maintenance over the next 10 years.

Mayor Sullivan opened the public hearing at 7:13 p.m.

**PUBLIC
TESTIMONY:**

There was no public testimony.

Mayor Sullivan closed the public hearing at 7:14 p.m.

Councilmembers spoke in support of the resolution stressing the need for the funding source to maintain existing transportation infrastructure and that the proposal is not a new tax, but continues an existing tax paid by anyone who shops in the City, which lessens the burden on Tumwater residents.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Dahlhoff, to adopt Resolution No. R2025-005 in support of the Tumwater Transportation Benefit District (TBD) Proposition 1, Renewal of Sales and Use Tax for Transportation Improvements that will appear before voters on the April 22, 2025 Special Election Ballot. A voice vote approved the motion unanimously.**

**COUNCIL
CONSIDERATIONS:**

**EMPLOYMENT
AGREEMENT
TEMPLATE:**

City Administrator Parks advised that the Budget and Finance Committee recommends the Council approve the employment agreement template.

In the City of Tumwater, the Mayor selects and appoints department directors. However, the Council approves contracts and agreements. Of the 10 department directors in the City, seven directors have executed employment

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 3**

agreements with three directors lacking any employment agreement. The objective was to establish new agreements for directors lacking an agreement, as well as addressing standardizing employment agreements for all director positions.

The proposal replaces existing agreements with the template and executes the standardized agreement with three directors lacking an employment agreement. The template includes some provisions that will result in substantive changes to standard components within the agreement for each director position. The basic terms of the agreement outlines the duties of the position with an attached job descriptions for each position. The term of the employment agreement emphasizes that directors serve at-will with an indefinite term of service but no guaranteed tenure.

One provision standardized for all agreements is the severance package where termination results because of a matter of right by the City without cause. The current severance terms range between two and six months. The proposal recommends a six-month severance package consistent with the City Administrator employment agreement. Salary for each position is based on the City's salary and grade system approved by the Council each year during the adoption of the budget.

The request is for approval and authorization to the Mayor to sign employment agreements with current and future directors in substantially the same format consistent with adopted City policies as approved by the City Attorney.

City Administrator Parks addressed questions about the reason for standardizing the agreements. Additionally, the director positions are non-union positions.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve and authorize the Mayor to sign employment agreements with current and future directors in substantially similar form consistent with adopted city policies as approved by the City Attorney as recommended by the Budget and Finance Committee at their February 28, 2025 meeting. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Peter Agabi***

The meeting on Tuesday, March 11, 2025 included an update by the Thurston County Prosecutor on Tumwater activities. The City of Tumwater has experienced an increase in cases primarily surrounding domestic violence cases.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 4**

**GENERAL
GOVERNMENT:
*Michael Althaus***

The special meeting earlier in the day included a review of the Climate and Housing Elements of the Comprehensive Plan and briefings on the Food System Plan, contract approval for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments, and consideration of a Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling.

**PUBLIC WORKS:
*Eileen Swarthout***

The next meeting agenda on March 20, 2025 includes consideration of acceptance of work for tenant improvements for City of Tumwater Office Space at South Puget Sound Community College, acceptance of work for the Palermo Security Fencing Replacement Project, discussion on a Schedule 74 Design Agreement with Puget Sound Energy for the Old Highway 99 and 79th Avenue roundabout, and a construction contract with Northwest Cascade, Inc. for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project for additional construction funds.

**BUDGET AND
FINANCE:
*Debbie Sullivan***

The committee’s next meeting is on March 28, 2025.

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

City Administrator Parks reported personnel from the Tumwater Police Department are scheduled to present information to the Tumwater Chamber of Commerce on current trends, challenges, opportunities, public safety initiatives, and collaborating with local businesses to foster success and security. The meeting is scheduled on Wednesday, March 19, 2025 from noon and 1 p.m. at New Market Skills Center.

City Administrator Parks updated the Council on the Community Assistance Referral and Education Services (CARES) program in partnership between Tumwater Fire Department and Olympia Fire Department. The fire departments share a position with the position working half time on CARES referrals in Tumwater. All Tumwater firefighters received training in the CARES referral process with 11 community members referred for assistance.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

At the March 7, 2025 Thurston Regional Planning Council meeting, members received an update by LOTT Clean Water Alliance on current and future activities, an overview of the Regional Transportation Plan’s future conditions chapter, and an update by Intercity Transit staff on transit services offered by the agency.

Kelly Von Holtz:

Meetings included attendance at Tumwater Public Health & Safety Committee and the Intercity Transit Authority meeting. Members received an update on legislation affecting statewide transit agencies and the funding forecast. The Authority is scheduled to meet on Wednesday, March 19, 2025. The agenda includes a region transportation update by TRPC. Councilmember Von Holtz

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 5**

is scheduled to attend the Tumwater Chamber of Commerce meeting at New Market Skills Center

Angela Jefferson:

The last meeting of the Emergency Medical Services Council included several updates. The first ALS academy hosted 40 participants with all graduating and moving forward. An EMT class had an enrollment of 30 participants. The program is supported by Thurston County. Staffing updates included the departure of two personnel and the 2024 EMS Comprehensive Plan and concerns about the plan's alignment with the mission statement and the process for the Council's approval.

On March 4, 2024 Councilmember Jefferson attended an Equity In Education Forum in lieu of the Council meeting to learn more about Senate Bill 5044 concerning professional learning, equity, cultural competency, and dismantling institutional racism in the public school system. The forum addressed cultural competency with a goal to enhance diversity, equity, and inclusion training for educators and school staff in Washington State. Councilmember Jefferson shared why she attended the forum. She stressed the importance of everyone talking about race, as discussions on race are difficult because everyone has a different perspective. She cited a recent incident involving a biracial child that was spit on by a young white girl on a school bus. The incident was on video. The parent was not notified of the incident and after meeting with school officials he was informed that the incident was not an assault, as the girl did not physically strike the boy. The school principal informed the parent that he would not receive an apology and that the responsibility was with the School Transportation Department, as the incident did not occur on school grounds. SB 5044 is a bipartisan bill and a crucial step of ensuring that all schools provide an inclusive and supportive learning environment for all students, particularly those from historically marginalized communities.

Councilmember Jefferson commented on her efforts to preserve the FRESH program because of budget cuts by the Tumwater School District. The Tumwater FRESH Program is a prevention program for high school at-risk students. At an earlier meeting with Councilmember Swarthout, students presented a plan to preserve the FRESH Program. Parents have attributed the program to benefiting their child. Additionally, in collaboration with Councilmember Dahlhoff, a meeting was held with the Tumwater School District Deputy Superintendent to discuss how they could assist in saving the program.

Leatta Dahlhoff:

Councilmember Dahlhoff attended the LOTT Clean Water Alliance Board meeting. The Board declared the Henderson Boulevard property in Tumwater as surplus. The Board approved the use of \$125,000 from the Affordable Housing Support Program (shared pool) for the Franz Anderson housing project. Staff provided updates on the hauled waste receiving station project

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 18, 2025 Page 6**

that may entail a road closure up to four years. The project will cost millions of dollars and serves food truck waste.

The Thurston County Opioid Abatement Council recently met. City Administrator Parks and Councilmember Dahlhoff attended the meeting. Members discussed the process, program structure, and funding uses. Funding can be used for treatment, connections to care, recovery support services, primary prevention, overdose prevention, harm reduction, and police and fire CARES support. The meetings are scheduled monthly and as funding is discussed, updates will be provided to the Council to determine how potential funding could benefit Tumwater.

Councilmember Dahlhoff attended the Tumwater Public Health and Safety Committee and the General Government Committee meetings.

Michael Althaus: The next meeting of the Regional Housing Council is on Wednesday, March 26, 2025.

Eileen Swarthout: Councilmember Swarthout reported on her attendance to the March 7, 2025 Thurston Regional Planning Council meeting.

Councilmember Swarthout reported on the Transportation Online Open House March 20 - April 2, 2025 in support of the Transportation Plan update as part of the update of the Comprehensive Plan. She encouraged community members to attend.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:54 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: April 01, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- March 14, 2025, payment of Eden vouchers 174481 to 174500 in the amount of \$4,117.85; payment of Enterprise vouchers 186093 to 186175 in the amount of \$679,731.18 and electronic payments 905375 to 905410 in the amount of \$239,605.60 and wire payments in the amount of \$273,208.59
- March 21, 2025, payment of Eden vouchers 174501 to 174508 in the amount of \$1,279.58; payment of Enterprise vouchers 186176 to 186251 in the amount of \$727,925.44 and electronic payments 905411 to 905437 in the amount of \$842,122.29

2) Background:

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

Vendor		
INTERNAL REVENUE SERVICE	271,848.35	Feb collections paid 3.10.2025
HERITAGE RESTORATION, INC	31,993.27	Final invoice for structure repair – Brewmaster’s house
OLYMPIA TUMWATER FOUNDATION	60,000.00	Historical services contract for 2024
SEA WESTERN, INC	33,452.29	Bunker gear Cogdill, Cloudsdale, McLean, Reynolds
HALEY & ALDRICH, INC	22,711.61	July 1 – July 26, 2024 Olympia brewery and Knoll warehouse
HALEY & ALDRICH, INC	59,300.00	July 27 – Sept 27, 2024 Olympia brewery and Knoll warehouse
HALEY & ALDRICH, INC	49,388.94	Sept 28 – Oct 25, 2024 Olympia brewery and Knoll warehouse
BARKER RINKER SEACAT ARCHITECTURE	25,835.64	Community center study services thru 2/28/25
ICF JONES & STOKES, INC	69,090.89	Bush Prairie HCP phase 4 9/1/24 – 2/28/25
MILES RESOURCES, LLC	72,873.44	PE#6 Israel Linderson PED & Bike
HDR ENGINEERING INC	55,867.18	Old HWY 99 & 79 th Ave RAB 1/26/25 – 2/22/25
LOTT WASTEWATER ALLIANCE	693,790.11	FEB 2025 LOTT fees

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

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

- 4) Alternatives:
- Ratify the vouchers as proposed.
 - Develop an alternative voucher review and approval process.
-

- 5) Fiscal Notes:
The vouchers are for appropriated expenditures in the respective funds and departments.
-

- 6) Attachments:
- A. Exhibit A – Payment of Vouchers – Review and Approval
 - B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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

Enterprise ERP

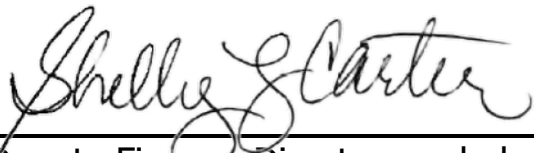
Voucher/Check Nos 186093 through 186175 in the amount of \$679,731.18

Electronic payment Nos 905375 through 905410 in the amount of \$239,605.60

Wire payments in the amount of \$273,208.59

Eden

Voucher/Check Nos 174481 through 174500 in the amount of \$4,117.85



Deputy Finance Director, on behalf of the Finance Director

Checks dated 03/14/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 186176 through 186251 in the amount of \$727,925.44

Electronic payment Nos 905411 through 905437 in the amount of \$842,122.29

Eden

Voucher/Check Nos 174501 through 174508 in the amount of \$1,279.58



Deputy Finance Director, on behalf of the Finance Director

Checks dated 03/21/2025

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: April 1, 2025
SUBJECT: Resolution No. R2025-007 Commute Trip Reduction Plan Update

1) Recommended Action:

Adopt Resolution No. R2025-007, Commute Trip Reduction Plan as recommended at the Council Work Session on March 25, 2025.

2) Background:

The City of Tumwater adopted the Commute Trip Reduction Plan (R2008-012) on October 21, 2008, and implemented measures as required by the Washington State Commute Trip Reduction Law (RCW 70.94.527). The local CTR plan shall be updated at least once every four years, in order to establish new four-year targets and program strategies and update other elements as needed.

3) Policy Support:

Strategic Priorities and Goals 2025-2026:
Be a Leader in Environmental Health and Sustainability

4) Alternatives:

Send back to staff for changes.

5) Fiscal Notes:

None

6) Attachments:

A. R2025-007, CTR Four-Year Plan Update Resolution

RESOLUTION NO. R2025-007

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting the City of Tumwater Commute Trip Reduction Plan Update.

WHEREAS, the Washington State Legislature passed the Commute Trip Reduction (CTR) law in 1991 to improve air quality, reduce traffic congestion and minimize energy consumption through employer- based programs under jurisdictional oversight; and

WHEREAS, the Washington State Legislature amended the law in 2007, adopting the CTR Efficiency Act, codified in RCW 70.94.521 through 551, which requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single occupant vehicle commute trips; and

WHEREAS, the City of Tumwater adopted the Commute Trip Reduction Plan (CTR Plan) by Resolution R2008-012 on October 21, 2008, and implemented measures as required by the Washington State Commute Trip Reduction Law; and

WHEREAS, the City of Tumwater is an affected Jurisdiction under the CTR laws; and

WHEREAS, the local CTR plan shall be updated in order to establish new four-year targets and program strategies and update other elements as needed; and

WHEREAS, the Thurston County Regional Planning Council implements the CTR program on behalf of the City of Tumwater; and

WHEREAS, the CTR Plan aims to decrease the number of drive-alone trips by encouraging alternatives such as walking or rolling, biking, and taking transit; and

WHEREAS, the Tumwater City Council finds that the City of Tumwater Commute Trip Reduction Four-Year Plan Update: 2025-2029 attached hereto as Exhibit "A" supports the health, safety and welfare of the residents of the city of Tumwater;

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

Section 1. Adoption The City of Tumwater Commute Trip Reduction Four-Year Plan Update: 2025-2029, attached hereto as Exhibit “A”, is hereby adopted.

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

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

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

RESOLVED this ___ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

City of Tumwater Commute Trip Reduction Four-Year Plan Update: 2025–2029

Benefits of CTR

1. Describe the local land use and transportation context and objectives.

- a. Describe the setting in the jurisdiction as it is today or will be in the near future.

Tumwater is a small city in southwestern Washington, located just south of the city of Olympia. The city had a population of 27,380 in 2023, and is projected to grow by 70 percent to over 46,000 by 2045. Tumwater’s economic and transportation conditions are highly interconnected with its neighboring cities of Olympia and Lacey – this tri-city metropolitan area has a collective population of close to 200,000 people.

Tumwater was founded in 1869, and is among the oldest cities in the state. It developed adjacent to the Deschutes River, which flows north into Puget Sound and supported the development of a local brewery industry that was the economic heart of the city for many years. The construction of Interstate-5 in the 1950s cut through the city’s historic downtown, bisecting the city’s residential and commercial areas. Today, the city has more than 27,000 jobs, a high proportion of which are tied to the state agencies headquartered in the city, with retail jobs concentrated along the old state highway route (Capitol Boulevard).

While most commute trips in Tumwater are made by vehicle, the city is well-served by transit and is working toward building out a more complete network of bicycle and pedestrian facilities, including through an emphasis on developing multiuse trails connecting the city’s parks. The city is likely to see residential development at higher densities as it accommodates planned growth, and a recent uptick in multifamily development is in line with its community vision to increase residential concentration in city centers and along urban corridors, as is the redevelopment of the Brewery District as a hub for brewing and distilling activities.

- b. Describe features of land use and transportation facilities and services that affect commuters.

Planning ahead for growth is vital in order to manage what kind of community is built. Transportation facility needs are affected by land use. Length of trips, convenient

connections and mode choices are all affected by growth; which is in turn controlled by land use plans. Tumwater's Land Use Plan divides the City into eight "neighborhood planning areas", each containing a variety of zoned uses. Serving those planning areas with adequate transportation facilities requires a Transportation Plan that is consistent with land uses allowed in each. Connectivity of the streets within and between the different land uses is an important aspect of the overall transportation system. Providing commuters with more options for ways to get places is a (via additional route options on roads, trails, etc) will help alleviate the congestion on Tumwater's roadways.

- c. Describe whether and how commuting patterns have changed in the past few years. COVID-19 has shifted lot of commutes to telecommute, most people are not driving as much as they used to before COVID-19. It is possible that teleworkers from the Central Puget Sound region may choose to move here, where the cost of housing is lower. Either way, demand on Tumwater streets seems likely to decrease during morning and evening peak commute times, and it may increase during off-peak times.
- d. List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.
The Tumwater Transportation Plan details goals for the city's Multimodal Transportation System: most Tumwater residents drive cars through the city, however, a well-designed transportation system has to meet other kinds of travel needs as well. Many people, due to age, disability or other life circumstances, are not able to drive a car; others look to different travel modes as a matter of personal choice. Compact development patterns can make alternate modes of travel such as walking, biking and riding the bus feasible and affordable. Most of Tumwater was built at a time before bicycle and pedestrian infrastructure was required as part of roadways, so as the city expands and updates its roadways, new requirements accommodate not only automobiles, but pedestrians, bicyclists and the movement of freight as well.

The Tumwater Transportation Plan also addresses Barrier-Free Transportation: In keeping with the City of Tumwater's stated mission to be a "PEOPLE-friendly, PEOPLE-oriented community" the transportation system must support independent mobility for all users. Travel limitations that result from physical, economic or linguistic challenges can threaten dignity and self-reliance, and lead to an overall reduction in quality of living. A goal of the Transportation Plan is to maintain a system that supports diverse travel options and community outreach, increasing accessibility for those that might otherwise have a difficult time getting from one place to another. In support of this goal the city will continue to identify and install curb cuts that allow wheelchairs and walkers access to sidewalks throughout the city. Barrier-free enhancements will also be considered and incorporated as an element of the City's design requirements for "on-site" access and connections to city infrastructure including pedestrian walkways and transit stops, especially in the developing commercial areas.

Travel Demand Management: Goal: Increase overall operating efficiency of the transportation system through the effective use of measures that reduce the need to drive alone at peak periods.

Public Transportation: Goal: Provide an appropriate level of reliable, effective public transportation options commensurate with the region's evolving needs. Public transportation plays more than one very important role in the Tumwater transportation network; not only does it serve a need for urban mobility both within Tumwater and between Tumwater and nearby communities, but also the need for connecting youth, elderly and disabled residents to community services and activities.

Bicycling: Goal: Increase the share of all trips made safely and conveniently by biking. The Tumwater Transportation Plan addresses the need for safe bicycling facilities; including roadway shoulder enhancements where bike lanes are not provided and, in some areas, creating separate bike lanes on designated bicycle corridors and provisions for employers to offer and promote secure bicycle parking. The Tumwater Development Guide includes a recommended system of bicycle routes. As projects develop, they are required to provide for bike lanes along those corridors that have been identified. As the Development Guide is updated, the system map should be expanded to include all of the arterial and collector roadways that have been recently annexed into the City. Bike lanes are also included as a component of Capital Facilities Plan projects undertaken by the City. The identified system of on-street bike routes is complemented by the City's existing and proposed system of off-street multipurpose trails. This trail system, included in the City's Parks and Recreation Plan, has been envisioned to link major environmental assets, park and recreational facilities, community centers, and historical features in Tumwater. As this plan is implemented, connections to transit systems and other multimodal systems allowing access to trail opportunities should be pursued.

- e. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.

Land use zoning calls for grouping various types of destinations in order that drivers can access a number of services and activities in a minimum number of trips. Once they reach the destination area, though, there must be adequate facilities to support safe pedestrian travel from one location to another. Each of the eight planning areas defined by the Tumwater Comprehensive Plan has its own groupings of land use zoning; some combine office space with public services while others combine retail and consumer services. One factor they share in common is the need to provide safe pedestrian travel opportunities such as well-maintained sidewalks, highly visible crosswalks and adequate lighting; as well as enforcement of vehicle speed zones and use of roadway features that serve as traffic calming devices. As Tumwater continues to update and grow its footprint, it will invest in that important connecting bicycle and pedestrian infrastructure.

Additionally, the city has a list of projects in its [Six Year Transportation Improvement Program](#) that will make more multimodal connections for commuters.

- Deschutes Valley Trail, Segments A-D
- Mottman Rd Improvements
- Multimodal Improvements and Traffic Calming throughout Tumwater
- 2nd Ave Pedestrian Improvements

- Rural Rd Shoulder Improvements
- Israel Rd and Linderson Way Pedestrian and Bicycle Improvements

2. Describe how the CTR program will help achieve the jurisdiction's land use and transportation objectives.

- a. Describe how and to what extent your CTR program will help your city or county achieve the land use and transportation objectives referenced in question 1.

The CTR program will help achieve the jurisdiction's land use and transportation objectives by providing resources and education on commute options, gathering commute data and information by conducting the CTR survey and compiling Program Reports for the worksites. The CTR program will reduce demand on the city's transportation system, allowing the city to maximize infrastructure investments by reducing cars on the roadways. By collaborating on CTR and encouraging worksite density in the urban core, it makes the area more walkable, bikeable, and transit friendly. The CTR program encourages dynamic parking pricing, reducing the need to build parking, increasing density and allowing the city to build less infrastructure to support cars.

3. Describe how the CTR program will help achieve the jurisdiction's environmental objectives.

- a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.

City of Tumwater has a goal to reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C. The city also strives to minimize transportation impacts on the natural environment and the people who live and work in the City and its UGA.

When we mention environmental protection in connection with transportation, perhaps the most common thought that follows is "vehicles cause pollution". While this is true, and pollution has proven to have negative natural and human health effects, it is far from the only issue worth consideration. Additional considerations include mitigation of impacts on air and water quality, natural habitats and natural resources, as well as minimizing effects to local neighborhoods. Tumwater and the surrounding jurisdictions share a common feature in that large portions of their transportation systems extend into low density rural areas. This rural nature is not conducive to bike and pedestrian modes of travel – and that translates to a high reliance on automobiles.

- b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.

The city of Tumwater strives to minimize transportation impacts on the natural environment and the people who live and work in the city. Part of the city's focus on density encourages infill development that will increase energy efficiency, reduce environmental impacts, and minimize greenhouse gas emissions that contribute to climate change. Further density in the city will also allow the surrounding area to maintain more green space so the community can support local farming and agriculture uses.

4. Describe how your CTR program will help achieve regional and state objectives.

- a. Summarize the local, regional, and state benefits that would be gained if you achieve your CTR targets.

CTR strategies are well incorporated into the city's Transportation Plan. The goals listed below for the City of Tumwater relate closely to the objectives noted in the State CTR Draft Plan.

Tumwater Transportation Plan

Goals:

- Transportation and Land Use Consistency Goal: Ensure the design and function of transportation facilities are consistent with and support healthy urban, suburban, and rural communities.
- Multimodal Transportation System Goal: Work toward an integrated multimodal transportation system that supports adopted land use plans, increases travel options, and reduces overall need to drive alone.
- Barrier-Free Transportation Goal: Ensure transportation system investments support the special travel needs of youth; elders; persons with disabilities, literacy or language barriers; and those with low incomes.
- Travel Demand Management Goal: Increase overall operating efficiency of the transportation system through the effective use of measures that reduce the need to drive alone at peak periods.
- Transportation Technologies Goal: Use technology-based approaches to address transportation congestion, safety, efficiency, and operations.
- Streets, Roads, and Bridges Goal: Establish a street and road network that provides for the safe and efficient movement of people and goods while supporting adopted land use goals.
- Public Transportation Goal: Provide an appropriate level of reliable, effective public transportation options commensurate with the region's evolving needs.
- Bicycling Goal: Increase the share of all trips made safely and conveniently by biking.
- Walking Goal: Increase the share of all trips made safely and conveniently by walking.
- Rail Goal: Ensure the long-term viability and continued use of existing rail lines in the region for freight and passenger rail travel.

State CTR Draft Plan

Objectives:

- Improve delivery of CTR programs.
- Produce more useful transportation behavior data.
- Respond to shifting mobility patterns.
- Reduce greenhouse gas emissions.

Summary of mutual benefits:

- Improve delivery of CTR programs: The emphasis on working toward an integrated multimodal transportation system will help make commute options besides a vehicle more feasible. This in turn will make all the CTR actions more

productive and easier to deliver. This benefit aligns with the region and state's CTR goals.

- Produce more useful transportation behavior data: Tumwater's focus on transportation technologies, as well as TRPCs usage of the WSDOT CTR Survey Tool helps produce data the city and region can use to change transportation behavior.
 - Respond to shifting mobility patterns: Tumwater's barrier free transportation goal and travel demand management goal align with this objective.
 - Reduce greenhouse gas emissions: The state and region both have the goal of reducing greenhouse gas emissions. Each commute trip that is shifted to a non-drive alone mode through the city's CTR program reduces greenhouse gas emissions.
- b. List adjacent CTR-affected cities and counties.
Thurston County, City of Olympia, City of Lacey
- c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.
- Travel to and from JBLM
 - Lack of HOV system in Thurston County
 - Few choices of high-capacity transit into Thurston County
- d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.
- High level of collaboration with Pierce County
 - Robust vanpool program in Thurston and Pierce County to serve our region's commuters
 - Discussed the benefit of HOV lane with regional transportation officials
 - Collaborated with TRPC and IT to encourage more high-capacity options in our city and region

Performance targets

5. **List your jurisdiction's CTR performance target(s).**
 - a. List performance targets that reflect only CTR-affected worksites.
Current Drive Alone Rate is 47% (baseline) TRPC recommends a 4.0 percentage point reduction (equivalent to 8.5% reduction) to 43.0% DAR.
 - b. List any additional performance targets.
6. **List the base value you'll use for each performance target.**
 - a. For each performance target, provide the number you'll use as the baseline (or starting number). You'll measure the difference between this number and your results to report performance. 47% baseline.
7. **Describe the method you used to determine the base value for each target.**
 - a. Provide the source for each base value listed.
The source is the CTR Survey.
8. **Describe how you'll measure progress toward each target.**
 - a. List the method you'll use to measure progress for each target.

CTR Survey.

9. List your jurisdiction's CTR-affected worksites.

a. List all your CTR-affected sites.

Worksite Name	Address	Zip	Zip 4	Jurisdiction	Status
City of Tumwater - City Hall Campus	555 Israel Rd SW	98501		Tumwater	Affected
Law Enforcement Officers and Fire Fighters Plan 2 Retirement Board - Olympia Headquarters	955 Malin Ln. SW	98501		Tumwater	Affected
Secretary of State Elections Division - Tumwater	243 Israel Rd. Floor 4	98501		Tumwater	Affected
South Puget Sound Community College - Craft Brewing and Distilling	4200 Capitol Blvd. SE	98501		Tumwater	Affected
Washington State Department of Agriculture - Cleveland Lab	3939 Cleveland Ave SE	98501		Tumwater	Affected
Washington State Department of Agriculture - Metrology Lab	2747 29th Ave SW	98512		Tumwater	Affected
Washington State Department of Corrections - ELG Building - HQ	7345 Linderson Way SW	98501		Tumwater	Affected
Washington State Department of Corrections - Division of Correctional Industries	801 88th Ave SE	98501		Tumwater	Affected
Washington State Department of Employment Security - WorkSource Thurston County	1570 Irving St SW	98501		Tumwater	Affected
Washington State Department of Employment Security - ESD Distribution Center	926 79th Ave SE	98501		Tumwater	Affected
Washington State Department of Enterprise Services - 7511 New Market St	7511 New Market St	98512		Tumwater	Affected
Washington State Department of Enterprise Services - Printing	7580 New Market St SW	98512	1004	Tumwater	Affected
Washington State Department of Environmental and Land Use Hearings Office - Olympia Headquarters	1111 Israel Rd SW, Suite 301	98501		Tumwater	Affected
Washington State Department of Financial Institutions - Point Plaza West	150 Israel Rd SW	98501		Tumwater	Affected

Washington State Department of Fish & Wildlife - Cleveland Warehouse	3939 Cleveland Ave	98501		Tumwater	Affected
Washington State Department of Fish & Wildlife - Lathrop Rd	9628 Lathrop Rd	98501		Tumwater	Affected
Washington State Department of Health - Tumwater Headquarters	101 Israel Rd	98501		Tumwater	Affected
Washington State Department of Labor & Industries - Headquarters	7273 Linderson Way SW	98512		Tumwater	Affected
Washington State Department of Labor & Industries - Towne Center	243 Israel Rd SE	98512		Tumwater	Affected
Washington State Department of Labor & Industries - Warehouse	7827-B Arab Dr	98501		Tumwater	Affected
Washington State Department of Licensing - Tumwater Warehouse	8005 River Dr	98501		Tumwater	Affected
Washington State Department of Natural Resources - Tumwater Compound	801 88th Ave SE	98501		Tumwater	Affected
Washington State Department of Natural Resources - State Agency Flight Operations	7613 Old Hwy 99	98501		Tumwater	Affected
Washington State Department of Retirement Systems - Point Plaza West	6635/6737/6639/6835 Capitol Blvd SW; 150 Israel Rd	98501		Tumwater	Affected
Washington State Department of Revenue - Information Services	6300 Linderson Way SW	98512		Tumwater	Affected
Washington State Department of Revenue - Tumwater Headquarters	6500 Linderson Way SW	98501		Tumwater	Affected
Washington State Department of Revenue - Linderson Building	6400 Linderson Way SW	98501		Tumwater	Affected
Washington State Department of Social and Health Services - Point Plaza East - Olympia Community Service Office	6860 Capitol Blvd	98501		Tumwater	Affected
Washington State Department of Social and Health Services -	6737 Capitol Blvd S, Bldg 2	98507		Tumwater	Affected

Disability Determinations Services					
Washington State Department of Social and Health Services - Arab Drive Building	7821 Arab Dr SE Building C	98501		Tumwater	Affected
Washington State Department of Social and Health Services - Division of Vocational Rehabilitation - Point Plaza West	6639 Capitol Blvd SW, Point Plaza West, FL1	98501		Tumwater	Affected
Washington State Department of Social and Health Services - Division of Child Support	243 Israel Rd SE	98501		Tumwater	Affected
Washington State Department of Transportation - Mottman - ESO	2214 R W Johnson Rd	98512		Tumwater	Affected
Washington State Department of Transportation - Tumwater PEO	821 Airport Court SE	98504	7447	Tumwater	Affected
Washington State Department of Transportation - Materials Lab	1655 S 2nd Ave	98512		Tumwater	Affected
Washington State Department of Transportation - Headquarters - ELG Building	7345 Linderson Way SW	98501	7430	Tumwater	Affected
Washington State Economic and Revenue Forecast Council - Tumwater Headquarters	6400 Linderson Way SW, Suite 238	98501		Tumwater	Affected
Washington State Office of the Attorney General - Tumwater Building	7141 Cleanwater Lane SW	98501	0122	Tumwater	Affected
Washington State Office of the Attorney General - Tumwater Annex Building	818 79th Avenue Suite D SE	98504		Tumwater	Affected
Washington State Office of the Insurance Commissioner - Ins. 5000 Capitol Blvd.	5000 Capitol Blvd, SE	98501		Tumwater	Affected
Washington State Office of the Insurance Commissioner - Special Investigations Unit	1520 Irving St, Suite C	98512		Tumwater	Affected
Washington State Office of the Secretary of State - Point Plaza East	6880 Capitol Blvd SE	98501		Tumwater	Affected

Washington State Office of the Secretary of State - Archives Records Center	7590 New Market St SW	98501		Tumwater	Affected
Washington State Parks and Recreation Commission - Headquarters	1111 Israel Rd SW	98501		Tumwater	Affected
Washington State Patrol - Collision Records Section	7345 Linderson Way SW	98501		Tumwater	Affected
Washington State Patrol - Armstrong Complex	8543/8611/8623 Armstrong Rd SW	98512		Tumwater	Affected
Washington State Patrol - Aviation Section	7525 Old Highway 99 E	98579		Tumwater	Affected
Washington State Patrol - Tumwater Square	321/403/411 Cleveland Ave & 3310/3312 Capitol Blvd	98501		Tumwater	Affected

10. List a performance target for each CTR-affected worksite.

- a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.
We will use the jurisdictional target for all the worksites.

11. List the base value you'll use for each site.

- a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.
The baseline value has already been established in 2023.

Services and strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.

Examples of active TDM strategies in Tumwater include urban, bicycle and pedestrian facilities described above, as well as public transportation alternatives like buses and vanpools, and the shelters and park-and-ride lots associated with their use. Other TDM measures include employers that allow for condensed work weeks or allow employees to telecommute. These TDM efforts not only reduce the numbers of vehicle trips, but also tend to spread commute times away from peak hours, reducing volumes during times of typically high travel demand.

The City of Tumwater is an active member of the regional Commute Trip Reduction program run by TRPC. As such, the City helps affected employers achieve reductions in single occupancy vehicle rates. TRPC promotes cooperative efforts between Intercity Transit, employers, WSDOT, and others to improve commute options available, such as biking, walking, transit, and carpools.

Long-term TDM strategies include planning efforts to condense land uses and encourage alternatives to driving alone. Identifying and adopting TDM strategies as part of the city's transportation plan can provide cost-effective alternatives to construction of

new/expanded facilities, and by reducing road use, increase the life cycle of existing facilities as well.

Other strategies will include (from Transportation Plan Goals/Policies):

- Encourage mixed-use buildings to increase density and walkability
- Invest in public improvements to streets and other public spaces
- Support new developments or redevelopments that happen in or near the city center
- Encourage housing to be near transportation hubs, jobs, and other daily activities
- Promote mixed-use urban developments that reduce the need for auto travel, including financial and other incentives to encourage transportation-efficient development and redevelopment
- Improve access to public transportation, ridesharing, bicycling, and walking.
- Promote private and public sector transportation demand management programs and services that encourage employees to commute to work by means other than driving alone or to change commuting patterns through teleworking, flex-time, or compressed work weeks
- Develop park-and-ride lots throughout the region, including shared use of underutilized parking lots at businesses and other facilities
- Encourage the use of technologies that enable people to participate in activities or meet their needs without having to travel
- Use travel demand management techniques to provide alternatives during temporary congestion resulting from major construction projects
- Support design and construction of multimodal streets and roads
- Encourage new regional connections for cross-town or cross-region travel that provide more direct routes and reduce vehicle miles traveled, where those connections do not promote sprawl or otherwise undermine adopted land use plans
- Limit the addition of travel lanes to those areas that can demonstrate long-term benefit, and where an increase is determined to be the best alternative
- Avoid widening any local arterial or collector to more than two through lanes in each direction and an auxiliary turn lane where warranted (five lanes, maximum) to preserve an acceptable community scale for the Thurston region, and minimize transportation impacts on adjacent land uses
- Develop an interconnected grid of local streets and roads to increase individual travel options and neighborhood connectivity while improving efficient use of the overall regional network
- Support implementation of Intercity Transit's "The Route Ahead" long-range regional transit plan, which emphasizes trunk and primary routes serving core areas and designated strategy corridors
- Increase the share of all trips made by public transportation
- Invest in the commuter vanpool program to provide cost-effective, flexible alternatives to driving
- Develop inter-regional transit partnerships for long-distance commute trips to and from destinations outside Thurston County
- Provide safe, convenient, and cost-effective transportation service to youth, elders, people with disabilities, or other people with special needs
- Increase awareness of public transportation and how to use it through expanded

education and public information tailored for various age groups and interests

- Consider a broad range of public transportation programs and services, including but not limited to local street trolleys, bus rapid transit, flex car programs, commuter rail, and high-speed passenger rail to ensure a full mix of options for meeting transportation needs as they evolve
- Develop a continuous, safe, and convenient regional bicycle network that functions as an integral part of the overall transportation system
- Provide safe and convenient bicycle routes to all schools in the region
- Invest in a regional network of contiguous and connected north-south and east-west dedicated corridors to serve as the backbone of the non-motorized system
- Provide bicycle parking facilities at existing and future transit centers, park-and-ride locations, train stations, and other multimodal facilities
- Encourage provision of short- and long-term bicycle parking and other supporting facilities at schools, employment sites, and major activity centers
- Develop an education program for bicyclists to increase understanding of bicycling laws and encourage appropriate riding behavior
- Consider long-term strategies for funding bicycle facilities and services
- Provide a direct, safe, interconnected pedestrian network that supports existing and desired land uses
- Construct safe sidewalks and effective crosswalks within an appropriate radius of every school in the region
- Provide frequent pedestrian crossings, especially in urban areas, along primary transit routes, and near activity centers
- Develop direct, "cut-through" connections for pedestrian and bike travel within and among neighborhoods and destinations such as major transit routes, schools, activity centers, and other destinations where pedestrian travel is anticipated
- Require pedestrian-friendly building design in areas where foot travel is likely and encouraged, such as city centers and regional activity centers
- Provide street lighting, trees, benches, and other elements that make walking safe and pleasant
- Support appropriate short- and long-term opportunities for the potential shared use of freight rail lines for commuter rail or other passenger rail opportunities

13. Describe how jurisdiction services and strategies will support CTR-affected employers.

The variety of CTR friendly policies laid out in the goals section of the Transportation Plan help set the city up to have a great future transportation system that supports active transportation modes, and prioritizes transit and vanpool travel. These infrastructure investments allow employers to encourage their employees to use CTR modes when they are available.

Additionally, Tumwater School District, a traffic generator for the city but not CTR affected, is encouraged to evaluate measures that might help address traffic congestion, such as staggered start times, parking management, more use of public transit, sharing of school bus fleets, and other measures as appropriate to reduce traffic demand during peak commute hours.

14. Describe barriers your jurisdiction must address to achieve CTR targets.

- a. Describe how you'll address these barriers.
 - The city prefers to not to fine businesses for non-compliance with the CTR but that is currently written into city code. It will be advantageous to the city to

explore options for recourse other than a fine.

- Some people don't feel safe walking, biking, and taking transit. The city is working on infrastructure improvements for pedestrians and bicyclists, and working with IT on rider safety. The city is working with IT on transportation safety messaging to provide passengers with timely education on safely using the system. The city police force is increasing traffic safety enforcement.

15. Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.

TRPC provides information and uses the Rideshareonline.com platform for Tumwater CTR worksites.

TRPC uses the State CTR survey tool for surveying and program reports.

16. Transcribe or link to your local CTR ordinance.

<https://www.codepublishing.com/WA/Tumwater/html/Tumwater16/Tumwater1634.html>

17. Describe your financial plan.

- a. Describe the estimated average annual costs of your plan.
City of Tumwater has an agreement with TRPC to implement the CTR program.
- b. Describe likely funding sources, public and private, to implement your plan.
Currently the City of Tumwater does not have a dedicated funding source for implementing the projects identified in question one. Without a dedicated funding source, project implementation will rely on grant funding or larger roadway resurfacing or capital projects that could incorporate one or more of the projects previously listed. There are a variety of funding mechanisms that are either currently available or could be put in place to fund implementation.
 - Local Funding Mechanisms:
 - Transportation Improvement Program
 - Local Tax Levy
 - Bond Measure
 - Existing Local Funding Sources:
 - Impact Fees
 - Utility taxes
 - City of Tumwater Transportation Benefit District (TBD)
 - City of Tumwater Real Estate Excise Tax (REET)
 - Arterial Street Gas Tax
 - Federal Grants
 - TIB Grants
 - Legislative appropriations
 - SEPA mitigation fees from private developers

18. Describe your implementation structure.

- a. Describe who will conduct the activities listed in your plan.
Thurston Regional Planning Council administers the CTR Program on behalf of the City of Tumwater.
- b. Indicate who will monitor progress on your plan. List job title, department, and name.
Veronica Jarvis, Senior TDM Planner at TRPC administers the program for the region and monitors progress.

19. List your implementation schedule.

- a. Provide the timeline for anticipated projects. The projects listed in this plan are part of the 6 year TIP, so 2024-2029, as funding becomes available.
- b. For implementation of CTR related activities, TRPC, who implements the program on behalf of the jurisdiction, carries out these activities on behalf of Tumwater:
 - i. Tasks listed in the WSDOT CTR Administrative Workplan.
 - ii. Biennial Commute Trip Reduction Survey.
 - iii. Biennial Program reporting.
 - iv. Quarterly networking sessions.
 - v. Promotions such as the Bicycle Community Challenge, Switch Your Trips WA, Ride Transit Month, etc.
- c.

20. Describe the CTR plan for jurisdiction employees.

- a. Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.
- b. The City has an internal CTR policy that compliments the CTR Ordinance. Existing and new staff are made aware of the CTR program and incentives therein. This includes upon onboarding, at health fairs, and via email and internal newsletters. The CTR Policy incentivizes transit, walking, biking, and other forms of transportation.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan.

- a. Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?
- b. The CTR plan contributes to the success of the overall plan because it encourages and incentivizes Tumwater employees to consider their mode of transportation to work and incentivizes modes other than single-occupancy vehicles. By explicitly calling out transit, biking, walking, vanpooling, carpooling etc. and clearly stating the incentives, this helps employees understand transportation options in the community and set an example for other CTR worksites.

Alignment with plans**22. List the transit agencies that provide service in your jurisdiction.**

Intercity Transit, Lewis County Transit, Rural Transit

23. List the transit plans you reviewed while developing this plan.

Intercity Transit 2024-2029 Strategic Plan

24. Describe how this CTR plan supports the transit plans.

Intercity Transit is the municipal corporation providing public transportation service within Thurston County. IT currently operates four routes serving the City. Intercity Transit buses can be seen carrying passengers throughout Tumwater on a daily basis. When the words 'public transportation' are mentioned, the first thought that often comes to mind is those very buses. Public transportation plays more than one very important role in the Tumwater transportation network; not only does it serve a need for urban mobility both within Tumwater and between Tumwater and nearby communities, but also the need for connecting youth, elderly and disabled citizens to community services and activities.

Public transportation in Tumwater, however, is not only provided by bus. Tumwater is surrounded by many isolated, low-density residential areas which would be a challenge to serve with traditional transit operations. Many local commuters rely on van pools as an alternative to driving alone, making park-and-ride facilities a valuable feature of our public transportation network. The Dial-a-Lift service is an example of individualized public transportation available for those unable to access more traditional transit services. Finding ways to continue to increase the share of travelers who use public transportation is an ongoing effort; providing various options for reliable public transportation is critical to efficient and successful operation of our transportation system.

25. Describe any comprehensive plan updates that are needed and when they will be made.

The City of Tumwater is currently undergoing their Comprehensive Plan update and will be making changes to the transportation chapter that incorporates more TDM strategies city-wide.

Engagement

26. Describe stakeholder engagement.

a. Who did you talk to?

The City of Tumwater's worksites are primarily state agencies, so TRPC initiated outreach with both the Employee Transportation Coordinator network and the Business Resource Groups at state agencies that represent vulnerable populations at state agencies. This outreach was done in spring and summer of 2024

• City of Tumwater

Stakeholder organization:

- Intercity Transit
- Thurston EDC (presentation)
- Thurston Chamber of Commerce (presentation)
- Rural Transit
- Thurston Thrives (Public health)
- Local Tribes
- State DEI council
- State Employee Black community
- State Employee Veteran Community
- State Employee LGBTQ
- State Employee Latinos
- State Employee Disability inclusion network
- State Employee immigrants
- State Employee Hawaiians, Asians, Pacific Islanders

b. When did you talk to them? Spring and Summer 2024.

May 2024 via a Transportation Options Survey, more focused outreach was done in August of 2024 in neighborhoods with CTR worksites and environmental health disparities. Outreach was done via NextDoor, TRPC social media, and targeted flyers with QR codes to a survey to community based organizations and businesses.

c. What did they have to say?

- i. People want safer, more reliable transportation options that are not cars. See

attachment for rollup of feedback.

- d. How did what they said influence the plan?

The feedback from stakeholders is in alignment with the City of Tumwater's upcoming transportation investments.

27. Describe vulnerable populations considered. (as noted above, these are the state Business Resource Groups)

- State Employee Black community
- State Employee veteran community
- State Employee LGBTQ
- State Employee Latinos
- State Employee Disability inclusion network
- State Employee immigrants
- State Employee Hawaiians, Asians, Pacific Islanders
- Additional targeted outreach was done using the Environmental Health Disparities map provided by WSDOT.

28. Describe engagement focused on vulnerable populations.

- a. Who did you talk to?

- There was engagement with vulnerable populations. Comprehensive documentation detailing these results is available.

29. List employers' suggestions to make CTR more effective.

- a. Stakeholders provided feedback and suggestions. Comprehensive documentation detailing these results is available.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates.

- a. Stakeholders provided feedback and suggestions. Comprehensive documentation detailing these results is available.

Regional transportation planning organization CTR plan review

RTPO comments

TRPC certifies that this CTR Plan is consistent with the regional CTR plan and the Regional Transportation Plan's Goals and Policies.

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: April 1, 2025
 SUBJECT: Contract Approval for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140)

1) Recommended Action:

Authorize the Mayor to sign the contract for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140). The contract was recommended to be placed on the consent calendar for approval at the March 18, 2025, General Government Committee meeting.

2) Background:

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor. In 2019, the City Council approved expanding the 12-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plans.

The program includes both an 8-year exemption for providing multifamily housing in the designated areas and a 12-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

The City has received an application for the 12-year exemption program for 240 units of new multifamily housing, 48 units of which would comply with low to moderate income levels (80% to 115% of median income) as part of a mixed use development in the Littlerock Road Subarea (TUM-25-0140). The General Government Committee was briefed on the contract at their March 18, 2025, meeting.

3) Policy Support:

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

4) Alternatives:

None.

5) Fiscal Notes:

The contract is for a 12-year Multifamily Housing Tax Exemption.

6) Attachments:

- A. Staff Report
- B. Yorkshire Apartments (TUM-25-0140) MFTE Tax Agreement
- C. Yorkshire Apartments (TUM-25-0140) Exhibit A Application
- D. Yorkshire Apartments (TUM-25-0140) Exhibit B Site Plans
- E. Yorkshire Apartments (TUM-25-0140) Exhibit C Floor Plan
- F. Yorkshire Apartments (TUM-25-0140) Exhibit D Narrative

STAFF REPORT



Date: April 1, 2025
To: City Council
From: Brad Medrud, Deputy Community Development Director

Contract Approval for a Twelve-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140)

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor. The Multifamily Housing Tax Exemption program includes both an eight-year exemption for providing multifamily housing in the designated areas and a twelve-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

In 2019, the City Council approved expanding the Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea for just the twelve-year exemption to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plan.

The City received an application for the twelve-year exemption program for the Yorkshire Apartments which includes 240 units of new multifamily housing, 48 units of which would comply with low to moderate income levels (80% to 115% of median income) as part of a mixed use development in the Littlerock Road Subarea (TUM-25-0140). The General Government Committee was briefed on the contract at their March 18, 2025, meeting and recommended approval of the contract.

This memorandum discusses the background and status of the Multifamily Tax Exemption Program and the requirements for the contract for a Twelve-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140).

Contents

- 1. Summary of the Multifamily Property Tax Exemption Program 2
- 2. Purpose of the Multifamily Property Tax Exemption Program 3
- 3. Benefits of the Multifamily Property Tax Exemption Program 3
- 4. City’s 2017 and 2019 Ordinances 4
- 5. Use of the Multifamily Property Tax Exemption Program to Date..... 4

COMMUNITY DEVELOPMENT DEPARTMENT

6. Approval Process..... 6

7. The Yorkshire Apartments Application 7

 A. Target Area and Length of Exemption..... 7

 B. Project Eligibility 7

 C. Application Procedure 9

 D. Application Review 9

 E. Application for Final Certificate 10

 F. Issuing Final Certificate 11

Appendix A: Multifamily Property Tax Exemption Target Area 12

1. Summary of the Multifamily Property Tax Exemption Program

The state’s multifamily property tax exemption program (Chapter 84.14 RCW) provides opportunities for cities and counties to encourage the development of multifamily housing in designated areas. When originally codified by the state in 1995, the program focused on economic development and the creation of new multifamily housing. Over time, the program became an important tool to support the development of affordable housing and implementation of the goals of the Growth Management Act.

The program is intended to encourage the construction of new, rehabilitated, or converted multifamily housing within designated areas. It is limited to multifamily housing developments with four or more housing units.

The City’s multifamily property tax exemption program exempts taxes on improvements made for multifamily development to encourage the development of multifamily housing units within designated targeted areas of the City. The multifamily property tax exemption applies to the new housing improvement portion of the property taxes.

Under state law, property owners who make eligible housing improvements are exempt from any tax increases related to those improvements for a period of eight years. An exemption period of twelve years is possible if the property owner or developer commits to renting or selling at least 20 percent of the units to households with an income at or below 115 percent of the area median family income during the same period. Owners continue to pay the pre-improvement taxes on both the land and structure. Once the multifamily property tax exemption lapses, the property owner is free to rent or sell units at market rate.

An approved multifamily property tax exemption is a shift in revenue from property tax. When the City Council sets the City’s property tax levy, the City levies a total dollar amount that will be collected for City operations. When certain property owners get discounts, such as through the multifamily property tax exemption program, that cost is re-distributed to the other property

owners in the City. No matter how many multifamily property tax exemption discounts the City provides, the City still collects the same amount of property tax dollars.

2. Purpose of the Multifamily Property Tax Exemption Program

Comprehensive Plan Housing Element Action H-3.3.3 states:

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

The City's multifamily property tax exemption program serves multiple purposes. It is an economic development tool identified in the City's Brewery District Plan and Capitol Boulevard Corridor Plan to spur private investment for redevelopment of these areas. In addition, it is one of the many tools identified in Resolution No. R2018-016 and the Tumwater Housing Action Plan to support the development of more affordable housing in specific areas of the City served by transit.

The program does the following:

- Provides a catalyst to promote development within targeted areas.
- Encourages increased residential opportunities within targeted areas.
- Stimulates new construction or rehabilitation of existing vacant and underutilized buildings for multifamily housing.
- Assists in directing future population growth to designated residential targeted areas, thereby reducing development pressure on existing single-family residential neighborhoods.
- Provides the needed residential densities to support retail and other services within the target areas.
- Helps to achieve residential densities, which are more conducive to transit use in designated residential targeted areas.
- In the case of the twelve-year exemption, 20 percent of the new housing units are affordable to 80 to 115 percent of area median income for the twelve-year exemption.

3. Benefits of the Multifamily Property Tax Exemption Program

There are multiple benefits for the multifamily property tax exemption program. Generally, the reduction in property taxes is shared among consumers and developers in the form of lower prices or rents and in the form of increased project income, respectively. This will encourage the development of more housing units and make housing more affordable overall.

The program also provides the following benefits:

- Increases housing choice for consumers due to the increase in supply.

- Increases densities in areas suited for higher density.
- Aids sustainability and walkability efforts by locating housing near services and transit.
- Reduces risk, which increases the ability of a developer to secure debt financing.
- Stimulates development by reducing costs, which increases the development return on a marginal project, which increases project feasibility.
- Benefits for the consumer in a competitive market, where savings are passed down.
- Ensures that the tax exemption remains with the property so that it will benefit the right owner in the targeted area regardless of turnover.

4. City's 2017 and 2019 Ordinances

The original purpose of the City Council's adoption of a multifamily property tax exemption program in 2017 (Ordinance No. O2017-004 and Resolution No. R2017-002) was to use residential development to spur the economic redevelopment of the Brewery District and Capitol Boulevard corridor. The City's subarea plans adopted in 2015 were based on studies that indicated that the City needed to consider a variety of financial incentives to see the redevelopment that those plans envisioned. Adding more people living in those areas through the multifamily property tax exemption program was expected in turn to encourage the development of retail, services, and employment.

The expansion of the program to the Littlerock Road Subarea and the Town Center in 2019 (Ordinance No. O2019-023) was done for different reasons. In 2018, the City Council started to focus on how the City should address homelessness and the lack of affordable housing. One of the action items in R2018-016 was to strengthen incentives for affordable housing within the Capitol Corridor and Brewery District and explore extending these incentives to the entire InterCity Transit #13 bus corridor. See Appendix 1 *Multifamily Property Tax Exemption Target Area* for a map of the Littlerock Road Subarea target area.

Expanding the program to the Town Center and the Littlerock Road Subarea was one of the many code changes and programs that the City started at that time to encourage more housing to be built overall in the City to meet demand and to provide some level of affordable housing. Because of that, in the Town Center and the Littlerock Road Subareas the City's multifamily property tax exemption program was limited to the twelve-year option that required 20 percent of those housing units to be affordable to 80 to 115 percent of area median income. The Planning Commission recommended that 30 percent of the housing units be affordable, but the City Council decided that it wanted to make sure that the program created affordable housing units first and kept the affordable housing unit requirement at 20 percent.

5. Use of the Multifamily Property Tax Exemption Program to Date

In the ten years prior to 2019, multifamily development only accounted for a small portion of the new housing units built in the City. During the COVID-19 related building boom in 2020-21, the

City experienced an increase in new multifamily housing development. By 2022, there were more housing units in multifamily developments than single-family houses being permitted in the City.

Through March 2025, the City has had 447 total multifamily housing units approved at least through the conditional approval process, of which 66 are affordable multifamily housing units and the rest are market rate. The affordable multifamily housing units must comply with the low- to moderate-income levels (80 to 115 percent of area median income) requirements in TMC 3.30.

Table 1. Units by Conditional and Final Approvals Through March 2025

Approvals	All Units	Market Rate Units	Affordable Units
Conditional	282	245	37
Final	165	136	29
Total	447	281	66

Table 2. Units Approved By Target Area Through March 2025

Target Areas	All Units	Market Rate Units	Affordable Units
<i>Eight- and Twelve-Year Options</i>			
Brewery District	119	119	0
Capitol Corridor	6	0	0
<i>Twelve-Year Option Only with 20% Affordable</i>			
Littlerock Subarea	322	256	66
Town Center	0	0	0
Total	447	381	66

- **Rockwell Place** received final approvals in November 2022 after a Certificate of Occupancy was issued. It is a twelve-year multifamily property tax exemption program project in the Littlerock Road subarea target area. It has three buildings with 141 total housing units of which 29 of which are affordable, and the rest are market rate.
- The **Craft District Apartments** received final approvals in July 2024 after a Certificate of Occupancy was issued. It is an eight-year multifamily property tax exemption program project in the Brewery District target area with no affordable housing units. It has 24 market rate housing units.
- The **350 North Apartments** received conditional approval in December 2022, and they are under construction. Construction will need to be completed in three years by December 2025 to receive final approvals. It is an eight-year multifamily property tax

exemption program project in the Brewery District target area with no affordable housing units. It has 95 market rate housing units.

- The **Kingswood Apartments** received conditional approval in February 2023, and it is under construction. Construction will need to be completed in three years to receive final approval. It is a twelve-year multifamily property tax exemption program project in Littlerock Road subarea target area. It has 181 total housing units of which 37 are affordable housing units and the rest are market rate.
- The **Rookery Apartments** received conditional approval in July 2024, and they are under construction. Construction will need to be completed in three years to receive final approvals. It is an eight-year multifamily property tax exemption program project in the Capitol Corridor target area with no affordable housing units. It has six market rate housing units.

6. Approval Process

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for multifamily property tax exemption applications:

1. An applicant files a complete Conditional Certificate Application with the City.
2. City staff reviews the application.
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate.
4. To complete the Conditional Certificate approval process, the applicant must enter into a contract with the City that is approved by the City Council, under which the applicant agrees to complete the development as outlined in the contract.
5. An approved Conditional Certificate and contract are valid for three years from the date of approval.
6. The City can issue an extension of an approved Conditional Certificate for up to 24 months subject to City approval.
7. Upon completion of the improvements agreed upon in the contract and issuance of a certificate of occupancy, the applicant then files a Final Certificate Application.
8. The complete Final Certificate Application is reviewed and approved by the Community Development Director.
9. The Community Development Director files a Final Certificate of Tax Exemption with the Thurston County Assessor.

7. The Yorkshire Apartments Application

A. Target Area and Length of Exemption

The Yorkshire Apartments are in the Littlerock Road Subarea.

The project will follow the twelve-year MFTE requirements below.

3.30.040 Tax exemptions for multifamily housing in residential target areas authorized.

A. *Duration of Exemption. The value of improvements qualifying under Chapter 84.14 RCW and this chapter will be exempt from ad valorem property taxation, as follows:*

1. *For eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate. The eight-year duration of exemption applies only for projects in the Area 1 – Capitol Boulevard Corridor and Area 2 – Brewery District residential target areas; or*
2. *For twelve successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate, if the property otherwise qualifies for the exemption under Chapter 84.14 RCW and meets the conditions in this subsection. For the property to qualify for the twelve-year exemption under this subsection, the applicant must commit to renting or selling at least twenty percent of the multifamily housing units as affordable housing units to low- and moderate-income households, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the city. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households.*

B. *Limits on Exemption. The exemption does not apply to the value of land or to the value of improvements not qualifying under this chapter, nor does the exemption apply to increases in assessed valuation of land and nonqualifying improvements. In the case of rehabilitation of existing buildings, the exemption does not include the value of improvements constructed prior to submission of the completed application required under this chapter. This chapter does not apply to increases in assessed valuation made by the assessor on nonqualifying portions of building and value of land nor to increases made by lawful order of a county board of equalization, the Department of Revenue, or a county, to a class of property throughout the county or specific area of the county to achieve the uniformity of assessment or appraisal required by law.*

B. Project Eligibility

The project meets the following requirements:

1. **Location in the Capitol Boulevard Corridor Subarea** – Confirmed.
2. **Tenant Displacement Prohibited** – Confirmed.

3. **Size** – The project has 240 units of new multifamily housing, 48 units of which would comply with low to moderate income levels (80% to 115% of median income) as part of a mixed use development in the Littlerock Road Subarea.
4. **Proposed Completion Date** – The project will need to be completed within three years of application for the MFTE.
5. **Contract with City Approved by City Council** – The applicant must enter into a contract with city approved by City Council. See Attachment B and exhibits.

3.30.050 Project eligibility.

A proposed project must meet the following requirements for consideration for a property tax exemption:

A. Location. The project must be located within a residential target area as designated in TMC 3.30.030.

B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must have one or more violations of the International Property Maintenance Code of the city of Tumwater. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.

C. Size. The project must include at least four units of multifamily housing within a residential structure or as part of an urban development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing.

D. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.

E. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.

F. At least fifty percent of the space in a new, converted, or rehabilitated multiple unit must be for permanent residential housing. In the case of existing occupied multifamily development, the multifamily housing must also provide for a

minimum of four additional multifamily units. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional units.

G. The applicant must enter into a contract with city approved by city council under which the applicant agrees to the implementation of the development on terms and conditions satisfactory to the city council.

C. Application Procedure

Prior to April 1 of any year, the applicant must submit a complete application that includes the following:

1. **A completed city of application form** setting forth the grounds for the exemption. The applicant has provided a completed form. See Attachment C, Exhibit A, Attachment D, Exhibit B, Attachment E, Exhibit C, and Attachment F, Exhibit D.
2. **Preliminary floor and site plans of the proposed project.** The applicant has provided floor and site plans. See Attachment D, Exhibit B and Attachment E, Exhibit C.
3. **A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter.** The applicant has provided. See Attachment C, Exhibit A.
4. **Verification by oath or affirmation of the information submitted** – Applicant has provided this. See Attachment C, Exhibit A.

3.30.060 Application procedure.

A property owner who wishes to propose a project for a tax exemption shall complete the following procedures:

A. Prior to April 1 of any year, file with the director the required application along with the required fees as established by resolution of the city council.

B. A complete application shall include:

- 1. A completed city of Tumwater application form setting forth the grounds for the exemption;*
- 2. Preliminary floor and site plans of the proposed project;*
- 3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter; and*
- 4. Verification by oath or affirmation of the information submitted.*

[...]

D. Application Review

Within 90 days of submitting a complete application on February 20, 2024, the Community Development Director determined the project meets the approval criteria.

3.30.070 Application review and issuance of conditional certificate.

A decision to approve or deny an application shall be made within ninety calendar days of receipt of a complete application.

A. Approval. The director may approve the application if he/she finds that:

- 1. A minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multifamily units are being developed;*
- 2. If applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in RCW 84.14.020;*
- 3. The proposed project is or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;*
- 4. The owner has complied with all standards and guidelines adopted by the city under this chapter; and*
- 5. The site is located in a residential targeted area of an urban center that has been designated by the city council in accordance with procedures and guidelines of this chapter.*

B. Before application approval the applicant shall enter into a contract with the city, approved by the city council, regarding the terms and conditions of the project. After city council approval of the contract, and director approval of the application, the director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.

C. Denial. The director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten calendar days of the denial. An applicant may appeal a denial to the city council within thirty days after receipt of the denial. The appeal before the governing authority must be based upon the record made before the administrative official with the burden of proof on the applicant to show that there was no substantial evidence to support the administrative official's decision. The decision of the governing body in denying or approving the application is final.

E. Application for Final Certificate

Once the conditions of the contract are met and at the time of temporary or permanent certificate of occupancy, the applicant will need to file an application for the final certificate following the process below. The Community Development Director has thirty days to review the application.

3.30.090 Application for final certificate.

Upon completion of the improvements agreed upon in the contract between the applicant and the city and upon issuance of a temporary or permanent certificate of occupancy, the applicant must file with the director the following:

- A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;*
- B. A description of the completed work and a statement of qualification for the exemption;*
- C. If applicable, a statement that the project meets the affordable housing requirements as described in RCW 84.14.020; and*
- D. A statement that the work was completed within the required three-year period or any authorized extension.*

Within thirty calendar days of receipt of all materials required for a final certificate, the director shall determine whether the specific improvements, and the affordability of the units, satisfy the requirements of the contract, application, and this chapter.

F. Issuing Final Certificate

Once the Community Development Director has determined the project has met the conditions of the contract, the director will issue the final certificate.

3.30.100 Issuance of final certificate.

If the director determines that the project has been completed in accordance with this chapter and the contract between the applicant and the city has been completed within the authorized time period, the city shall, within ten calendar days of the expiration of the thirty-day review period provided in TMC 3.30.090, file a final certificate of tax exemption with the Thurston County assessor.

- A. Denial and Appeal. The director shall notify the applicant in writing that a final certificate will not be filed if the director determines that:

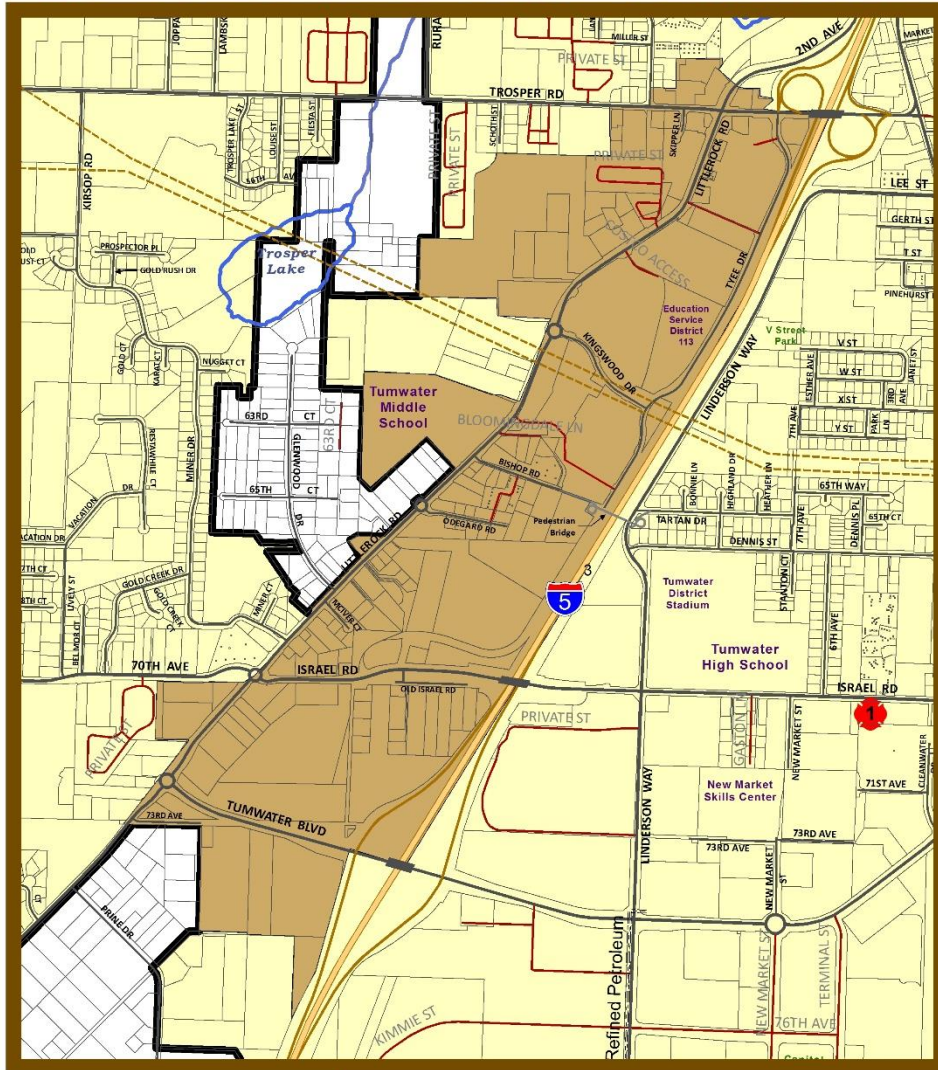
 - 1. The improvements were not completed within the authorized time period;*
 - 2. The improvements were not completed in accordance with the application or contract between the applicant and the city; or*
 - 3. The owner's property is otherwise not qualified under this chapter.**

Within fourteen calendar days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the city's hearing examiner, as provided in TMC Chapter 2.58.

Appendix A: Multifamily Property Tax Exemption Target Area

Figure 1. Littlerock Road Target Area (Figure 3.30.035D)

MULTI-FAMILY TAX EXEMPTION PROGRAM TARGETED RESIDENTIAL AREA: LITTLEROCK ROAD SUBAREA



This map last updated: 7/3/2019
 This map was created by the City of Tumwater Community Development Department using ArcGIS 10.6.1.
 MXD: Multi Family Tax Ex Prog 7-3-2019



CITY OF TUMWATER GIS AND MAPPING DISCLAIMER
 The City of Tumwater or agents thereof make no warranties, either expressed or implied in matters of a public or private access or in matters that can be confirmed by an official survey by a professional land surveyor or in the merchantability or fitness of the data included herein for a particular purpose. The user agrees to indemnify and hold the City of Tumwater harmless from any and all damage, liability, cost or loss including reasonable attorneys' fees and costs of defense that the City of Tumwater may suffer as a result of any claims, demands, costs, or judgements arising from any use of this product and any



Legend

- City of Tumwater
- Targeted Residential Areas

**MULTIFAMILY HOUSING
LIMITED PROPERTY TAX EXEMPTION AGREEMENT
8-YEAR ()
12-YEAR (X)**

THIS AGREEMENT is entered into this _____ day of _____, 20____ by and between GRANDVIEW YORKSHIRE, LLC, hereafter referred to as “Applicant” and the City of Tumwater, Washington, a municipal corporation hereinafter referred to as the “City”.

WITNESSETH:

WHEREAS, the City has an interest in encouraging new construction or rehabilitation of multifamily housing in Residential Target Areas in order to reduce development pressure on single-family residential neighborhoods, to increase and improve affordable housing opportunities, and to encourage development densities supportive of economic development and transit use; and

WHEREAS, the City has, pursuant to the authority granted to it by Chapter 84.14 RCW, designated various Residential Target Areas for the provision of a limited property tax exemption for new multifamily residential housing; and

WHEREAS, the City has, through Tumwater Municipal Code (TMC) 3.30, enacted a program whereby property owners may qualify for a final certificate of tax exemption which certifies to the Thurston County Assessor that the Applicant is eligible to receive a limited property tax exemption; and

WHEREAS, Applicant is interested in receiving a limited property tax exemption for constructing 240 units of new multifamily housing, 48 units of which would comply with low to moderate income levels (80% to 115% of median income) in the Littlerock Road Corridor Subarea; and

WHEREAS, the Applicant is requesting an eight (8) or a X twelve (12) year limited property tax exemption. (For the property to qualify for the twelve-year exemption, the Applicant commits to renting or selling at least twenty percent (20%) of the multifamily housing units constructed on the Site as housing units affordable for low or moderate-income households as defined by Section 3.30.015 TMC, and the property must satisfy that commitment and any additional affordability and income eligibility conditions adopted by the City. In the case of projects intended exclusively for owner occupancy, the minimum requirement of this subsection may be satisfied solely through housing affordable to moderate-income households as defined by Section 3.30.015 TMC.); and

WHEREAS, Applicant has submitted to the City preliminary site plans and floor plans for new multifamily residential housing to be constructed on property situated approximately at 7051 Tye Drive SW, Tumwater, WA and described more specifically as follows:

GRANDVIEW YORKSHIRE, LLC's Yorkshire Apartments (TUM-25-0140)

County Assessor's Parcel Number: 12704440103

Legal Description: PARCEL A OF CITY OF TUMWATER BOUNDARY LINE ADJUSTMENT NO. TUM241227TW LYING IN THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M. AS RECORDED UNDER AUDITOR FILE #5032593, RECORDS OF THURSTON CO WA

Street Address: 7051 Tye Drive SW, Tumwater, WA

Herein referred to as the "Site", and

WHEREAS, the following exhibits, plans and forms are attached to this Agreement and incorporated herein by this reference:

- A. GRANDVIEW YORKSHIRE, LLC's Yorkshire Apartments (TUM-25-0140) Application
- B. Site Plans
- C. Building 1 Plans
- D. Narrative

; and

WHEREAS, the City has determined that the improvements will, if completed and operated as proposed, satisfy the requirements for a final certificate of tax exemption; and

WHEREAS, the Tumwater Municipal Code requires an applicant for a limited property tax exemption to enter into an agreement, in which the applicant agrees to implement the proposed project on terms satisfactory to the Tumwater City Council so as to maintain the improvements' eligibility for the limited property tax exemption;

NOW, THEREFORE, in exchange for the City's consideration of Applicant's request for a final certificate of tax exemption, Applicant and the City mutually agree as follows:

1. Each of the recitals set forth above are by this reference fully incorporated into this Agreement.
2. The City agrees to issue Applicant a conditional certificate of acceptance of tax exemption.
3. Applicant shall construct on the Site multifamily residential housing substantially as described in the most recent site plans, floor plans, and elevations on file with the City as of the date of City approval of this Agreement. In no event shall such construction provide fewer than four new multifamily permanent residential units nor shall it provide fewer than half of its total residential units as permanent housing.
4. The Applicant further agrees that execution of this Agreement by the Mayor, or issuance of a conditional certificate by the City pursuant to TMC 3.30.070, in no way constitutes approval of proposed improvements on the Site or obligates the City to approve proposed improvements.
5. Applicant shall complete construction of the agreed upon improvements within three (3) years from the date the City issues the conditional certificate of acceptance of tax exemption or within any extension thereof granted by the City.
6. Applicant shall, upon completion of the improvements and upon issuance by the City of a temporary or permanent certificate of occupancy, file with the City the following:
 - A. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property;
 - B. A description of the completed work and a statement of qualifications for the exemption;
 - C. A statement that the work was completed within the required three-year period or any authorized extension; and
 - D. If applicable, a statement that the project meets the affordable housing requirements as described in TMC Chapter 3.30.

7. Upon Applicant's successful completion of the improvements in accordance with the terms of this Agreement, Applicant's filing of the materials described in Paragraph 6 above and payment of all fees, and upon the City's approval of a final certificate of tax exemption, the City shall file the final certificate with the Thurston County Assessor and provide a copy to the Applicant. The Applicant shall cause this Agreement to be recorded in the real property records of Thurston County, Washington. The Applicant shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.
8. Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the final certificate of tax exemption and each year thereafter for a period of eight (8) years or X twelve (12) years, file a notarized declaration with the City indicating the following:
 - A. A statement of occupancy and vacancy of the multifamily units during the previous year;
 - B. A certification that the Site continues to be in compliance with this Agreement and TMC Chapter 3.30 and, if applicable, that the Site has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;
 - C. A description of any subsequent improvements or changes to the Site;
 - D. The total monthly rent by unit;
 - E. The income of each renter household at the time of initial occupancy; and
 - F. Any additional information requested by the city in regards to the units receiving a tax exemption.
9. City staff may also conduct on-site verification of the declaration referenced in Section 8 above.
10. Failure to submit the annual declaration in Section 8 above shall result in a review of the exemption per TMC 3.30.120.
11. If, during the term of any final certificate of tax exemption, Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, Applicant shall notify the Thurston

County Assessor and the City within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the final Certificate of tax exemption effective on the date of Applicant's conversion of any of the multifamily residential housing units to another use. The Applicant hereby covenants and agrees not to sell, transfer, or otherwise dispose of the project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Applicant's duties and obligations under this Agreement and will enter into an agreement with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

12. Applicant shall notify the City promptly of any transfer of Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
13. In addition to any other powers reserved to the City by law, the City may, in its sole discretion, cancel the final certificate of tax exemption should Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or for any other reason no longer qualifies for an exemption.
14. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the City will notify the Applicant by mail, return receipt requested, of the determination to cancel the exemption. Pursuant to TMC 3.30.120, the Applicant may appeal the determination to the City hearing examiner within thirty (30) days by filing a notice of appeal with the city clerk, which notice must specify the factual and legal basis on which the determination of cancellation is alleged to be erroneous. The hearing examiner will affirm, modify, or repeal the decision of cancellation of exemption based on the evidence received. An aggrieved party may appeal the decision of the hearing examiner to the Thurston County superior court.
15. If the exemption is canceled for non-compliance, the Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of twenty percent (20%) of the difference calculated under subsection (1) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.30 TMC. The Applicant acknowledges that, pursuant to RCW

84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the property on which the improvements are constructed and attach at the time the portion of the Site is removed from multifamily use or the amenities no longer meet applicable requirements, and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Site may become charged or liable. The Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes. An additional tax unpaid on its due date is delinquent. From the date of delinquency until paid, interest must be charged at the same rate applied by law to delinquent ad valorem property taxes.

16. No modifications of the Agreement shall be made unless mutually agreed upon by the parties in writing.
17. The provisions, covenants, and conditions contained in this Agreement are binding upon the parties hereto and their legal heirs, representatives, successors, assigns, and subsidiaries.
18. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Venue for any action arising out of this Agreement shall be in Thurston County superior court.
19. In the event that any term or clause of this Agreement conflicts with applicable law, such conflict shall not affect other terms of this Agreement that can be given effect without the conflicting terms or clause, and to this end, the terms of the Agreement are declared to be severable. However, if applicable and if the severable term prevents the City from receiving the benefits of having affordable housing as set forth in Chapter 84.14 RCW and Chapter 3.30 TMC, then this Agreement shall be deemed terminated, or may be terminated, as soon as possible in compliance with any applicable law.
20. The Applicant shall exercise reasonable diligence to comply with the requirements of this Agreement and shall correct any such noncompliance within sixty (60) calendar days after such noncompliance is first discovered by the Applicant or would have been discovered by the exercise of reasonable diligence, or within 60 calendar days after the Applicant receives notice of such noncompliance from the City, whichever is earliest; provided however, that such period for correction may be extended in writing by the City if the Applicant is exercising due diligence to correct the noncompliance. If such noncompliance remains uncured after such period, then the Applicant shall be in default and the City may deny or cancel the tax exemption pursuant to

TMC 3.30 or take such other action at law or equity as may appear necessary or desirable to enforce the obligations, covenants, conditions and agreements of the Applicant under this Agreement.

21. A. The Applicant shall maintain complete and accurate records pertaining to the affordable housing units and shall, during regular business hours, permit any duly authorized representative of the City, to inspect the books and records of the Applicant pertaining to the affordable housing units, including the annual declaration, and if applicable, income documentation of households residing in affordable housing at the Site. The Applicant's failure to maintain such records or failure to allow inspection by the City or any duly authorized representative shall constitute a material default hereunder. The Applicant shall retain all records pertaining to the affordable housing units for at least six (6) years.
- B. The City and the Applicant hereby recognize and agree that the representations and covenants set forth herein may be relied upon by City and the Applicant. In performing its duties and obligations hereunder, the City may rely upon statements and declarations of the Applicant, and upon audits of the books and records of the Applicant pertaining to occupancy of the affordable housing units.
22. Notwithstanding anything in this Agreement to the contrary, the Applicant shall submit all documentation required by this Agreement on the forms designated by the City, which may be modified by the City from time to time.
23. The Applicant shall not discriminate on the basis of race, creed, religion, color, sex, sexual orientation, age, national origin, marital status, or presence of any mental or physical handicap as set forth in RCW 49.60.030, as now existing and as may be amended, or on the basis of source of income as set forth in RCW 59.18.255, as now existing and as may be amended, in the lease, use, or occupancy of the affordable housing units or in connection with the employment or application for employment of persons for the operation and management of the Site.
24. A. The City and Applicant hereby declare their understanding and intent that the covenants, conditions and restrictions set forth herein directly benefit the land (i) by enhancing and increasing the enjoyment and use of the Site by certain eligible households, and (ii) by furthering the public purposes of providing housing for low-income and moderate-income households as defined in TMC 3.30.015.

B. The City and the Applicant hereby declare that the covenants and conditions contained herein shall bind and the benefits shall inure to, respectively, the Applicant and all subsequent owners of the Site or any interest therein, and the City. Each and every contract, deed or other instrument hereafter executed conveying the Site or any portion thereof or interest therein shall contain an express provision making such conveyance subject to the covenants and conditions of this Agreement, provided however, that any such contract, deed or other instrument shall conclusively be held to have been executed, delivered and accepted subject to such covenants and conditions, regardless of whether or not such covenants and conditions are set forth or incorporated by reference in such contract, deed or other instrument.

25. The Applicant shall defend, indemnify, and hold the City, its officers, officials, employees, volunteers and its designee and any other party authorized hereunder to enforce the terms of this Agreement, harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from this Agreement. This provision shall survive termination or expiration of this Agreement.
26. The provisions of this Agreement and of the documents to be executed and delivered in connection herewith are and will be for the benefit of the Applicant and the City only and, are not for the benefit of any third party (including, without limitation, any tenants or tenant organizations), and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered in connection herewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

City:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Applicant:
GRANDVIEW YORKSHIRE, LLC
P.O. Box 159
Arlington, WA 98223

Debbie Sullivan, Mayor

Signature
Name Printed: Glenn Wells
Title: Principal

Approved as to form:

Karen Kirkpatrick, City Attorney

State of Washington
County of _____

This record was acknowledged before me on _____ by
_____ as _____ of
_____.

(Signature)
Notary Public in and for the State of Washington.
My appointment expires _____.
Date: _____

State of Washington
County of Thurston

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

Dated: _____

(Signature)

Notary Public in and for the State of Washington.

My appointment expires _____.

NUMBER OF UNITS FOR WHICH A TAX EXEMPTION IS REQUESTED: 48 units
(Must be 4 or more)

EXPECTED START DATE: Construction commenced 12-24

EXPECTED COMPLETION DATE: Summer of 2027.

TYPE OF PROJECT: NEW CONSTRUCTION CONVERSION OF EXISTING STRUCTURE
 REHABILITATION OF MULTIFAMILY STRUCTURE

IF THE PROJECT IS TO REHABILITATE EXISTING UNITS, HOW LONG HAVE THE UNITS BEEN VACANT: _____

COMPLETE THE FOLLOWING TABLE:

PROPOSED DWELLING UNITS	STUDIO	1-BR	2-BR	3-BR+	TOTAL UNITS
NUMBER OF INCOME-RESTRICTED UNITS	<u>14</u>	<u>12</u>	<u>17</u>	<u>5</u>	<u>48</u>
NUMBER OF MARKET-RATE UNITS	<u>55</u>	<u>50</u>	<u>67</u>	<u>20</u>	<u>192</u>
AVERAGE MONTHLY RENT (INCOME-RESTRICTED)	<u>1,500</u>	<u>1,650</u>	<u>1,950</u>	<u>2,150</u>	<u>7,250</u>
AVERAGE MONTHLY RENT (MARKET-RATE)	<u>1,800</u>	<u>2000</u>	<u>2,450</u>	<u>2,800</u>	<u>9,050</u>
AVERAGE UNIT SIZE (SF)	<u>498</u>	<u>623</u>	<u>865</u>	<u>1,178</u>	<u>3,164</u>
DEVELOPMENT COST PER UNIT	<u>97,110</u>	<u>121,48</u>	<u>168,67</u>	<u>229,71</u>	<u>616,97</u>
NUMBER OF UNITS VACANT FOR 12 MONTHS OR MORE*	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUMBER OF UNITS THAT ARE CURRENTLY OCCUPIED*	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

* COMPLETE IF APPLICANT WILL REHABILITATE EXISTING UNITS

TOTAL SITE AREA: 221,317 SF PROPOSED DENSITY: 47 units/acre

PERCENTAGE OF SPACE FOR PERMANENT RESIDENTIAL HOUSING: 100 percent

NON-RESIDENTIAL FLOOR AREA: zero

DESCRIBE BUILDING USE AND SQUARE FEET INTENDED FOR EACH USE: _____
240 residential units with tenant amenity spaces.

PROJECTED COST OF CONSTRUCTION / REHABILITATION: \$ 18 million

PROPERTY ACQUISITION COST \$ 3.3 million

ESTIMATED TOTAL PROJECT COST: \$ 25 million

SOURCE OF COST ESTIMATE: Architect's estimate

EXPECTED DATE TO START PROJECT: 12-2024

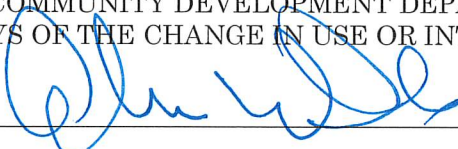
PROPOSED COMPLETION DATE: July 2027

FOR PROJECTS SEEKING A 12-YEAR EXEMPTION OR ANY PROGRAM WITH AFFORDABILITY REQUIREMENTS, COMPLETE THE FOLLOWING TABLE:

PROPOSED DWELLING UNITS	STUDIO	1-BR	2-BR	3-BR+	TOTAL UNITS
NUMBER OF INCOME-RESTRICTED UNITS	14	12	17	5	48
NUMBER OF UNITS AT OR BELOW 80% AMI (LOW-INCOME)	14	12	17	5	48
AVERAGE RENT FOR LOW-INCOME UNITS	1,500	1,650	1,950	2,150	7,250
NUMBER OF UNITS AT OR BELOW 115% AMI (MODERATE-INCOME)	55	50	67	20	192
AVERAGE RENT FOR MODERATE-INCOME UNITS	1,800	2,000	2,450	2,800	9,050

STATEMENT OF POTENTIAL TAX LIABILITY

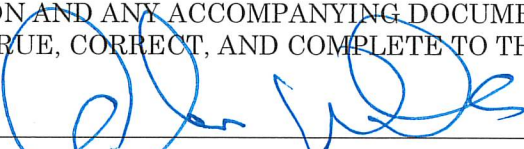
AS OWNER OF THE LAND DESCRIBED IN THIS APPLICATION, I HEREBY INDICATE BY MY SIGNATURE THAT I AM AWARE OF THE ADDITIONAL TAX LIABILITY IF AND WHEN THE PROPERTY CEASES TO BE ELIGIBLE FOR EXEMPTION. I AM AWARE THAT THE TAX EXEMPTION MUST BE CANCELLED IF THE PROPERTY IS CONVERTED FROM MULTIFAMILY TO ANOTHER USE. I AM AWARE THAT IF I DECIDE TO CONVERT THE MULTIFAMILY HOUSING TO ANOTHER USE OR INTEND TO DISCONTINUE COMPLIANCE WITH THE AFFORDABLE HOUSING REQUIREMENTS, I MUST NOTIFY THE CITY COMMUNITY DEVELOPMENT DEPARTMENT AND THE COUNTY ASSESSOR WITHIN 60 DAYS OF THE CHANGE IN USE OR INTENDED DISCONTINUANCE.

OWNER SIGNATURE: 

DATE: 2-10-25

AFFIRMATION

AS TAXPAYER(S) OF THE LAND DESCRIBED IN THIS APPLICATION, I HEREBY INDICATE BY MY SIGNATURE THAT I AM AWARE THAT THE EXEMPTION DOES NOT BEGIN UNTIL AFTER THE PROJECT IS COMPLETE AND I HAVE APPLIED FOR A FINAL CERTIFICATE OF EXEMPTION. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF WASHINGTON THAT THIS APPLICATION AND ANY ACCOMPANYING DOCUMENTS HAVE BEEN EXAMINED BY ME AND THAT THEY ARE TRUE, CORRECT, AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

OWNER SIGNATURE: 

DATE: 2-10-25

IF APPLYING FOR A 12-YEAR CREDIT, PLEASE ATTACH A STATEMENT ADDRESSING THE FOLLOWING QUESTIONS:

1. Total number of units being proposed
2. Estimated rent per unit
3. Number of units rented to low or moderate income households (or other households)
4. Estimated income of those households
5. Method for insuring program compliance over the period of the exemption

A COMPLETE APPLICATION SHALL INCLUDE:

1. A completed City of Tumwater application setting forth the grounds for the exemption;
2. Preliminary floor and site plans of proposed project;
3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. Verification by oath or affirmation of the information submitted;
5. If the project is to rehabilitate existing units and if the units are occupied, provide a statement of how will the applicant provide existing tenants with relocation assistance;
6. If mixed use project, provide detail on residential and non-residential parking area.

For rehabilitation projects, the applicant shall also submit an affidavit that existing dwelling units have been unoccupied for a period of twelve months prior to filing the application and shall secure from the City verification of property noncompliance with the City's applicable building or housing codes.

Before application approval, the applicant shall enter into a contract with the City, approved by the City Council, regarding the terms and conditions of the project. After City Council approval of the contract, and Director of Community Development approval of the application, the Director shall issue a conditional Certificate of Acceptance of Tax Exemption. The Conditional Certificate expires three years from the date of approval unless an extension is granted as provided in this chapter."

SUMMARY OF PROCESS STEPS

1. **Pre-application meeting:** A meeting with staff to discuss the process and criteria is recommended prior to application.
2. **Application:** Complete the attached application and submit the applicable materials listed on the form along with the required filing fee. The application must be submitted prior to applying for a building permit.
3. **Review process:**
 - a. The Community Development Department reviews the application and within 90 days determines whether it is consistent with the program criteria.
 - b. If the proposal is found to be consistent, the Community Development Department Director may certify the project as eligible for the tax exemption. The applicant shall then enter into a contract with the City regarding the terms and conditions of the project.
 - c. Upon approval of the contract by Community Development Department Director, the Director issues a Conditional Certificate of Tax Exemption. The Conditional Certificate expires three years from the date of approval unless an extension is granted.
 - d. If the Community Development Department Director denies the eligibility for tax exemption, the applicant may file an appeal within 30 days of receipt of notice. City Council decides the appeal.
4. **Application for final certificate:** Upon completion of the improvements agreed upon in the contract between the applicant and the City and upon issuance of a temporary or permanent certificate of occupancy, the applicant may request a Final Certificate of Tax Exemption. The applicant must file with the Community Development Department the following:
 - a. A statement of expenditures made with respect to each multifamily housing unit and the total expenditures made with respect to the entire property.
 - b. A description of the completed work with evidence of final City inspection of all work completed and a statement of qualification for the exemption.
 - c. A statement that the work was completed within the required three-year period or any authorized extension.
 - d. If applicable, a statement that the project meets the affordability requirements.
 - e. Other requirements, if applicable
 - f. Within 30 days of receipt of all materials required for the Final Certificate, the Community Development Department Director determines whether the project has been completed in accordance with the contract.
5. **Issuance of final certificate.**
 - a. If approved, the Community Development Department Director files a Final Certificate of Exemption with the county assessor.
 - b. If denied, within fourteen calendar days of receipt of the director's denial of a final certificate, the applicant may file an appeal with the City's hearing examiner, as provided in TMC Chapter 2.58.

- 6. **Annual compliance review.** Within thirty calendar days after the first anniversary of the date of filing the final certificate of tax exemption and each year thereafter for the tax exemption period, the property owner shall file a notarized declaration with the director indicating the following:
 - a. A statement of occupancy and vacancy of the multifamily units during the previous year;
 - b. A certification that the property continues to be in compliance with the contract with the City and this chapter and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;
 - c. A description of any subsequent improvements or changes to the property; and
 - d. Any additional information requested by the City in regards to the units receiving a tax exemption.
 - e. City staff may also conduct on-site verification of the declaration.
 - f. Failure to submit the annual declaration shall result in a review of the exemption per TMC 3.30.120.

PROJECT ELIGIBILITY CHECKLIST

The proposed project:

- Is in a designated residential targeted area.
- Does not displace any existing residential tenants from the property proposed for development without providing residents with comparable housing and opportunities to relocate.
- Is a multi-family or mixed-use project, which is at minimum 50% housing and provides at minimum four (4) new dwelling units.
- Will be completed within three years from the effective date of the City Council approved Conditional Contract of Tax Exemption, with the possibility of an extension under the ordinance.

(FOR CITY USE)

Building is in a Multi-Family Tax Exemption Target Areas

Building is not in compliance with the City’s Minimum Housing Code

Required Preliminary Plans are attached: Plans Site Plan Floor Plan

\$100 application fee received

I certify under penalty of perjury that the information furnished by me is true and correct to the best of my knowledge, and further, that I am the owner of this property or am authorized by the owner to perform the work for which this permit application is made. I further agree to hold harmless, the City of Tumwater as to any claim (including costs, expenses, and attorney fees incurred in investigation and defense of such claim), which may be made by any person, including the undersigned, and filed against the City of Tumwater, to the extent such claim arises out of the reliance of the City, including its officers and employees, upon the accuracy of the information supplied to the City as part of this application.

Signature of Owner

2-4-25

Date

KEVIN WELLS

Print Name

Signature of Applicant/Agent

Date

Print Name

YORKSHIRE BUILDING ONE

TAX EXEMPTION ON MULTI-FAMILY UNITS

February 5, 2025

Yorkshire Building One contains 240 total residential units. All the restricted rents will be at or below 80% of the HUD income limits per the 2024 Income Limits Documentation System for Thurston County and all the market rate units will be at 100% of median income or lower.

The estimated rent and number of each type of unit are as follows:

- Studio: 69 total units. 14 will have restricted rents. The restricted rent is estimated at \$1,500/month. 1 person with 80% of median income = $\$63,100 \times .3 = \$18,930/12 = \$1,578/\text{month} > \$1,500$ for the restricted proposed.

The Studio rent of \$1,800 for the median income. 1 person at \$81,684/year at 100% of median income $\times .3 = 24,505/12 = \$2,042/\text{month} > \$1,800$ proposed.

- 1-bedroom: 62 total units. 12 will have restricted rents. The restricted rent is estimated at \$1,650/month. 2 persons with 80% of median income = $\$72,150 \times .3 = \$21,645/12 = \$1,804/\text{month} > \$1,650$ proposed.

The 1-bedroom rent of \$2,000 for median income = 2 persons at 93,399/year at 100% median income $\times .3 = \$28,020/12 = \$2,335/\text{month} > \$2,000$ proposed.

- 2-bedroom: 84 total units. 17 units will have restricted rents. The restricted rent is estimated at \$1,950/month. 3 persons with 80% of median income = $\$81,150 \times .3 = \$24,345/12 = \$2,029 > \$1,950$ proposed.

The 2-bedroom rent of \$2,450 for median income = 3 persons at \$105,049 100% median income $\times .3 = \$31,515/12 = \$2,626 > \$2,450$ proposed.

- 3-bedroom: 25 total units. 5 units will have restricted rents. The restricted rent is estimated at \$2,150/month. 4 persons at \$116,700 100% median income $\times .3 = \$35,010/12 = \$2,918 > \$2,800$ proposed.

The property manager will ensure compliance over the period of the exemption by comparing each HUD income limit chart each year when it comes out and verifying concurrence.

BIKE PARKING:

LOT 1, BUILDING 1:	240 UNITS / 4 + 60 x 25 = 30 STALLS
SHORT TERM:	240 UNITS / 4 + 60 x 20 = 30 STALLS
LONG TERM:	240 UNITS / 4 + 60 x 20 = 30 STALLS
LOT 2, BUILDING 2:	176 UNITS / 4 + 44 x 25 = 22 STALLS
SHORT TERM:	176 UNITS / 4 + 44 x 22 = 22 STALLS
LONG TERM:	176 UNITS / 4 + 44 x 22 = 22 STALLS
LOT 3, BUILDING 3:	154 UNITS / 4 + 39 x 25 = 20 STALLS
SHORT TERM:	154 UNITS / 4 + 39 x 20 = 20 STALLS
LONG TERM:	154 UNITS / 4 + 39 x 20 = 20 STALLS
LOT 4, BUILDING 4:	142 UNITS / 4 + 36 x 25 = 18 STALLS
SHORT TERM:	142 UNITS / 4 + 36 x 20 = 18 STALLS
LONG TERM:	142 UNITS / 4 + 36 x 20 = 18 STALLS
LOT 5, BUILDING 5:	160 UNITS / 4 + 40 x 25 = 20 STALLS
SHORT TERM:	160 UNITS / 4 + 40 x 20 = 20 STALLS
LONG TERM:	160 UNITS / 4 + 40 x 20 = 20 STALLS
LOT 6, BUILDING 6:	160 UNITS / 4 + 40 x 25 = 20 STALLS
SHORT TERM:	160 UNITS / 4 + 40 x 20 = 20 STALLS
LONG TERM:	160 UNITS / 4 + 40 x 20 = 20 STALLS
LOT 7, BUILDING 7 SELF STORAGE:	2 STALL
SHORT TERM:	1 STALL
LONG TERM:	1 STALL
LOT 8, BUILDING 8:	142 UNITS / 4 + 36 x 25 = 18 STALLS
SHORT TERM:	142 UNITS / 4 + 36 x 20 = 18 STALLS
LONG TERM:	142 UNITS / 4 + 36 x 20 = 18 STALLS
LOT 9, BUILDING 9:	176 UNITS / 4 + 44 x 25 = 22 STALLS
SHORT TERM:	176 UNITS / 4 + 44 x 22 = 22 STALLS
LONG TERM:	176 UNITS / 4 + 44 x 22 = 22 STALLS
LOT 10, CLUBHOUSE:	1 STALL
SHORT TERM:	1 STALL
LONG TERM:	1 STALL

REQUIRED OPEN SPACE

(LOCATION PROVIDED AT BUILDING PERMIT FOR EACH LOT)

LOT 1:	150 x 240 = 36,000 SF.
LOT 2:	150 x 116 = 26,400 SF.
LOT 3:	150 x 154 = 23,100 SF.
LOT 4:	150 x 42 = 6,300 SF.
LOT 5:	150 x 160 = 24,000 SF.
LOT 6:	150 x 160 = 24,000 SF.
LOT 7:	NA
LOT 8:	150 x 142 = 21,300 SF.
LOT 9:	150 x 176 = 26,400 SF.
LOT 10:	NA
TOTAL:	172,500 SF.

GENERAL DATA

PARCEL NUMBER:	1210440103, 1210443100, 1210444100
LEGAL:	SECTION 4, TOWNSHIP 11 N, RANGE 2 W WM.
OWNER:	FOURTH STREET HOUSING, LLC
APPLICANT:	FOURTH STREET HOUSING, LLC PO BOX 159 ARLINGTON, WA 98223
WATER:	CITY OF TUMWATER
SEWER:	CITY OF TUMWATER
POWER / GAS:	FUGET SOUND ENERGY
CABLE / PHONE:	COMCAST, CENTURYLINK, WAVE
REFUSE COLLECTION:	WASTE CONNECTIONS (LEMAY)
ZONE:	GC6
FIRE SPRINKLER:	YES - NFPA 13
FIRE ALARM:	YES
OCCUPANCY:	R-2
TYPE OF CONSTRUCTION:	VA
BUILDING HEIGHT:	65'
CODE:	2018 IBC
PARKING:	TOTAL 1354 STALLS 1220 STALLS REQUIRED 1083 STANDARD STALLS 33 STRUCTURED PARKING STALLS 6 GARAGE STALLS 232 COMPACT STALLS EV INFRASTRUCTURE (1354 x 20 = 271 STATIONS)

SITE AREAS

SITE AREA:	1,099,329 SF.
ROW DEDICATION:	105,121 SF.
REMAINING SITE AREA:	994,208 SF.
BUILDING FOOTPRINT:	263,245 SF.
TOTAL BUILDING AREA:	1,088,511 SF.
TOTAL LANDSCAPING:	263,598 SF. (27%)
LANDSCAPING REQUIRED:	143,220 SF. (15%)
PAVING AREA:	420,071 SF.
TOTAL IMPERVIOUS AREA:	131,204 SF. (13%)
MAXIMUM IMPERVIOUS:	845,582 SF. (85%)
FAR CALC:	1,088,511 / 994,208 = 1.09
DENSITY:	150 UNITS / 228 ACRES = 50.4 UNITS / ACRE

ROW AREA

ROW AREA:	105,121 SF.
ROW LANDSCAPING:	30,015 SF.
ROW PAVING:	50,386 SF.
ROW SIDEWALK:	2416 SF.
ROW TOTAL IMPERVIOUS:	75,102 SF.

OPEN SPACE CALCULATIONS

RESIDENTIAL UNITS:	150
OPEN SPACE REQUIRED:	172,500 SF. (150 UNITS x 150 SF.)
OPEN SPACE PROVIDED:	210,050 SF.
ACTIVE OPEN SPACE:	139,314 SF.
PASSIVE OPEN SPACE:	70,736 SF.

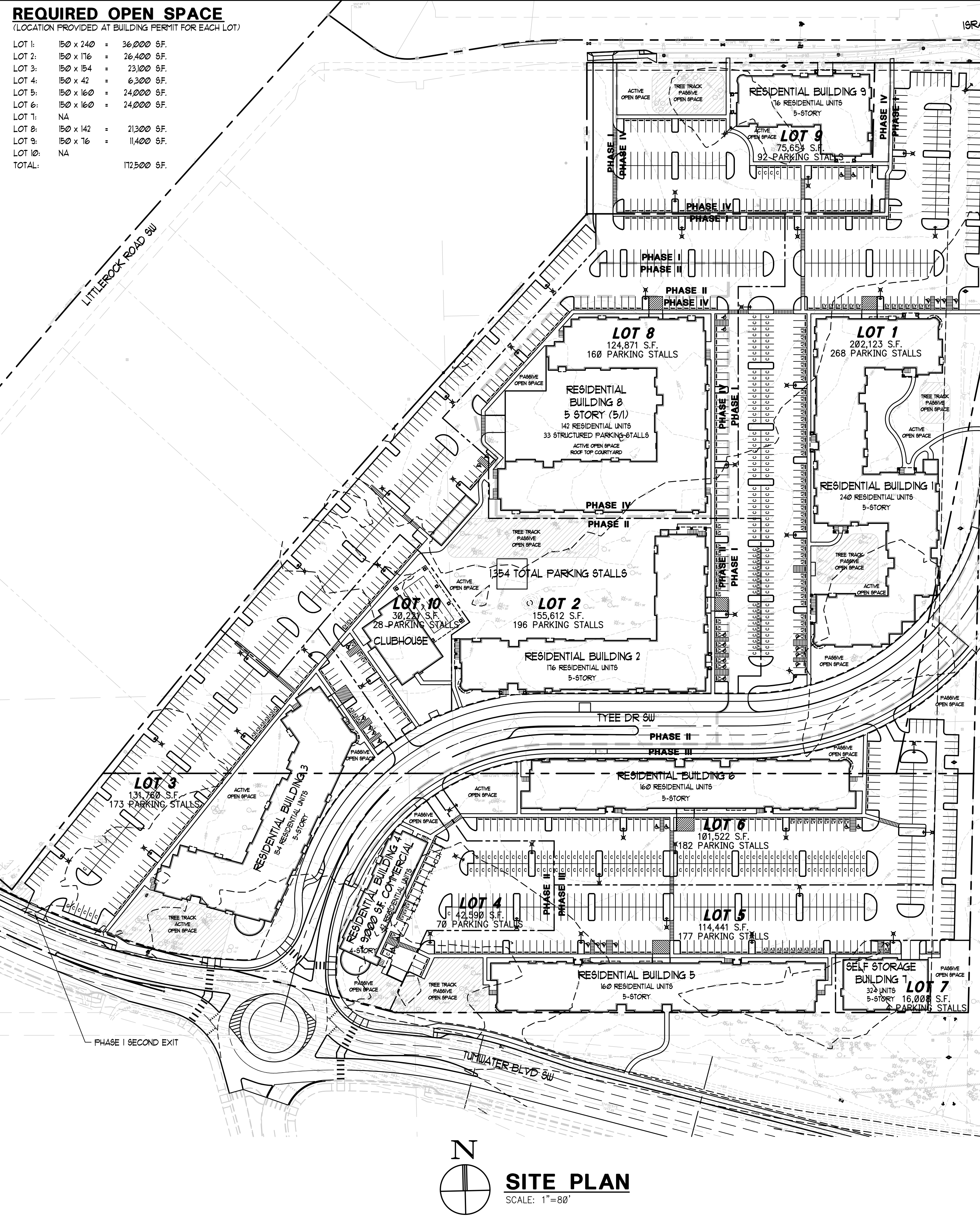
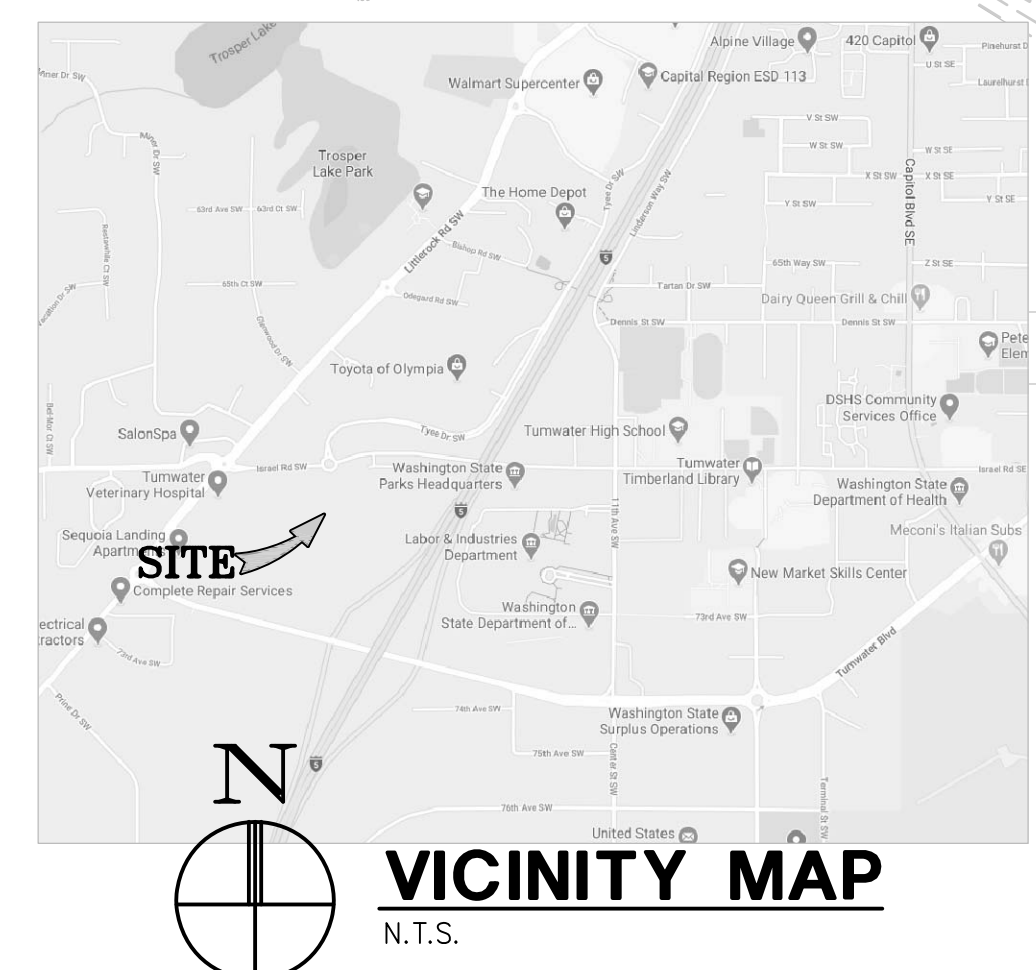
PARKING PROVIDED:

LOT 1:	268 STALLS	(54) EV STALLS
LOT 2:	196 STALLS	(39) EV STALLS
LOT 3:	173 STALLS	(35) EV STALLS
LOT 4:	12 STALLS	(14) EV STALLS
LOT 5:	171 STALLS	(35) EV STALLS
LOT 6:	184 STALLS	(37) EV STALLS
LOT 7:	4 STALLS	(1) EV STALLS
LOT 8:	160 STALLS	(32) EV STALLS IN GARAGE
LOT 9:	92 STALLS	(18) EV STALLS
LOT 10:	28 STALLS	(6) EV STALLS
TOTAL:	1354 STALLS	(271) EV STALLS

BUILDING AREA:

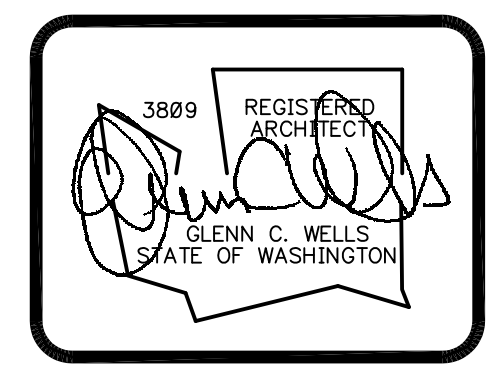
	BUILDING FOOTPRINT:	FLOOR AREA:
LOT 1:	45,848 SF.	271,901 SF.
LOT 2: BUILDING 2:	31,049 SF.	154,101 SF.
GARAGE:	1,440 SF.	1,440 SF.
LOT 3:	28,242 SF.	130,334 SF.
LOT 4:	12,162 SF.	48,561 SF.
LOT 5:	21,533 SF.	131,665 SF.
LOT 6:	21,491 SF.	131,485 SF.
LOT 7:	1,662 SF.	3920 SF.
LOT 8:	62,233 SF.	219,845 SF.
LOT 9:	14,486 SF.	72,430 SF.
LOT 10:	10,493 SF.	10,493 SF. INCLUDING POOL
TOTAL:	263,245 SF.	1,088,511 SF.

UNIT MIX	BLDG. 1	BLDG. 2	BLDG. 3	BLDG. 4	BLDG. 5	BLDG. 6	BLDG. 8	BLDG. 9	TOTAL
3 BED	25	15	14	3	10	10	9	5	91
2 BED w/ DEN	15	20	25	6	28	28	12	7	140
2 BED / 2 BATH	68	22	15	3	18	18	17	9	168
2 BED / 1 BATH	1	-	-	-	-	-	-	-	1
1 BED w/ DEN	39	35	19	12	14	14	19	10	163
1 BED	23	40	28	9	41	41	29	15	226
STUDIO w/ DEN	44	29	25	-	20	20	34	18	190
STUDIO	25	17	28	9	29	29	22	12	171
TOTAL UNITS	240	176	154	42	160	160	142	76	1150



SITE PLAN
SCALE: 1"=80'

GLENN WELLS ARCHITECT
324 WEST BAY DRIVE NW
SUITE 214
OLYMPIA, WA 98502
(360) 239-5971
glennwellsarchitect@gmail.com

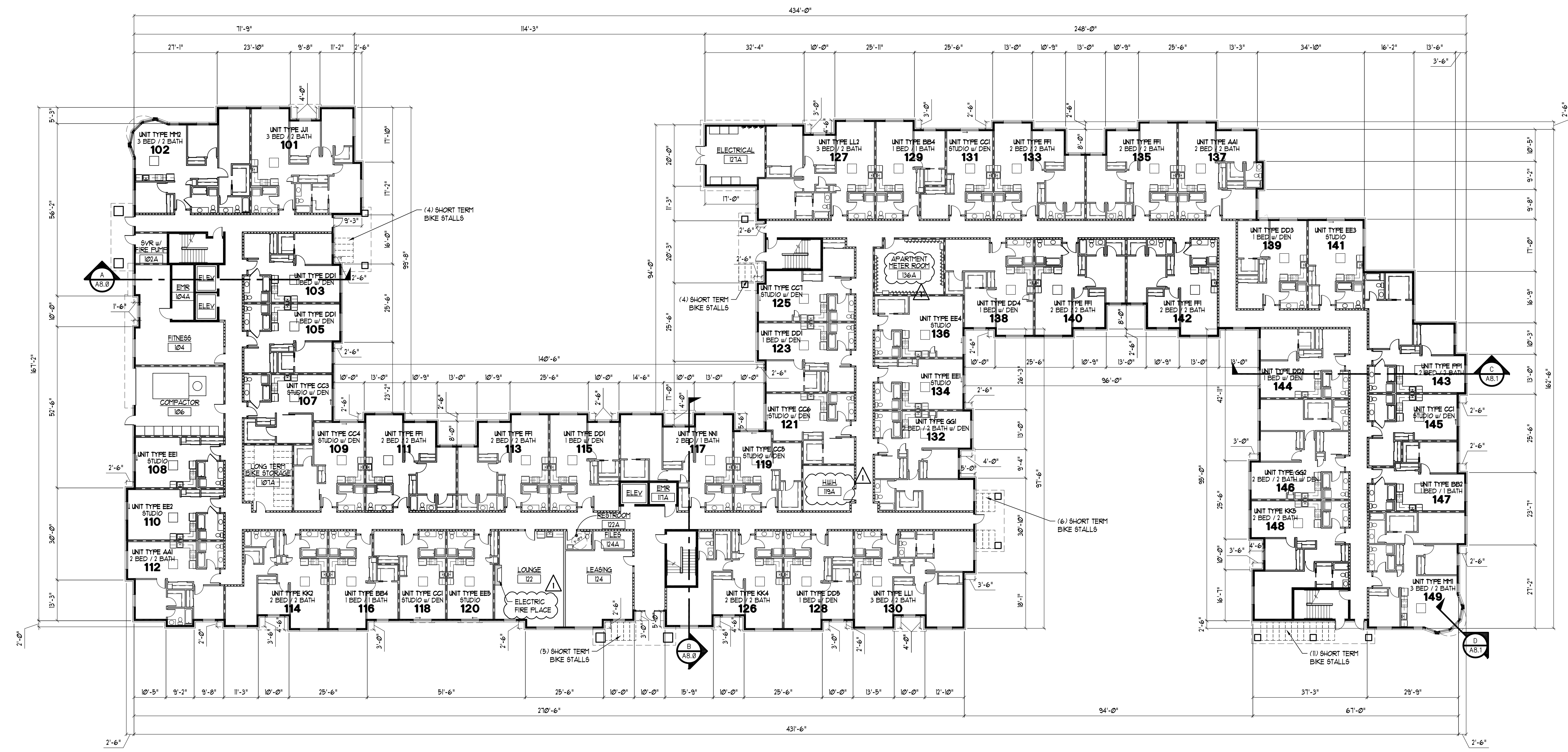


date: 05-25-22
drawn: R.C.T.
checked: G.C.W.

city issue:
08-17-22 FINAL SITE PLAN REVIEW
11-15-22 BINDING SITE PLAN REVIEW
12-05-22 ARCHITECTURAL SITE PLAN
11-28-22 BINDING SITE PLAN REVIEW
revisions: 11-21-23

title: **SITE PLAN YORKSHIRE**
TYE DRIVE
TUMWATER, WASHINGTON

sheet no. **SP1.0**



WALL LEGEND

- NON-RATED WALL
- 1-HR. PARTY WALL
- 1/2-HR. CORRIDOR WALL
- 2-HR. EXTERIOR WALL
- 1-HR. INTERIOR WALL
- 2-HR. WALL
- BRICK VENEER

NOTE:
SEE SHEETS A10.0 AND A11.1
FOR ENLARGED FLOOR PLANS

NOTE:
SEE SHEETS A11.0 THRU A11.1
FOR ENLARGED UNIT PLANS

FIRST FLOOR UNITS		TOTAL RESIDENTIAL UNITS	
3 BED / 2 BATH	5	3 BED / 2 BATH	25
2 BED / 2 BATH w/ DEN	2	2 BED / 2 BATH w/ DEN	15
2 BED / 2 BATH	12	2 BED / 2 BATH	68
2 BED / 1 BATH	1	2 BED / 1 BATH	1
1 BED / 1 BATH w/ DEN	8	1 BED / 1 BATH w/ DEN	39
1 BED / 1 BATH	3	1 BED / 1 BATH	23
STUDIO w/ DEN	8	STUDIO w/ DEN	44
STUDIO	6	STUDIO	25
TOTAL UNITS	45	TOTAL UNITS	240

ADA TYPE A UNITS

3 BED (UNIT 102)	1
2 BED (UNITS 111, 140, 142, 143)	4
1 BED (UNITS 103, 105, 147)	3
STUDIO (UNITS 107, 108, 110, 145)	4
TOTAL ADA TYPE A UNITS	12

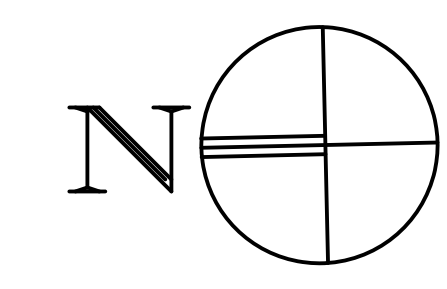
FIRST FLOOR AREAS

GROSS HEATED FLOOR AREA:	45,848 S.F.
LIVING AREA:	35,095 S.F.
CANOPIES/COVERED ENTRIES:	1,084 S.F.

45,848 S.F. GROSS TOTAL OCCUPANT LOAD 229 PERSONS

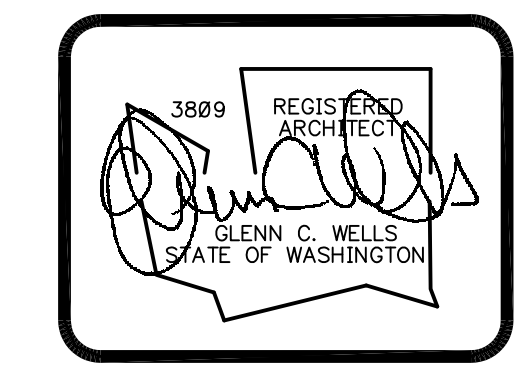
FIRST FLOOR PLAN

SCALE: 1/16"=1'-0"



GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
SUITE 214
OLYMPIA, WA 98502
(360) 239-5971
glennwellsarchitect@gmail.com



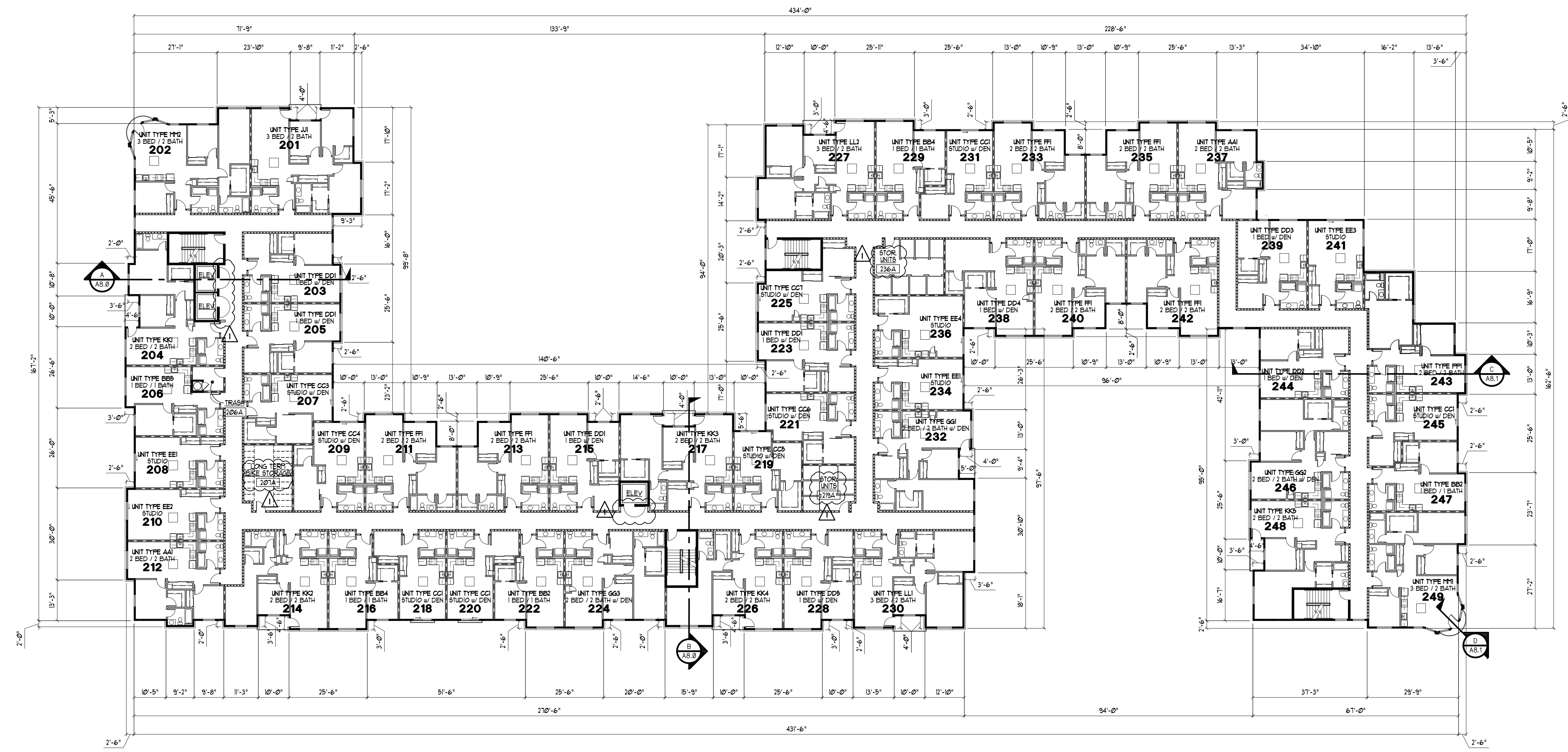
date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23

revisions: 07-19-24

title: **FIRST FLOOR PLAN YORKSHIRE BUILDING 1**
TUMWATER, WASHINGTON

sheet no. **B1 A1.0**



WALL LEGEND

- NON-RATED WALL
- 1-HR. PARTY WALL
- 1/2-HR. CORRIDOR WALL
- 2-HR. EXTERIOR WALL
- 1-HR. INTERIOR WALL
- 2-HR. WALL
- BRICK VENEER

NOTE:
SEE SHEETS A13.0 AND A13.1
FOR ENLARGED FLOOR PLANS

NOTE:
SEE SHEETS A11.0 THRU A11.1
FOR ENLARGED UNIT PLANS

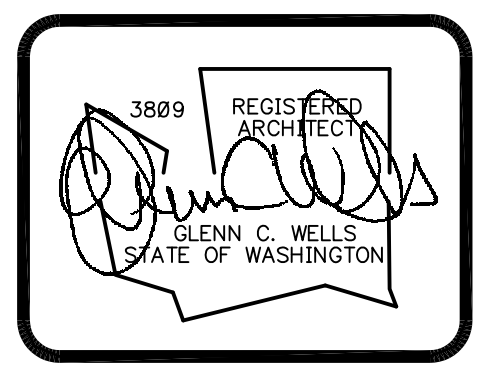
SECOND FLOOR UNITS	
3 BED / 2 BATH	5
2 BED / 2 BATH w/ DEN	3
2 BED / 2 BATH	14
1 BED / 1 BATH w/ DEN	8
1 BED / 1 BATH	5
STUDIO w/ DEN	9
STUDIO	5
TOTAL UNITS	49

SECOND FLOOR AREAS	
GROSS HEATED FLOOR AREA:	45,596 S.F.
LIVING AREA:	38,483 S.F.
COVERED DECKS:	472 S.F.

45,596 S.F. GROSS TOTAL OCCUPANT LOAD 227 PERSONS
SECOND FLOOR PLAN
 SCALE: 1/16"=1'-0"

GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com

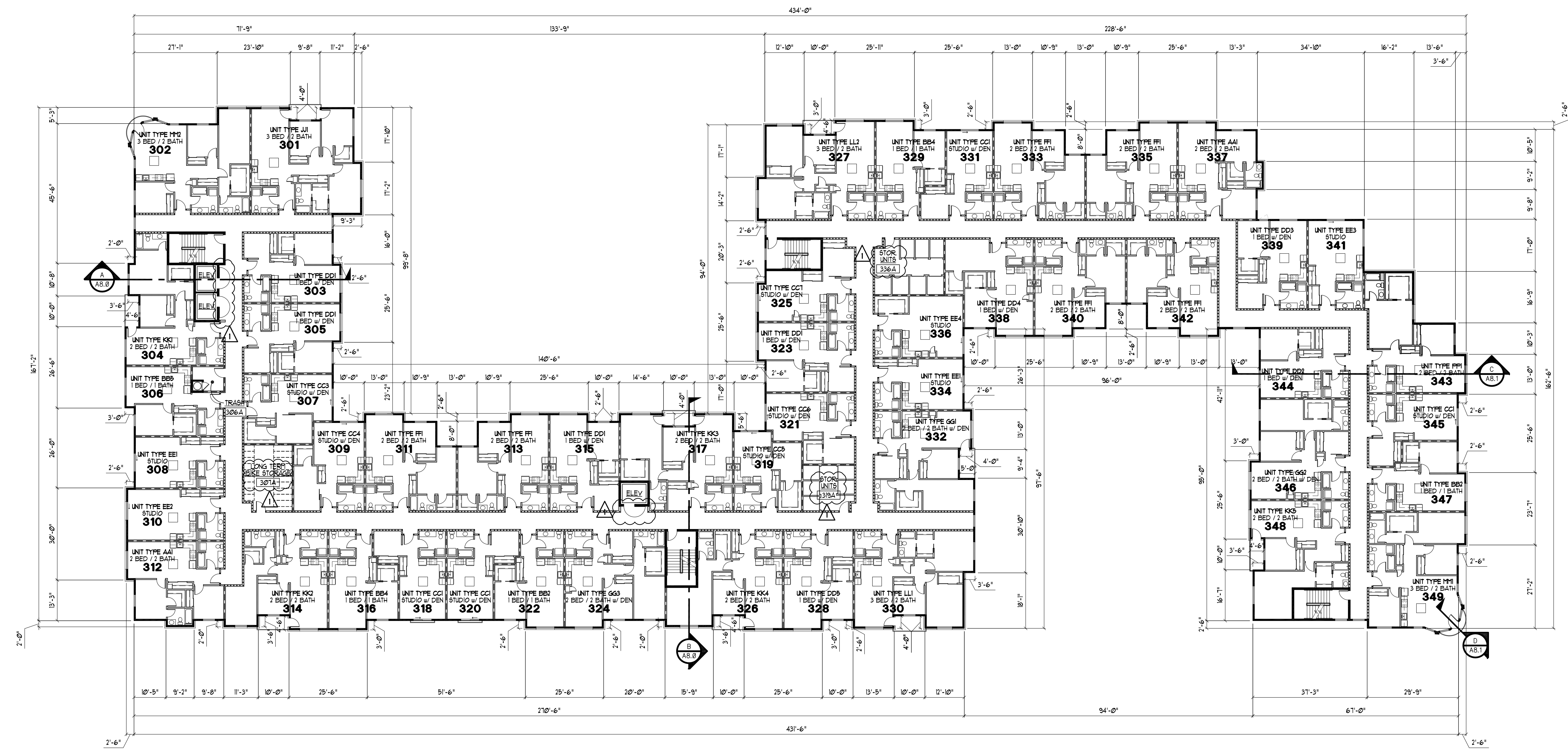


date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

city issue: 05-16-23

revisions:

title:	sheet no.
SECOND FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON	B1 A2.0



WALL LEGEND

- NON-RATED WALL
- 1-HR PARTY WALL
- 1/2-HR CORRIDOR WALL
- 2-HR EXTERIOR WALL
- 1-HR INTERIOR WALL
- 2-HR WALL
- BRICK VENEER

NOTE:
SEE SHEETS A14.0 AND A14.1
FOR ENLARGED FLOOR PLANS

NOTE:
SEE SHEETS A11.0 THRU A11.1
FOR ENLARGED UNIT PLANS

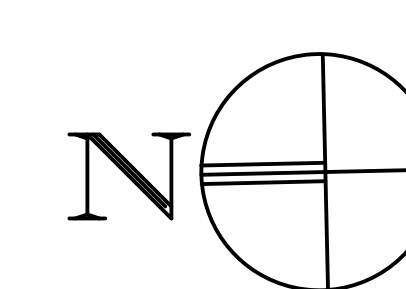
THIRD FLOOR UNITS

3 BED / 2 BATH	5
2 BED / 2 BATH w/ DEN	3
2 BED / 2 BATH	14
1 BED / 1 BATH w/ DEN	8
1 BED / 1 BATH	5
STUDIO w/ DEN	9
STUDIO	5
TOTAL UNITS	49

SECOND FLOOR AREAS

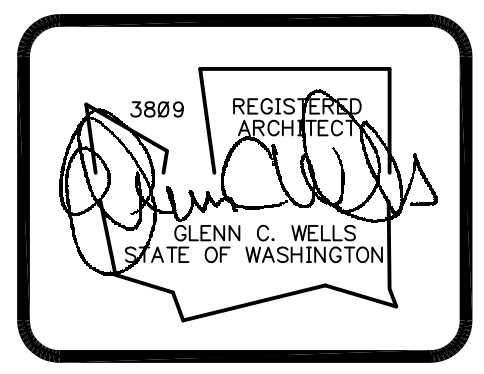
GROSS HEATED FLOOR AREA:	45,596 S.F.
LIVING AREA:	38,483 S.F.
COVERED DECKS:	472 S.F.

45,596 S.F. GROSS TOTAL OCCUPANT LOAD 227 PERSONS
THIRD FLOOR PLAN
 SCALE: 1/16"=1'-0"



GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com

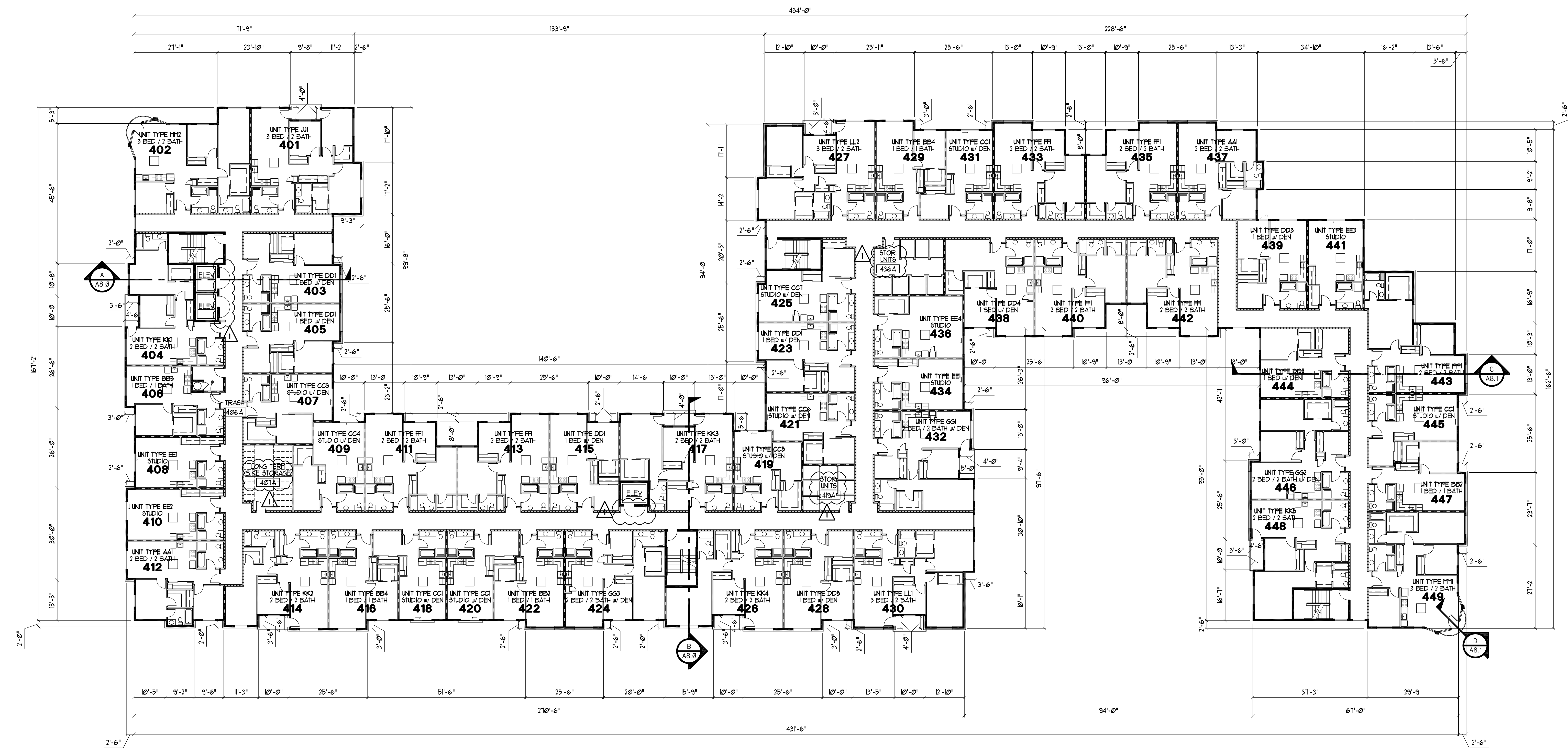


date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

city issue: 05-16-23

revisions:

title:	THIRD FLOOR PLAN YORKSHIRE BUILDING 1	sheet no.
	TUMWATER, WASHINGTON	B1 A3.0



WALL LEGEND

- NON-RATED WALL
- 1-HR. PARTY WALL
- 1/2-HR. CORRIDOR WALL
- 2-HR. EXTERIOR WALL
- 1-HR. INTERIOR WALL
- 2-HR. WALL
- BRICK VENEER

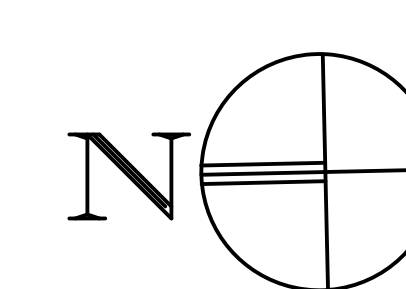
NOTE:
SEE SHEETS A10.0 AND A10.1
FOR ENLARGED FLOOR PLANS

NOTE:
SEE SHEETS A11.0 THRU A11.1
FOR ENLARGED UNIT PLANS

FOURTH FLOOR UNITS	
3 BED / 2 BATH	5
2 BED / 2 BATH w/ DEN	3
2 BED / 2 BATH	14
1 BED / 1 BATH w/ DEN	8
1 BED / 1 BATH	5
STUDIO w/ DEN	9
STUDIO	5
TOTAL UNITS	49

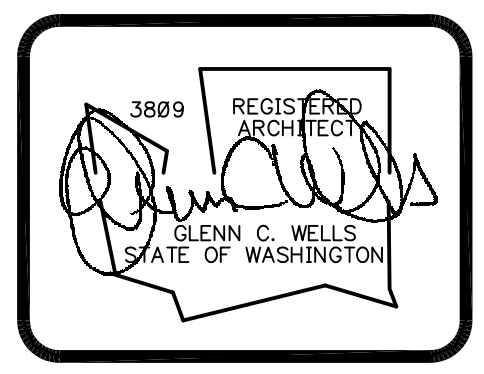
SECOND FLOOR AREAS	
GROSS HEATED FLOOR AREA:	45,596 S.F.
LIVING AREA:	38,483 S.F.
COVERED DECKS:	472 S.F.

45,596 S.F. GROSS TOTAL OCCUPANT LOAD 227 PERSONS
FOURTH FLOOR PLAN
 SCALE: 1/16"=1'-0"



GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com



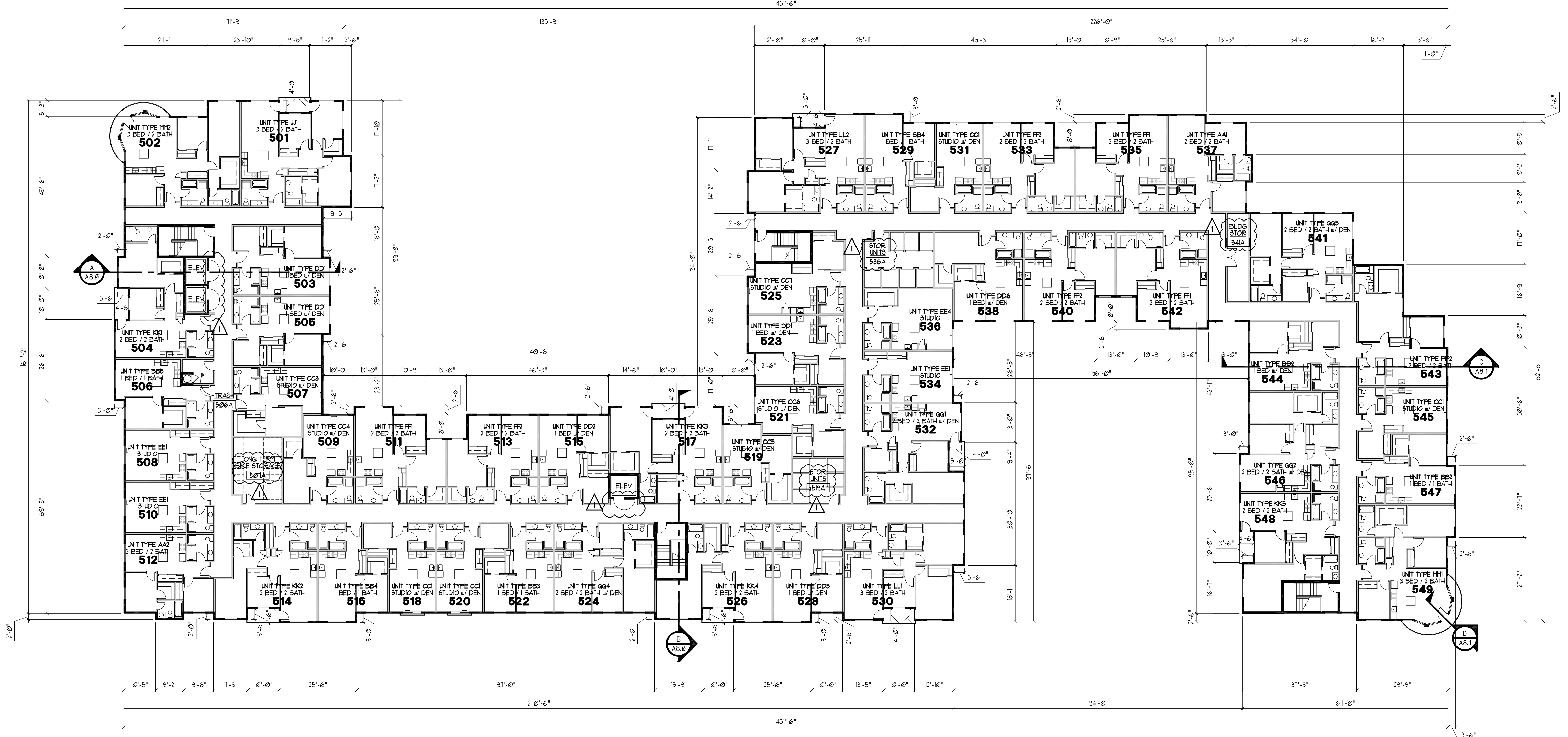
date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

city issue: 05-16-23

revisions:

title: **FOURTH FLOOR PLAN**
YORKSHIRE BUILDING 1
 TUMWATER, WASHINGTON

sheet no.
B1
A4.0



WALL LEGEND

- NON-RATED WALL
- 1-HR. PARTY WALL
- 1/2-HR. CORRIDOR WALL
- 2-HR. EXTERIOR WALL
- 1-HR. INTERIOR WALL
- 2-HR. WALL
- BRICK VENEER

NOTE:
SEE SHEETS A16.0 AND A16.1
FOR ENLARGED FLOOR PLANS

NOTE:
SEE SHEETS A11.0 THRU A11.1
FOR ENLARGED UNIT PLANS

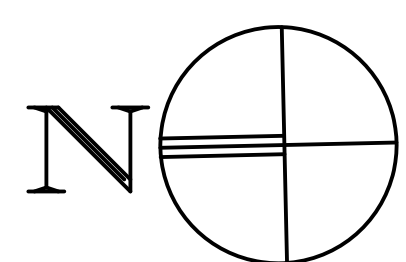
FIFTH FLOOR UNITS

3 BED / 2 BATH	5
2 BED / 2 BATH w/ DEN	4
2 BED / 2 BATH	14
1 BED / 1 BATH w/ DEN	7
1 BED / 1 BATH	5
STUDIO w/ DEN	9
STUDIO	4
TOTAL UNITS	45

SECOND FLOOR AREAS

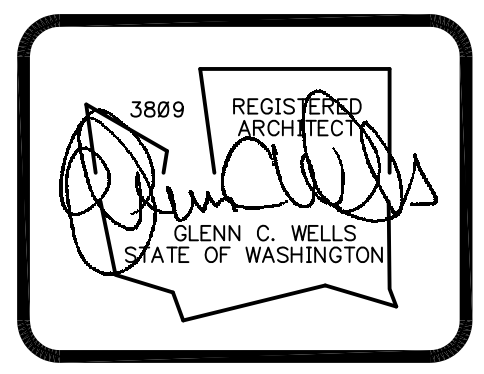
GROSS HEATED FLOOR AREA:	45,265 S.F.
LIVING AREA:	37,938 S.F.
COVERED DECKS:	619 S.F.

45,265 S.F. GROSS TOTAL OCCUPANT LOAD 226 PERSONS
FIFTH FLOOR PLAN
 SCALE: 1/16"=1'-0"



GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com



date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

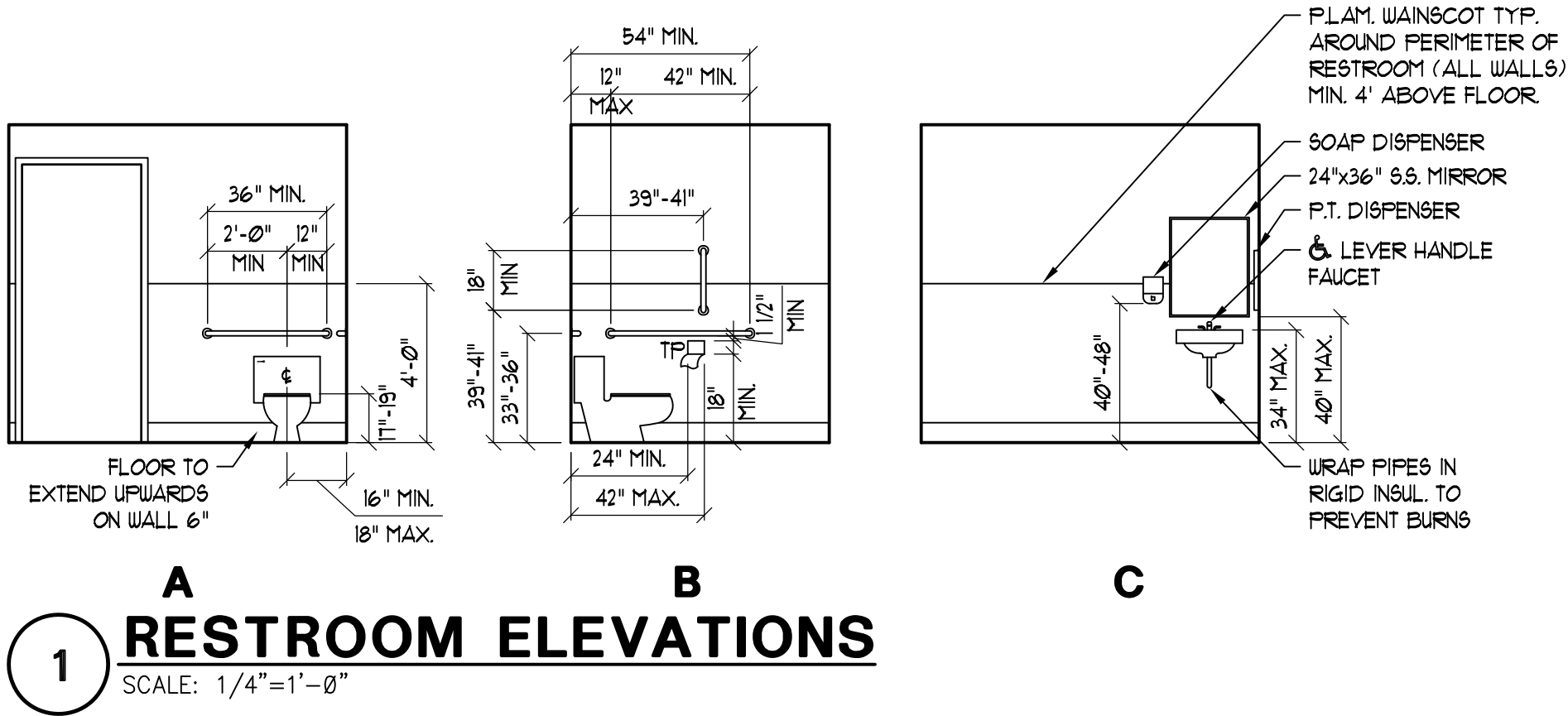
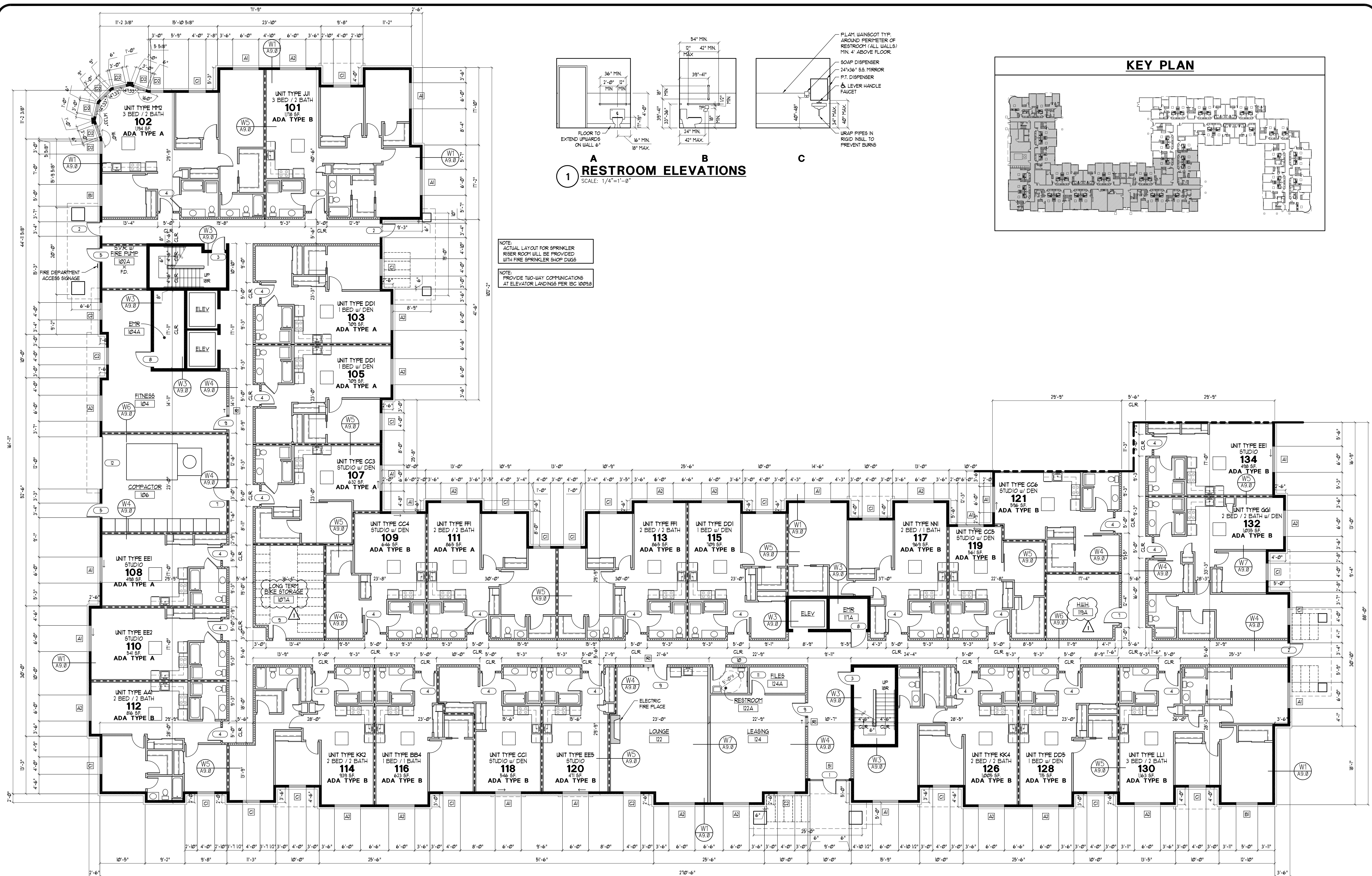
city issue: 05-16-23

revisions:

07-19-24

title: **FIFTH FLOOR PLAN**
YORKSHIRE BUILDING 1
 TUMWATER, WASHINGTON

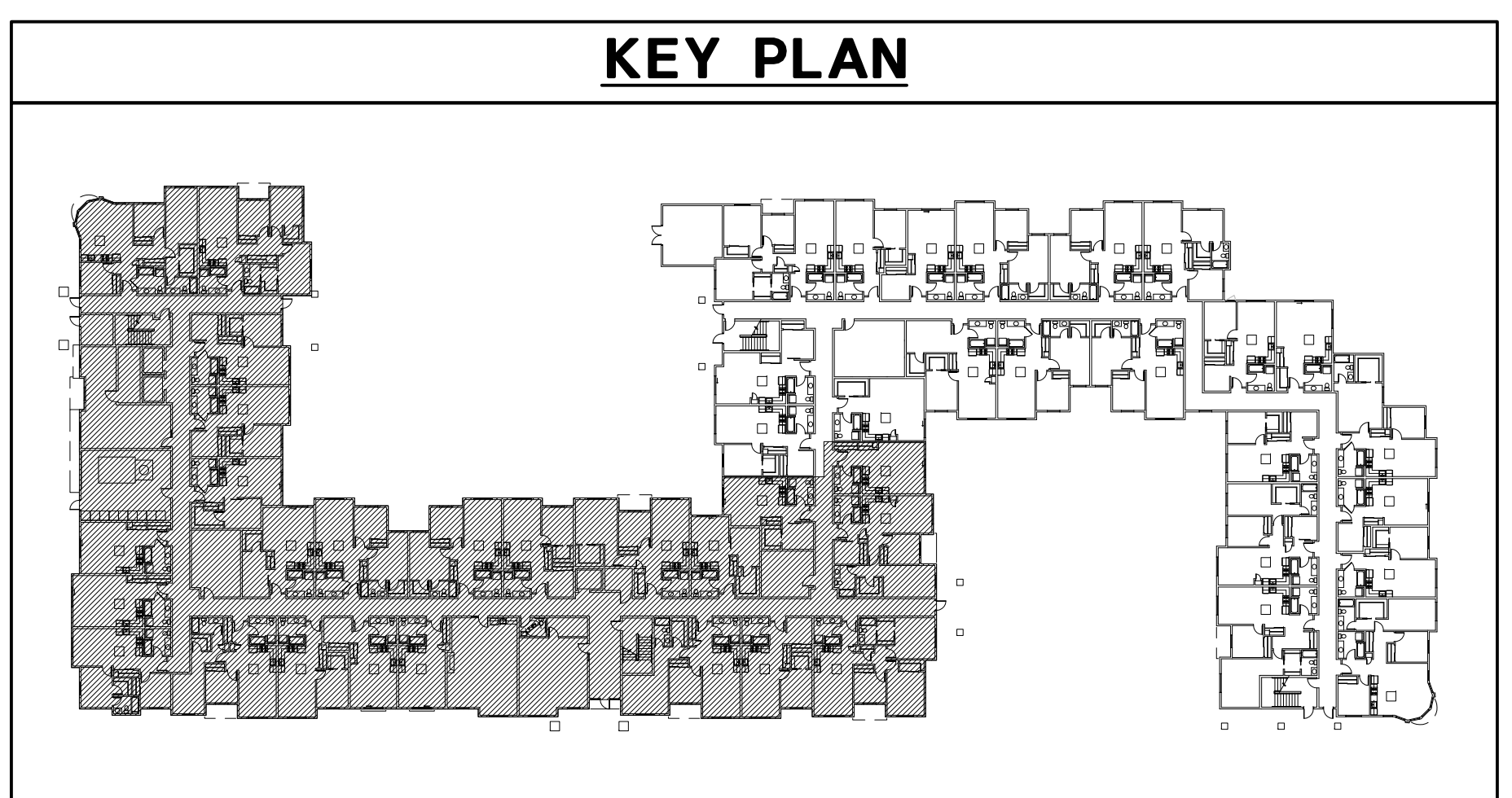
sheet no. **B1**
A5.0



1 RESTROOM ELEVATIONS
SCALE: 1/4"=1'-0"

NOTE:
ACTUAL LAYOUT FOR SPRINKLER RISER ROOM WILL BE PROVIDED WITH FIRE SPRINKLER SHOP DUGS

NOTE:
PROVIDE TWO-WAY COMMUNICATIONS AT ELEVATOR LANDINGS PER IBC 1009.8

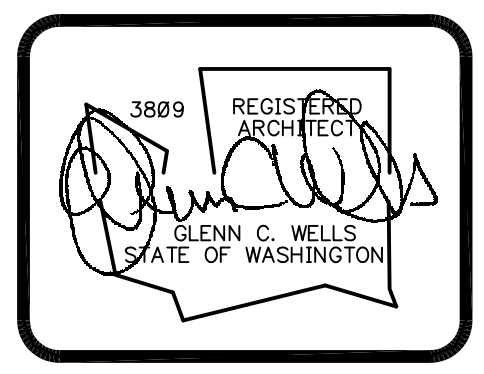


KEY PLAN

W:\Commercial\Clients\Glenn Wells - Yorkshire Building 1 A12.0.A12.0.dwg, 7/23/2024 12:43:23 PM, TODD JACKSON Drafting Services (360) 956-0885

GLENN WELLS ARCHITECT

324 WEST BAY DRIVE NW
SUITE 214
OLYMPIA, WA 98502
(360) 239-5971
glennwellsarchitect@gmail.com

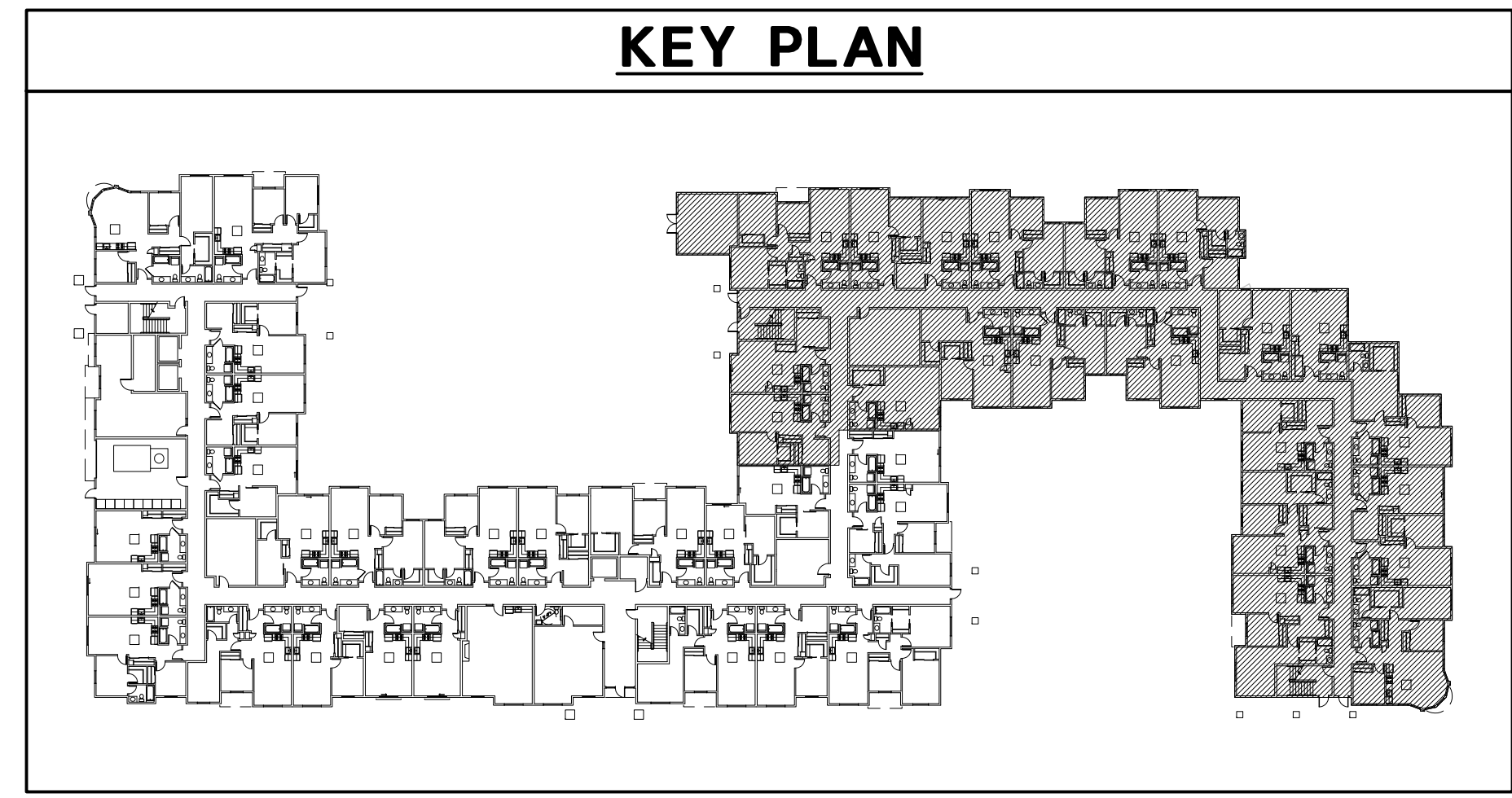
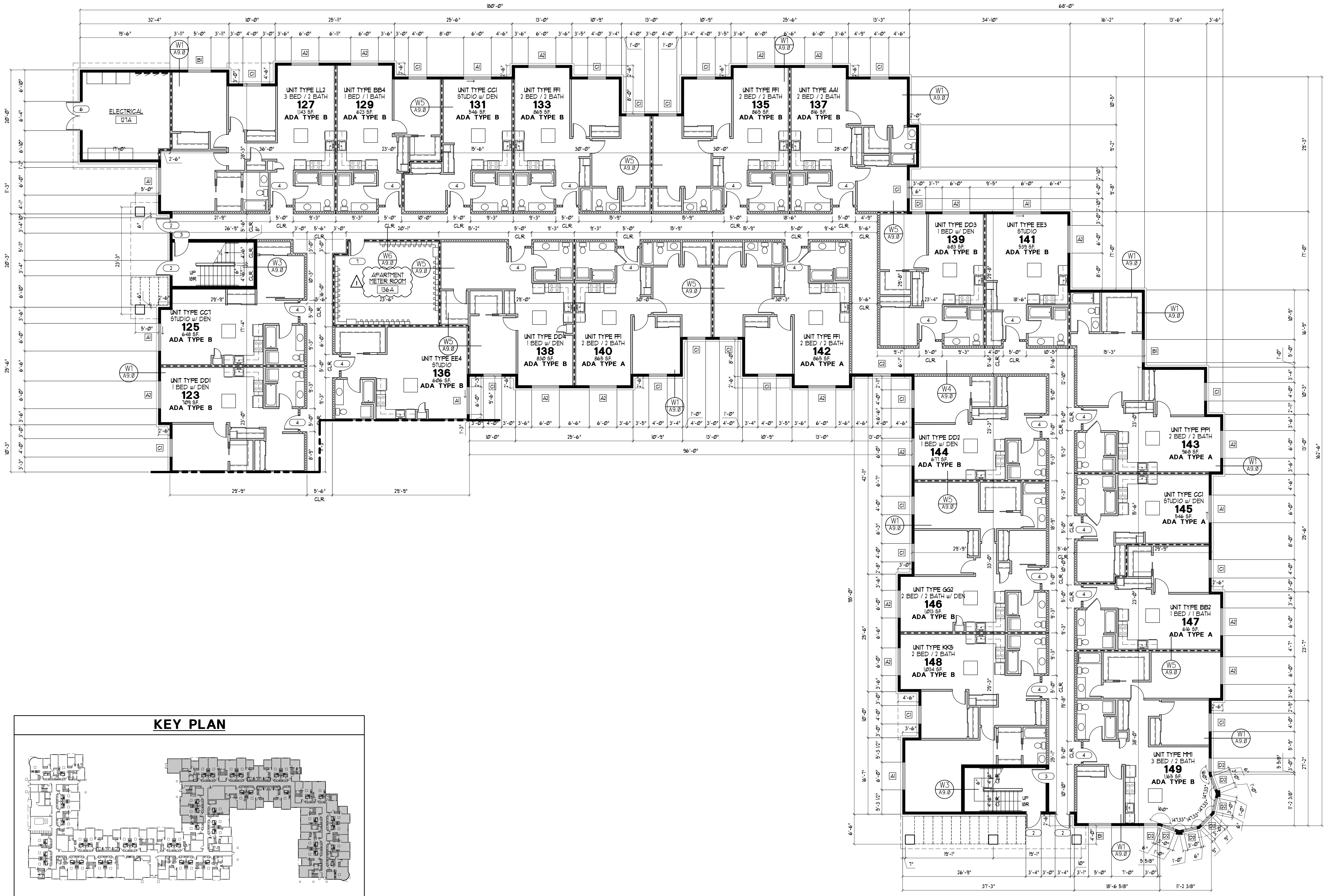


date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23
revisions: 07-19-24

title:
PARTIAL ENLARGED FIRST FLOOR PLAN
YORKSHIRE BUILDING 1
TUMWATER, WASHINGTON

sheet no.
B1
A12.0



PARTIAL ENLARGED FIRST FLOOR PLAN
 SCALE: 1/8"=1'-0"

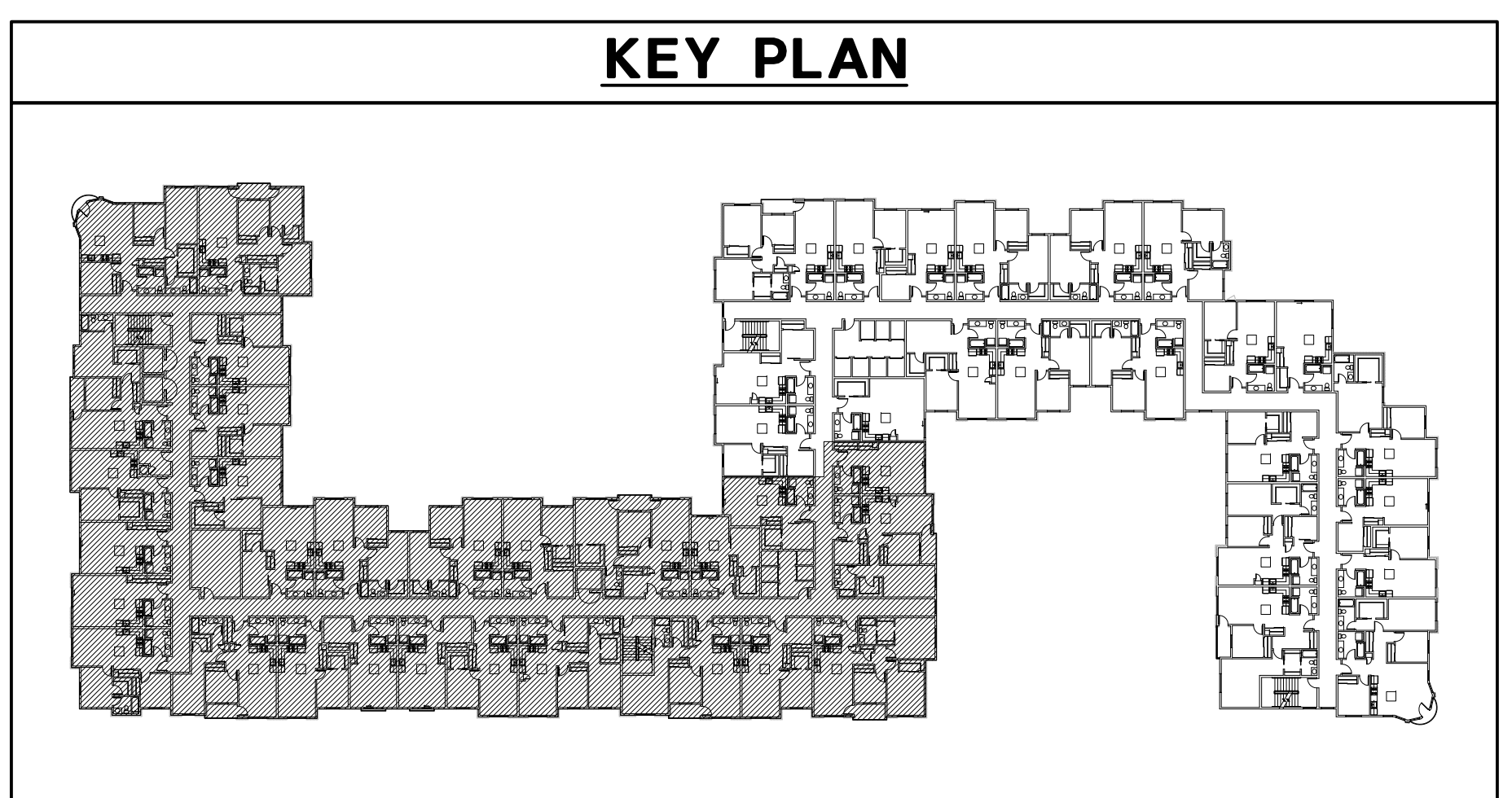
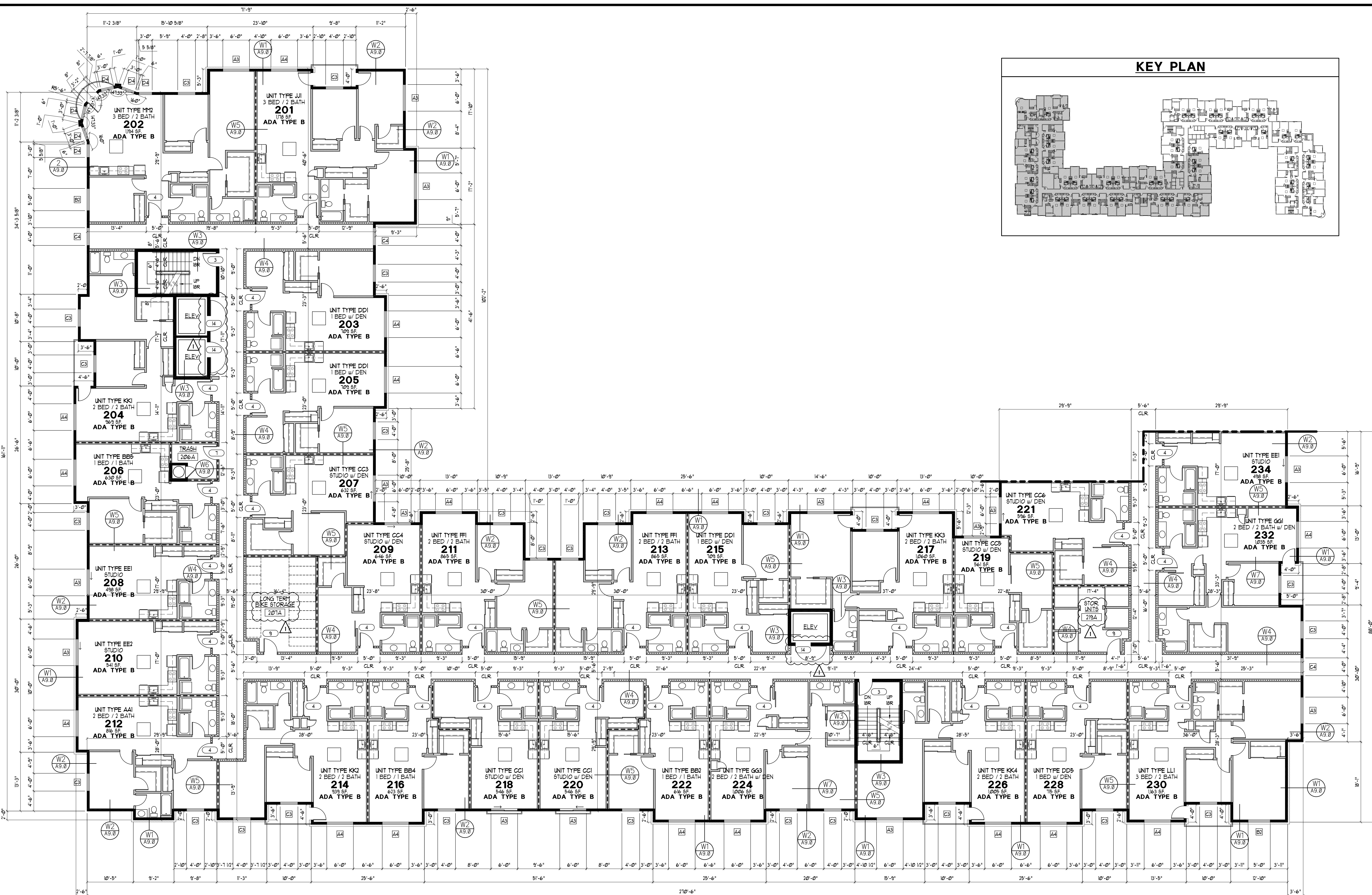
<p>GLENN WELLS ARCHITECT</p>	<p>324 WEST BAY DRIVE NW SUITE 214 OLYMPIA, WA 98502 (360) 239-5971 glennwellsarchitect@gmail.com</p>
-------------------------------------	---

--

date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23
revisions: Δ 07-19-24

title: PARTIAL ENLARGED FIRST FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON	sheet no. B1 A12.1
---	--



PARTIAL ENLARGED SECOND FLOOR PLAN
 SCALE: 1/8"=1'-0"

 GLENN WELLS ARCHITECT	324 WEST BAY DRIVE NW SUITE 214 OLYMPIA, WA 98502 (360) 239-5971 glennwellsarchitect@gmail.com
----------------------------------	--

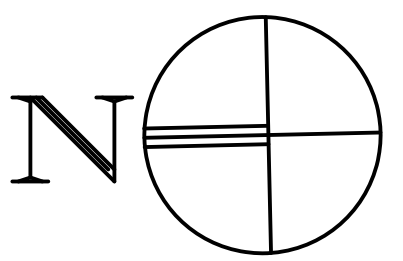
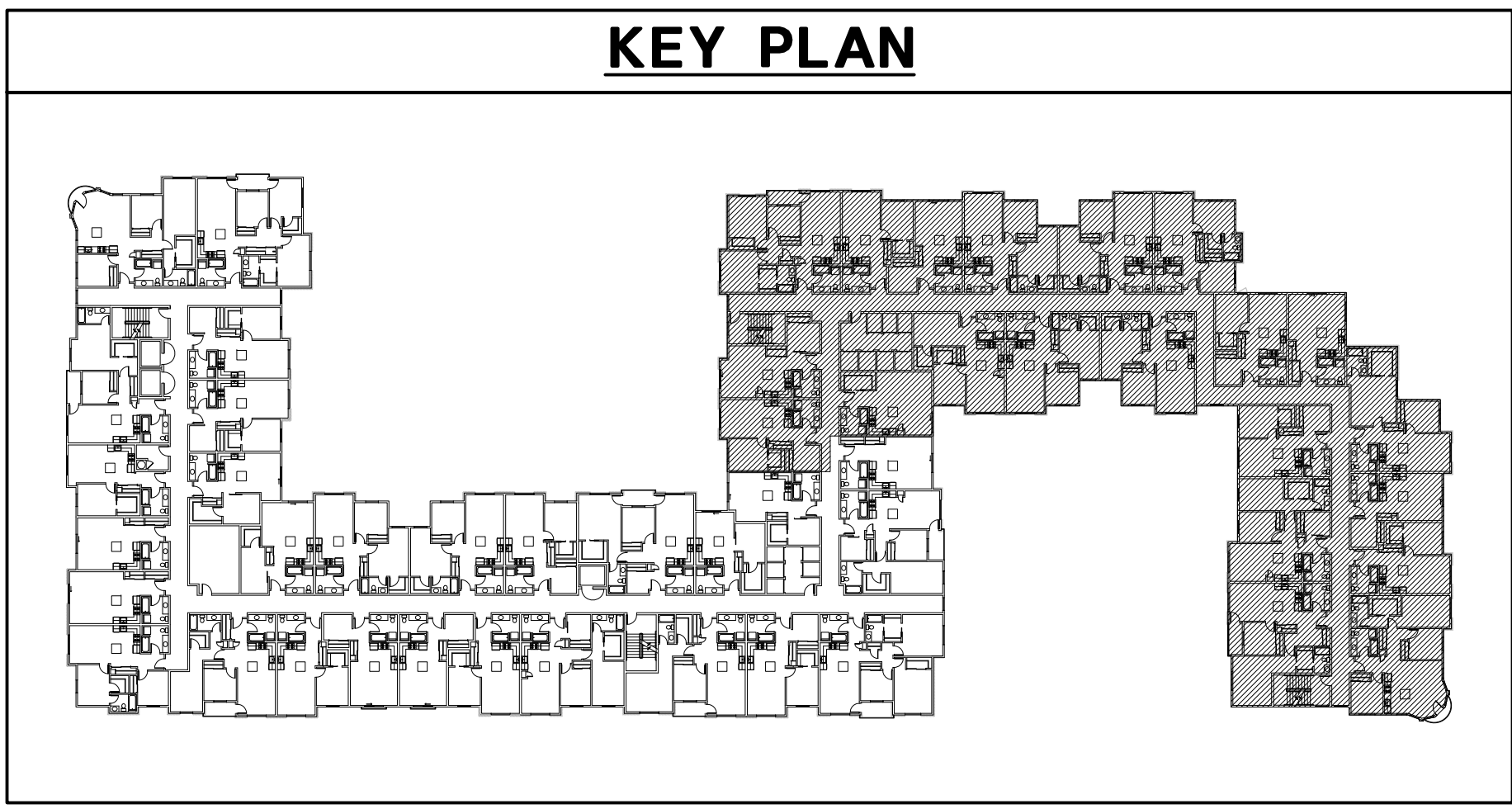
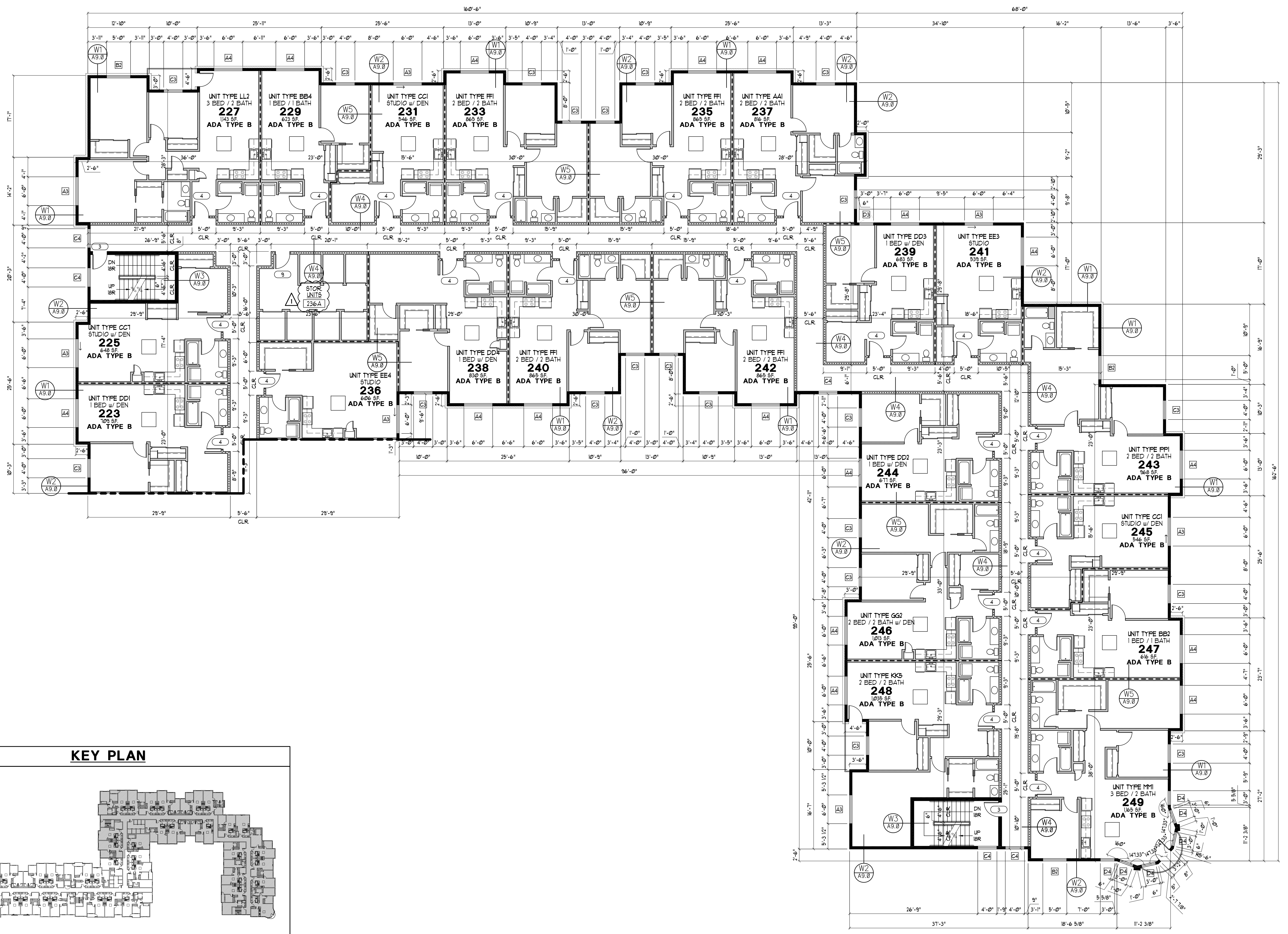
 GLENN WELLS ARCHITECT STATE OF WASHINGTON

date: 05-16-23 drawn: R.C.T. checked: G.C.W.
--

city issue: 05-16-23 revisions: ▲ 07-19-24
--

title: PARTIAL ENLARGED SECOND FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON
--

sheet no. B1 A13.0
--



PARTIAL ENLARGED SECOND FLOOR PLAN
SCALE: 1/8"=1'-0"

GLENN WELLS ARCHITECT
324 WEST BAY DRIVE NW
SUITE 214
OLYMPIA, WA 98502
(360) 239-5971
glennwellsarchitect@gmail.com

3889 REGISTERED ARCHITECT
GLENN W. WELLS
STATE OF WASHINGTON

date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

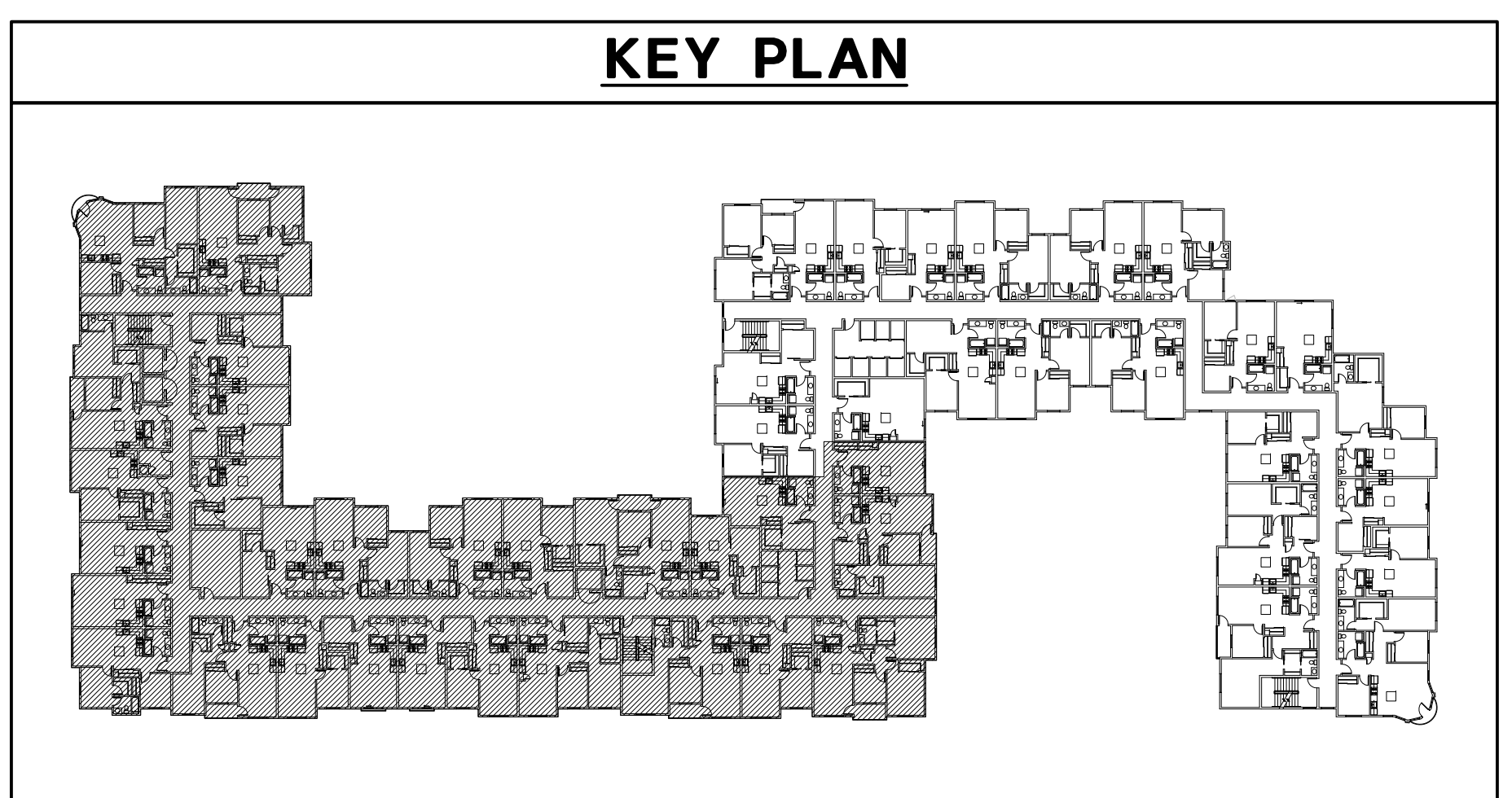
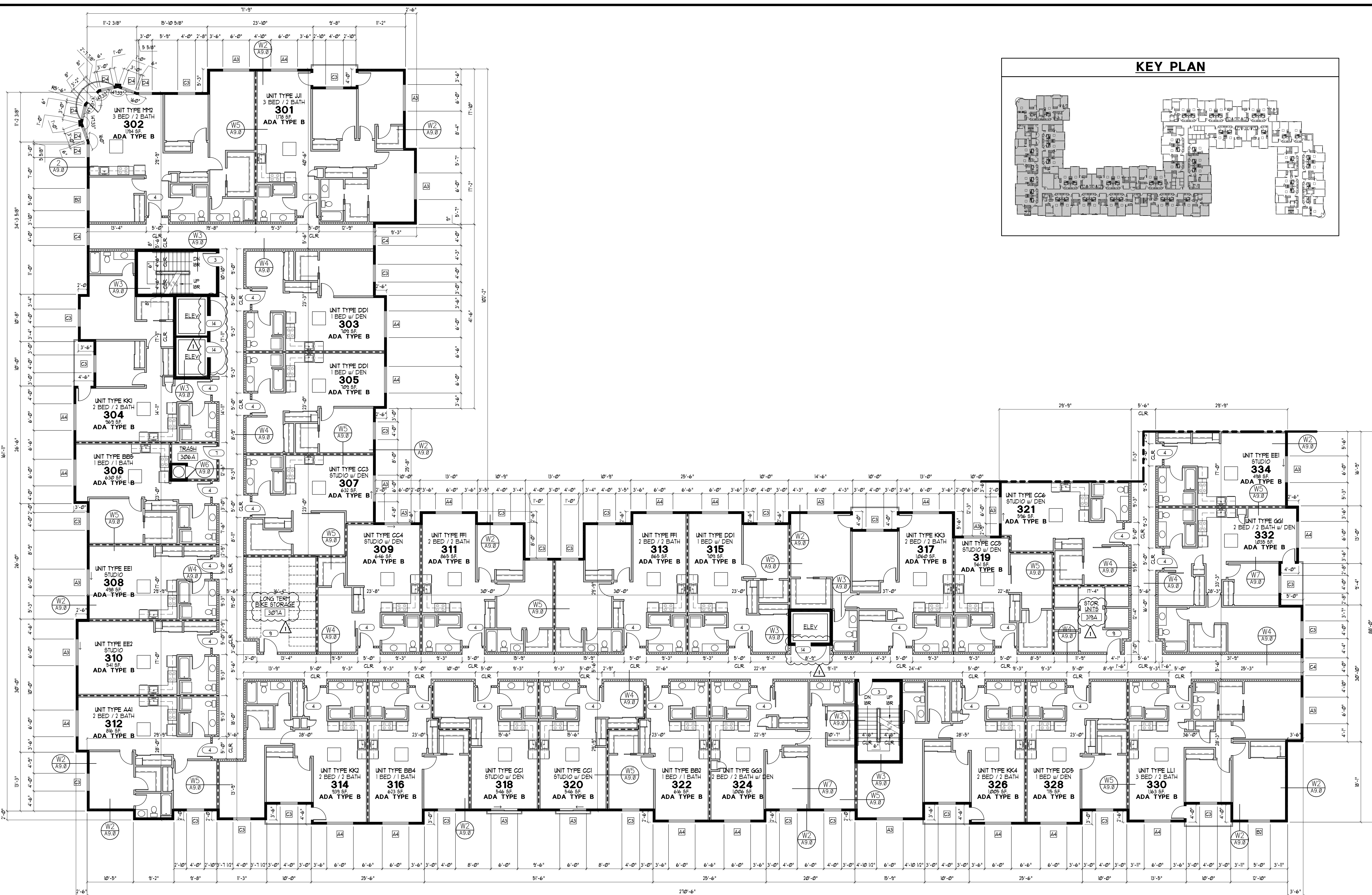
city issue: 05-16-23
revisions: 07-19-24

title: PARTIAL ENLARGED SECOND FLOOR PLAN
YORKSHIRE BUILDING 1
TUMWATER, WASHINGTON

sheet no. B1
A13.1

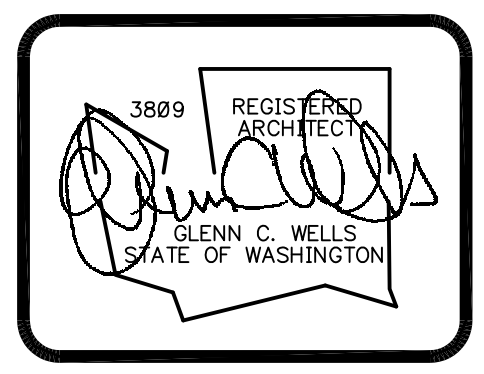
W:\Commercial\Clients\Glenn Wells - Yorkshire Building 1 A13.01.A13.1.dwg - 7/23/2024 12:43:49 PM, TODD JACKSON Drafting Services (360) 956-0885

YORKSHIRE APARTMENTS BUILDING 1



PARTIAL ENLARGED THIRD FLOOR PLAN
 SCALE: 1/8"=1'-0"

GLENN WELLS ARCHITECT
 324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com

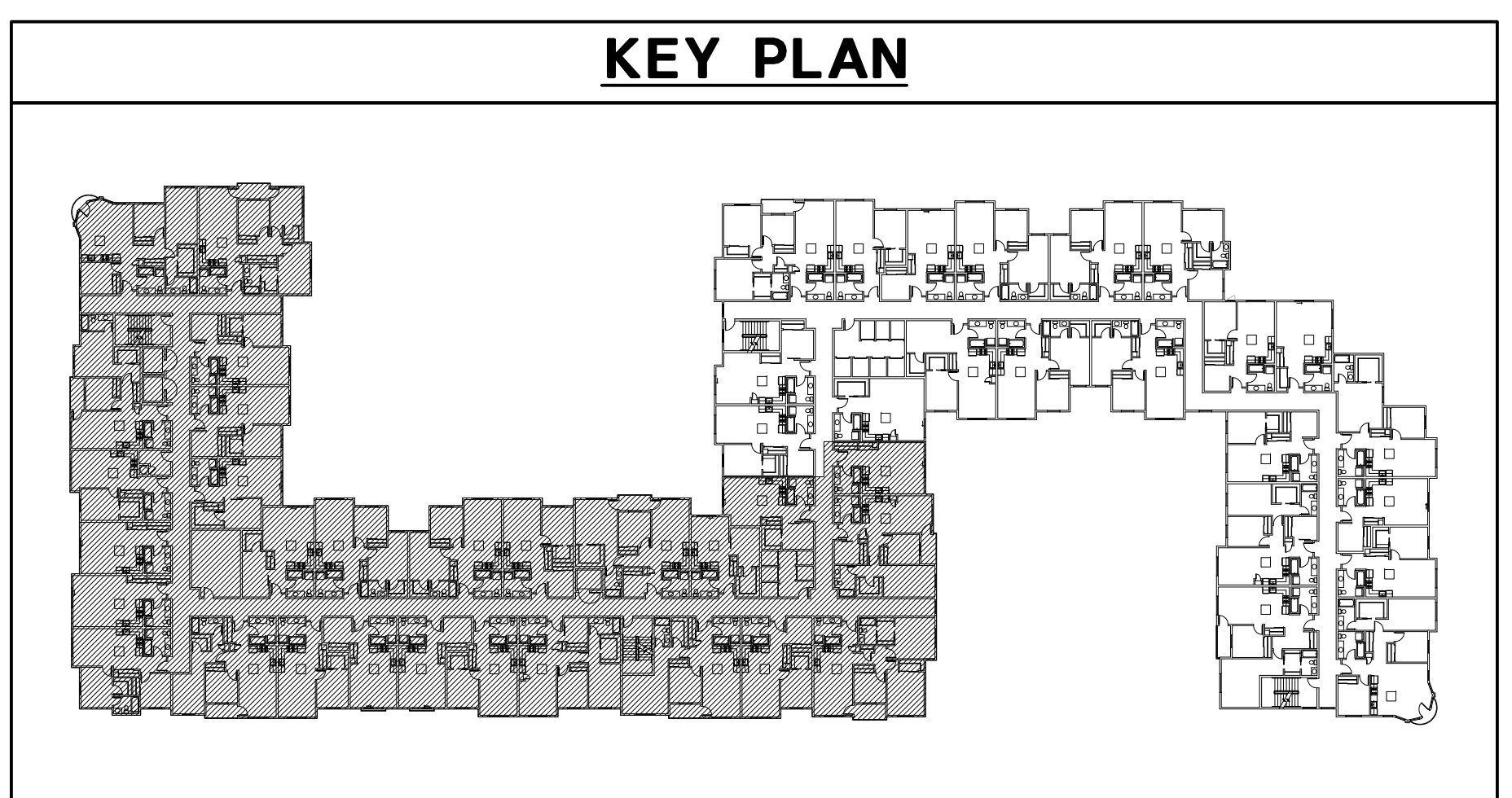
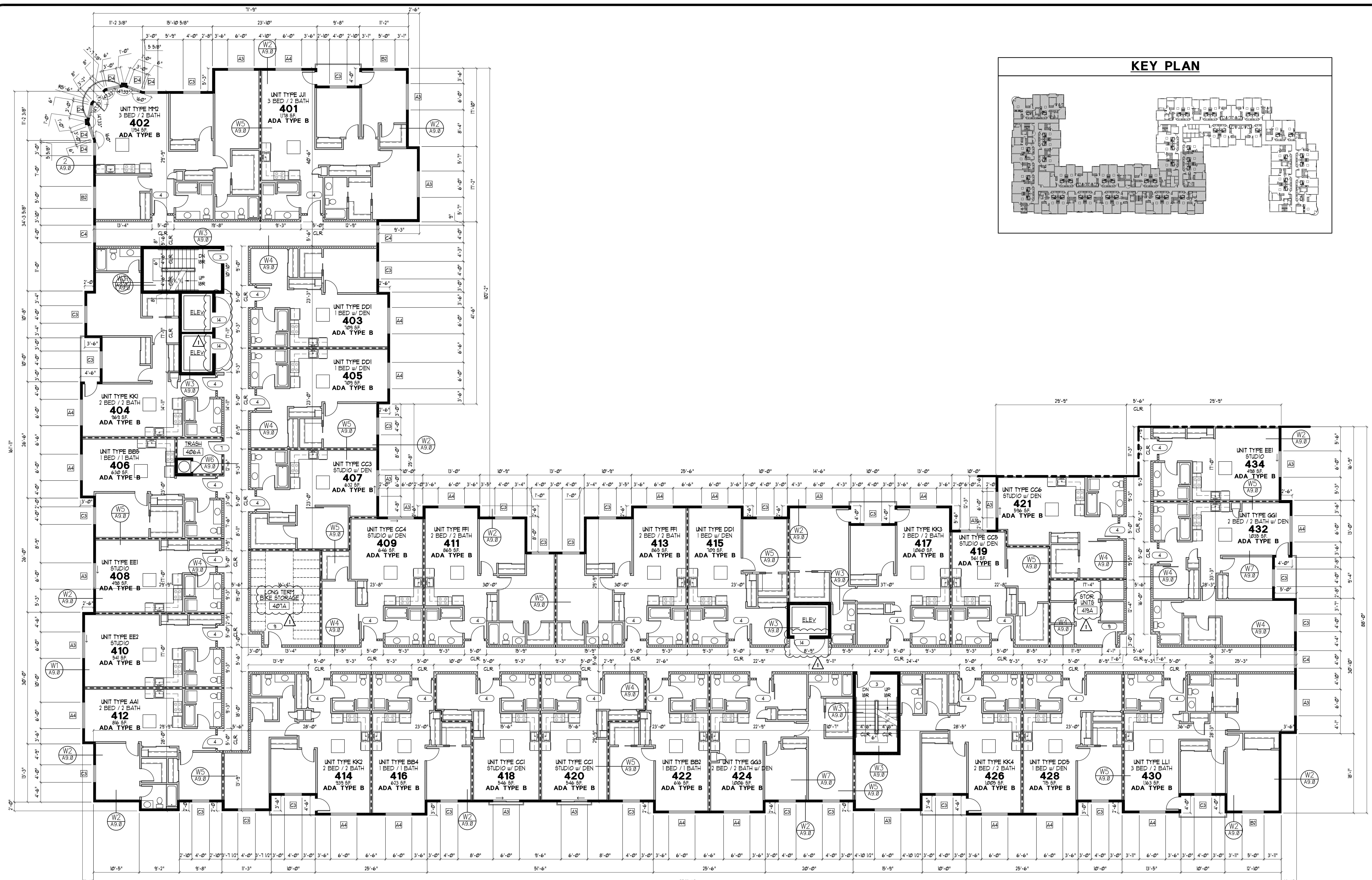


date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

city issue: 05-16-23
 revisions: 07-19-24

title:
PARTIAL ENLARGED THIRD FLOOR PLAN
YORKSHIRE BUILDING 1
 TUMWATER, WASHINGTON

sheet no.
B1
A14.0



PARTIAL ENLARGED FOURTH FLOOR PLAN
 SCALE: 1/8"=1'-0"

 GLENN WELLS ARCHITECT	324 WEST BAY DRIVE NW SUITE 214 OLYMPIA, WA 98502 (360) 239-5971 glennwellsarchitect@gmail.com
----------------------------------	--

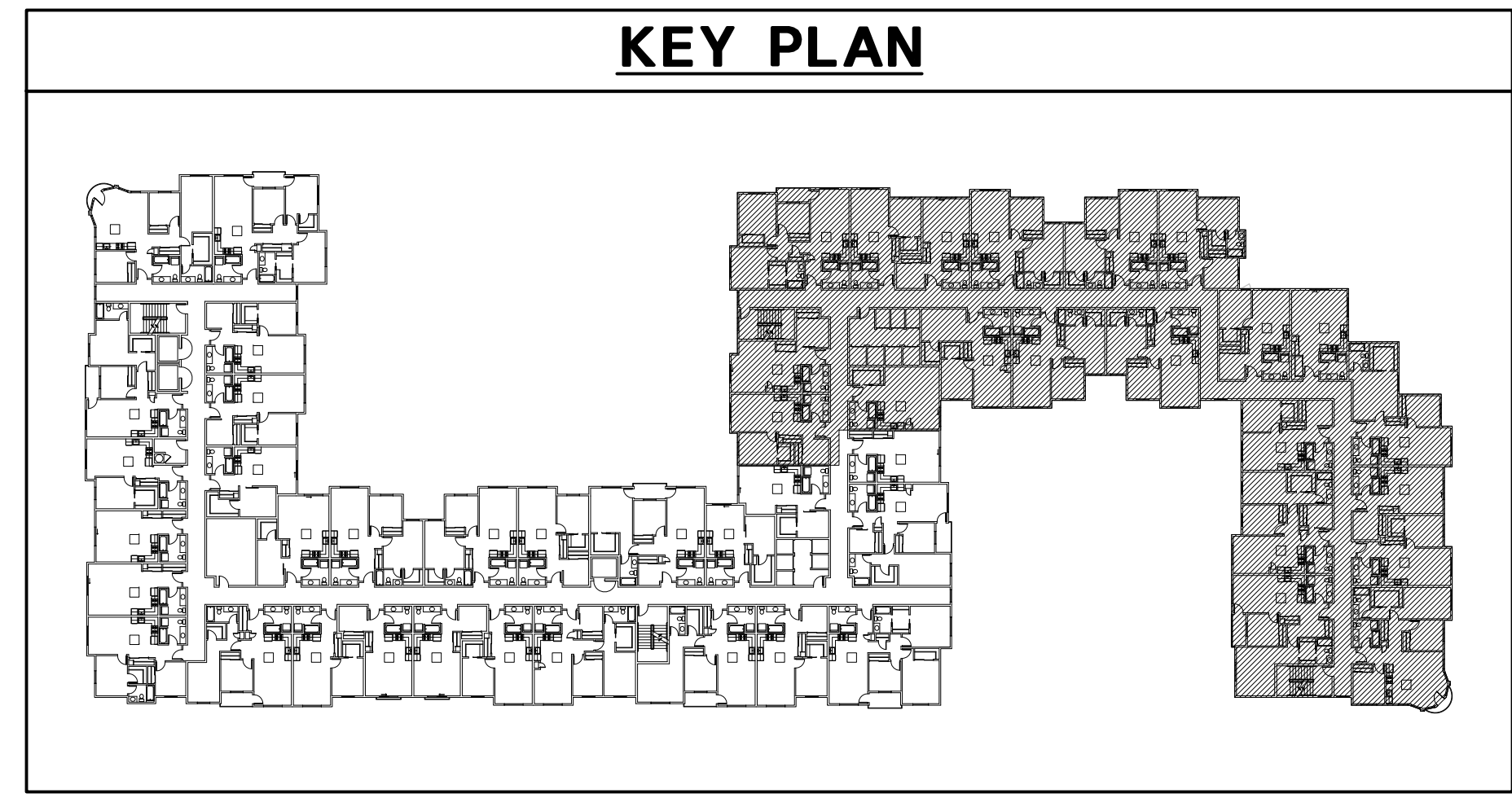
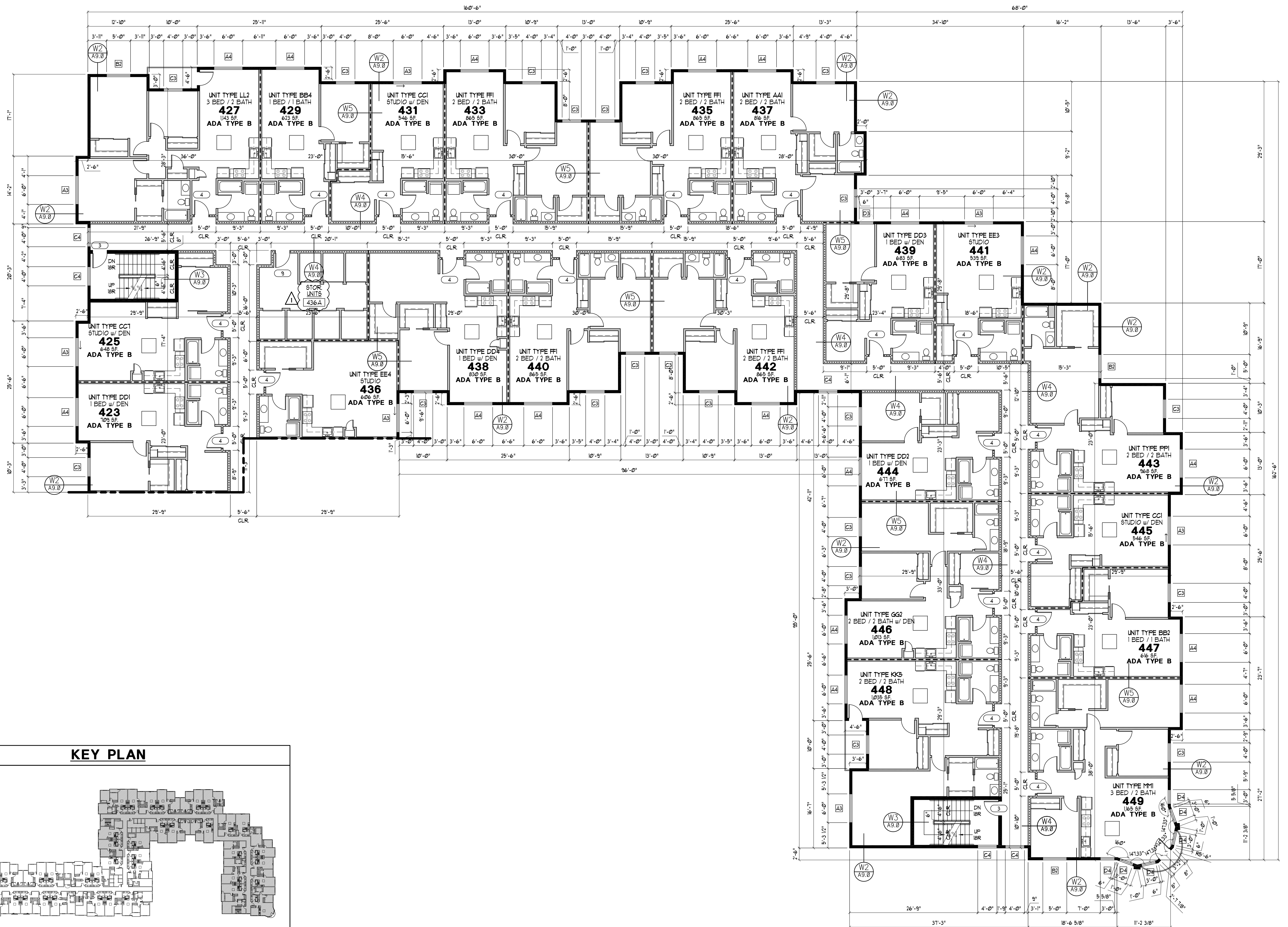
--

date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23
revisions: 07-19-24

title: PARTIAL ENLARGED FOURTH FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON
--

sheet no. B1 A15.0
--



PARTIAL ENLARGED FOURTH FLOOR PLAN
 SCALE: 1/8"=1'-0"

<p>GLENN WELLS ARCHITECT</p>	<p>324 WEST BAY DRIVE NW SUITE 214 OLYMPIA, WA 98502 (360) 239-5971 glennwellsarchitect@gmail.com</p>
---	---

--

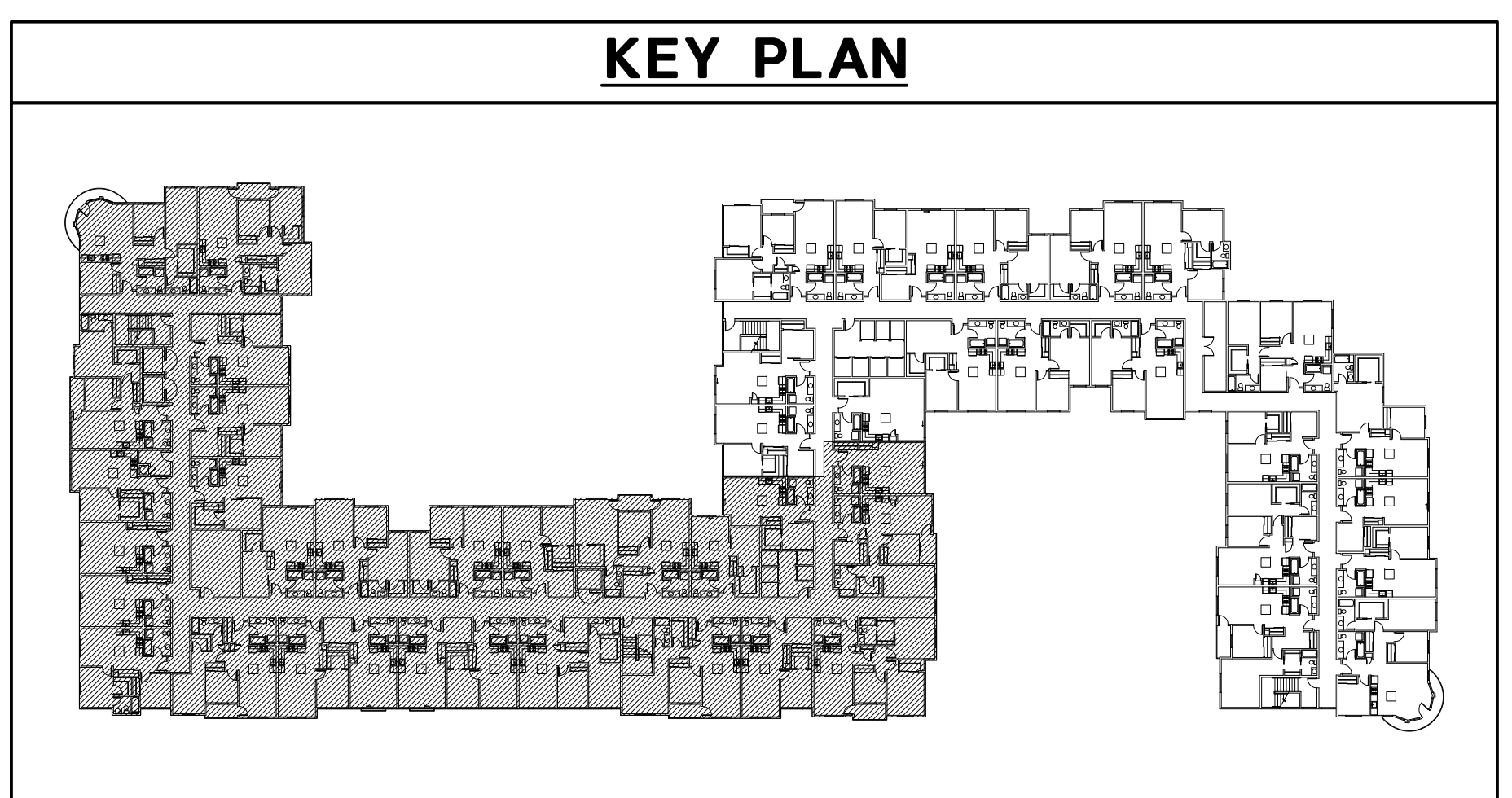
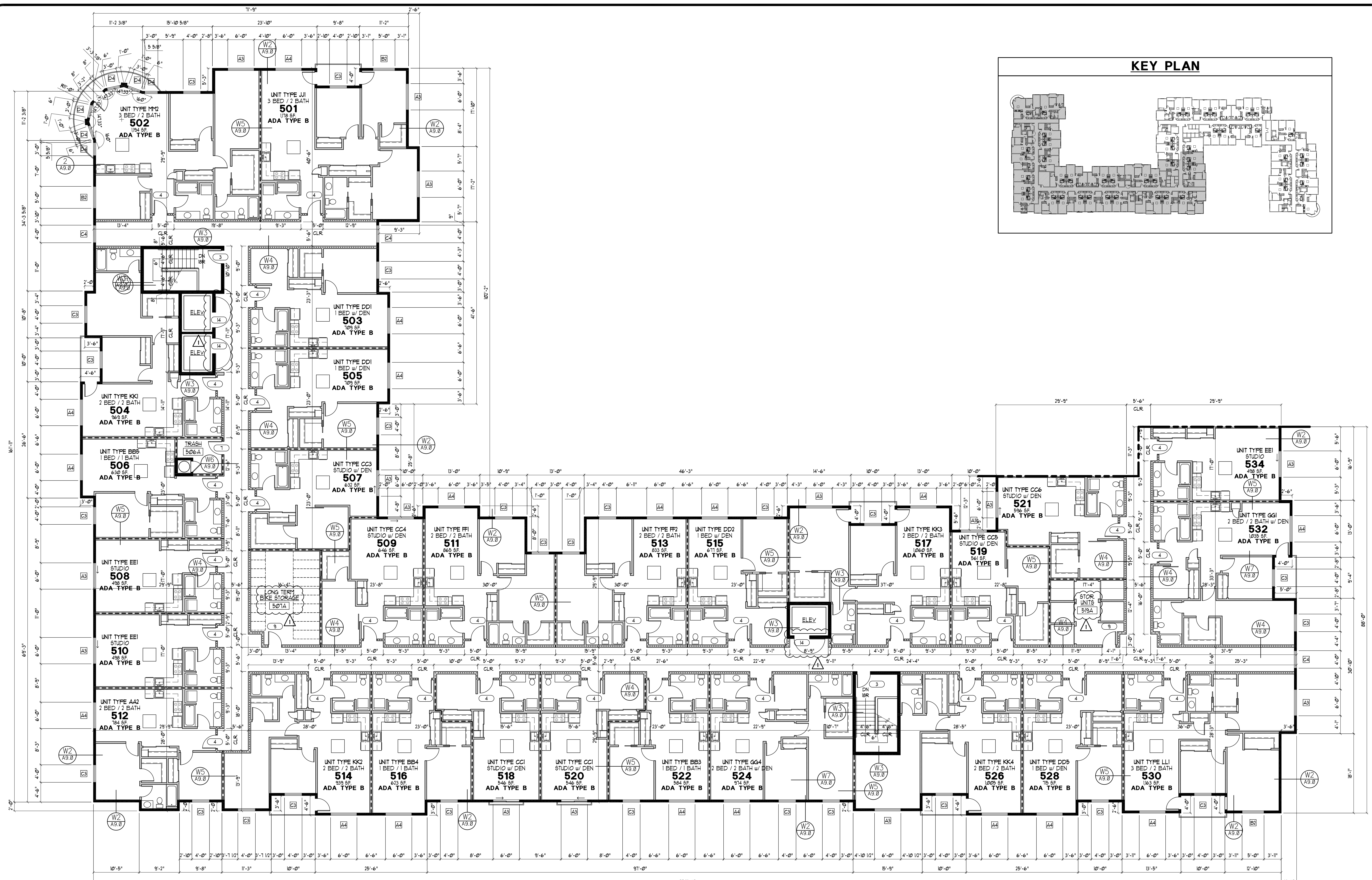
date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23
revisions: Δ 07-19-24

title: PARTIAL ENLARGED FOURTH FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON	sheet no. B1 A15.1
--	--

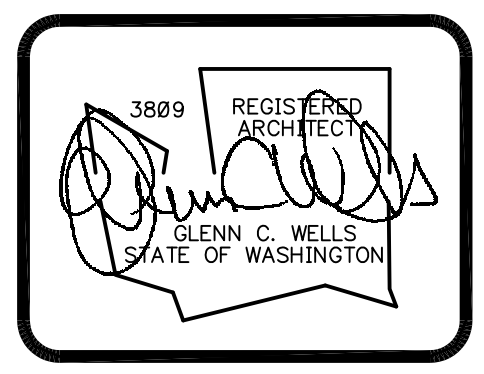
W:\Commercial\Clients\Glenn Wells - Yorkshire Building 1 - A15.01.A15.Ldwg - 7/23/2024 12:44:13 PM, TODD JACKSON Drafting Services (360) 956-0885

YORKSHIRE APARTMENTS BUILDING 1



PARTIAL ENLARGED FIFTH FLOOR PLAN
 SCALE: 1/8"=1'-0"

GLENN WELLS ARCHITECT
 324 WEST BAY DRIVE NW
 SUITE 214
 OLYMPIA, WA 98502
 (360) 239-5971
 glennwellsarchitect@gmail.com

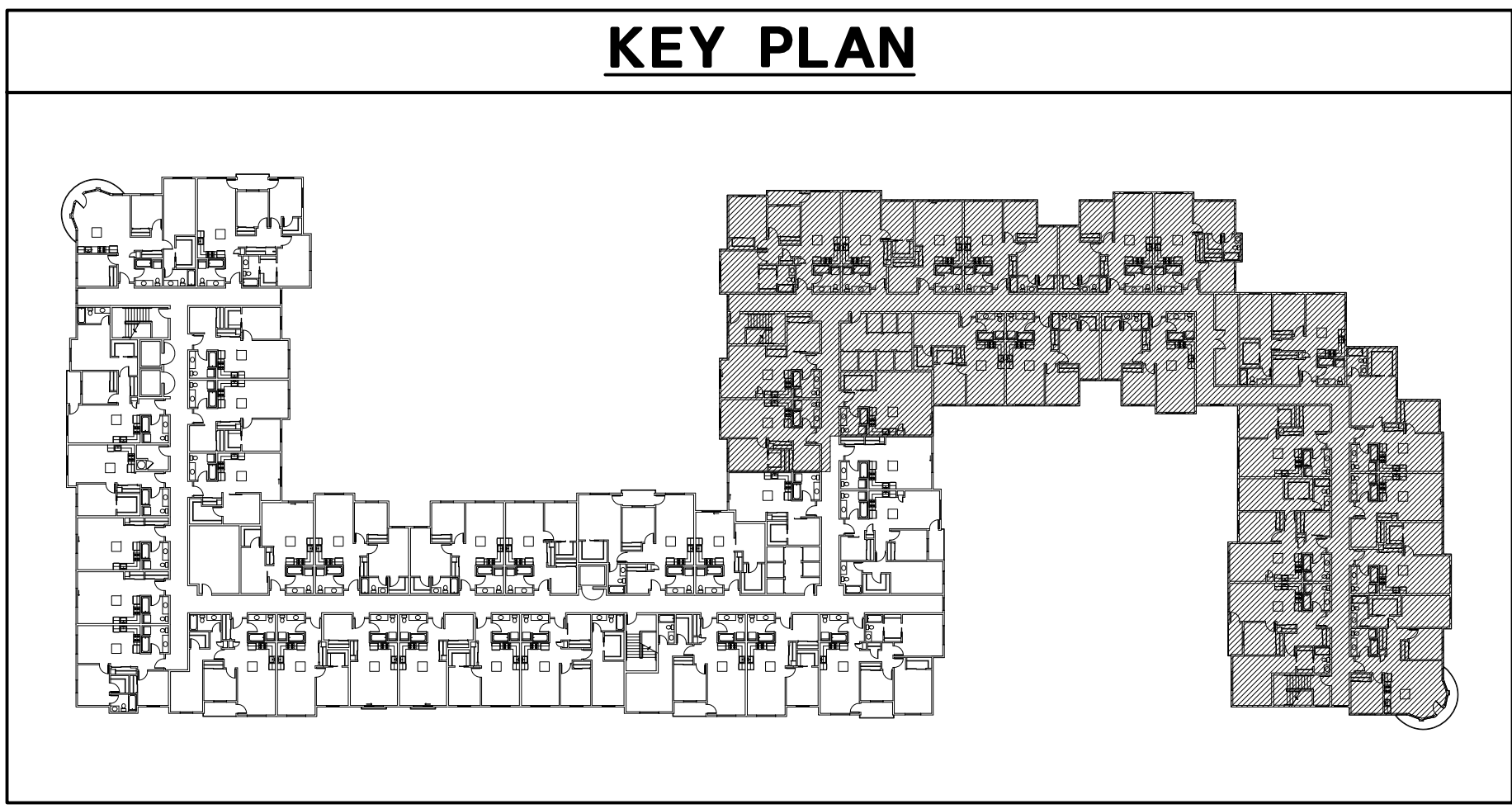
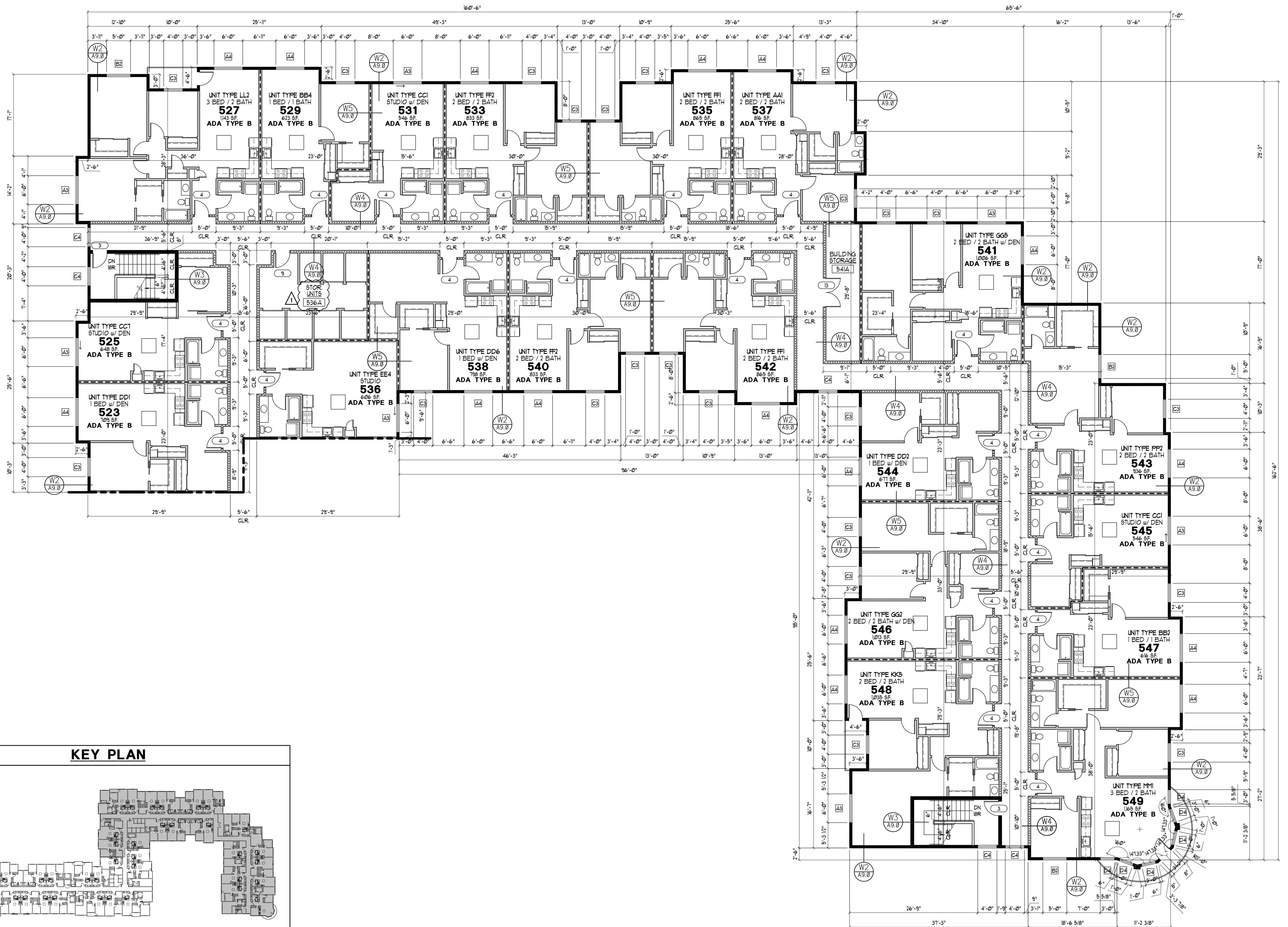


date: 05-16-23
 drawn: R.C.T.
 checked: G.C.W.

city issue: 05-16-23
 revisions: 07-19-24

title:
PARTIAL ENLARGED FIFTH FLOOR PLAN
YORKSHIRE BUILDING 1
 TUMWATER, WASHINGTON

sheet no.
B1
A16.0



PARTIAL ENLARGED FIFTH FLOOR PLAN
 SCALE: 1/8"=1'-0"

<p>GLENN WELLS ARCHITECT</p>	<p>324 WEST BAY DRIVE NW SUITE 214 OLYMPIA, WA 98502 (360) 239-5971 glennwellsarchitect@gmail.com</p>
-------------------------------------	---

--

date: 05-16-23
drawn: R.C.T.
checked: G.C.W.

city issue: 05-16-23
revisions: Δ 07-19-24

title: PARTIAL ENLARGED FIFTH FLOOR PLAN YORKSHIRE BUILDING 1 TUMWATER, WASHINGTON	sheet no. B1 A16.1
---	--------------------------

W:\Commercial\Clients\Glenn Wells - Yorkshire Building 1 A16.016.Ldwg - 7/23/2024 12:44:30 PM, TODD JACKSON Drafting Services (360) 956-0885

YORKSHIRE APARTMENTS BUILDING 1

YORKSHIRE BUILDING ONE

TAX EXEMPTION ON MULTI-FAMILY UNITS

February 5, 2025

Yorkshire Building One contains 240 total residential units. All the restricted rents will be at or below 80% of the HUD income limits per the 2024 Income Limits Documentation System for Thurston County and all the market rate units will be at 100% of median income or lower.

The estimated rent and number of each type of unit are as follows:

- Studio: 69 total units. 14 will have restricted rents. The restricted rent is estimated at \$1,500/month. 1 person with 80% of median income = $\$63,100 \times .3 = \$18,930/12 = \$1,578/\text{month} > \$1,500$ for the restricted proposed.

The Studio rent of \$1,800 for the median income. 1 person at \$81,684/year at 100% of median income $\times .3 = 24,505/12 = \$2,042/\text{month} > \$1,800$ proposed.

- 1-bedroom: 62 total units. 12 will have restricted rents. The restricted rent is estimated at \$1,650/month. 2 persons with 80% of median income = $\$72,150 \times .3 = \$21,645/12 = \$1,804/\text{month} > \$1,650$ proposed.

The 1-bedroom rent of \$2,000 for median income = 2 persons at 93,399/year at 100% median income $\times .3 = \$28,020/12 = \$2,335/\text{month} > \$2,000$ proposed.

- 2-bedroom: 84 total units. 17 units will have restricted rents. The restricted rent is estimated at \$1,950/month. 3 persons with 80% of median income = $\$81,150 \times .3 = \$24,345/12 = \$2,029 > \$1,950$ proposed.

The 2-bedroom rent of \$2,450 for median income = 3 persons at \$105,049 100% median income $\times .3 = \$31,515/12 = \$2,626 > \$2,450$ proposed.

- 3-bedroom: 25 total units. 5 units will have restricted rents. The restricted rent is estimated at \$2,150/month. 4 persons at \$116,700 100% median income $\times .3 = \$35,010/12 = \$2,918 > \$2,800$ proposed.

The property manager will ensure compliance over the period of the exemption by comparing each HUD income limit chart each year when it comes out and verifying concurrence.

I hereby state that I acknowledge the potential tax liability when the project ceases to be eligible under the rules and guidelines of the City of Tumwater. I also verify that the information


included in this application is correct per the current HUD guidelines and current market conditions.

In addition to the unit sizes in the application, there are also studio with a den, one bedroom with a den and two-bedrooms with a den. The average area of these units is listed below:

- Studio with den: 546 SF (representing 44 of the 69 total studio units)
- 1-bedroom with den: 715 SF (representing 39 of the 62 total 1-bedroom units)
- 2-bedrooms with den: 974 SF (representing 15 of the 84 total 2-bedroom units)

In addition to the 240 residential units, there are tenant amenities such as a large 677 SF lounge and 969 SF fitness center, along with several undesignated spaces of 400 SF for party rooms, or game rooms.

Lastly, I hereby affirm that I am a member of the Grandview Yorkshire, LLC, owner of the property and developer of the project.

 2-17-25
Glenn Wells date

TO: City Council
FROM: Joseph Norman, Senior Engineer
DATE: April 1, 2025
SUBJECT: Schedule 74 Design Agreement with PSE for the Old Hwy 99 and 79th Ave RAB

1) Recommended Action:

Authorize the Mayor to sign the Schedule 74 Design Agreement with Puget Sound Energy (PSE). The agreement was recommended for approval on the consent calendar at the March 20, 2025 Public Works Committee Meeting.

2) Background:

As part of the Old Hwy 99 and 79th Ave Roundabout and Frontage Improvements project, the City of Tumwater has requested Puget Sound Energy (PSE) to underground their overhead utility. The design agreement is the first step in the overall Schedule 74 process with PSE. The design agreement allows PSE to allocate personnel to the design of their relocated facilities and provide the City with plans for inclusion into the project. The agreement will cover the connections to the Operations and Maintenance facility, the parking lot associated with the new facility, and power for new RRFBs associated with the roundabout.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

- Allow overhead power and telecommunication utilities to remain overhead within the project limits.
-

5) Fiscal Notes:

The funds to complete the Schedule 74 Design Agreement will come from the Transportation CFP. PSE will not have an estimate for the Work until after the design is complete.

6) Attachments:

- A. Schedule 74 Design Agreement
- B. Joint Utility Trench
- C. Schedule 74 Construction Agreement

SCHEDULE 74 UNDERGROUND CONVERSION

Project Design Agreement

Project Name: OLD HWY 99 SE & 79TH AVE SE RAB & TRAILS END/79TH UNDERGROUNDING

Project Number: 101169283

THIS Agreement, dated as of this 18 day of February, 2025, is made by and between City of Tumwater, a City (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.
2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.
3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

Design Agreement, Attachment "A" to Schedule 74, Page 1
 OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.
5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.
6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).
7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.
8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government

Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.
10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.
11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:
 - (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.
 - (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.
 - (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.
 - (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.
 - (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground

Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

- (f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following:
- (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

- (a) notify the Company in writing that this Agreement is terminated; or
- (b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
 - (i) reasonable,
 - (ii) consistent with the Scope of Work, and
 - (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

- (a) change the Scope of Work in accordance with paragraph 13, below, or
- (b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or
- (c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or
- (d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work

prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.
- (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.
14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.
15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a

reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.
- (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:

Attn: _____
Fax: _____

If to the Company:

Puget Sound Energy, Inc.
Christine VanWagenen
2711 Pacific Ave SE, Olympia WA 98501
Attn: CVW

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:

Company:

PUGET SOUND ENERGY, INC.

BY _____

BY _____

ITS _____

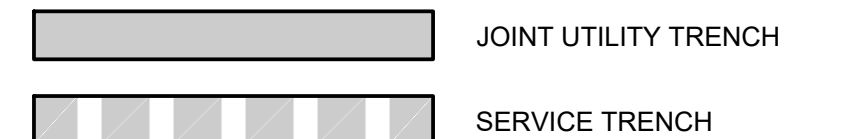
ITS _____

Date Signed _____

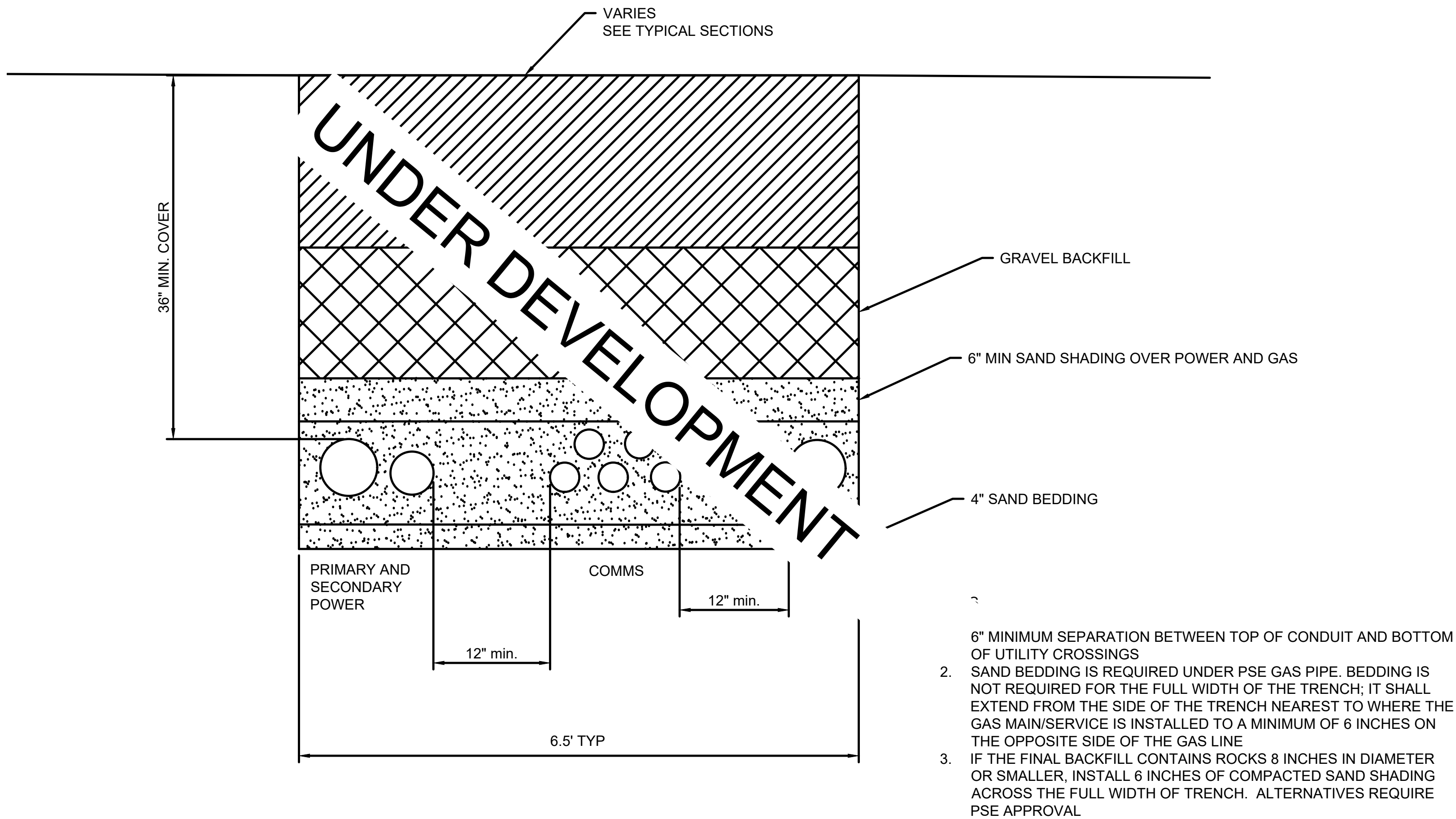
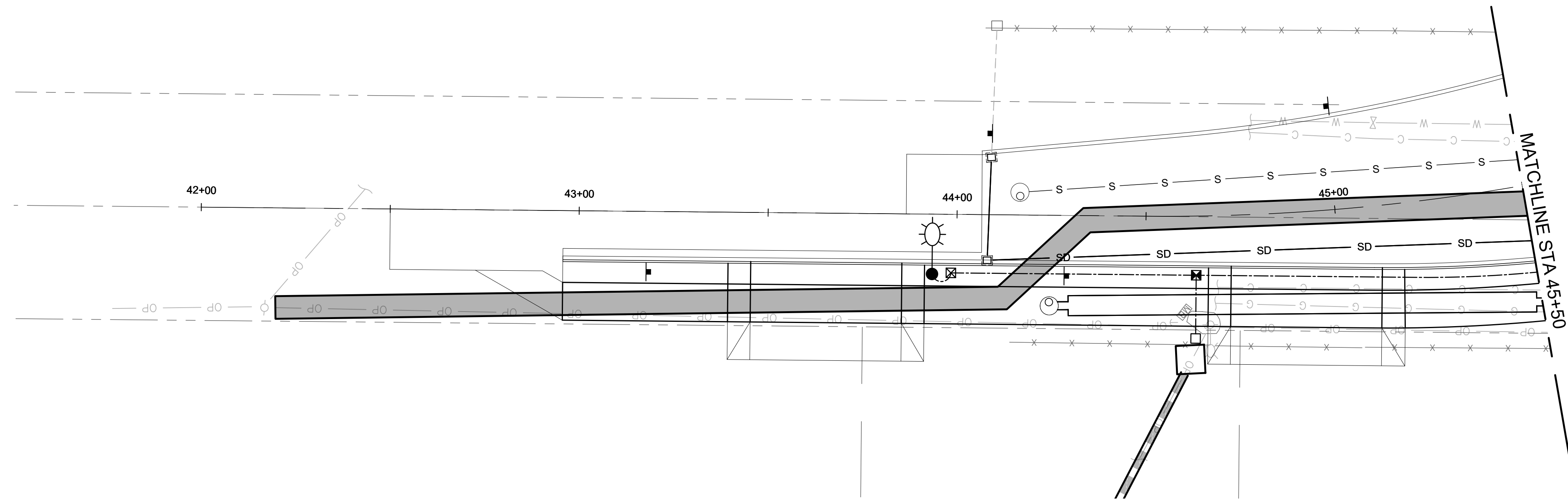
Date Signed _____

Approved as to form:

LEGEND

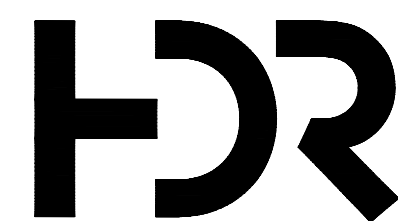
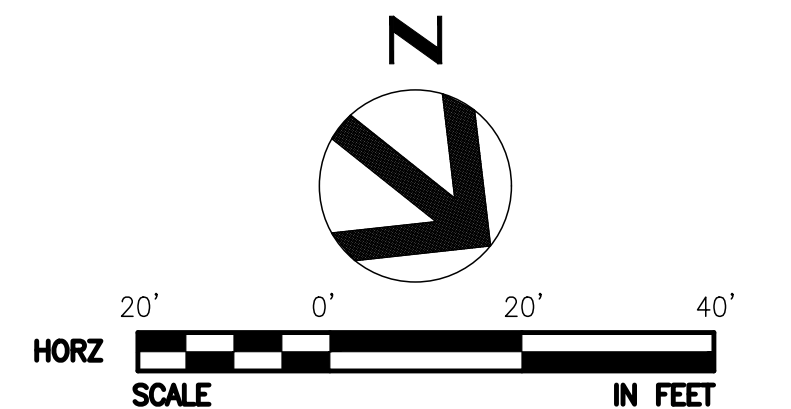


NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY



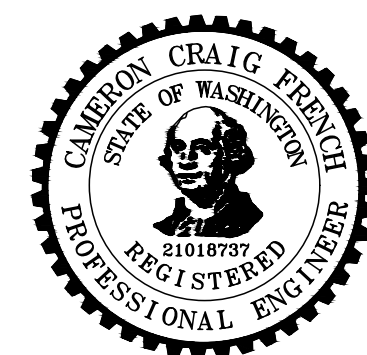
COORDINATION WITH PRIVATE UTILITIES IS ONGOING. PLANS WILL BE UPDATED IN NEXT SUBMITTAL.

JOINT UTILITY TRENCH CROSS SECTION (TYP.)



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976



CITY OF TUMWATER
 OLD HWY 99 AND 79TH AVE
 ROUNDABOUT
 DRAFT FINAL PLANS
 (NOT FOR CONSTRUCTION)



UTILITY UNDERGROUNDING PLANS



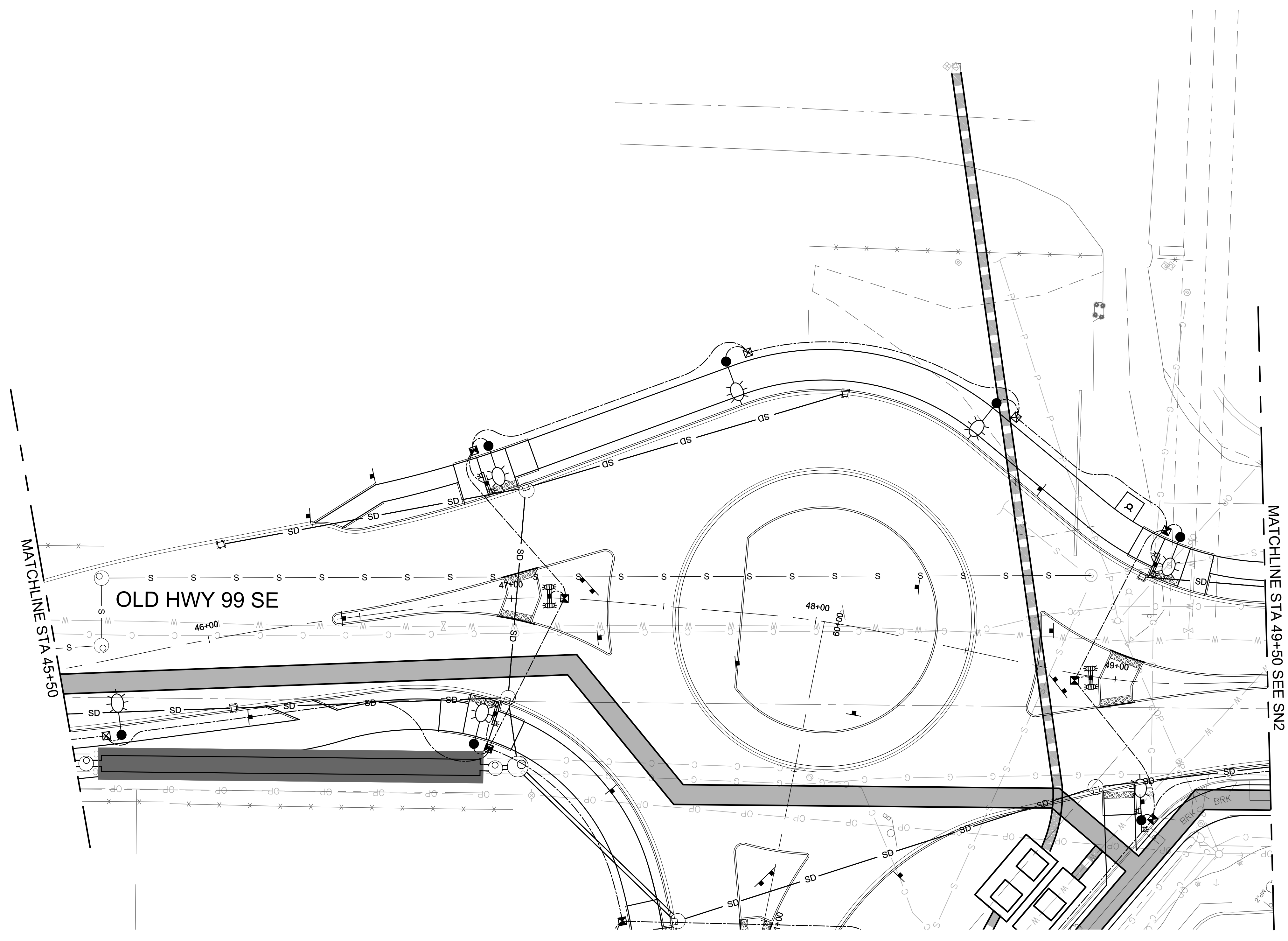
FILENAME | 10371976-RUT101.DWG
 SCALE | AS SHOWN

SHEET
UT1
 42 OF 69

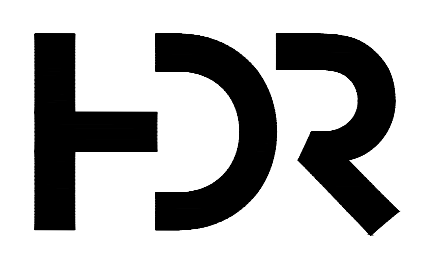
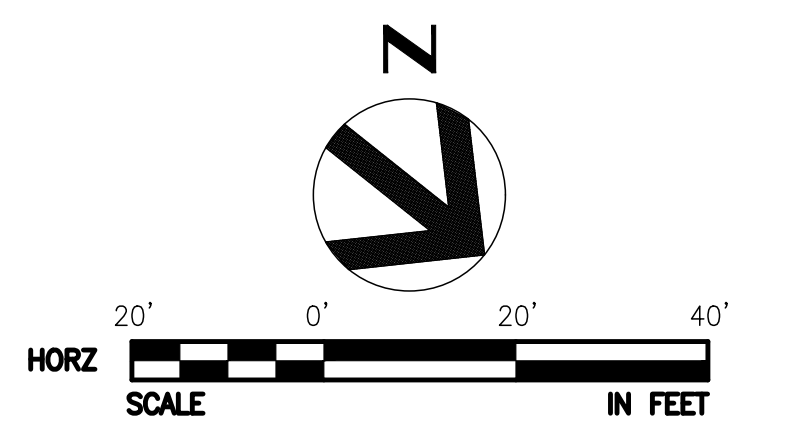
LEGEND

-  JOINT UTILITY TRENCH
-  SERVICE TRENCH

NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY



COORDINATION WITH PRIVATE UTILITIES IS ONGOING. PLANS WILL BE UPDATED IN NEXT SUBMITTAL.



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976




CITY OF TUMWATER
OLD HWY 99 AND 79TH AVE
ROUNDAABOUT
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)

UTILITY UNDERGROUNDING PLANS

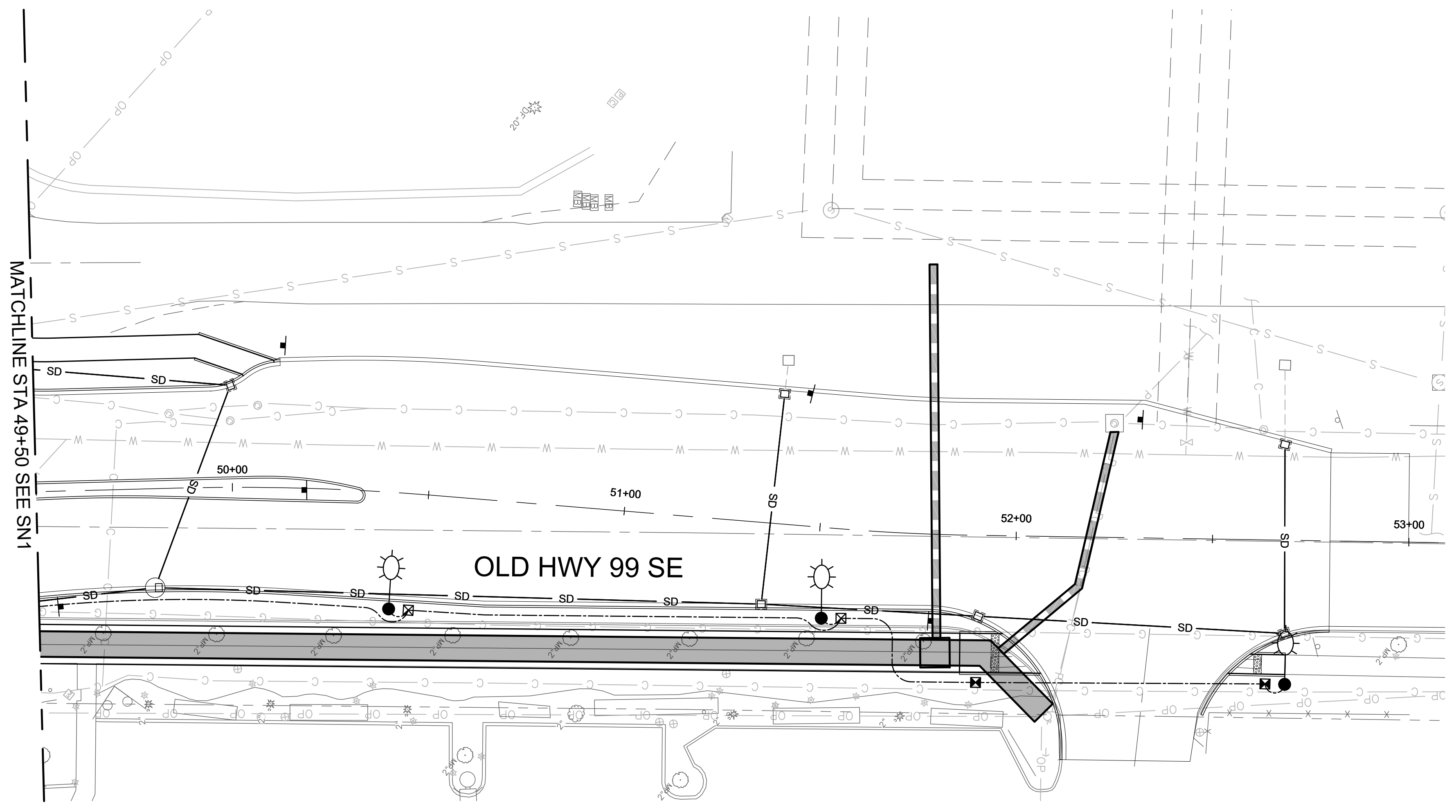
0 1" 2"

FILENAME | 10371976-RUT101.DWG | SHEET
SCALE | AS SHOWN | **UT2**
43 OF 69

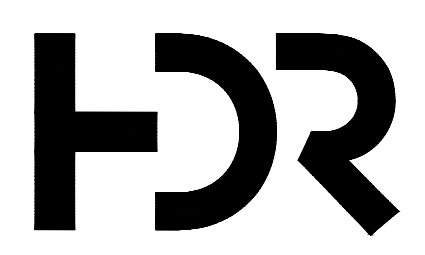
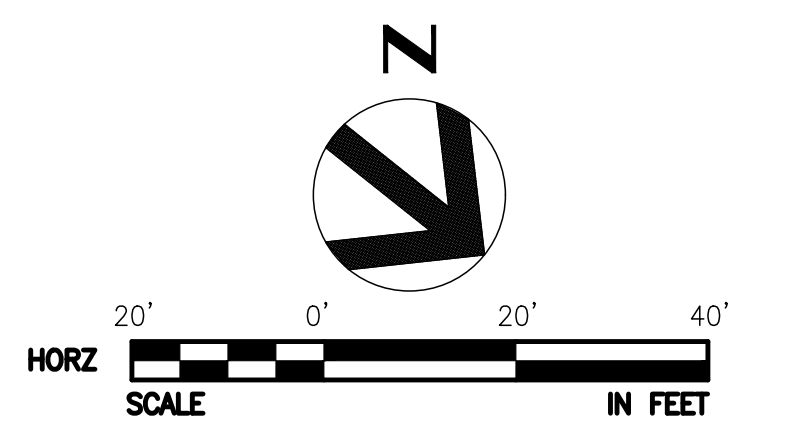
LEGEND

-  JOINT UTILITY TRENCH
-  SERVICE TRENCH

NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY



COORDINATION WITH PRIVATE UTILITIES IS ONGOING. PLANS WILL BE UPDATED IN NEXT SUBMITTAL.



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976



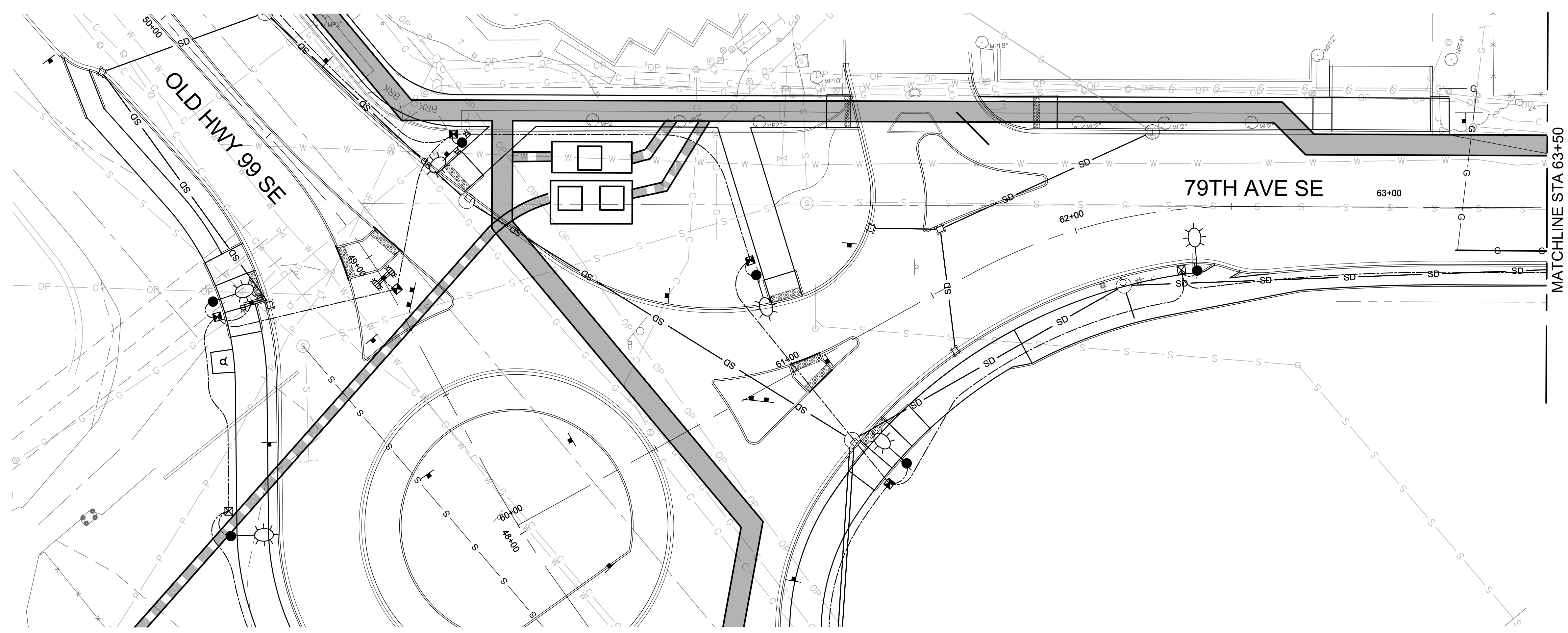
CITY OF TUMWATER
OLD HWY 99 AND 79TH AVE
ROUNDBOUT
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)

UTILITY UNDERGROUNDING PLANS

0 1" 2" SCALE AS SHOWN

FILENAME | 10371976-RUT101.DWG
 SCALE | AS SHOWN

SHEET
UT3
 44 OF 69

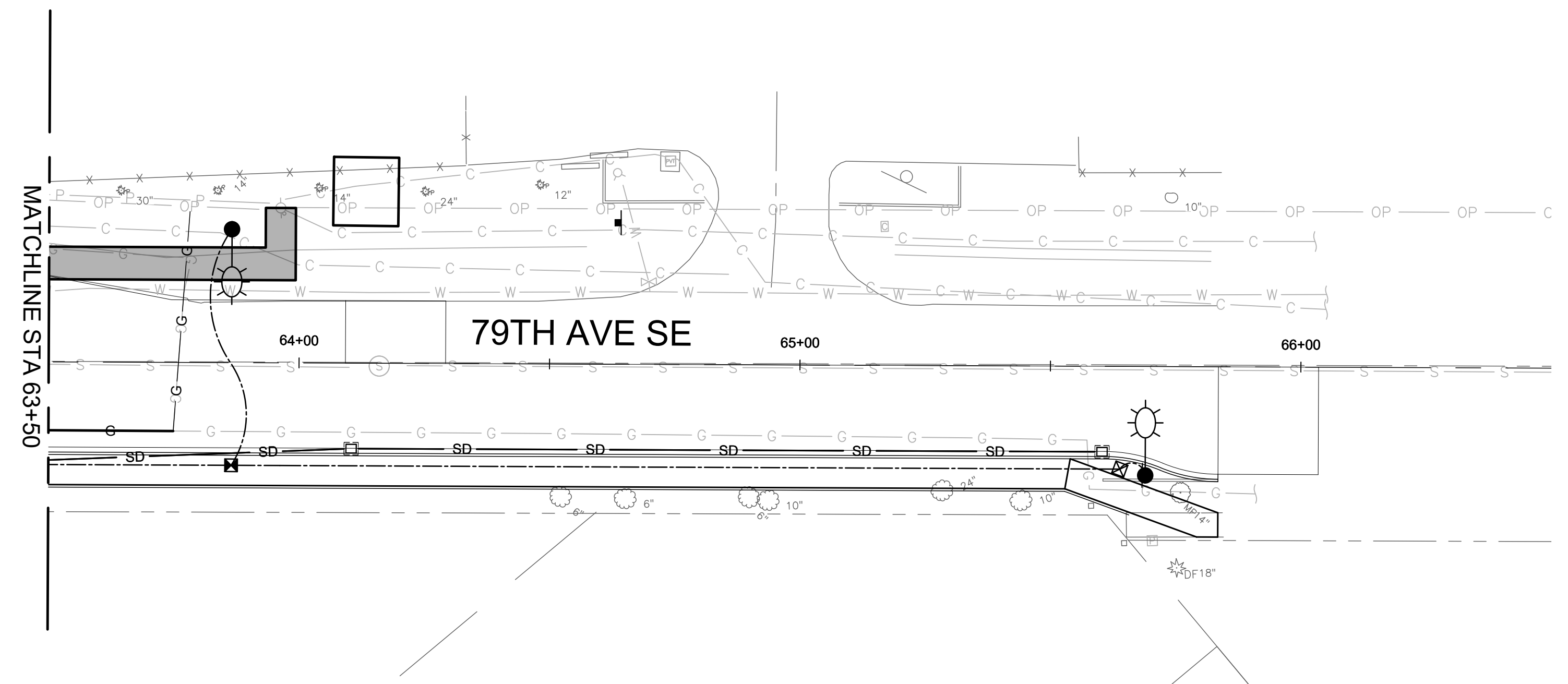


LEGEND

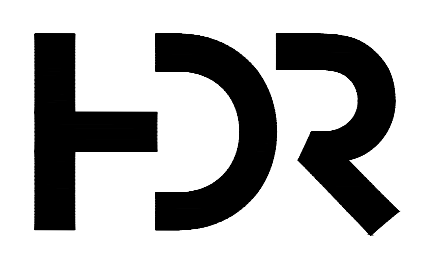
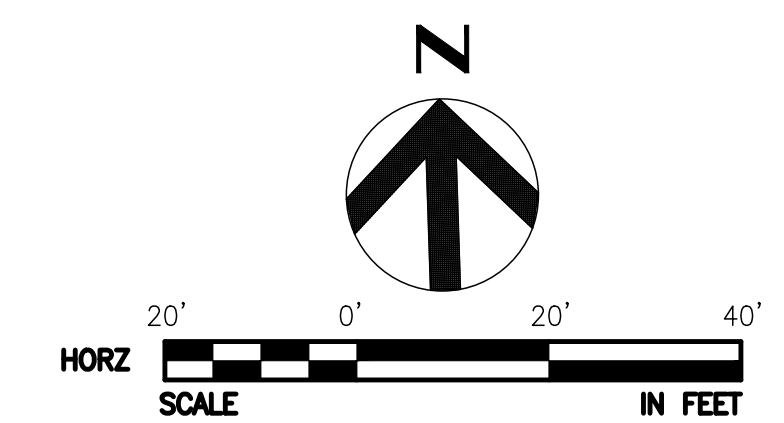
JOINT UTILITY TRENCH

SERVICE TRENCH

NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY



COORDINATION WITH PRIVATE UTILITIES IS ONGOING. PLANS WILL BE UPDATED IN NEXT SUBMITTAL.



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	----
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	----
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976




CITY OF TUMWATER
OLD HWY 99 AND 79TH AVE
ROUNDAABOUT
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)


UTILITY UNDERGROUNDING PLANS

0 1" 2"

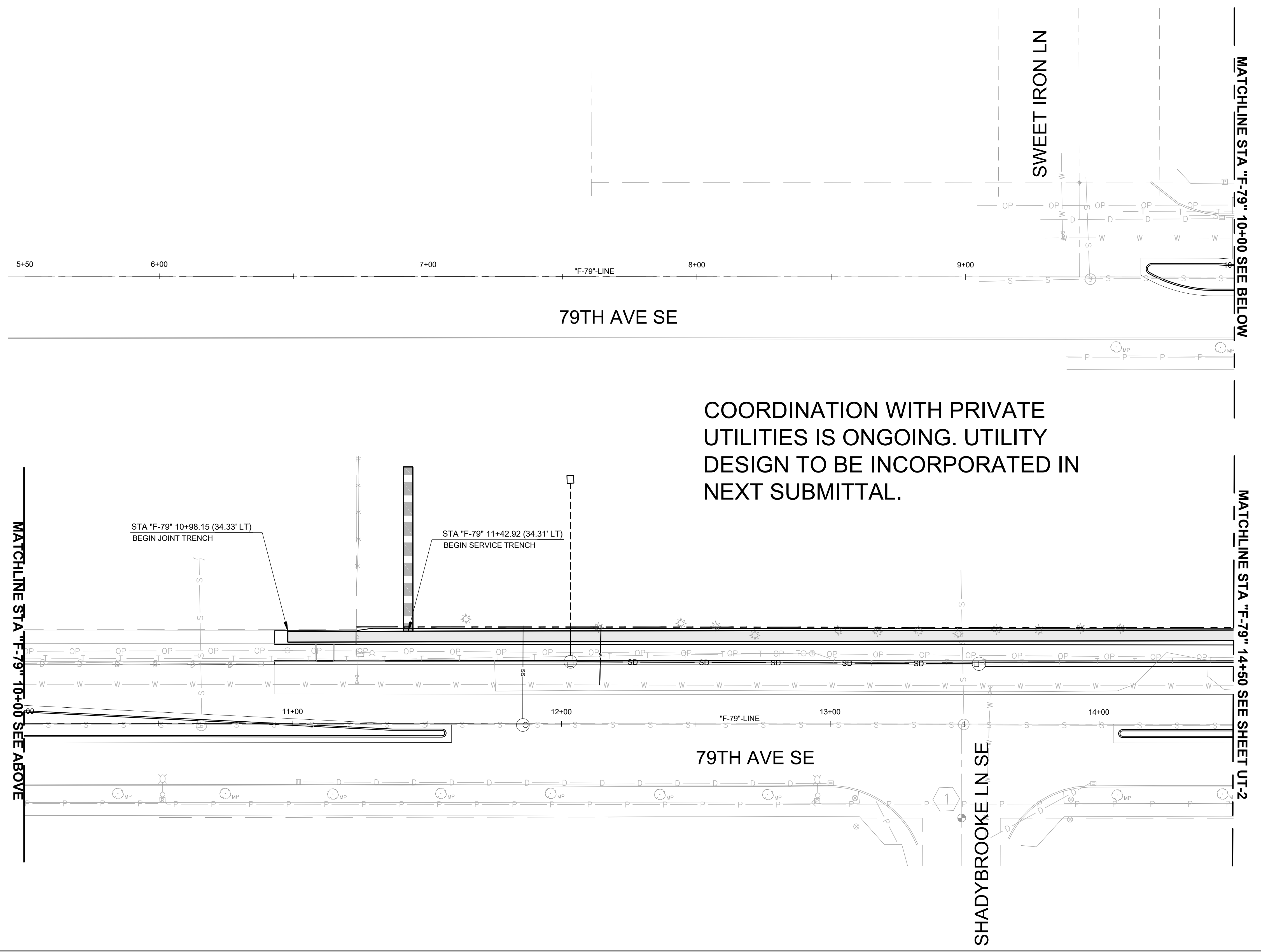
FILENAME | 10371976-RUT101.DWG | SHEET
 SCALE | AS SHOWN | **UT4**
 45 OF 69

LEGEND

 JOINT UTILITY TRENCH

 SERVICE TRENCH

NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY

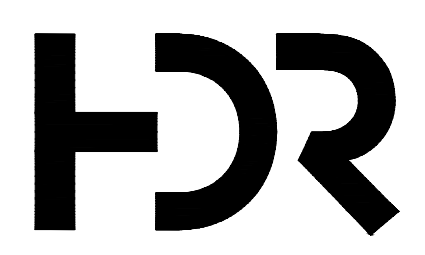


N

HORZ SCALE 20' 0' 20' 40' IN FEET

811

Know what's below. Call before you dig.



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976



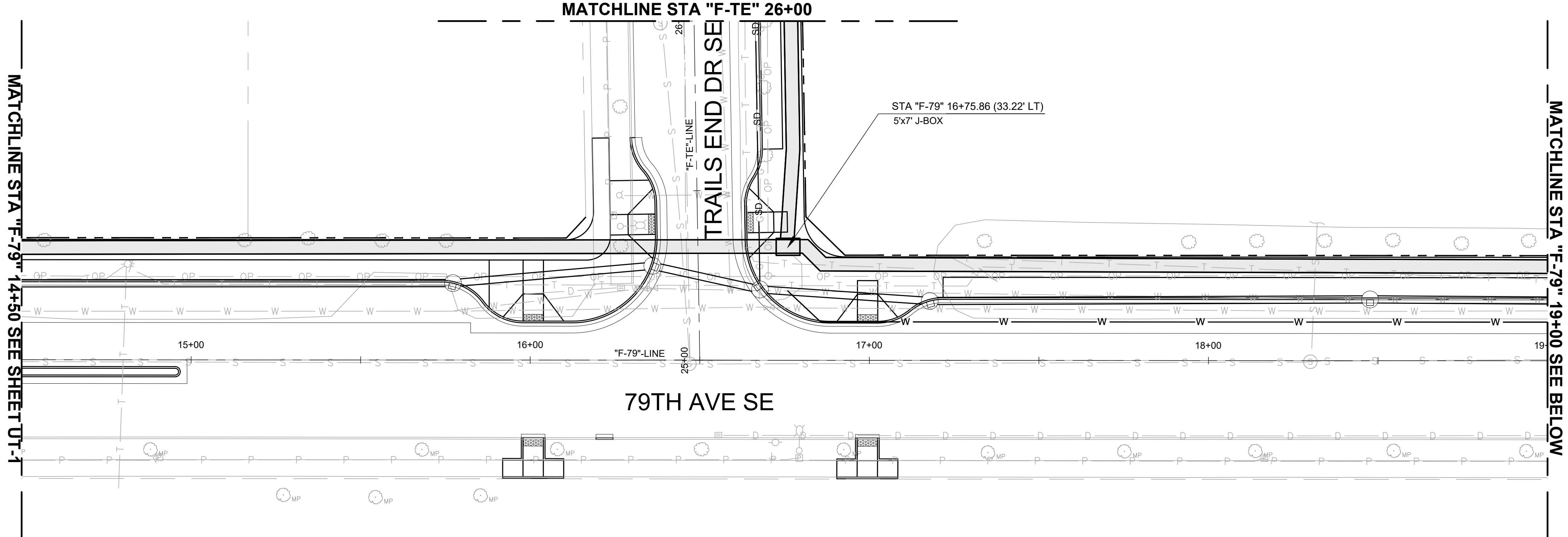
CITY OF TUMWATER
79TH AND TRAILS END FRONTAGE
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)

79TH AND TRAILS END FRONTAGE UTILITY UNDERGROUNDING PLANS

0 1" 2" SCALE AS SHOWN

FILENAME 10371976-FUT101.DWG
SCALE AS SHOWN

SHEET **UT1**
45 OF 65



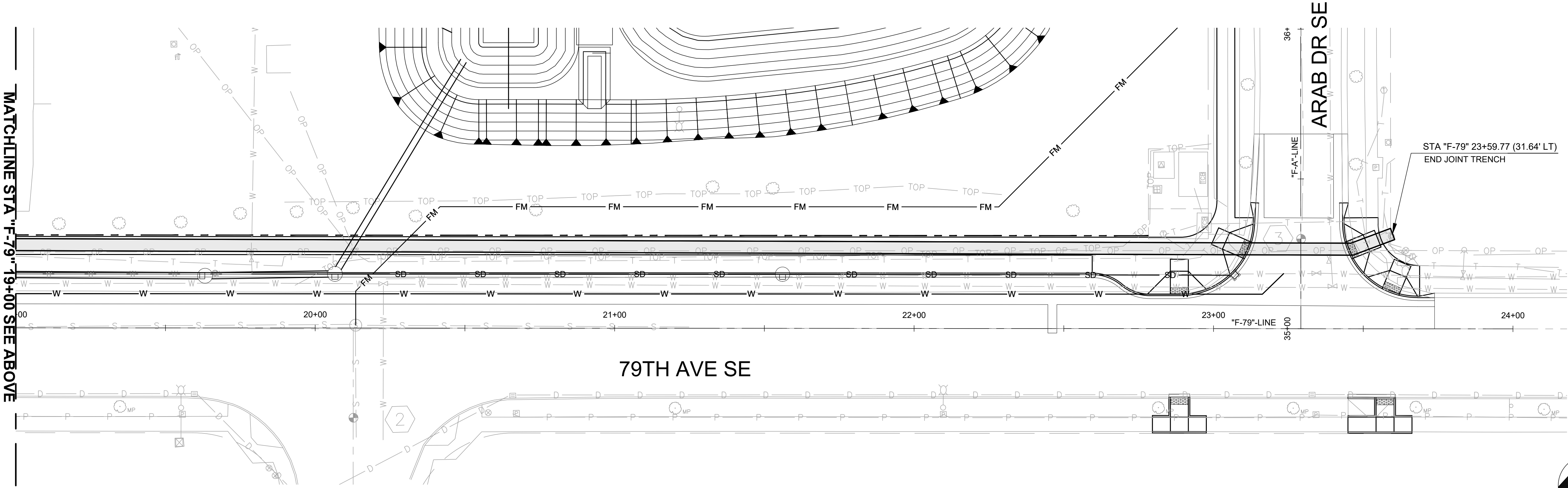
LEGEND

JOINT UTILITY TRENCH

SERVICE TRENCH

NOTE: SEE PSE PLANS FOR LIMITS OF SERVICE TRENCH WORK OUTSIDE OF CITY RIGHT OF WAY

COORDINATION WITH PRIVATE UTILITIES IS ONGOING. UTILITY DESIGN TO BE INCORPORATED IN NEXT SUBMITTAL.

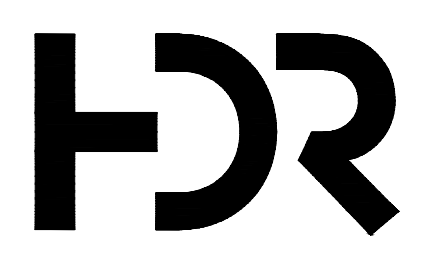


N

HORZ SCALE 20' 0' 20' 40' IN FEET

811

Know what's below. Call before you dig.



ISSUE	DATE	DESCRIPTION

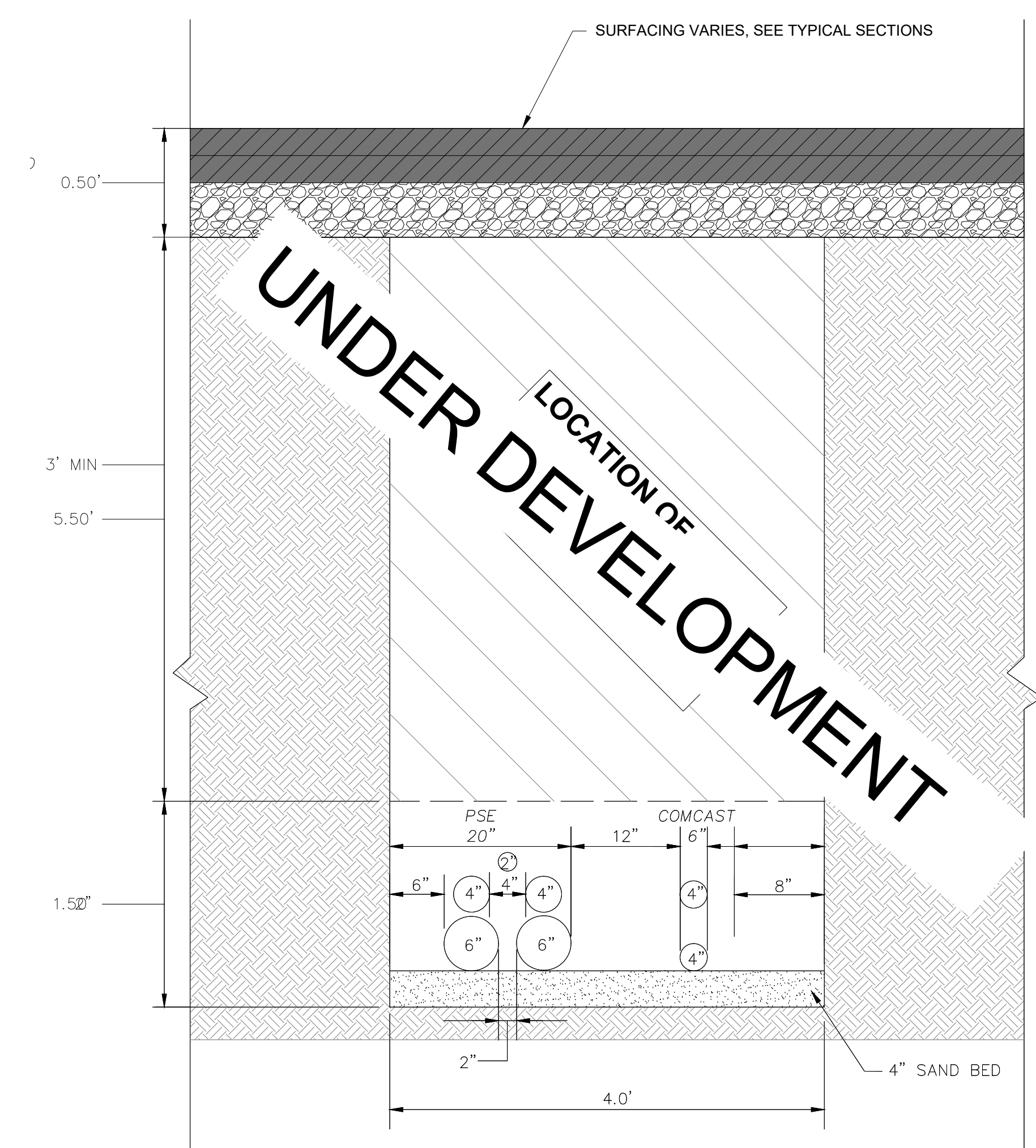
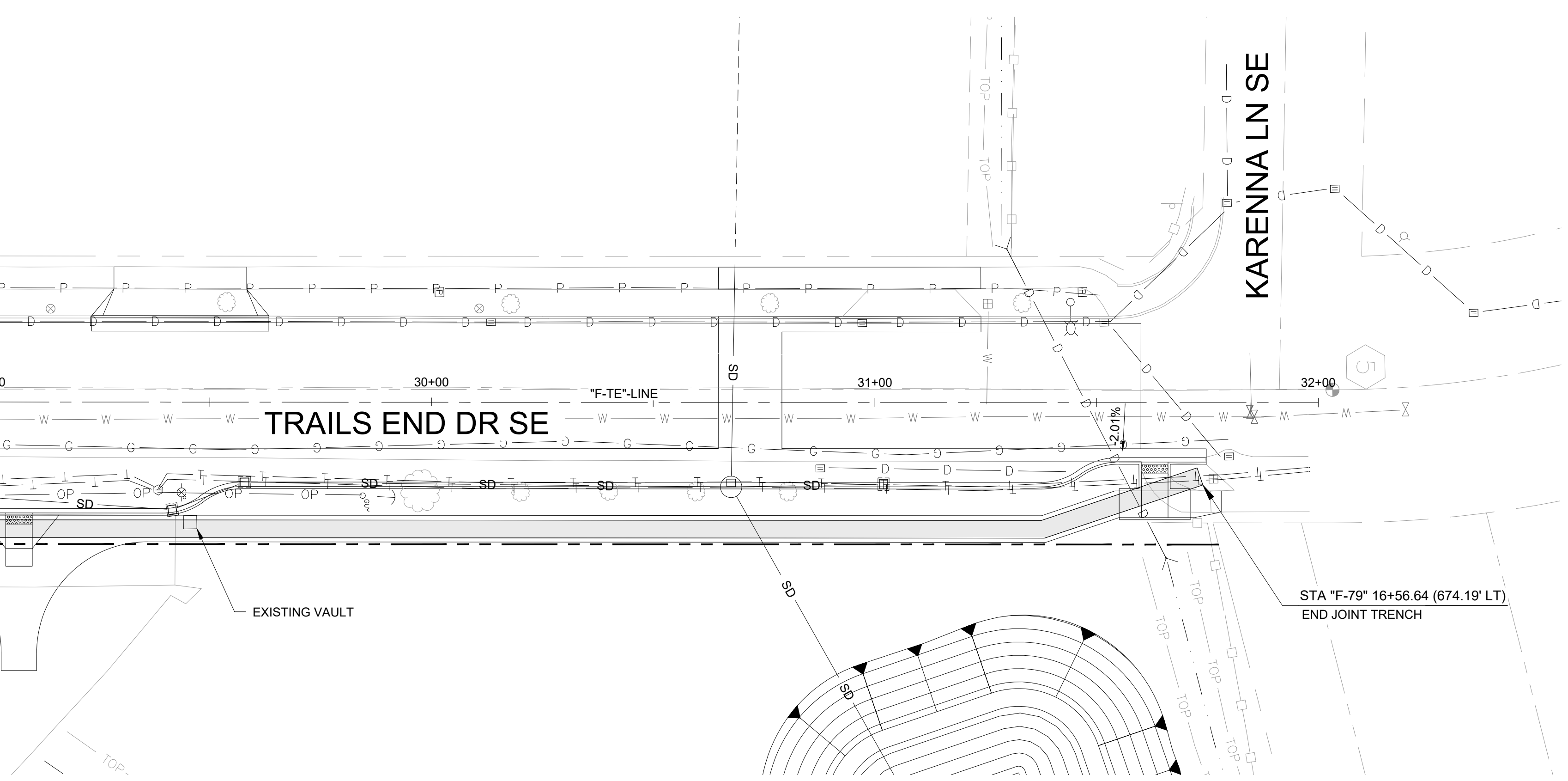
PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	MASON SKINNER
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976



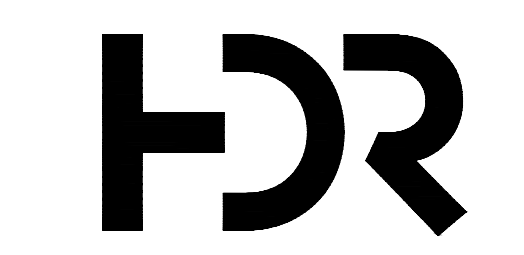
CITY OF TUMWATER
79TH AND TRAILS END FRONTAGE
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)

79TH AND TRAILS END FRONTAGE UTILITY UNDERGROUNDING PLANS

FILENAME 10371976-FUT101.DWG SHEET **UT2**
 SCALE AS SHOWN 46 OF 65



COORDINATION WITH PRIVATE UTILITIES IS ONGOING. UTILITY DESIGN TO BE INCORPORATED IN NEXT SUBMITTAL.



ISSUE	DATE	DESCRIPTION

PROJECT MANAGER	BRAD SHEA
DESIGNED BY	CAMERON FRENCH
DESIGNED BY	LOGAN SOUSA
DRAWN BY	JOHN MCGLAMERY
DRAWN BY	
REVIEWED BY	MASON SKINNER
PROJECT NUMBER	10371976



CITY OF TUMWATER
79TH AND TRAILS END FRONTAGE
DRAFT FINAL PLANS
(NOT FOR CONSTRUCTION)

79TH AND TRAILS END FRONTAGE UTILITY UNDERGROUNDING PLANS

FILENAME | 10371976-FUT101.DWG | SHEET
SCALE | AS SHOWN | UT3
47 OF 65

**SCHEDULE 74 UNDERGROUND CONVERSION
Project Construction Agreement**

Project Name: OLD HWY 99 SE & 79TH AVE SE RAB & TRAILS END/79TH UNDERGROUNDING
Project Number:

THIS Agreement, dated as of this ____ day of _____, 202__, is made by and between The City of Tumwater, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of June 19th 2019 (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

- i) Cost of Conversion;
- ii) Public Thoroughfare;
- iii) Temporary Service;
- iv) Trenching and Restoration;
- v) Underground Distribution System; and
- vi) Underground Service Lines.

(b) "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

Construction Agreement, Attachment "B" to Schedule 74, Page 1
OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

- (c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.
- (h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.
- (i) "Party" shall mean either the Company, the Government Entity, or both.
- (j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.
- (k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.
- (l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.
- (m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such

Private Property Conversion, as determined consistent with the applicable Company distribution facilities replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

- (n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.
- (o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.
- (p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.
- (q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.
- (r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).
- (s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).
- (t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

- (a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):
- i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
 - ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
 - iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.
- (b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.
- (c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.
- (d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

- (a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):
- i) provide the Trenching and Restoration;
 - ii) perform the surveying for alignment and grades for ducts and vaults; and
 - iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.
- (b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.
- (c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

- (d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.
- (e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

- (a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.
- (b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.
- (c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

- (a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.
- (b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.
- (c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further

Construction Agreement, Attachment "B" to Schedule 74, Page 5
 OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

- (d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

- (a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:
- i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
 - ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
 - iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
 - iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
 - v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
 - vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
 - vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.
- (b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:
- i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
 - ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
 - iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

- (c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.
- (d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.
- (e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

- (a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.
- (b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.
- (c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by

Construction Agreement, Attachment "B" to Schedule 74, Page 7
 OLD HWY 99 SE & 79TH AVE SE RAB IMPROVEMENT

or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

- (a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.
- (b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

- (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.
- (b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.
- (c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

- (d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

- (a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of \$2,000,000 per occurrence and \$2,000,000 aggregate for personal injury; and \$2,000,000 per occurrence/aggregate for property damages, and professional liability insurance in the amount of \$2,000,000.
- (b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.
- (c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

- (a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.
- (b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

- (c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.
- (d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.
- (e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.
- (f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.
- (g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.
- (h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.
- (i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.
- (j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.
- (k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

TO: City Council
 FROM: Colby Fletcher, Construction Engineer
 DATE: April 1, 2025
 SUBJECT: Construction Contract with Northwest Cascade, Inc. for the Linwood Ave Sidewalk, Susitna Ln to 2nd Ave project, Request for Additional Construction Funds

1) Recommended Action:

Approve and authorize the increase to the Transportation and Engineering Director's change order authority under Tumwater Municipal Code 2.14.060 from 10% to 20% for the Linwood Ave Sidewalk, Susitna Ln to 2nd Ave project. This was recommended for approval on the consent calendar at the March 20, 2025 Public Works Committee meeting.

2) Background:

The Linwood Ave Sidewalk, Susitna Ln to 2nd Ave project addresses pedestrian and bicycle safety improvements. The project includes construction of new sidewalks and infill sections of missing sidewalk along Linwood Ave and adjacent streets to complete a walkable path between residential neighborhoods and Michael T. Simmons elementary school. Other improvements include upgrades to existing sidewalk ramps to current ADA standards, concrete driveways, stormwater improvements, asphalt pavement overlay, roadway pavement marking, and signage upgrades.

This project is currently under construction and expected to be completed by late Spring 2025.

The City Council awarded the project on July 16, 2024, to Northwest Cascade, Inc. with their official bid of \$1,451,572.00. Per Tumwater Municipal Code (TMC) 2.14.060, Public works – Change order authority, *“The director of public works or the department director of the project department is authorized to approve any contract change order, provided the total construction costs with the change order do not exceed the contract bid amount by more than ten percent.”* Current estimates indicate construction costs will exceed the contract bid amount by 20 percent, which exceeds the authority provided to staff under TMC 2.14.060. Staff are proactively requesting an increase in change order authority based on projected total cost to avoid claims for delayed payment.

There are many factors that have contributed to increases for this project included but not limited to; additional work to rebuild the intersection at Linwood Ave and 7th Ave in order to improve Intercity Transit useability and move the route using 6th Ave back to the historical route on 7th Ave, additional roadway repairs, unknown utility conflicts, discovery of unknown obstructions and obstacles.

3) Policy Support:

Create and Maintain a Transportation System Safe for All Modes of Travel – Bike and Pedestrian System Improvements.

4) Alternatives:

- Reject the request for additional funds and do not complete project construction.
-

5) Fiscal Notes:

The project is funded in part by the Transportation Improvement Board (TIB) Fuel Tax Agreement. A total of \$393,750 has been awarded to this project. Local funding match comes from the TBD and Transportation CFP.



6) Attachments:

- A. Project Overview

LINWOOD AVENUE SIDEWALK, SUSITNA LANE TO 2ND AVENUE



LEGEND

-  SIDEWALK/DRIVEWAY/ADA RAMP IMPROVEMENTS
-  MILL AND INLAY

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability (WRS) Director
 DATE: April 1, 2025
 SUBJECT: Acceptance of Work for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College (SPSCC)

1) Recommended Action:

Approve and authorize the acceptance of work of the Tenant Improvements of the City of Tumwater Office Space at SPSCC project via City Council consent calendar, deeming the project as complete, and authorize the release of the bonds and retainage funds as soon as the laws of the state of Washington allow. This item was recommended for approval by the Public Works Committee at their March 20, 2025 meeting.

2) Background:

During the 2023-2024 biennium, Council authorized moving limited staff from City Hall to an offsite location due to space constraints at City Hall and a growing workforce. Following an extensive search across the city for office space, the City signed a 5-year lease with SPSCC to site WRS Administrative Division office and technical workspaces. On February 1, 2024, the City executed a Small Works Contract with JA Morris, Inc. to complete the necessary remodel of two existing classrooms into a functional workspace for WRS, which also includes a staff kitchen area and a conference room accessible to all City departments. This project provides expanded space for new staff and an increase in parking for staff, fleet vehicles, and the public at City Hall. In addition, WRS is implementing a robust internship program in partnership with SPSCC and the Tumwater School District to support developing expertise in public and environmental health for future decades.

3) Policy Support:

- * Refine and Sustain a Great Organization
 - * 2023-2024 Budget Priorities
-

4) Alternatives:

- None. Project is complete and all administrative requirements have been met.
-

5) Fiscal Notes:

Project funding was split between the Drinking Water (40%), Sanitary Sewer (20%), and Storm Drain (40%) funds. The total project cost, \$273,095.00, was approximately \$25,800 lower than the bid and was completed on time. With tax, the total project cost \$299,739.00. Staff moved into the new space on May 20, 2024.

6) Attachments:

N/A

TO: City Council
FROM: Steve Craig, WRS Utilities Operations Manager
DATE: April 1, 2025
SUBJECT: Acceptance of Work for the Palermo Security Fencing Replacement Project

1) Recommended Action:

Approve and authorize the acceptance of work of the Palermo Security Fencing Replacement project via City Council consent calendar, deeming the project as complete, and authorize the release of the bonds and retainage funds as soon as the laws of the state of Washington allow. This item was recommended for approval by the Public Works Committee at their March 20, 2025 meeting.

2) Background:

The project included the replacement and improvement of 1,180 linear feet of existing perimeter security fencing that surrounds the Palermo drinking water production and treatment facility.

The existing perimeter security fence was removed and replaced with new fencing meeting current security standards for drinking water facilities. Site access control measures were also improved to prevent unauthorized access.

The Public Works Contract with the lowest responsive bidder, West Coast Fence Pros LLC, was signed on September 26, 2024, for \$162,631.32. Work on this project is complete, and the final contract total is \$162,659.82.

3) Policy Support:

- * Safe Drinking Water Act
 - * American Water Infrastructure Act
-

4) Alternatives:

- None. Project is complete and all administrative requirements have been met.
-

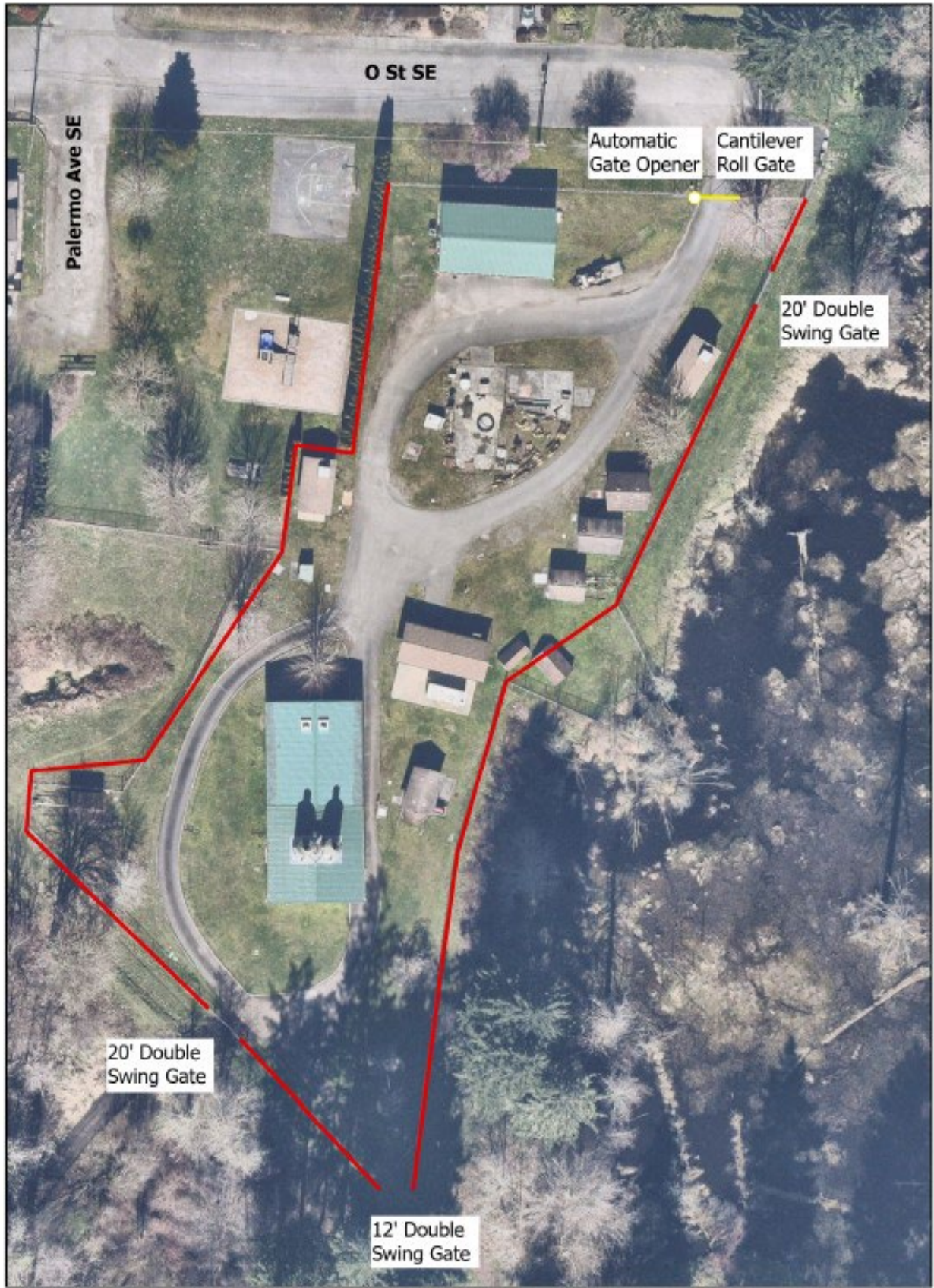
5) Fiscal Notes:

Full project funding in the amount of \$162,659.82 was provided by the Drinking Water fund.

6) Attachments:

- A. Project Overview

Attachment A, Palermo Project Overview



TO: City Council
FROM: Michael Matlock, Community Development Director
DATE: April 1, 2025
SUBJECT: Community Development Department Annual Report

1) Recommended Action:

None, this is an informational item to brief the City Council on the efforts of the department in 2024.

2) Background:

The Community Development Department supports the city mission and strategic priorities of Building a Community Recognized for Quality, Compassion and Humanity and Be a Leader in Environmental Health and Sustainability by providing long-range comprehensive planning and development review. Long range planning supports the City Council and Planning Commission in addressing state and local requirements for researching, processing and staffing for policy and code development, comprehensive planning projects, and annexations. Development review includes reviewing and processing permit applications, environmental and critical area analysis, land division, and building, plumbing, mechanical and life safety inspections.

3) Policy Support:

City Council Strategic Priorities and Council Goals 2025 - 2026

- Refine and Sustain a Great Organization

4) Alternatives:

None.

5) Fiscal Notes:

This is an internally funded item.

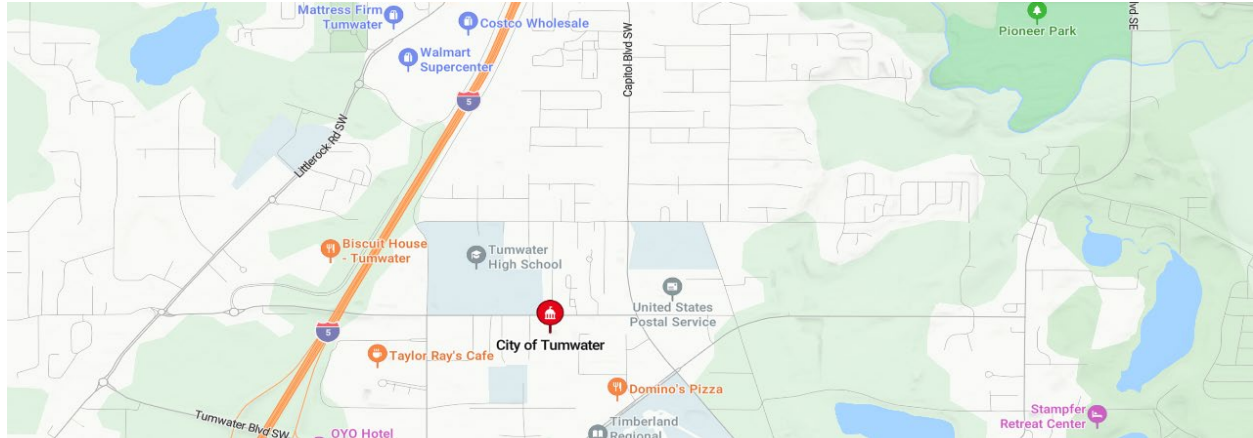
6) Attachments:

A. Community Development Department 2024 Annual Report
B. Annual report Powerpoint.

DEPARTMENT ANNUAL REPORT

2024 YEAR IN REVIEW

Michael Matlock, Community Development Director



ABOUT THE DEPARTMENT

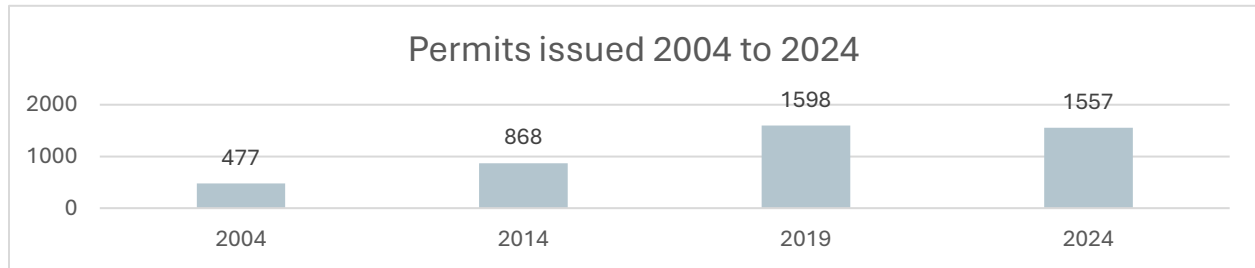
The Community Development Department supports the city mission and strategic priorities of Building a Community Recognized for Quality, Compassion and Humanity and Be a Leader in Environmental Health and Sustainability by providing long-range comprehensive planning and development review. Long range planning supports the City Council and Planning Commission in addressing state and local requirements for researching, processing and staffing for policy and code development, comprehensive planning projects, and annexations. Development review includes reviewing and processing permit applications, environmental and critical area analysis, land division, and building, plumbing, mechanical and life safety inspections.

ACCOMPLISHMENTS

- Helped the City Council to adopt a significant overhaul of the permitting process to comply with new state requirements for permit review.
- Made significant progress on the state required 10-year Comprehensive Plan and Development Code update addressing how the City will accommodate more than 21,000 new residents by 2045 through actions related to affordable housing, climate, transportation and capital facility needs, and conservation.
- Adopted updates to the Thurston County Hazards Mitigation Plan and floodplain regulations to protect the lives and property of the community.
- Led the way in responding to concerns of many problems with the proposed Wildland Urban Interface state building code amendments.
- Secured a \$2 million grant for the purchase of prairie land to support required mitigation of a federally listed species.

DEPARTMENT ANNUAL REPORT

BY THE NUMBERS



In 2024, there were:

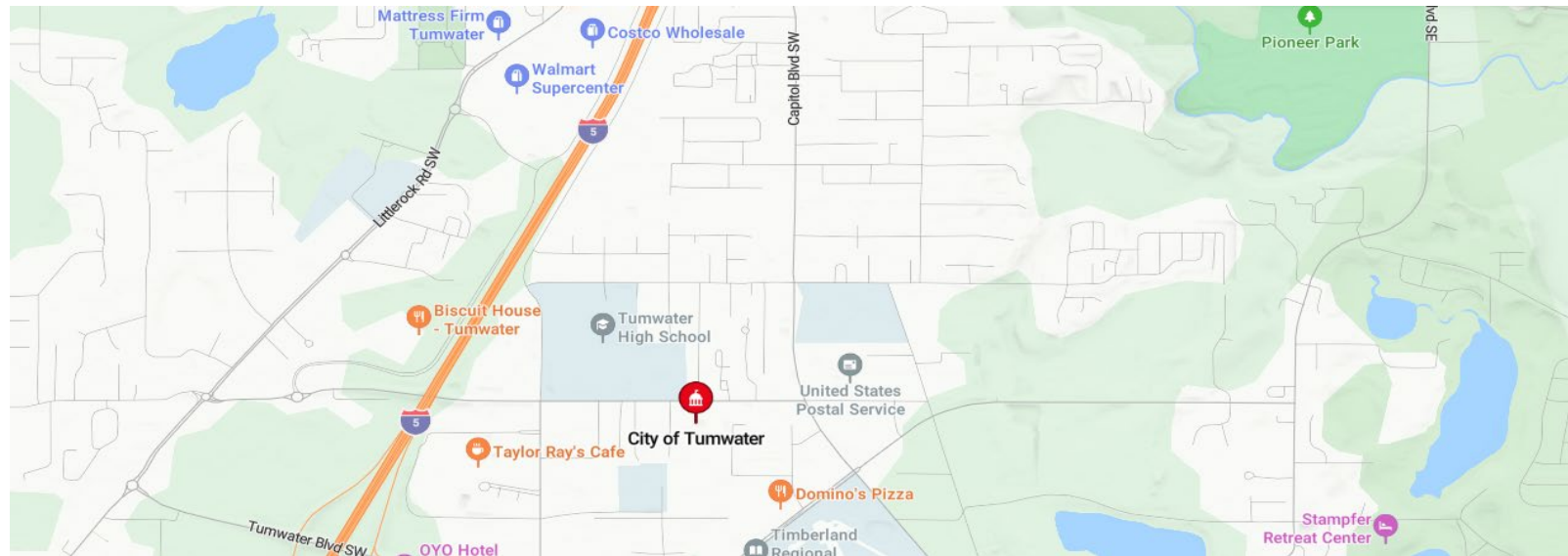
- 1,557 permits issued.
- 87 single-family permits issued with a value of \$20,915,837.
- 8 commercial permits issued with a value of \$21,572,295.
- 540 Multi-family units currently in permit review.
- 8,115 building and planning inspections conducted.
- \$700,000 in state and federal grants awarded for brownfield environmental assessments for the brewery and WSDOT properties.
- \$620,000 in state grant funds awarded for the 10-year update of the Comprehensive Plan. We also processed over 100 building permits in a 2 week period in response to Energy Code Update in March 2024. Additionally, we had \$410,000 in state grant funds awarded for Phase 4 of the development of the Bush Prairie Habitat Conservation Plan.

DIVISION NEWS

This has been a challenging environment for hiring planners, but we hired one after a full year of recruitment efforts, including three separate recruitments for the one position. A protracted hiring process also meant reduced staff capacity until the position could be filled. In December, we were finally able to secure the services of a great planner. We were also able to work with City Administrator Parks to reset and restart work on the Habitat Protection Plan for endangered species in Tumwater after a series of setbacks with the U.S. Fish and Wildlife Service centered around the federal recovery plan for the Olympia Pocket Gopher.

GOALS FOR 2025-2026

- Implement a new permit processing system.
- Continue to support the Regional Housing Council.
- Complete the 10-year Comprehensive Plan and Development Code update.
- Prepare and adopt a food security plan.
- Prepare and adopt amendments to the tree and vegetation protection regulations.
- Prepare a public draft of the Bush Prairie Habitat Conservation Plan and start environmental review.



2024 Year in Review

Michael Matlock, Community Development Director



About the Department

- The Community Development Department has a key role in the city's environmental health and sustainability by providing long-range comprehensive planning and development review.
- Long range planning supports the City Council and Planning Commission by staffing policy and code development, comprehensive planning, and annexations.
- Development review includes reviewing and processing permit applications, environmental and critical area analysis, land division, and building, plumbing, mechanical and life safety inspections.



Accomplishments

- Helped the City Council to adopt a significant overhaul of the permitting process to comply with new state requirements for permit review.
- Made significant progress on the state required 10-year Comprehensive Plan and Development Code update addressing how the City will accommodate more than 21,000 new residents by 2045 through actions related to affordable housing, climate, transportation and capital facility needs, and conservation.



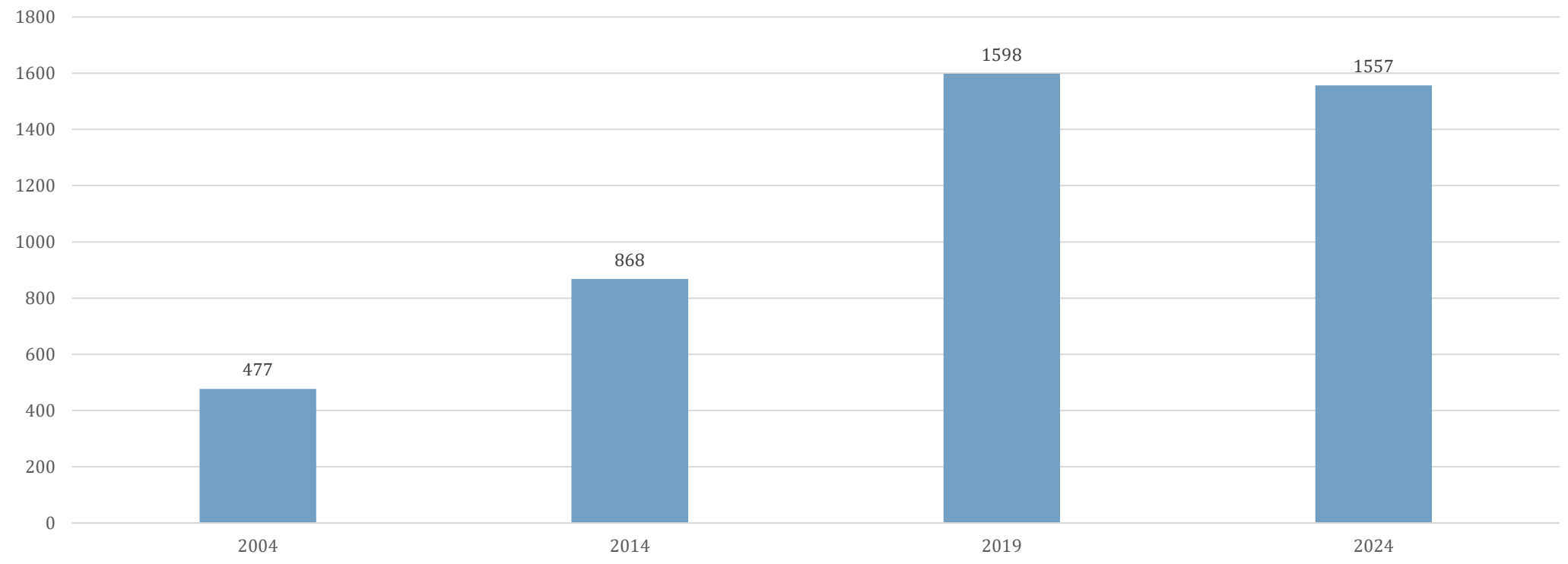
Accomplishments

- Adopted updates to the Thurston County Hazards Mitigation Plan and floodplain regulations to protect the lives and property of the community.
- Led the way in responding to concerns of many problems with the proposed Wildland Urban Interface state building code amendments.
- Secured a \$2 million grant for the purchase of prairie land to support required mitigation of a federally listed species.



By the Numbers

Permits issued 2004 to 2024



In 2024, there were:

- 1,557 permits issued.
- 87 single-family permits issued with a value of \$20,915,837.
- 8 commercial permits issued with a value of \$21,572,295.
- 540 Multi-family units currently in permit review.
- 8,115 building and planning inspections conducted.
- \$700,000 in state and federal grants awarded for brownfield environmental assessments for the brewery and WSDOT properties.
- \$620,000 in state grant funds awarded for the 10-year update of the Comprehensive Plan. We also processed over 100 building permits in a 2 week period in response to Energy Code Update in March 2024.
- \$410,000 in state grant funds awarded for Phase 4 of the development of the Bush Prairie Habitat Conservation Plan.



Overcoming Obstacles

- This has been a challenging environment for hiring planners, we hired an Associate Planner in the long range division one after a full year of recruitment efforts, including three separate recruitments for the one position.
- We were also able to work with City Administrator Parks to reset and restart work on the Habitat Protection Plan for endangered species in Tumwater after a series of setbacks with the U.S. Fish and Wildlife Service centered around the federal recovery plan for the Olympia Pocket Gopher.

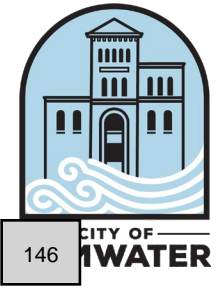


Goals for 2025-2026

- Implement a new permit processing system.
- Continue to support the Regional Housing Council.
- Complete the 10-year Comprehensive Plan and Development Code update.
- Prepare and adopt a food security plan.
- Prepare and adopt amendments to the tree and vegetation protection regulations.
- Prepare a public draft of the Bush Prairie Habitat Conservation Plan and start environmental review.



Questions?



TO: City Council
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: April 1, 2025
SUBJECT: Water Resources & Sustainability Update

1) Recommended Action:

None. This item is informational only.

2) Background:

Water Resources & Sustainability (WRS) Director will provide a review of projects and programs undertaken in 2024, along with notable accomplishments and successes afforded by the thirty-six men and women of the WRS Administration, Operations, and Sustainability divisions.

3) Policy Support:

- Excellence | We strive for excellence and integrity in providing City services.
 - Be a Leader in Environmental Health and Sustainability
 - Refine and Sustain a Great Organization
-

4) Alternatives:

N/A

5) Fiscal Notes:

N/A

6) Attachments:

A. N/A