



**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, August 19, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: International Overdose Awareness Day, August 31, 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 Strategic Planning Retreat Minutes, June 7, 2025
 - [b.](#) Approval of Minutes: City Council Strategic Planning Retreat Minutes, June 28, 2025
 - [c.](#) Approval of Minutes: City Council Works Session, July 8, 2025
 - [d.](#) Approval of Minutes: City Council, July 15, 2025
 - [e.](#) Approval of Minutes: City Council Work Session, July 22, 2025
 - [f.](#) Payment of Vouchers (Finance Department)
 - [g.](#) Department of Enterprise Services (DES) Contract Usage Agreement (Finance Department)
- 7. Public Hearings:**
 - [a.](#) Resolution No. R2025-011, 93rd Avenue SW and Case Road SW Annexation (Community Development Department)
- 8. Council Considerations:**
 - [a.](#) Community Survey Results (Executive Department)
 - [b.](#) Real Estate Contract with LOTT for Purchase of Deschutes Valley Properties (Water Resources and Sustainability Department)
- 9. 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)

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. 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 828 0944 2158 and Passcode 481118.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 828 0944 2158 and Passcode 481118.

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_uHvV_VeiR2q7SBdcNWmWkA

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, observed on August 31st every year, International Overdose Awareness Day seeks to create a better understanding of overdose, reduce the stigma of drug-related deaths, and create change that reduces the harms associated with drug use; and

WHEREAS, overdose deaths occur in all communities among people from every walk of life; and

WHEREAS, overdose deaths are preventable and can be caused by alcohol, over-the-counter medicine, stimulants, opioids, and other substances; and

WHEREAS, like many places across Washington State, we need to continue to treat drug-related harm as a public health issue and invest in best practices that save lives and build communities; and

WHEREAS, anyone can visit the statewide resource www.stopoverdose.org to obtain naloxone, an opioid overdose reversal medication, and Recovery Help Line at 1-866-789-1511 for 24-hour information and help; and

WHEREAS, Tumwater stands beside those who have lost loved ones to an overdose and who have a substance use disorder and are diligently working toward recovery; and

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

August 31, 2025

International Overdose Awareness Day

and I call upon the people of the City of Tumwater to join with me in raising awareness around drug overdose by reducing stigma through initiatives related to education, prevention, treatment and recovery support for substance use disorder.

Signed in the City of Tumwater, Washington, and recognized on this 19th day of August in the year, two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan

Mayor

TUMWATER CITY COUNCIL STRATEGIC PLANNING RETREAT

MINUTES OF MEETING

June 7, 2025 Page 1

CONVENE: 9:00 a.m.

PRESENT: Mayor Debbie Sullivan Councilmembers Peter Agabi, Michael Althausser, Joan Cathey, Leatta Dahlhoff, Eileen Swarhout & Kelly Von Holtz.

Excused: Councilmember Angela Jefferson

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Acting Police Chief Jay Mason, Fire Chief Brian Hurley, Administrative Services Director Michelle Sutherland, Community Development Director Brad Medrud, Finance Director Troy Niemeyer, Information Services Technology Director Lance Inman Parks and Recreation Director Chuck Denney, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Communications Manager Jason Wettstein and Executive Assistant Brittaney McClanahan.

Facilitator: Amy Leneker

WELCOME, GOALS & AGREEMENTS FOR THE DAY, COUNCIL WORKING DYNAMICS & DEPARTMENT UPDATES:

Administrator Parks and Mayor Sullivan welcomed the Council and staff. Administrator Parks introduced Amy Leneker, the facilitator for the strategic planning retreat. The goals and agreements for the day were discussed.

Facilitator Leneker lead a discussion on council working dynamics with the Mayor, Councilmembers, Administrator Parks and Attorney Kirkpatrick.

Councilmember Swarhout arrived at the meeting at 12:00 p.m.

Directors provided updates for their department.

ADJOURNMENT: **The strategic planning retreat was adjourned at 3:30 p.m.**

Prepared by Melody Valiant, City Clerk

**TUMWATER CITY COUNCIL STRATEGIC PLANNING RETREAT
MINUTES OF MEETING
June 28, 2025 Page 1**

CONVENE: 9:00 a.m.

PRESENT: Mayor Debbie Sullivan Councilmembers Peter Agabi, Michael Althausen, Leatta Dahlhoff, Angela Jefferson & Kelly Von Holtz.

Excused: Councilmembers Joan Cathey & Eileen Swarthout

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Acting Police Chief Jay Mason, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Services Technology Director Lance Inman Parks and Recreation Director Chuck Denney, Water Resources and Sustainability Director Dan Smith, Communications Manager Jason Wettstein and Executive Assistant Brittany McClanahan.

Facilitator: Amy Leneker

**WELCOME,
VISION, MISSION &
BELIEFS &
STRATEGIC GOALS**

Administrator Parks and Mayor Sullivan welcomed the Council and staff. Facilitator Leneker lead a discussion with Mayor and Council on the vision, mission and beliefs and the existing strategic goals.

**PRIORITY/FOCUS
AREA**

Mayor, Council and Staff had a discussion on priority and focus areas and what kind of criteria to use to prioritize the work.

ADJOURNMENT: **The strategic planning retreat was adjourned at 3:30 p.m.**

Prepared by Melody Valiant, City Clerk

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION
July 8, 2025



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, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Community Development Director Brad Medrud, Communications Manager Jason Wettstein, Fire Chief Brian Hurley, Information Technology Director Lance Inman, Associate Planner Dana Bowers, and City Clerk Melody Valiant

Others: Jeffrey S. Myers, Law, Lyman, Daniel, Kamerrer & Bogdanovich, P.S. and Rebeca Potasnik, Consultant

LAND USE TRAINING: Director Medrud introduced Jeffrey S. Myers, a local risk management attorney and talked about the importance of land use training. Mr. Myers provided training to the Council and staff on the legal basis of land use planning in Washington. The training covered the constitutional basis of planning authority, laws governing land use regulations, procedural framework of land use decisions, key liability issues for municipalities and individual policymaker bodies, some of the tools allowed by law for decisionmakers, roles and responsibilities of decision makers, and do's and don'ts.

Councilmember Michael Althaus joined the meeting at 6:40 p.m.

FOOD SYSTEM PLAN STATUS UPDATE:

Associate Planner Bowers introduced Rebeca Potasnik, a Consultant who presented the draft goals and policies of a food plan. Ms. Potasnik asked for input and feedback on her draft assessment. Council asked clarifying questions and provided feedback and support for the plan. Council commented on how useful the food plan will be for other local jurisdictions once completed.

OLYMPIA/LACEY/ THURSTON COUNTY FAN ZONE 2026:

City Administrator Parks explained how an International Federation of Association Football (FIFA) fan zone works to support the World Cup every four years. Fan zones are a public space where people can gather to watch matches on large screens and participate in activities. In 2026, there will be 11 Fan Zones within Washington State, one being located in Olympia. It is anticipated that 2500 people will attend each scheduled event in Thurston County. The request of jurisdictions is \$375,000 per jurisdiction along with staff time and logistics support such as parking and traffic control.

City Administrator Parks talked about where the funds would come from if the Council chooses to move forward. Council asked about potential benefits to the City and financial and staff impacts. Council requested that more information be provided at a future meeting.

MAYOR/CITY ADMINISTRATOR’S REPORT:

City Administrator Parks said the 4th of July was a huge success for City events and she wanted to remind everyone that Screen on the Green is returning starting July 18th for the next four Friday’s. City Administrator Parks also reminded everyone that the next Work Session will be hybrid being both in person and online.

Mayor Sullivan had no report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:45 p.m.

Prepared by Melody Valiant, City Clerk

MEETING MINUTES

TUMWATER CITY COUNCIL
July 15, 2025



CONVENE: 7:00 p.m.

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

Excused: Councilmember Michael Althausen

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Police Chief Jay Mason, Fire Chief Brian Hurley, Information Technology Director Lance Inman, Community Development Director Brad Medrud, Transportation & Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Communications Manager Jason Wettstein, Communications Specialist Margo Bergendahl and City Clerk Melody Valiant.

**VOLUNTEER
LYALL SMITH**

Mayor Sullivan announced the passing of Lyall Smith, a 32 year volunteer with Tumwater Fire Department. He gave his time for many years, inspired others to join fire service and many will remember him as the Santa on fire trucks that would go around to raise money and donations for the food bank each December throughout Tumwater neighborhoods. He most recently drove a fire truck in the 4th of July Parade. He will be missed by many and remembered for his years of service to the City.

SPECIAL ITEMS:

**PROCLAMATION:
PURPLE HEART DAY,
AUGUST 7, 2025**

Mayor Sullivan read a proclamation declaring August 7, 2025, as Purple Heart Day. The proclamation honors the bravery and sacrifice of military personnel who have been wounded or killed

in action and wishes to acknowledge veterans for their courage and show them the honor and support they have earned.

Mayor Sullivan presented two copies of the proclamation to Allen Acosta with the Military Order of the Purple Heart Chapter 407 and Jim Petterson, Combat Veteran who served in the 101st Airborne and received the purple heart bronze star and the air medal.

PUBLIC COMMENT: Public comment was given by resident Smith.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council Work Session, May 27, 2025
 - b. Approval of Minutes: City Council, July 1, 2025
 - c. Payment of Vouchers
 - d. Ordinance No. O2025-002 Renewing Puget Sound Energy Franchise Agreement
 - e. Capital Area Regional Public Facilities District Board of Directors Appointment of Jeff Line and Ann Campbell
 - f. Amended 5901 and 5917 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454)

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

INTERLOCAL AGREEMENT WITH TCOMM911 FOR RADIO PROGRAMMING Chief Hurley presented an Interlocal Agreement with TCOMM911 for radio programming. Thurston County Emergency Network (TCERN) is a network of over 1,500 radios in Thurston County. One to two times a year, the radios need to have their software updated. Thurston County plans to have a dozen sites around the County. This agreement designates the Tumwater Fire Department Headquarters as one of those locations.

MOTION: **Councilmember Dahlhoff, moved, seconded by Councilmember Von Holtz, to approve the Interlocal Agreement with TCOMM911 for Radio Programming. A voice vote approved the motion unanimously.**

INTERLOCAL AGREEMENT WITH TCOMM911 FOR Chief Hurley presented an Interlocal Agreement with TCOMM911 for station alert gateway hosting. Chief Hurley said that their current system is over 25 years old. A new digital alerting system will improve response times, increase situational awareness,

**STATION ALERT
GATEWAY HOSTING**

health and wellness of staff as the alarms and lights gradually come on and are programmed to only alert appropriate staff and reliability and redundancy. This agreement allows the City to use the TCOMM911 gateway instead of having to purchase one for over \$50,000 which is a cost savings to the City.

MOTION:

Councilmember Von Holtz, moved, seconded by Councilmember Swarthout, to approve the Interlocal Agreement with TCOMM911 for Station Alert Gateway Hosting. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Peter Agabi

Councilmember Agabi recapped their last meeting held on July 8, 2025, where they discussed the School Resource Officer (SRO) contract with the School District. Councilmembers had some requested changes to the contract and the item will be come back for review at a future meeting.

**GENERAL
GOVERNMENT:
*Michael Althausser***

Councilmember Dahlhoff reporting for Councilmember Althausser who was excused recapped their last meeting held on July 9, 2025, including the Black Lake Belmore Annexation Petition Amendment that was on tonight's Consent Calendar. They also discussed the Comprehensive plan updates including a more in depth conversation on the Conservation plan which has recently been sent to Council to review.

**PUBLIC WORKS:
*Eileen Swarthout***

Councilmember Swarthout reported that the next Public Works Committee meeting will be on July 17, 2025 and will include:

- Site Lease Agreement with T-Mobile for Telecommunications Equipment in Zone 4
- Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program Closeout Update
- Fire Stations Solar and Battery Storage Feasibility Assessments Closeout Update

**BUDGET & FINANCE:
*Debbie Sullivan***

Mayor Sullivan reported that the next Budget & Finance Committee meeting will be on July 25, 2025 and will include:

- Monthly Financial Update

- Department of Enterprise Services (DES) Contract Usage Agreement
- Ordinance O2025-012 Creating a Communications Department

MAYOR/CITY ADMINISTRATOR’S REPORT:

Administrator Parks talked about all the summer events that the Parks and Recreation department are coordinating including Screen on the Green, Summer Craft Concert Series and a River Walk Tour. Administrator Parks also reminded everyone that next Work Session will be hybrid.

Mayor Sullivan attended a change of command at JBLM for Colonel Kent Park a long time partner and supporter of the City. Mayor Sullivan thanked the staff and everyone involved in our 4th of July events including the Fireworks calling it a huge success.

COUNCILMEMBER REPORTS:

Councilmembers Agabi, Swarthout and Von Holtz reported on meetings and events attended. Councilmembers Cathey, Dahlhoff and Jefferson had no meetings to report on, but they talked about the 4th of July parade, Lyall Smith passing and checking in on elderly neighbors during the projected heat wave.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:00 p.m.

Prepared by Melody Valiant, City Clerk

MEETING MINUTES



TUMWATER CITY COUNCIL WORK SESSION
July 22, 2025

CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althaus, Joan Cathey, Leatta Dahlhoff, Angela Jefferson.

Excuse: Councilmembers Eileen Swarthout and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Community Development Director Brad Medrud, Finance Director Troy Niemeyer, Water Resources & Sustainability Director Dan Smith, Acting Deputy Chief Carlos Quiles, Sustainability Manager Alyssa Jones Wood, Deputy City Clerk Tracie Core.

Others: Dr. Wendy Fraser, Wendy Fraser Consulting

**2025
COMPREHENSIVE
PLAN UPDATE
CLIMATE**

Manager Jones Wood shared a presentation on the Comprehensive Plan Update Climate briefly covering the recap on state requirements, what they heard from the public, how they incorporated feedback, and prioritization.

Councilmember Dahlhoff requested the opportunity for Councilmembers to meet with Manager Jones Wood and Director Medrud on the Conservation Element in the future.

**MAYOR/COUNCIL
WORKING DYNAMICS
REPORT**

Administrator Parks shared that Council has been working on the Strategic Planning Process. Administrator Parks introduced Dr. Fraser with Wendy Fraser Consulting who shared “Interview Themes and Suggested Next Steps,” which she compiled from her individual meetings with each Councilmember as part of the planning process.

The following were the categories Dr. Fraser covered:

- Purpose and Roles
- Core Process
- Communication
- Interpersonal Dynamics
- Hopes for this Work
- Concerns for this Work
- What I heard from you- Council initial Ideas/topics to move forward
- Recommendations – Short Term and Long Term

Councilmembers shared comments and concerns they have moving forward and meeting again with Dr. Fraser in the future.

Mayor Sullivan requested feedback from Councilmembers on a date and time to meet in person for another work session with Dr. Fraser.

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

Administrator Parks shared the following updates:

- A new Economic Development Coordinator, Gene Angel has been hired and will start next month.
- Firefighter/EMT Travis Lava earned the Outstanding Instructor Award from the South Sound Recruit Academy.
- Community members can now easily access information about the Paver Project on the City's homepage.
- Tumwater Soccer Club hosted their 46th annual "Kick in the Grass Youth Soccer Tournament" that included 89 teams.

Mayor Sullivan reminded Council that they now have a three week recess and many staff will be taking vacation during the recess. Mayor Sullivan shared information about two upcoming events National Night Out and Brewfest. A list of locations for National Night out will be announced soon.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:22 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounts Payable
 DATE: August 19, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- July 14, 2025, payment of Eden vouchers 174631 to 174640 in the amount of \$4,870.00; payment of Enterprise vouchers 187220 to 187319 in the amount of \$872,322.97 and electronic payments 905864 to 905914 in the amount of \$831,536.88 and wire payments in the amount of \$324,938.53
- July 25, 2025, payment of Eden vouchers 174641 to 174655 in the amount of \$2,315.58; payment of Enterprise vouchers 187320 to 187426 in the amount of \$988,645.44 and electronic payments 905915 to 905970 in the amount of \$1,026,760.61 and wire payments in the amount of \$335,460.68
- August 01, 2025, payment of Eden vouchers 174656 to 174666 in the amount of \$1,500.52; payment of Enterprise vouchers 187427 to 187475 in the amount of \$460,731.40 and electronic payments 905971 to 905980 in the amount of \$9,996.00 and wire payments in the amount of \$76,726.25
- August 08, 2025, payment of Eden vouchers 174667 to 174672 in the amount of \$1,469.63; payment of Enterprise vouchers 187476 to 187552 in the amount of \$250,449.27 and electronic payments 905981 to 906002 in the amount of \$60,821.35
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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		
CDW LLC	79,787.00	NCE M365 Bus Premium 6/14/2025 – 6/13/2026 qty 290
CITY OF TUMWATER	30,808.66	2" irrigation meter drop and connection; 209 Troser Rd, I-5 Troser
ICF JONES & STOKES	20,912.56	SPA Habitat Conservation Plan May 24-June 30 2025
TUMWATER SD #33	469,590.00	TSD Impact fees March, April, May 2025
BRUSH N' ROLL PAINTING CO	41,819.65	14688
DHM RESEARCH LLC	23,350.00	Community Priorities Survey work
FEHR & PEERS	32,238.70	June 2025 Transportation Master

Vendor		
		Plan & Impact Fees
MILES RESOURCES, LLC	58,100.00	Israel Linderson PED & Bike PE#8
NISQUALLY INDIAN TRIBE	38,930.88	June 2025 Inmate Incarcerations
RH2 ENGINEERING, INC	23,943.96	SE Reservoir May 2025
RH2 ENGINEERING, INC	20,402.23	SE Reservoir June 2025
RICE FERGUS MILLER INC	25,780.25	Architectural services thru 6/30/25 – T-2 Addition
SOUTH PUGET SOUND HABITAT FOR HUMANITY	128,693.30	Energize Thurston
TUMWATER 70 TH AVE LLC	155,401.63	75% Total reimbursement Velkommen DA PRPR 11
BOBBIE & AMANDA'S CLEANING SVC	25,048.02	Janitorial Services June 2025
CLARY LONGVIEW, LLC	67,165.72	2025 Ford F550 WRS-ops-sewer – Replacement
HDR ENGINEERING INC	23,802.25	Tumwater BLVD NB I-5 – June 2025
LOTT WASTEWATER ALLIANCE	645,822.67	June 2025 LOTT Fees
SHEA CARR & JEWELL, INC	44,885.81	2 nd Ave PED & Bike 5/31/25 thru 6/30/25
WA ST DEPT OF REVENUE	76,726.25	June Excise payment
WA ST DEPT OF L & I	186,619.62	L&I 2 nd QTR 2025
EMPLOYMENT SECURITY DEPARTMENT	70,355.58	2 nd QTR 2025 PFMLA
EMPLOYMENT SECURITY DEPARTMENT	24,645.61	2 nd QTR 2025 WALTC
HALEY & ALDRICH, INC	34,978.93	Environmental engineering services phase 2 work; former Olympia Brewery & Knoll Warehouse
THURS CO AUDITOR	53,028.32	2025 April special election
ACUSHNET COMPANY	43,303.66	Bundle Golf Balls

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

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- 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.

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

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

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval
- C. Exhibit C – Payment of Vouchers – Review and Approval
- D. Exhibit D – 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 187220 through 187319 in the amount of \$872,322.97

Electronic payment Nos 905864 through 905914 in the amount of \$831,536.88

Wire payments in the amount of \$324,938.53

Eden

Voucher/Check Nos 174631 through 174640 in the amount of \$4,870.00

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 07/14/2025

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 187320 through 187426 in the amount of \$988,645.44

Electronic payment Nos 905915 through 905970 in the amount of \$1,026,760.61

Wire payments in the amount of \$335,460.68

Eden

Voucher/Check Nos 174641 through 174655 in the amount of \$2,315.58

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 07/25/2025

EXHIBIT "C"

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

Enterprise ERP

Voucher/Check Nos 187427 through 187475 in the amount of \$460,731.40

Electronic payment Nos 905971 through 905980 in the amount of \$9,996.00

Wire payments in the amount of \$76,726.25

Eden

Voucher/Check Nos 174656 through 174666 in the amount of \$1,500.52

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 08/01/2025

EXHIBIT "D"

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 187476 through 187552 in the amount of \$250,449.27

Electronic payment Nos 905981 through 906002 in the amount of \$60,821.35

Eden

Voucher/Check Nos 174667 through 174672 in the amount of \$1,469.63

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 08/08/2025

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: August 19, 2025
SUBJECT: Department of Enterprise Services (DES) Contract Usage Agreement

1) Recommended Action:

Authorize the Mayor to sign the Contract Usage Agreement with the Department of Enterprise Services.

The agreement was recommended for approval on the consent calendar at the July 25, 2025 Budget and Finance Committee meeting.

2) Background:

DES has requested an updated version of the Interlocal Agreement that allows the City to utilize the state contracting process. The primary changes are wording and staff contact information.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

Do not renew the agreement.

5) Fiscal Notes:

There is no immediate cost for this agreement. Utilizing the state contracting process can make the procurement process faster and more efficient, and can save the City money by using the purchasing power of the state.

6) Attachments:

A. DES Contract Usage Agreement



Washington State DEPARTMENT OF ENTERPRISE SERVICES

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT USAGE AGREEMENT	
	CUA no. and effective dates will be completed by DES CUA No.: Effective Date:	
INSERT ELIGIBLE PURCHASER NAME City of Tumwater Business Contact: City Clerk Tel:(360) 754-4139 Email: clerksoffice@ci.tumwater.wa.us Tax Identification No.:91-6001520	Type of Eligible Purchaser	
	<input type="radio"/>	Washington state agency
	<input checked="" type="radio"/>	Washington local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.)
	<input type="radio"/>	Higher Education
	<input type="radio"/>	Federal governmental agency or entity
	<input type="radio"/>	Tribe located in the State of Washington

CONTRACT USAGE AGREEMENT

FOR

DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')

This Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the City of Tumwater, Local government governmental agency/entity ("Eligible Purchaser") and is dated and effective as _____.

RECITALS

- A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). See RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.
- B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
 - Washington state agencies;
 - Washington local governmental agencies or entities;
 - Higher Education;
 - Federal governmental agencies or entities; or
 - Tribes located in Washington state.

- C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:
- **Statewide Contracts.** Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State’s Procurement Code for Goods/Services (RCW 39.26). *See* RCW 39.26.050.
 - **Cooperative Purchasing Agreements.** Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. *See* RCW 39.26.060.
 - **Legislatively Directed Contracts.** Certain ‘mandatory use’ or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers – e.g., Correctional Industries contracts. *See* RCW 39.26.251.
- Enterprise Services maintains a list of all such Contracts at its [Contracts Webpage](#).
- D. Eligible Purchaser desires to contract with Enterprise Services to access and use the Contracts, subject to their terms and conditions.
- E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Contracts.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER’S REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
 - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services’ Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.
 - b. **CONTRACT AUDITS.** Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

- 3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract’s awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.
- 4. **SEPARATE RESPONSIBILITY.** Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and it’s own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
- 5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services’ resolution shall be binding.

6. **AGREEMENT ADMINISTRATION & NOTICES.**

- a. **AGREEMENT CONTACTS.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

Enterprise Services
 Attn: Contracts & Procurement
 Washington Dept. of Enterprise
 Services PO Box 41411 Olympia,
 WA 98504-1411
 Email: CUA@des.wa.gov

Eligible Purchaser
 Attn: City Clerk
 Address: City of Tumwater
555 Israel Rd SW
 Tumwater, WA 98501
 Email: clerksoffice@ci.tumwater.wa.us

- b. **ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER.** If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
- c. **NOTICES.** Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

7. **GENERAL PROVISIONS.**

- a. **AGREEMENT AVAILABILITY.** Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **ASSIGNMENT.** Eligible Purchaser may not assign its rights under this Agreement.
- g. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- h. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

City of Tumwater

A_{Local government} GOVERNMENT AGENCY

STATE OF WASHINGTON

DEPARTMENT OF ENTERPRISE SERVICES

A GOVERNMENT AGENCY

By: _____

Name: Debbie Sullivan

Title: Mayor

By: _____

Name: Rebecca Linville

Title: Washington State Chief Procurement Officer
Assistant Director, Contracts & Procurement

NOTE: Please sign in Adobe and submit this form electronically. It will delay processing if you physically print and sign the form.

TO: City Council
 FROM: Brad Medrud, Community Development Director
 DATE: August 19, 2025
 SUBJECT: Resolution No. R2025-011, 93rd Avenue SW and Case Road SW Annexation

1) Recommended Action:

Adopt Resolution No. R2025-011 approving the 93rd Avenue SW and Case Road SW Annexation.

The Resolution was recommended for consideration at a public hearing and approval at the August 19, 2025 City Council meeting by the General Government Committee at their July 9, 2025 meeting.

2) Background:

The owners of two properties in Tumwater's urban growth area at the northwest corner of 93rd Avenue SW and Case Road SW in unincorporated Thurston County filed petition applications under Chapter 35A.14 RCW for annexation to the City on February 5, 2025, that were deemed complete on March 18, 2025, after payment of the necessary review fees.

Because the two property owners own all the property included in the annexation area, they filed petitions representing both the ten percent and sixty percent of the value of the properties proposed for annexation. The property owners have asked that their properties be annexed into the City of Tumwater and indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

The General Government Committee was briefed on the proposed annexation petitions at their April 15, 2025, meeting. The City Council met the petitioners and agreed to accept the proposed annexation for further processing and determined that the City will require the assumption of existing City indebtedness by the area to be annexed at their May 6, 2025, meeting. The Thurston County Assessor certified that the sixty percent petitions were legally sufficient (i.e., as having valid signatures representing the required 60 percent of the property value) on June 3, 2025.

There are no statutory requirements concerning the hearing, other than to give proponents and opponents an opportunity to speak.

The General Government Committee set the date for the public hearing on the annexation petition for the City Council's August 19, 2025, meeting at their July 9, 2025, meeting. The City Clerk published the notice of the public hearing in The Olympian on July 25, 2025, and notice of the public hearing was posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

3) Policy Support:

Goal LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

Policy LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.

4) Alternatives:

None.

5) Fiscal Notes:

An initial review of the fiscal impact of the proposed annexations was determined in advance of the May 6, 2025, City Council meeting.

6) Attachments:

- A. Resolution No. R2025-011
- B. Presentation

RESOLUTION NO. R2025-011

A RESOLUTION of the City Council of the City of Tumwater, Washington, establishing intent to annex certain contiguous property located adjacent to 93rd Avenue SW and Case Road SW in Thurston County, Washington, to the City of Tumwater.

WHEREAS, on March 18, 2025, pursuant to RCW 35A.14.120, Nathan Waunch and H. John and Diane Elwin, the owner of not less than ten percent (10%) in value according to the assessed valuation for general taxation of the property hereinafter described, notified the Tumwater City Council of their intent to commence proceedings for the annexation to the City of Tumwater of said property; and

WHEREAS, on April 15, 2025, the General Government Committee was briefed on the request for annexation and scheduled and placed the ten percent annexation petitions on the May 6, 2025, City Council consideration calendar; and

WHEREAS, on May 6, 2025, at a regularly scheduled meeting, the City Council met with the initiating parties and accepted the proposal to annex, determined the proposed annexation boundaries, and determined that properties within the newly annexed area will assume a proportionate share of indebtedness; and

WHEREAS, on June 3, 2025, the Thurston County Assessor certified that the petition to annex meets the sufficiency requirements of RCW 35A.01.040, including the requirement that it be signed by owners of more than sixty percent (60%) in value according to the assessed valuation for general taxation of said property; and

WHEREAS, on July 9, 2025, said petition was thereafter filed with the City Council; and

WHEREAS, on July 9, 2025, the General Government Committee scheduled a public hearing with the City Council on the proposed annexation for August 19, 2025; and

WHEREAS, the Tumwater City Clerk caused Notice of Public Hearing on the petition for annexation to be posted and published in the manner provided by law; and

WHEREAS, the annexation is consistent with the City of Tumwater adopted annexation policies, the County-wide Planning Policies, and the Joint Plan adopted by Thurston County and the City of Tumwater; and

WHEREAS, on August 19, 2025, a public hearing on said petition for annexation was held in the City Council Chambers of the City Hall; and the City Council, having

determined that the annexation of the hereinafter described property to the City of Tumwater would be in the public interest and for the public welfare and in the best interest of the City of Tumwater and the residents thereof;

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

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

Section 2. It is hereby further declared that upon annexation, the property described in Section 1 above shall be subject to existing indebtedness of the City of Tumwater. Zoning and land use designations shall be applied which are consistent with the Tumwater Comprehensive Plan. The Airport Overlay Zone shall be applied pursuant to the Tumwater Municipal Code and the Tumwater Comprehensive Plan. The Aquifer Protection Overlay Zone shall also be applied to the property described in Section 1 above.

Section 3. Upon the Thurston County Boundary Review Board’s approval of this annexation, the city attorney is directed to prepare an ordinance for council consideration annexing said property to the City of Tumwater.

Section 4. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Exhibit “A”

Property #1

1020 93rd Avenue, SW, Tumwater, WA
Thurston County Assessor Number: 12715420203
Approximate Number of Acres: 4.87 (10.74 total annexation area)

LEGAL DESCRIPTION

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.; EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS LATHROP ROAD.

Property #2

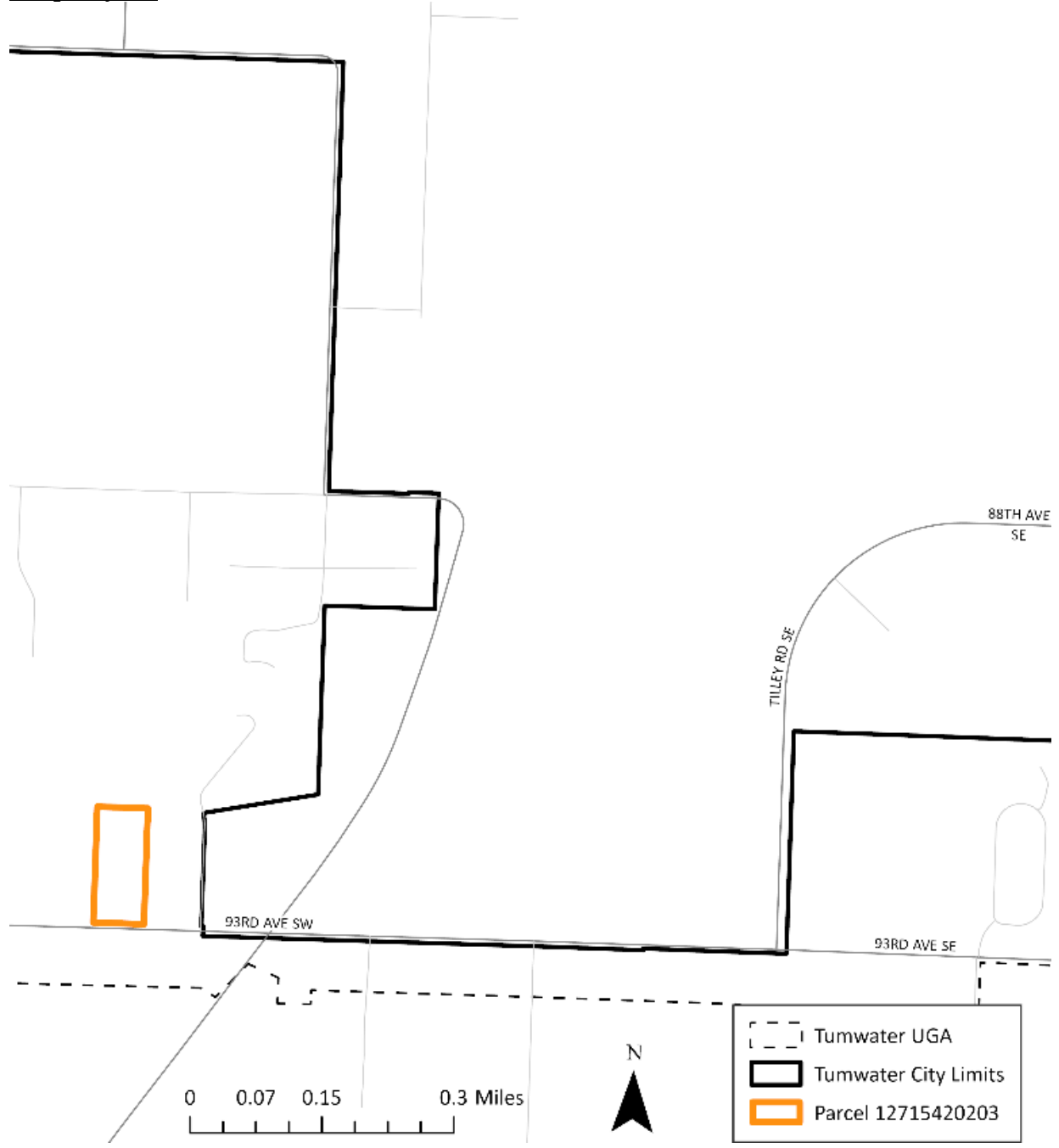
93rd Avenue, SW, Tumwater, WA
Thurston County Assessor Number: 12715430400
Approximate Number of Acres: 5.87 (10.74 total annexation Area)

LEGAL DESCRIPTION

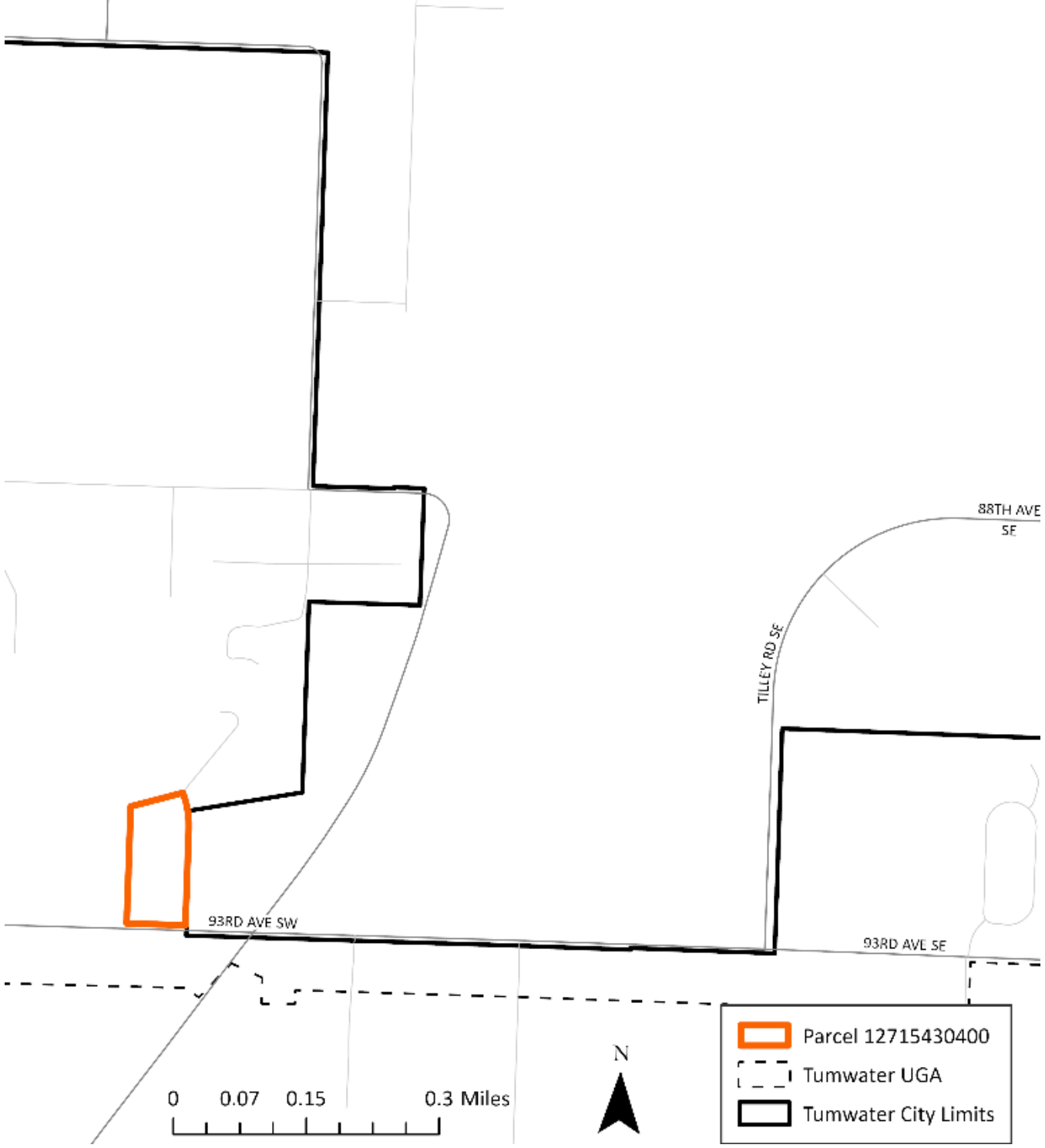
THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., SHOWN AS TRACT 1 OF SURVEY RECORDED MARCH 20, 1979 UNDER FILE NO. 1071074, IN THURSTON COUNTY, WASHINGTON. SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

Exhibit "B"

Property #1



Property #2



93rd Avenue SW & Case Road SW Annexation Resolution No. R2025-011 Public Hearing



City Council, August 19, 2025

Intent

- Conduct a public hearing on the proposed annexation resolution
- Receive public testimony
- Approve Resolution No. R2025-011



Background

- The owners of two properties on 93rd Avenue SW in Tumwater's urban growth area requested to be annexed
- The property owners are willing to assume their fair share of the City's indebtedness and to accept the City's land use designations and zone districts for their property



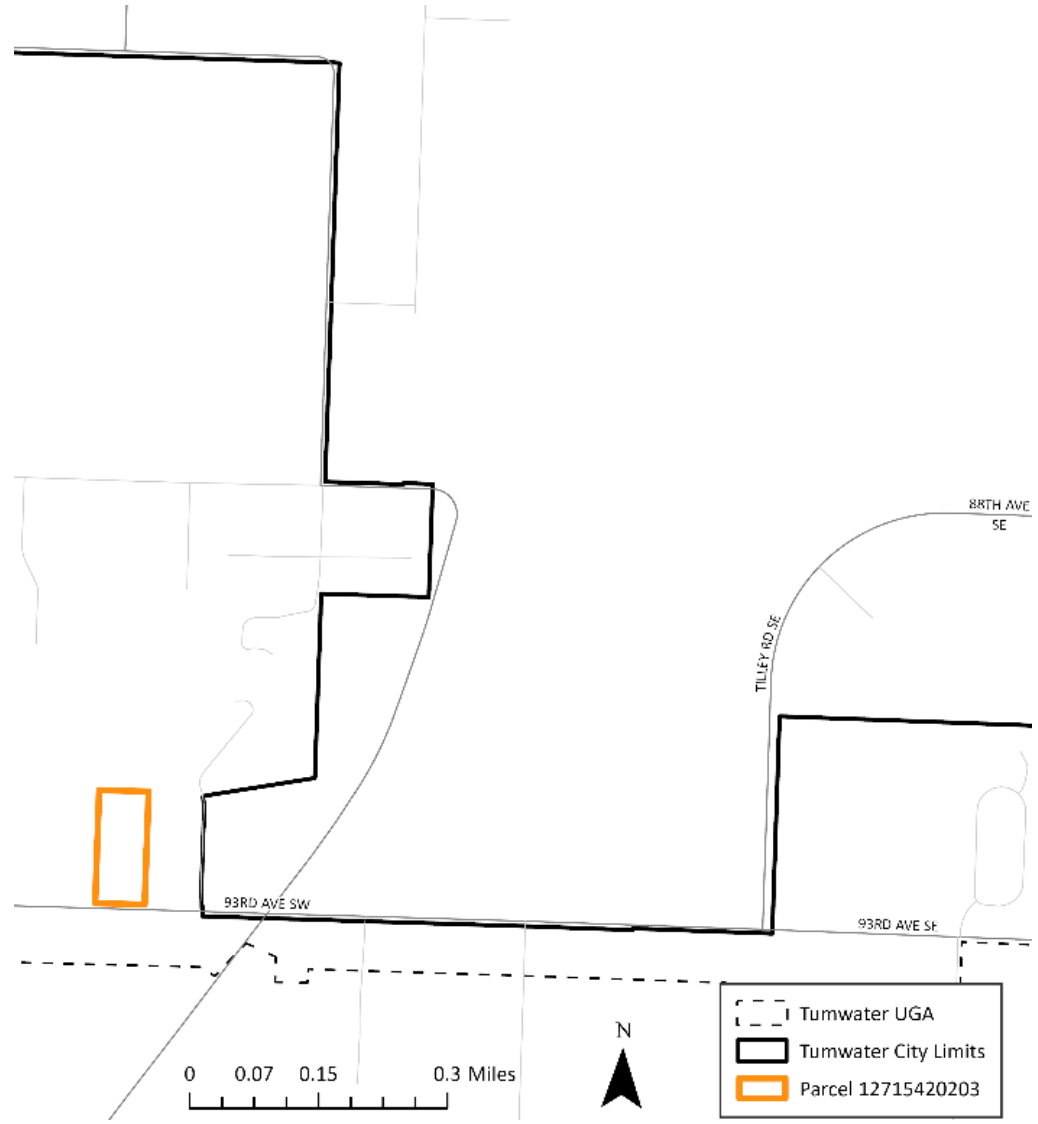
Proposed Annexation Area

- The proposed annexation area consists of two parcels located northwest of the intersection of 93rd Avenue SW and Case Road SW that is 10.74 acres in size
- The two parcels have a Light Industrial zone district designation with the Airport Overlay and are undeveloped aside from a house and outbuildings



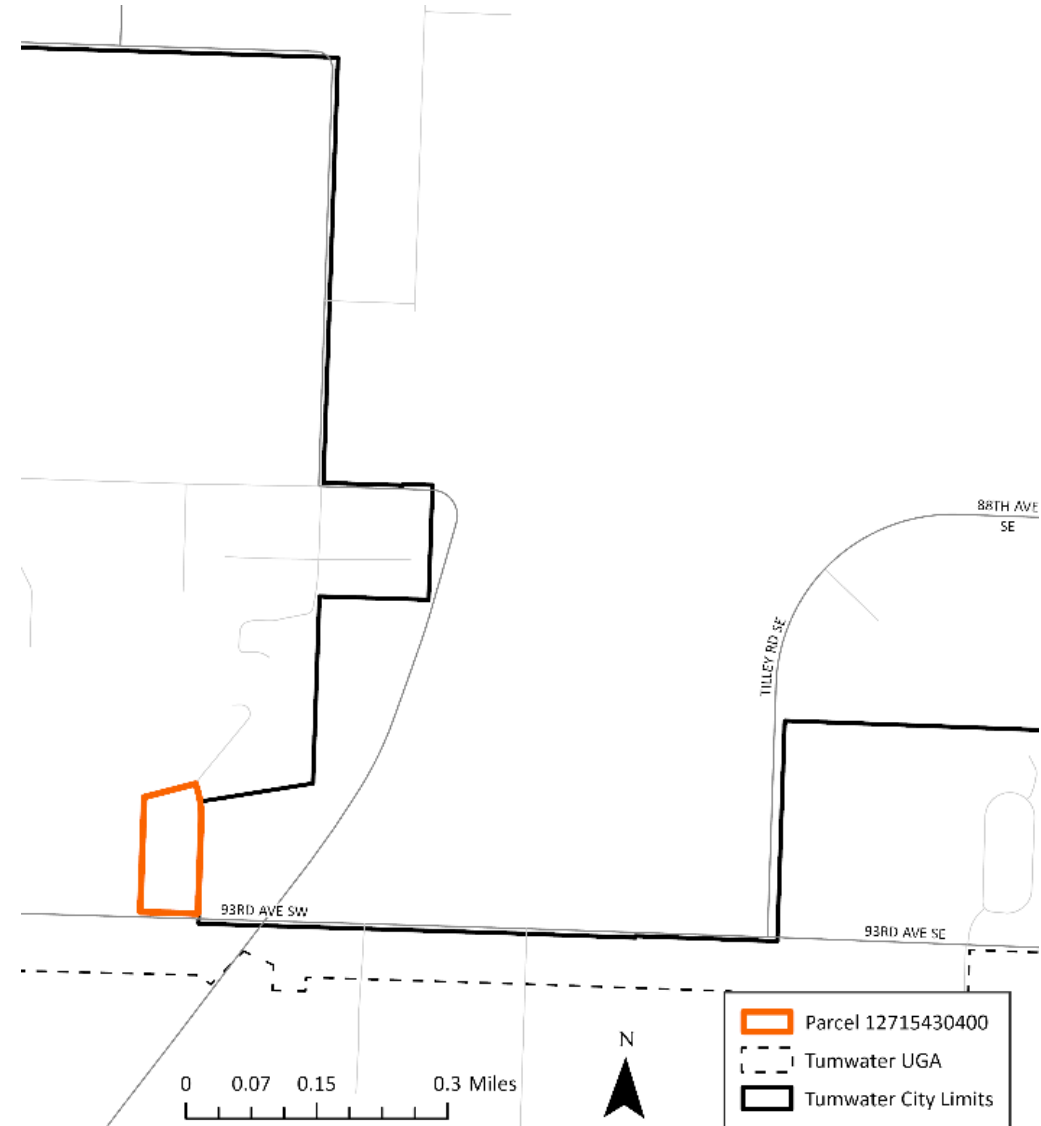
Proposed Annexation Area – Property #1

- 1020 93rd Avenue SW
- Parcel #127125420203
- Owned by Nathan Waunch
- Approximately 4.87 acres



Proposed Annexation Area – Property #2

- 93rd Avenue SW with no site address
- Parcel # 12715430400
- Owned by H. John and Diane Elwin
- Approximately 5.87 acres



Timeline

- **February 5, 2025** – Ten and 60 percent annexation petition applications were filed with the City and deemed complete on March 18, 2025
- **April 15, 2025** – General Government Committee briefed on the proposed annexation petitions
- **May 6, 2025** – City Council met the petitioners, accepted the proposed annexation for further processing, and determined that the City will require the assumption of existing City indebtedness by the annexation area
- **June 3, 2025** – Thurston County Assessor certified that the petitions were legally sufficient



Timeline

- **July 9, 2025** – The General Government Committee set the date for the public hearing
- **July 25, 2025** – City Clerk’s office published the public hearing notice in The Olympian, and the notice was posted in three public places within the annexation area
- **August 19, 2025** – Public hearing on Resolution No. R2025-011

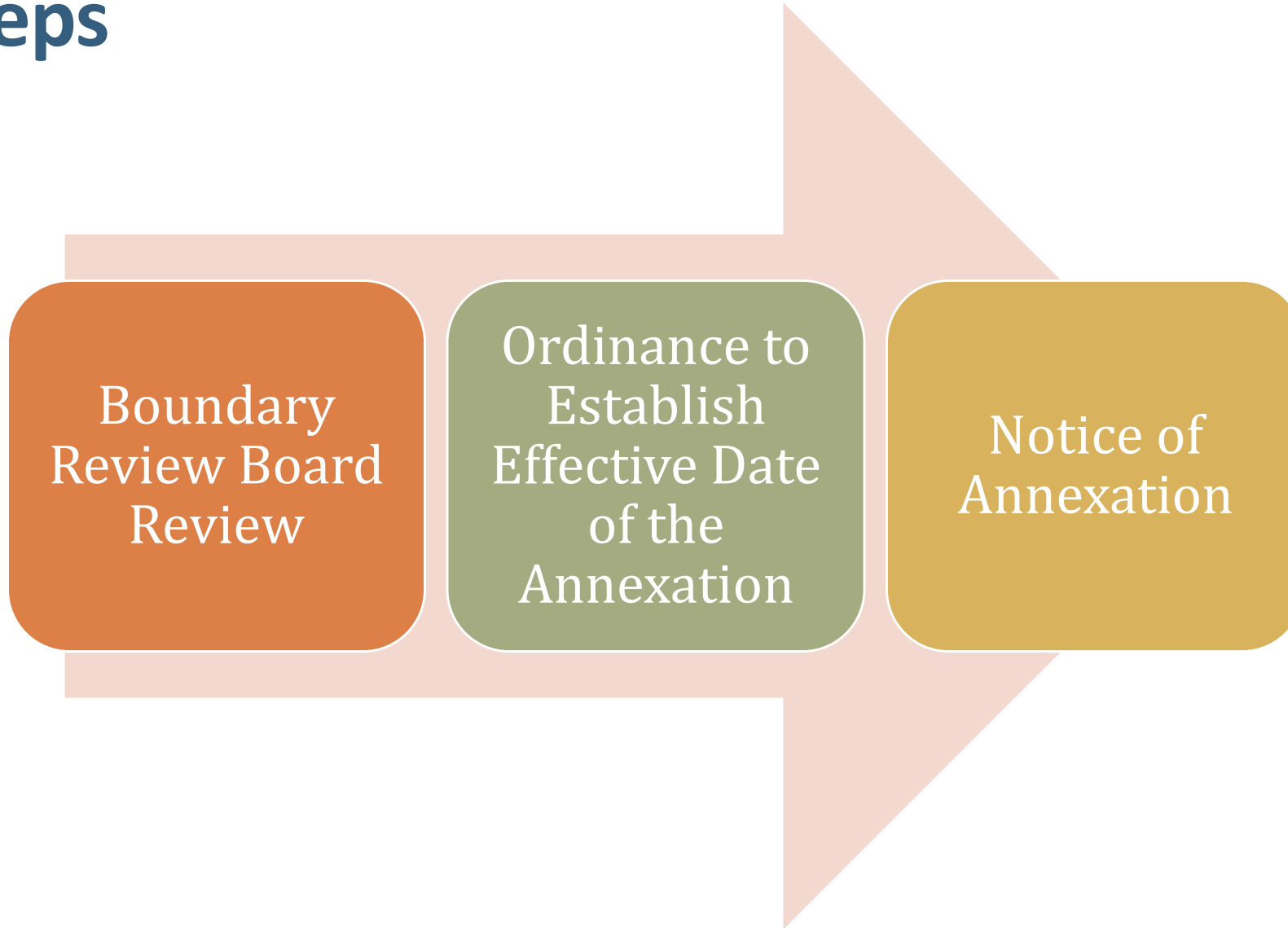


Format for the Public Hearing

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak



Next Steps



TO: City Council
FROM: Jason Wettstein, Communications Manager
DATE: August 19, 2025
SUBJECT: Community Survey Results

1) Recommended Action:

There is no action recommended based on this informational presentation.

2) Background:

The City of Tumwater has been working with DHM Research on a community survey over the past months.

This presentation from DHM Research will include highlights of results from both the statistically valid portion and the community engagement portion of the completed survey effort.

3) Policy Support:

This research supports Building a Community Recognized for Quality, Compassion, and Humanity among other strategic priorities of the Council by providing background information on community perspectives.

4) Alternatives:

None currently.

5) Fiscal Notes:

This survey effort was previously budgeted, and, with presentation of the survey results, the work with DHM is complete.

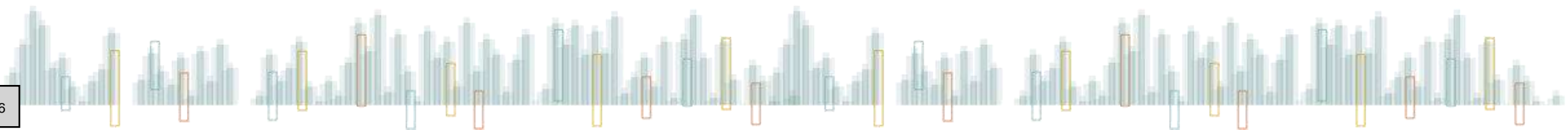
6) Attachments:

- A. City of Tumwater Community Priorities Survey
- B. Cross tabs community engagement survey
- C. Cross tabs statistically valid survey



City of Tumwater Community Priorities Survey

June 2025



Research purpose

- Assess satisfaction with City services and gather feedback on emerging priorities to inform the city's strategic plan.
- Establish a baseline of city satisfaction and priorities in order to measure changes in attitudes over time.



Methodology – Statistically Valid Survey

- Hybrid phone and text-to-online survey of N=300 residents in the City of Tumwater
- Conducted May 3 - 17, 2025; 14 minutes to complete
- Quotas were set by age, gender, race and ethnicity, education level, and income to ensure a representative sample.
- Margin of error $\pm 5.7\%$
- Due to rounding, some totals may differ by ± 1 from the sum of separate responses.



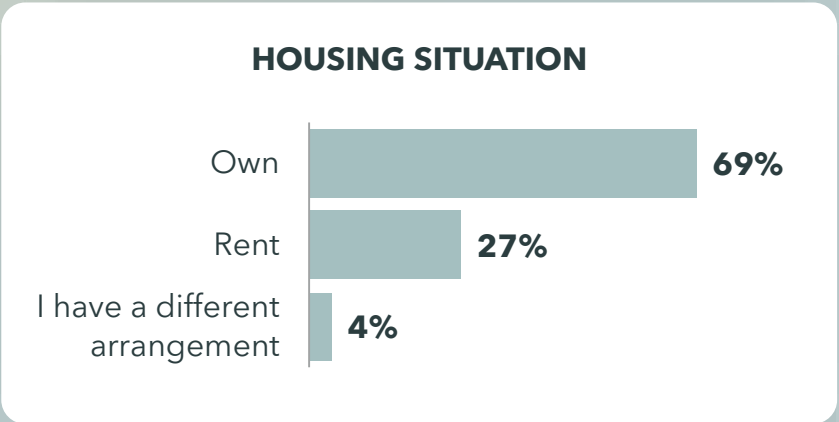
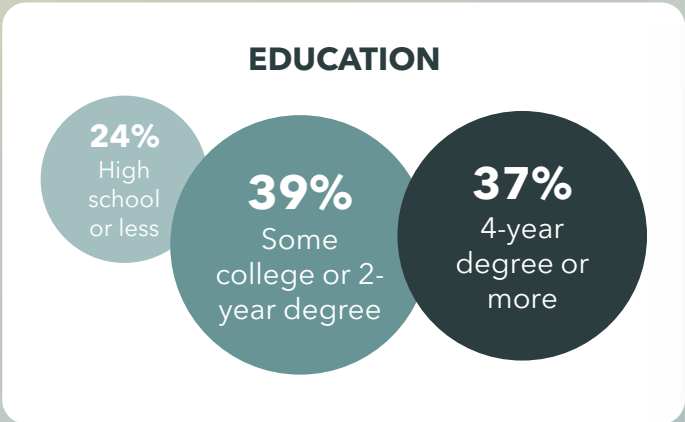
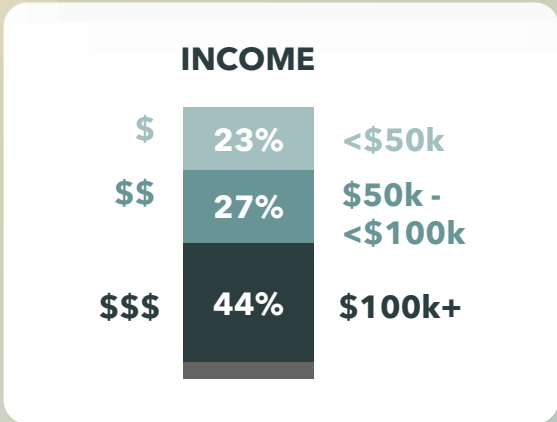
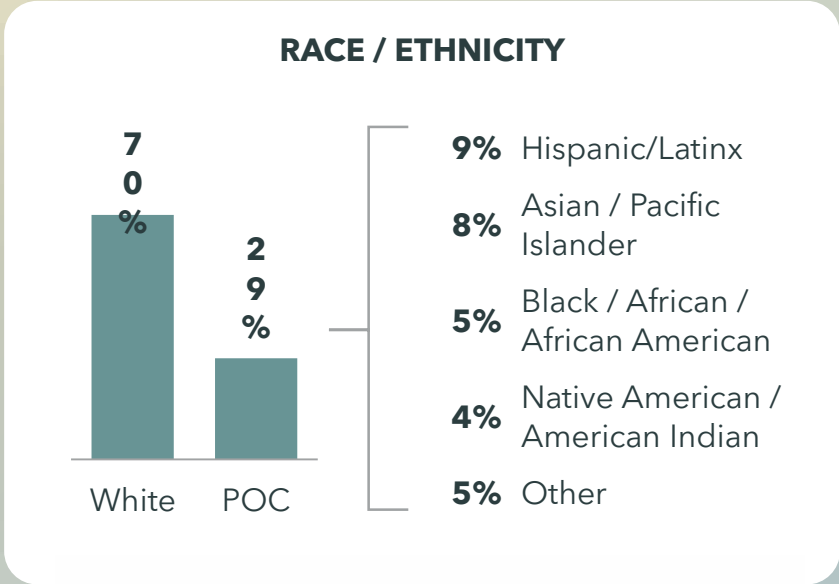
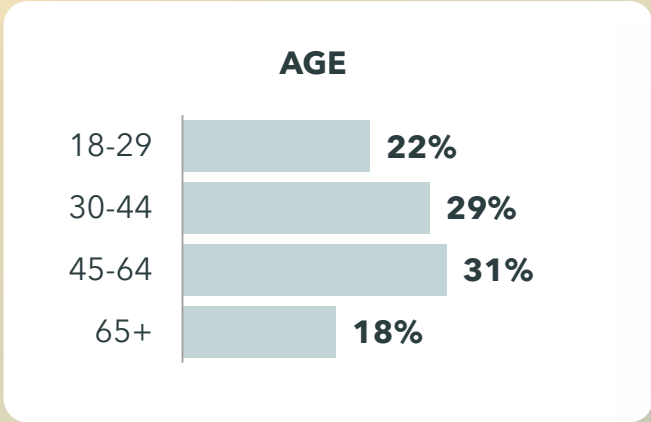
Methodology – Community Engagement Survey

- Online survey of N=273 residents in the City of Tumwater
- Conducted May 18 - June 19, 2025
- The City of Tumwater distributed and promoted the Community Engagement survey using various outreach methods, including email distribution lists, social media posts, external newsletters, physical handouts, word of mouth, and more.
- Participants self-selected into the survey; margin of error cannot be calculated with confidence.



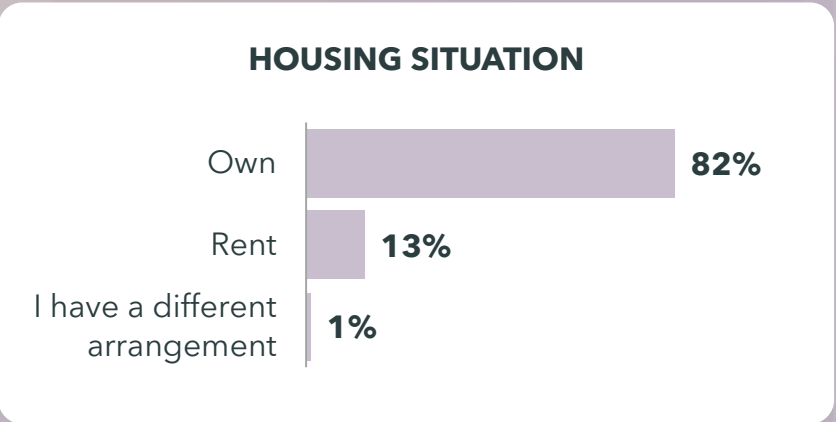
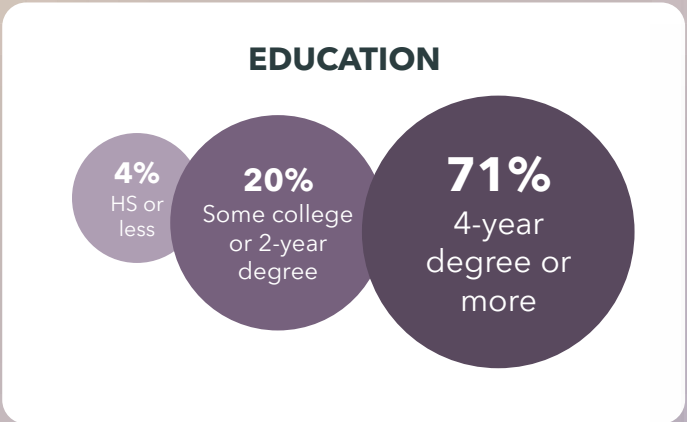
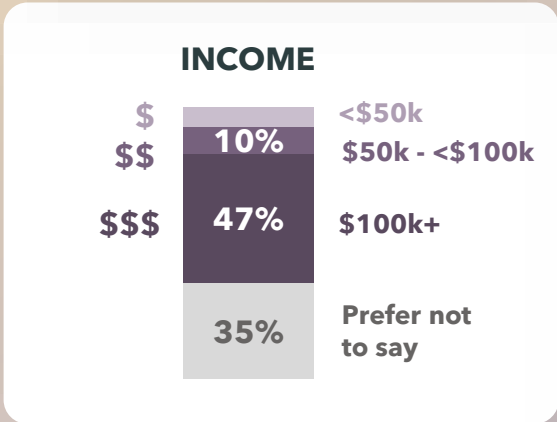
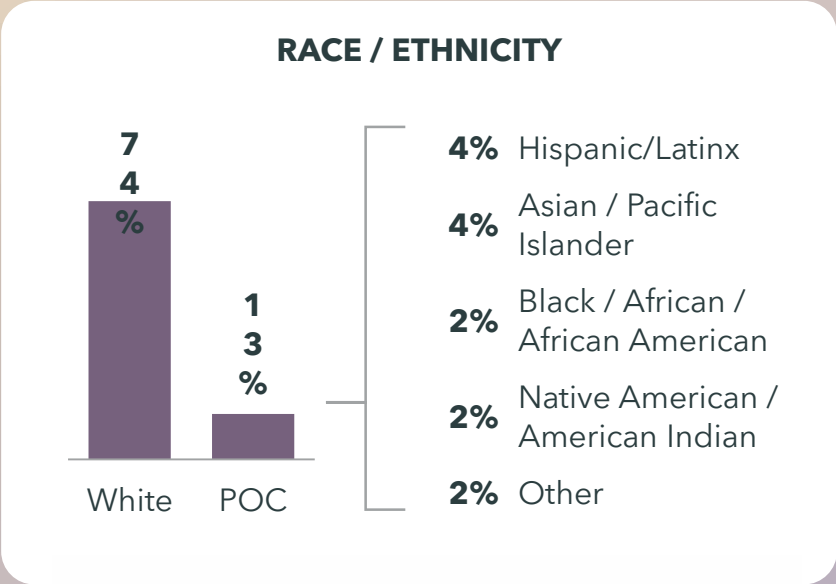
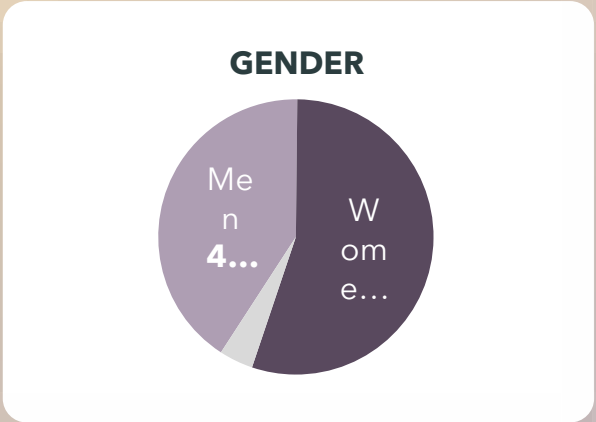
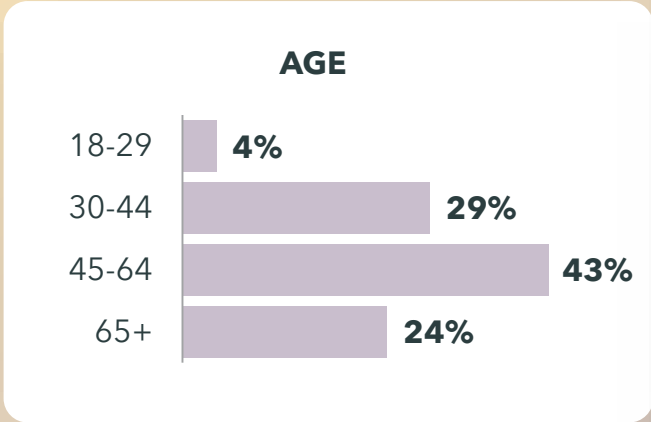
Demographic breakdown of survey respondents

N=300 City of Tumwater Residents (Statistically valid sample)



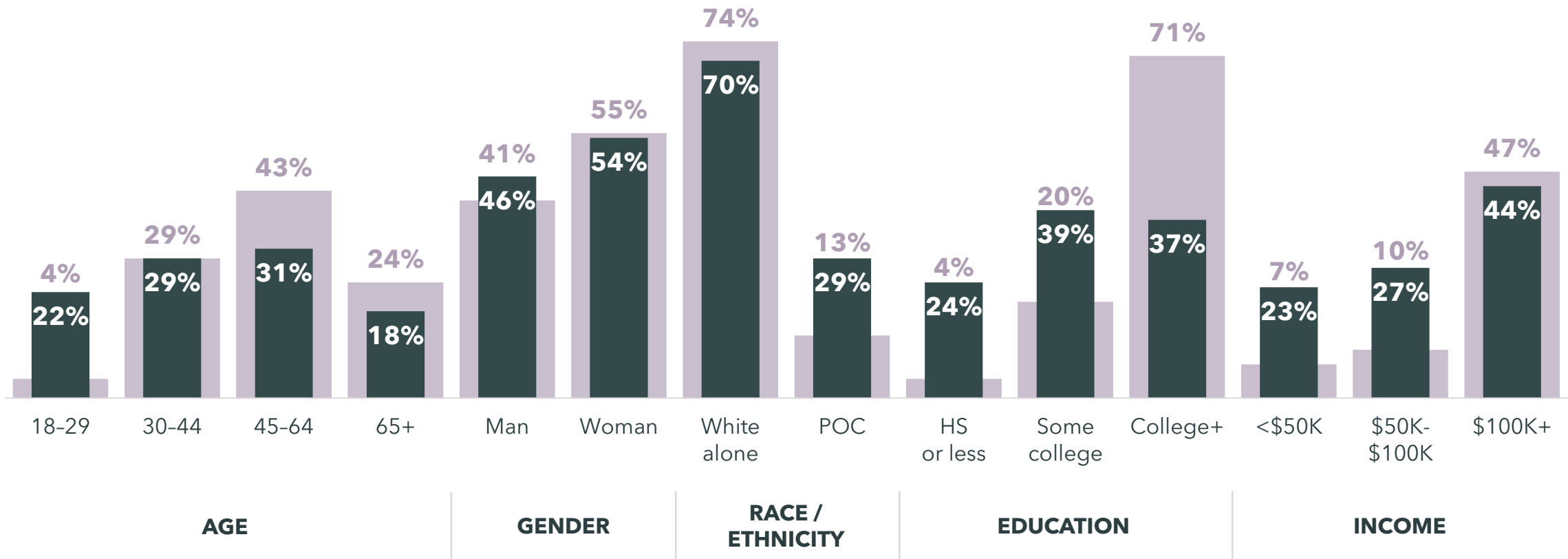
Demographic breakdown of survey respondents

N=273 Community Engagement respondents



Survey demographics comparison

Statistically Valid survey (N=300) vs Community Engagement (N=273)



Key takeaways



General mood

- **Residents enjoy living in Tumwater.** Nearly all residents (95%) rate the quality of life in Tumwater positively, with half rating it as *very good*.
- **Transportation infrastructure, homelessness, and housing affordability are top-of-mind issues for residents.** When asked open-ended about the most important issue they want city government leaders to address, issues related to roads, highways, and other transportation infrastructure are most prevalent. Homelessness and affordable housing are also issues that residents frequently mention.



City services – priorities and satisfaction

- **When considering specific services provided by the City of Tumwater, high-quality drinking water and fire and emergency medical services are top priorities.** Both of these services are rated as an urgent or high priority by over 3 in 4 residents. Although homelessness response is the third highest priority overall, it received the highest urgent priority ratings among residents, indicating that many consider it a top concern.
- **A majority of residents are satisfied with nearly all City services.** At least 3 in 5 residents indicate satisfaction with all services, with the exception of homelessness response. They are most satisfied with their top priorities: high-quality drinking water, fire, and emergency medical services.
- **Responding to homelessness, managing growth and development, and street construction and maintenance are the most urgent areas that residents want the City to address.** All three received higher-than-average priority ratings, with lower-than-average satisfaction ratings among residents; this indicates that these are key areas for the City to prioritize to meet the community's most immediate needs.



Public safety and homelessness

- **Residents feel safe in Tumwater**, with nearly half saying they feel very safe. Many attribute their sense of security to the police presence in their community and quick emergency response times. Low crime rates and a strong sense of community also contribute to feelings of safety. Of the 17 percent of residents who interacted with police in the past year, almost all consider their experiences positive.
- **Residents trust and value the City's fire and emergency medical services.** Nearly all residents feel confident in fire and emergency medical services' ability to effectively respond to emergencies. Like police, nearly all who interacted with fire and emergency medical services in the past year had positive experiences.
- **Homelessness is a significant concern for Tumwater residents.** Over 6 in 10 identify homelessness response as a high or urgent priority, but less than half of residents are satisfied with the city's response.



Growth, economy, and environment

- **Residents are largely content with Tumwater's growth rate.** Half of residents say that growth in Tumwater is 'just about right,' while the rest believe it is either moving too fast (31%) or too slow (14%). When considering potential strategies for the City to manage growth, improving the transportation system to accommodate more people is the most popular option among residents.
- **Residents are most concerned about affording rent, groceries, and monthly utilities.** Younger residents, People of Color, and those with just some college education are more likely to be worried about their rent or mortgage.
- **Considering strategies to conserve and protect the environment, residents identify environmentally safe construction permitting and the conservation of habitats as top priorities.**



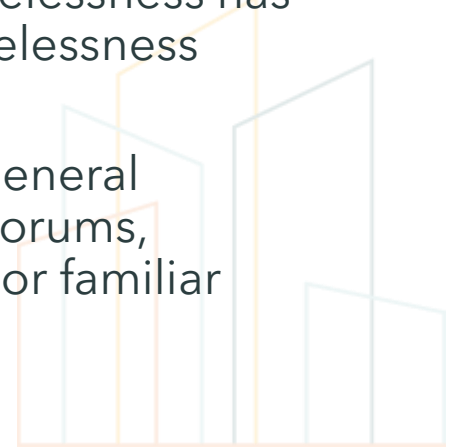
Communications

- **Residents interact with the City through multiple channels.** The most frequent forms of engagement include engaging with the City's social media posts, participating in public events, and reading Tumwater on Tap.
- **Residents generally prefer to receive updates about the community or city projects through email, letters, bill inserts, or social media.**
- **About a quarter of residents indicate that they are familiar with the City of Tumwater's Comprehensive Plan.**



Community Engagement results

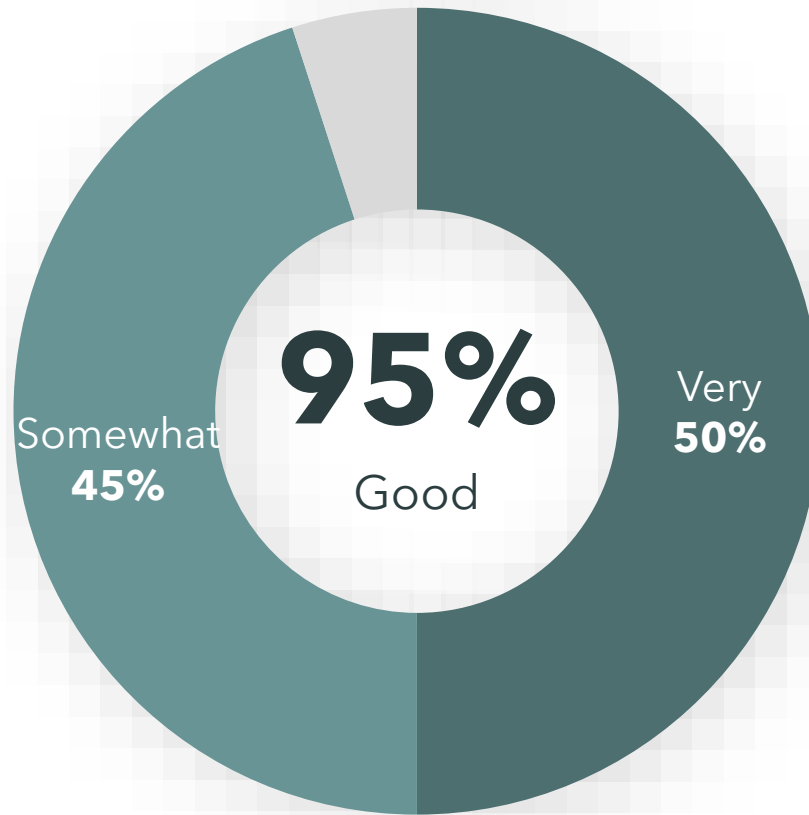
- **General mood:** Similar to the general population, Community Engagement respondents rate the quality of life in Tumwater very positively. When it comes to the most important issue in the city, they also most frequently mention transportation infrastructure issues, but put higher focus on public safety, city growth, and the environment than the general population.
- **Priorities and satisfaction with City services:** Community Engagement respondents' priorities largely align with the general population. Growth planning rises as a more urgent area that they want the City to address, even more so than homelessness response and street maintenance.
- **Public safety:** Most Community Engagement respondents feel safe in Tumwater and have very high confidence in fire and EMS.
- **Homelessness:** Community Engagement respondents are more likely to think homelessness has gotten worse in the past few years, but they are slightly less aware of the City's homelessness response.
- **Communications:** Community Engagement respondents are more likely than the general population to interact with the City through social media, participate in events and forums, receive newsletters, and all other channels. They are also more likely to be aware of or familiar with the City's Comprehensive Plan.



General mood



An overwhelming majority of residents rate the quality of life in the City of Tumwater as excellent or good.

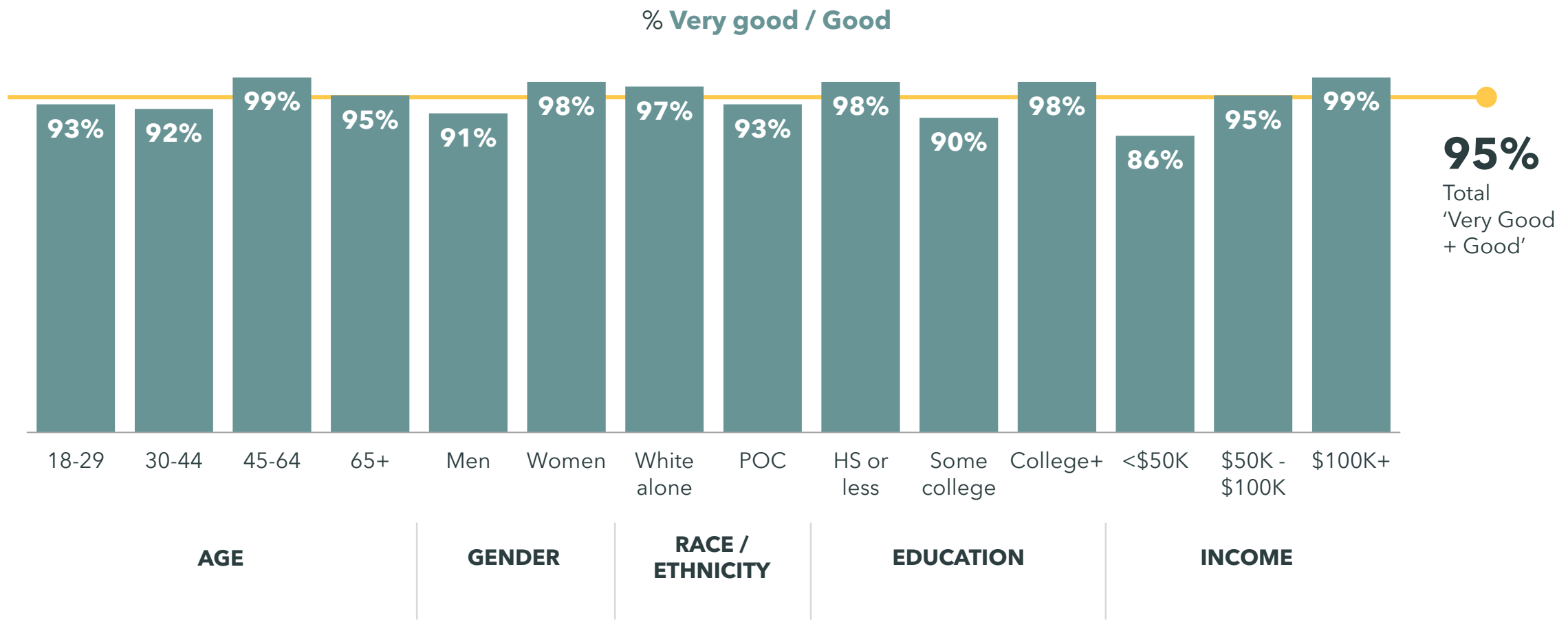


*Community
engagement survey:*

92%

say **Very good (44%)**
or **Good (48%)**

Positive ratings on quality of life are high across all key demographic groups.



Transportation infrastructure, homelessness, and housing affordability are top of mind issues that residents want city leaders to address.

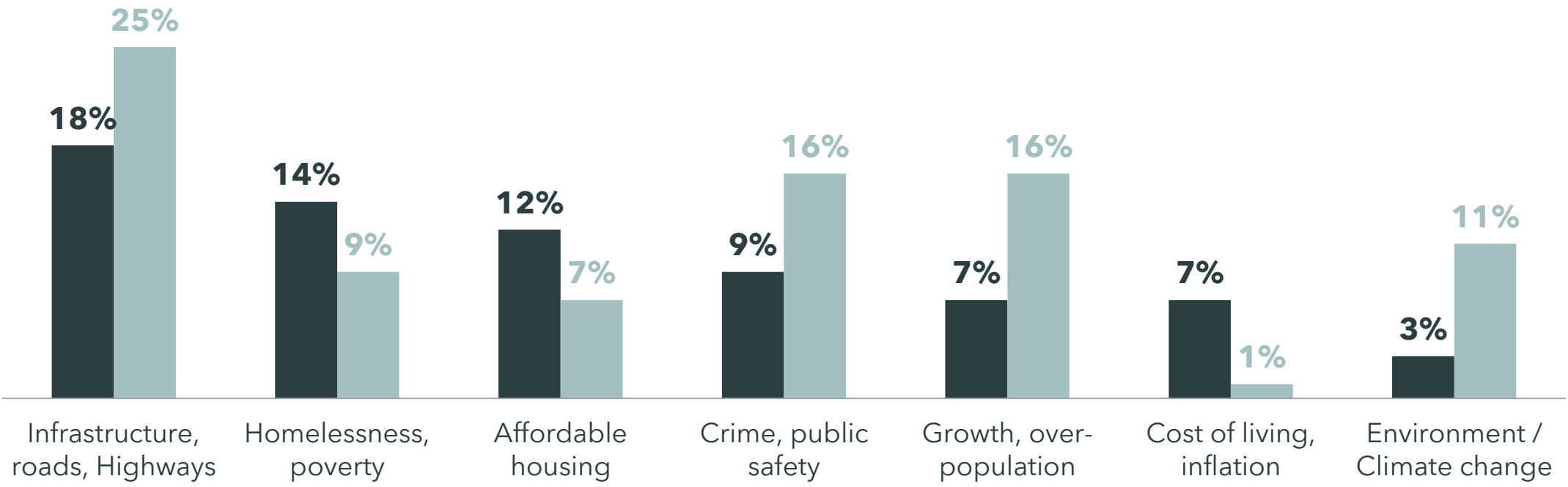
What is the most important issue you want City of Tumwater officials to address?



Community Engagement respondents prioritize transportation infrastructure but are more concerned about safety, growth, and the environment than the general population.

What is the most important issue you want City of Tumwater officials to address?

Statistically Valid Survey (N=300) vs **Community Engagement Survey (N=273)**

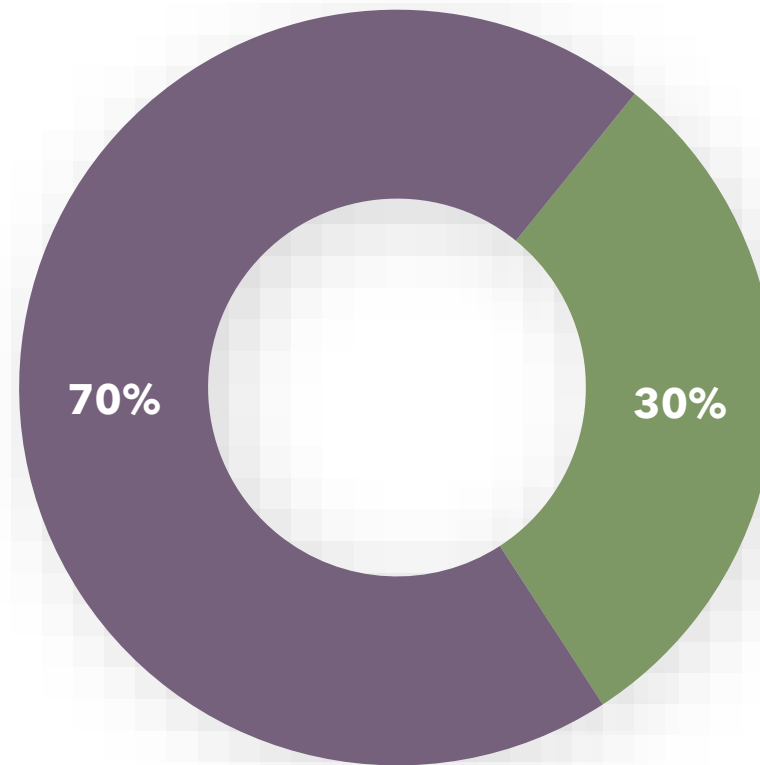


Government performance & resident priorities



Residents believe the city government should be responsible for meeting community needs, rather than the private sector and community organizations.

City government should be in charge of meeting community needs as much as possible.



City government should let the **private sector and community organizations** respond to community needs as much as possible.

Younger residents and those with higher educational attainment are more likely to say that city government should be responsible for meeting community needs.

% who say **city government** should be responsible for meeting community needs

Statistically Valid Survey
N=300

Community Engagement Survey
N=273

AGE

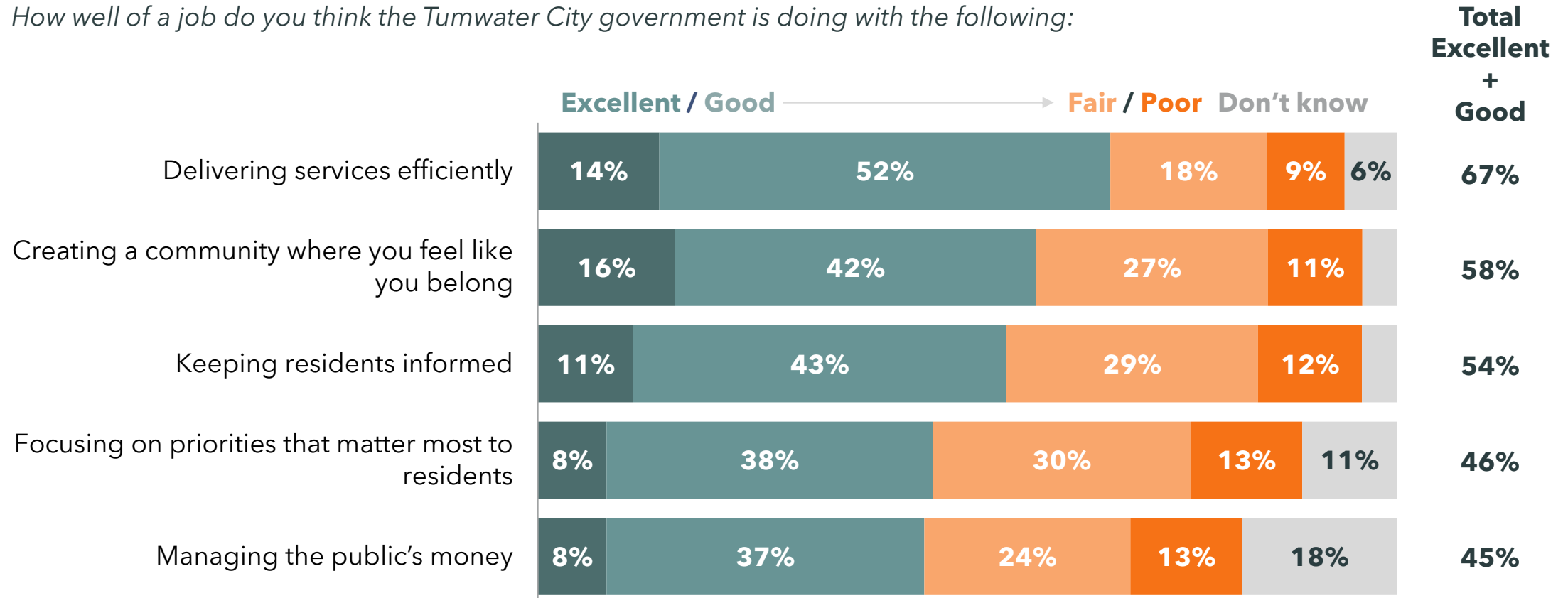


EDUCATION



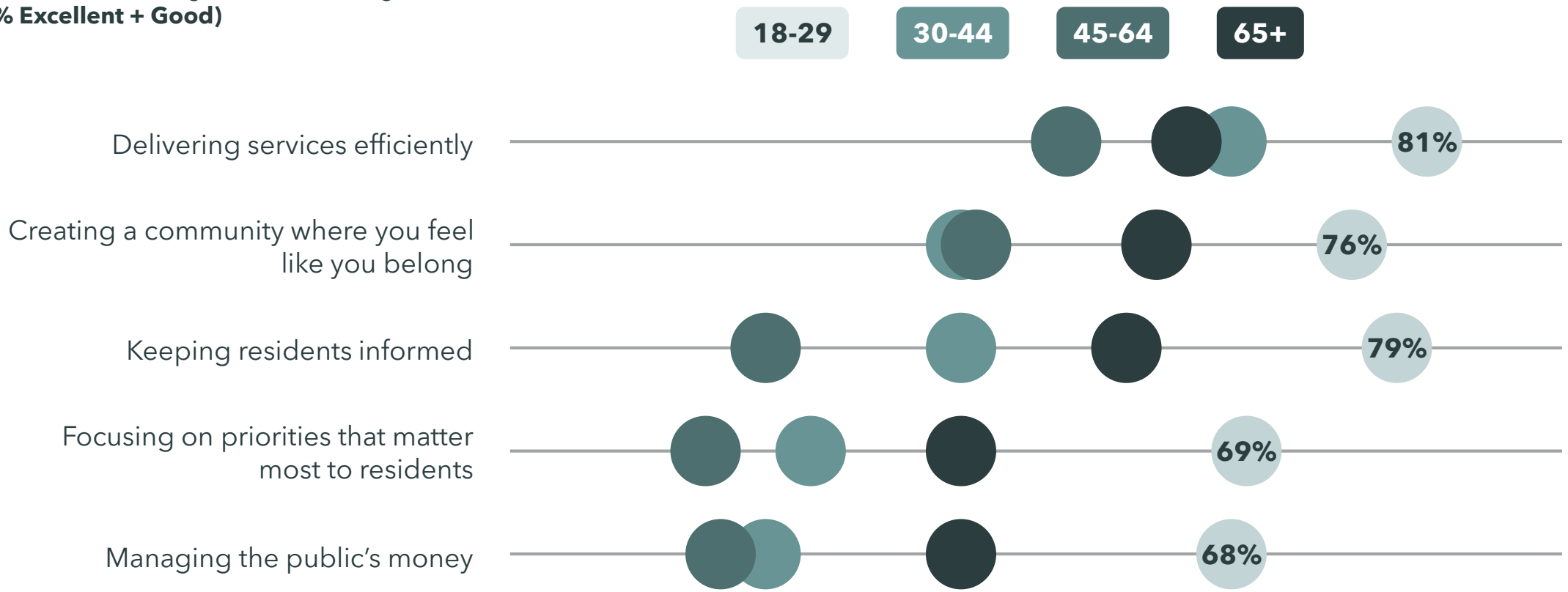
Regarding overall performance, residents rate the City most favorably in delivering services efficiently but are less certain about its management of public funds.

How well of a job do you think the Tumwater City government is doing with the following:



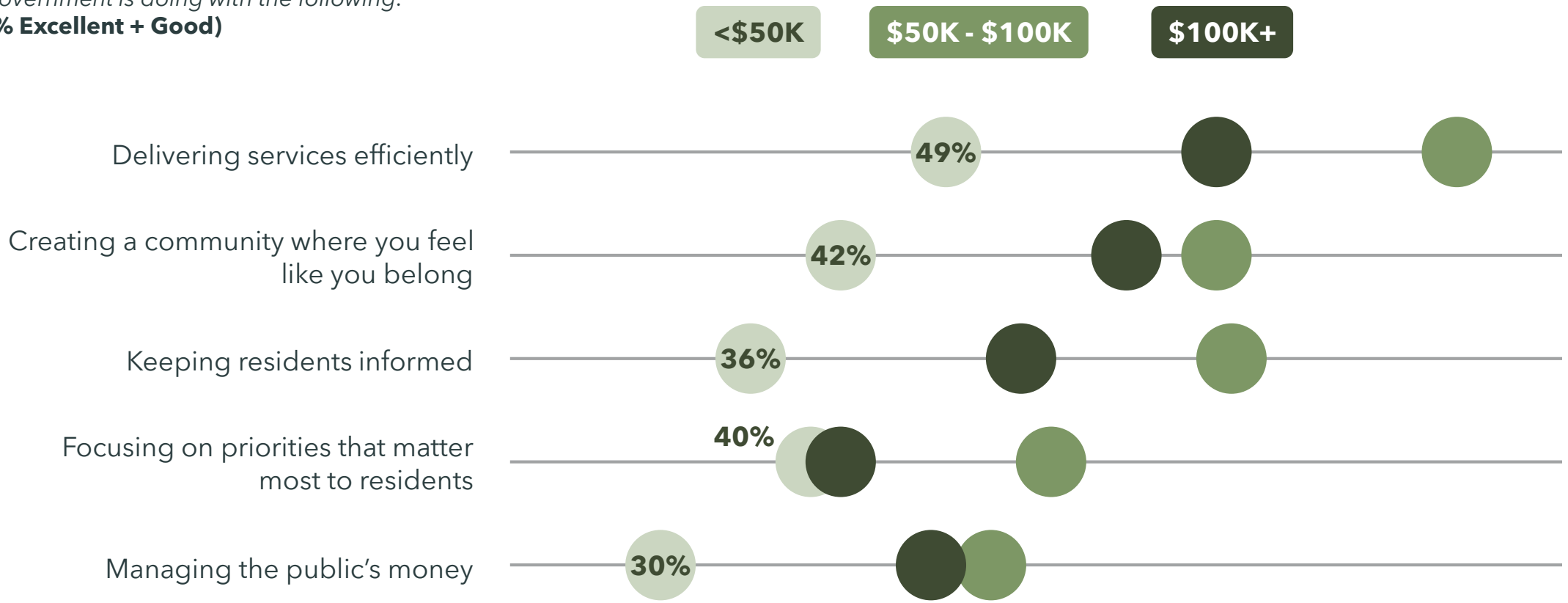
Residents ages 18-29 are more likely to rate the City's performance positively in all areas.

How well of a job do you think the Tumwater City government is doing with the following:
(% Excellent + Good)

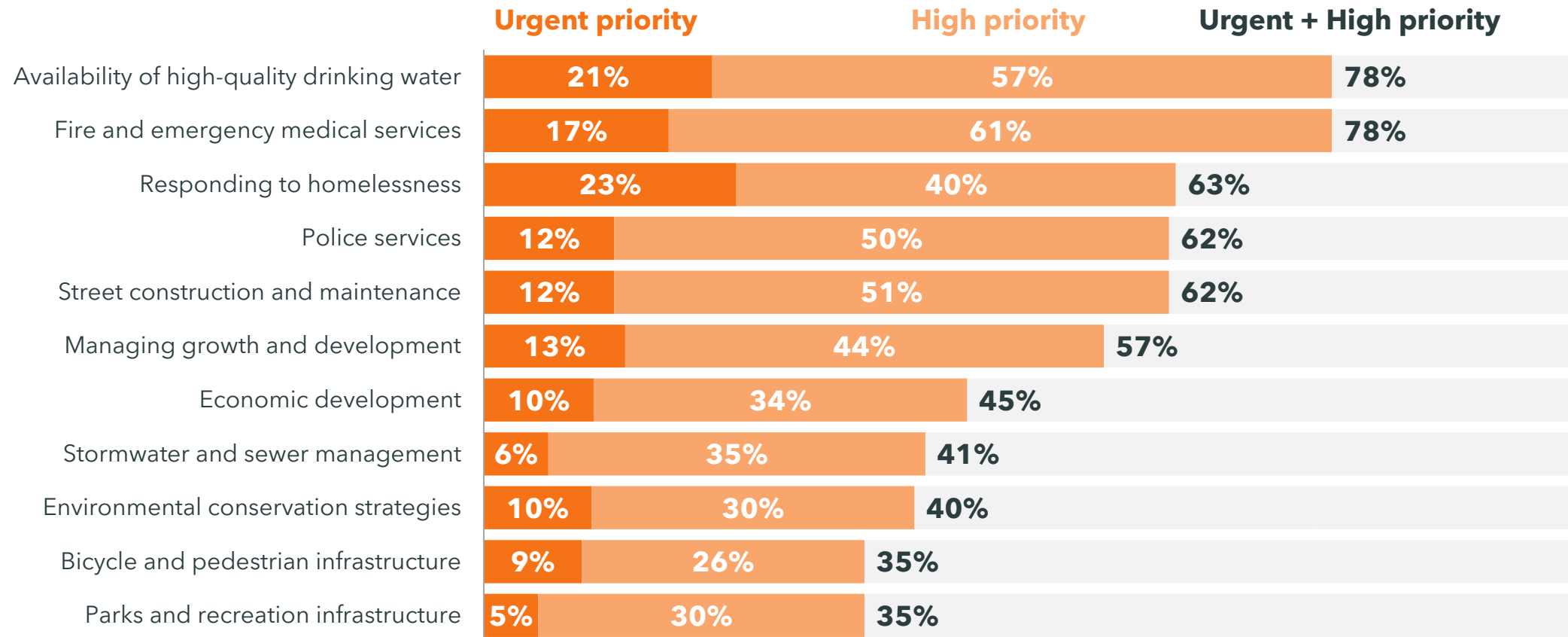


Lower-income residents rate the City's performance less favorably.

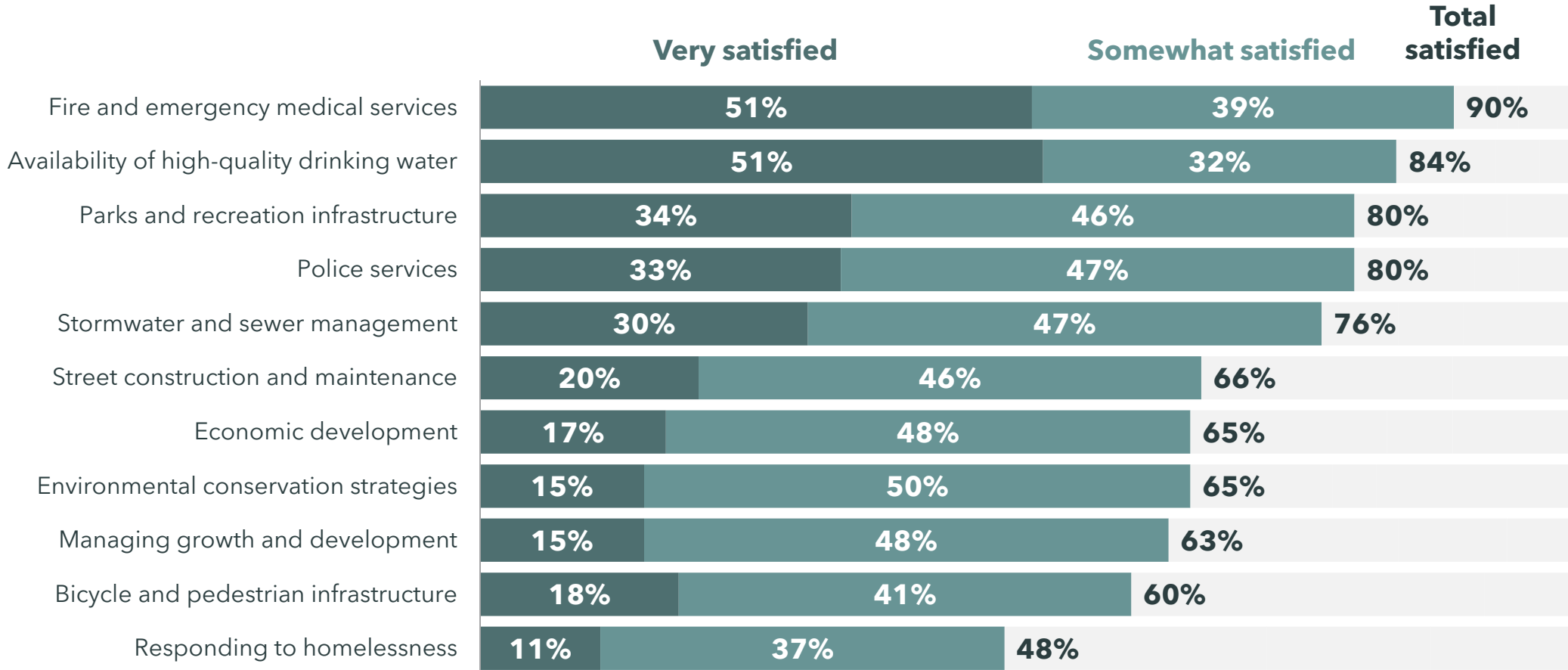
How well of a job do you think the Tumwater City government is doing with the following:
(% Excellent + Good)



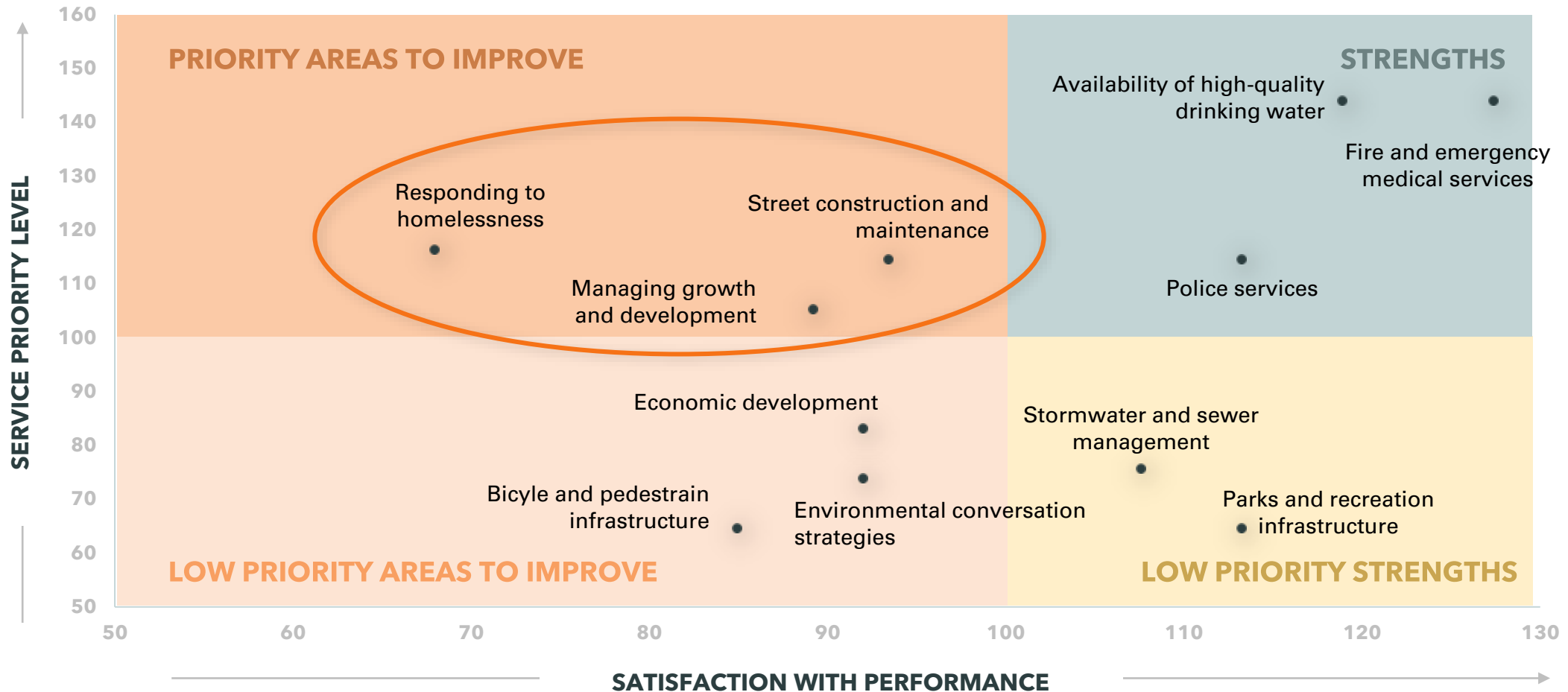
Residents consider responding to homelessness the most *urgent* issue, but also prioritize high-quality drinking water and fire/EMS services.



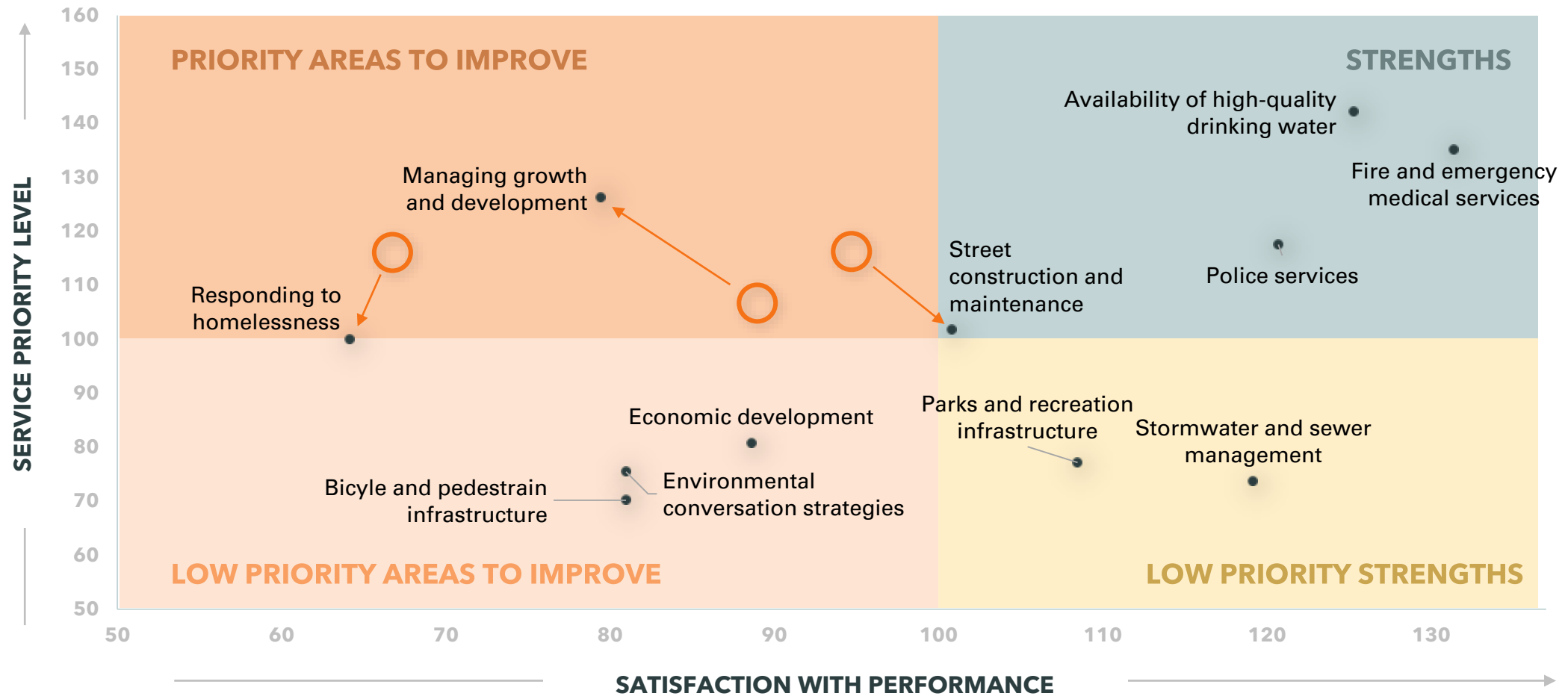
Residents are most satisfied with fire and EMS, drinking water, parks and rec infrastructure, and police services.



Residents' perceptions of the City's homelessness response, growth planning, and street maintenance indicate these are the most urgent areas they want the City to address.



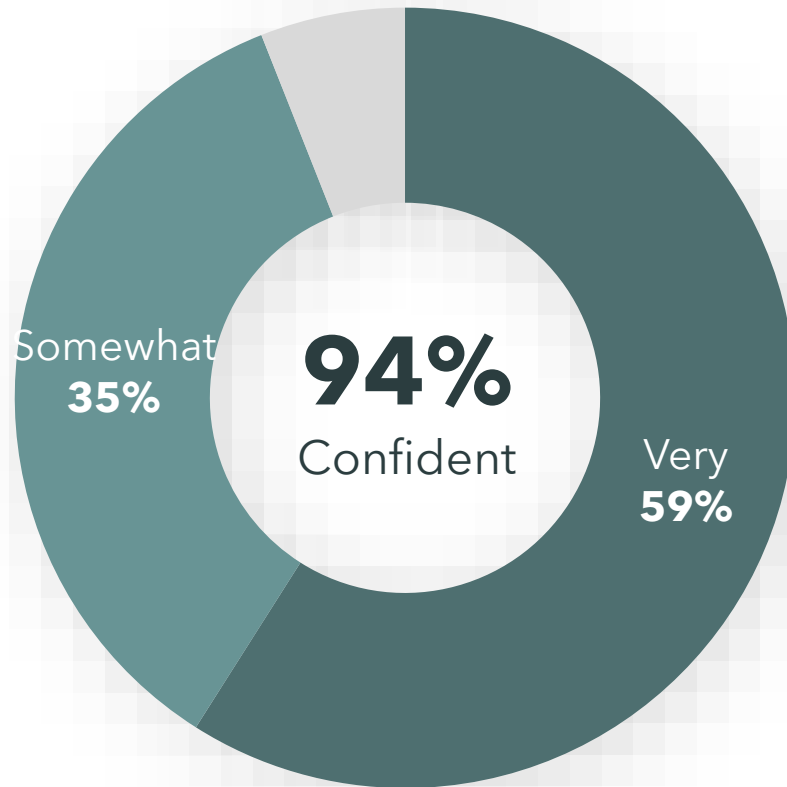
Community Engagement respondents are more likely to prioritize growth planning in the City of Tumwater.



Public safety



Nearly all residents feel confident in the City of Tumwater's fire and emergency medical services.



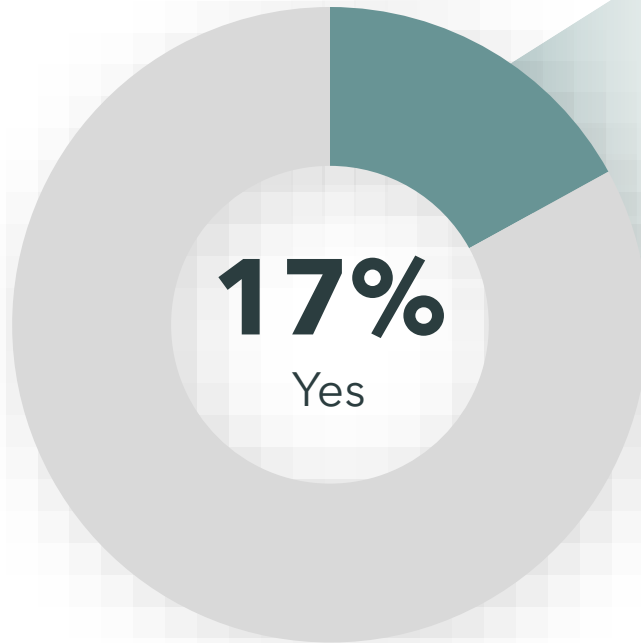
Community engagement survey:

89%

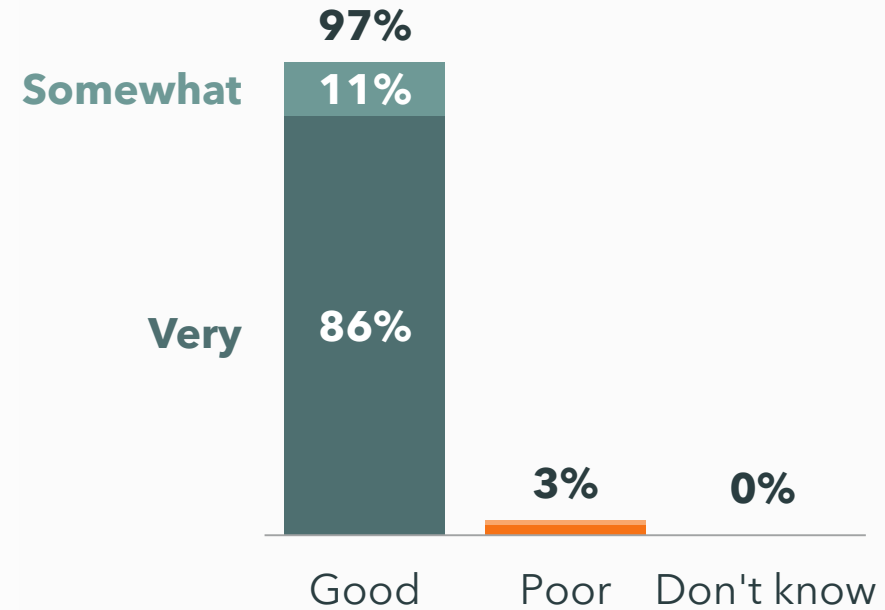
say **very confident (56%)**
or **somewhat confident (34%)**

Fewer than 1 in 5 have interacted with fire and EMS in the past year. Almost all rate their interaction very positively.

Have you had any interactions with Tumwater's fire and emergency medical services in the last 12 months?

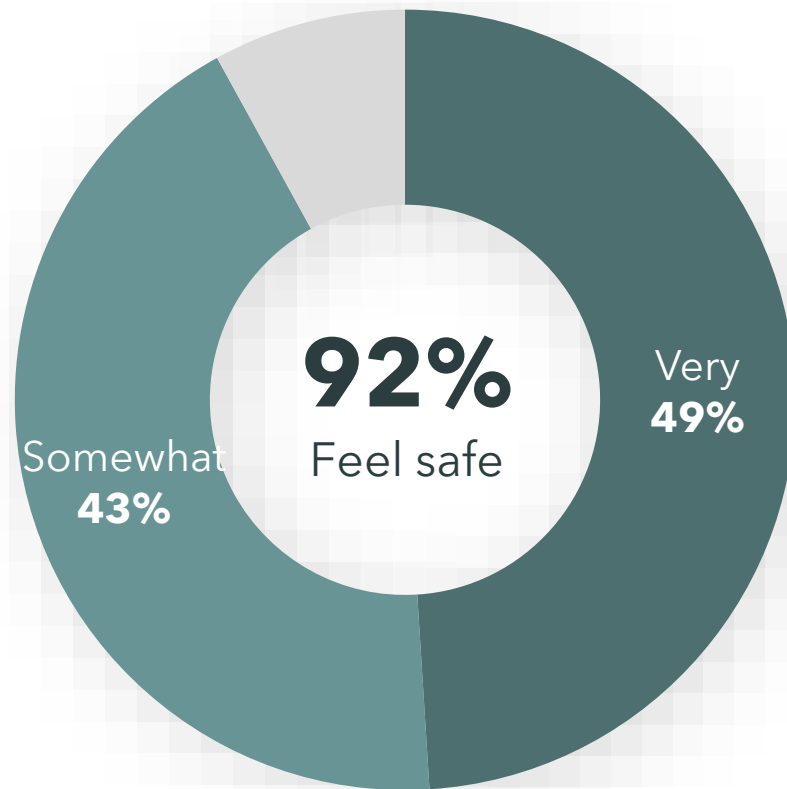


If yes, how would you rate the quality of service you received during that recent interaction?



n=51

Most residents in Tumwater feel safe, with about half saying they feel *very* safe.



Community engagement survey:

88%

feel **very safe (43%)**
or **somewhat safe (45%)**

Police presence and response times, low crime rates, and a strong sense of community contribute to feelings of safety.

Community Engagement (n=240)

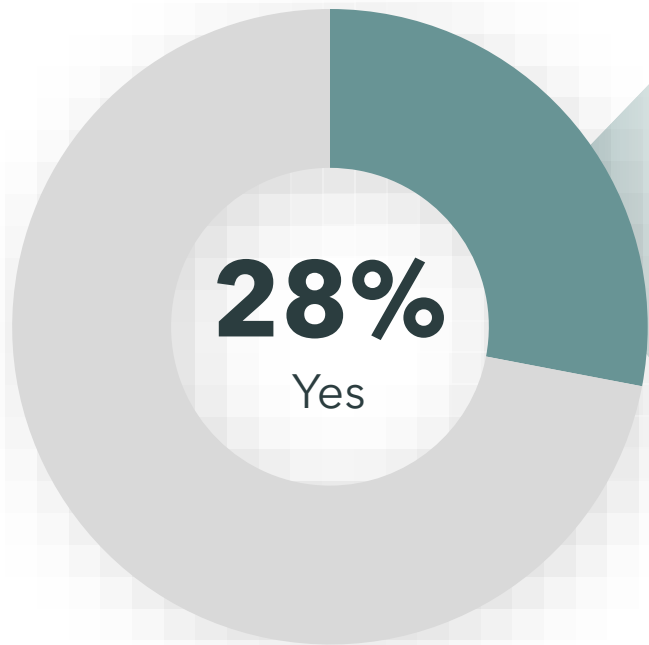
Statistically Valid (n=275)

What contributes to feeling safe in the City of Tumwater?

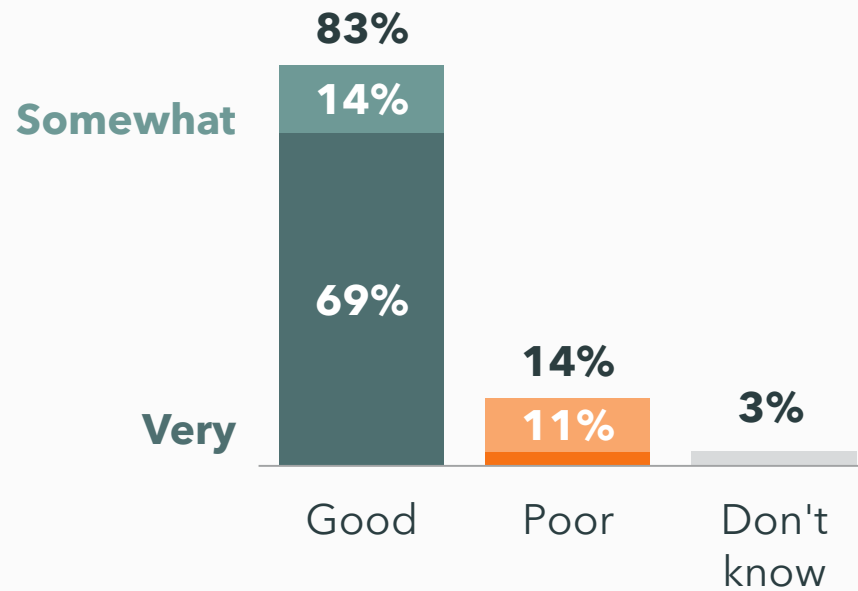
Community Engagement (n=240)	Statistically Valid (n=275)	What contributes to feeling safe in the City of Tumwater?
35%	33%	Police presence, response times
21%	16%	Low crime
12%	11%	Small town feel / Close community
10%	9%	Don't see much homelessness
6%	9%	Generally feel safe
8%	8%	Live in a safe neighborhood
5%	6%	Good roads and streets / Street lighting
4%	6%	Safer than neighboring areas
4%	6%	Can walk outside freely

Over a quarter of residents have interacted with the Police Department in the past year. Most rate their interaction very positively.

Have you had any interactions with Tumwater's Police Department in the last 12 months?



How would you rate the quality of service you received during that recent interaction?



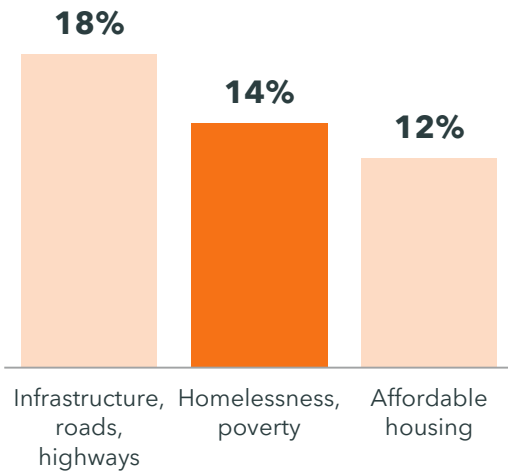
n=84

Homelessness



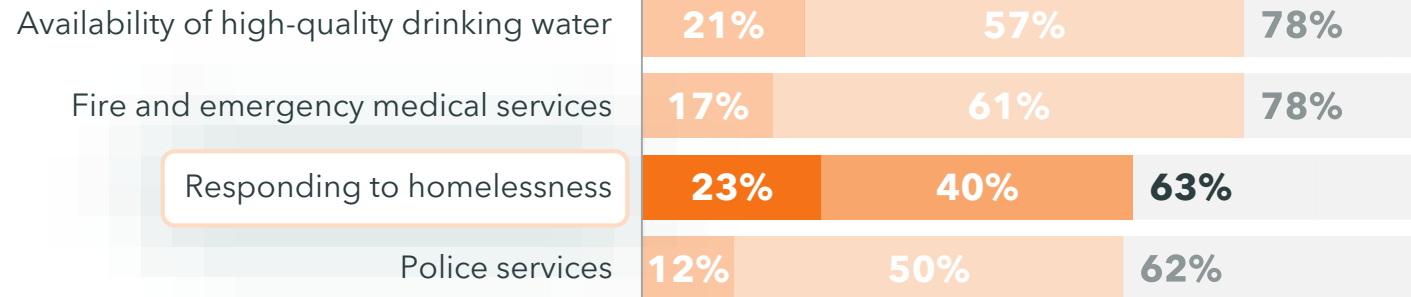
Homelessness is a key issue for Tumwater residents; responding to homelessness ranks among their top priorities, but less than half are satisfied with the City’s efforts in this area.

Most important issue in Tumwater
Top 3 mentions



Priority of City Services

% **urgent/high**

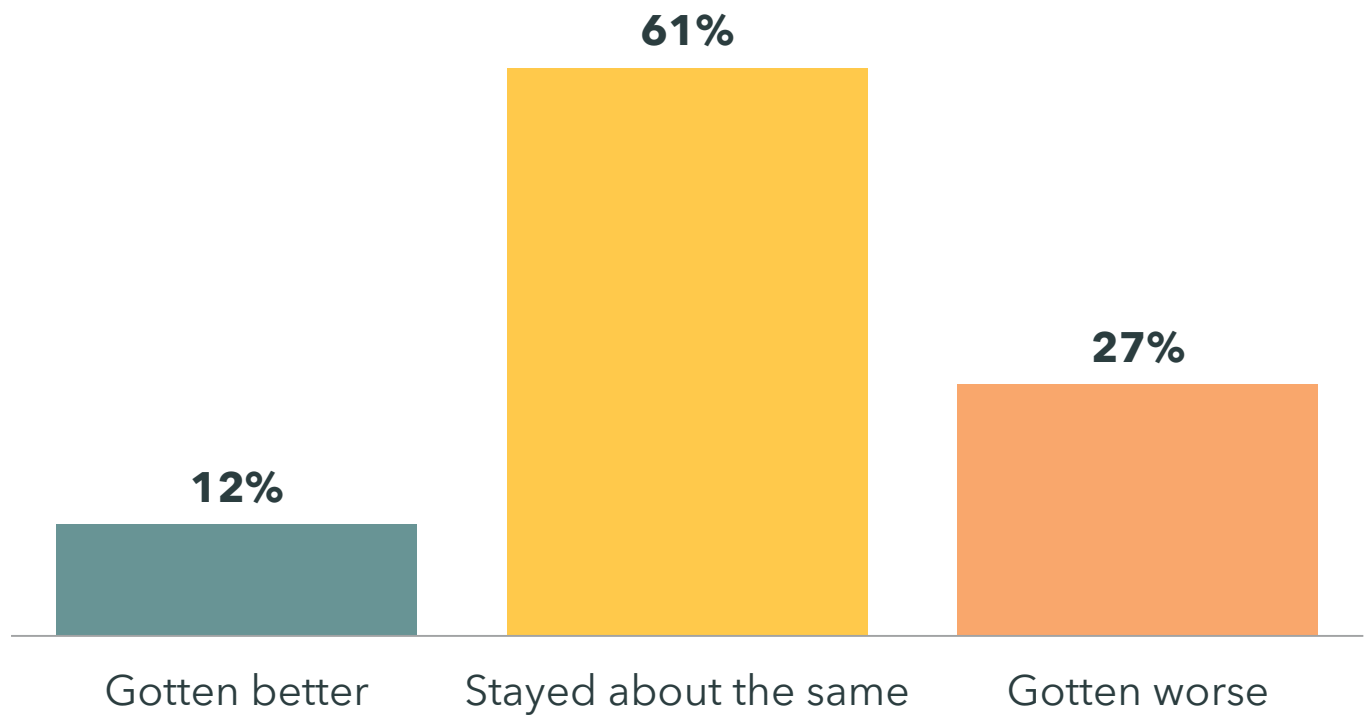


Satisfaction with City Services

% **very/somewhat**

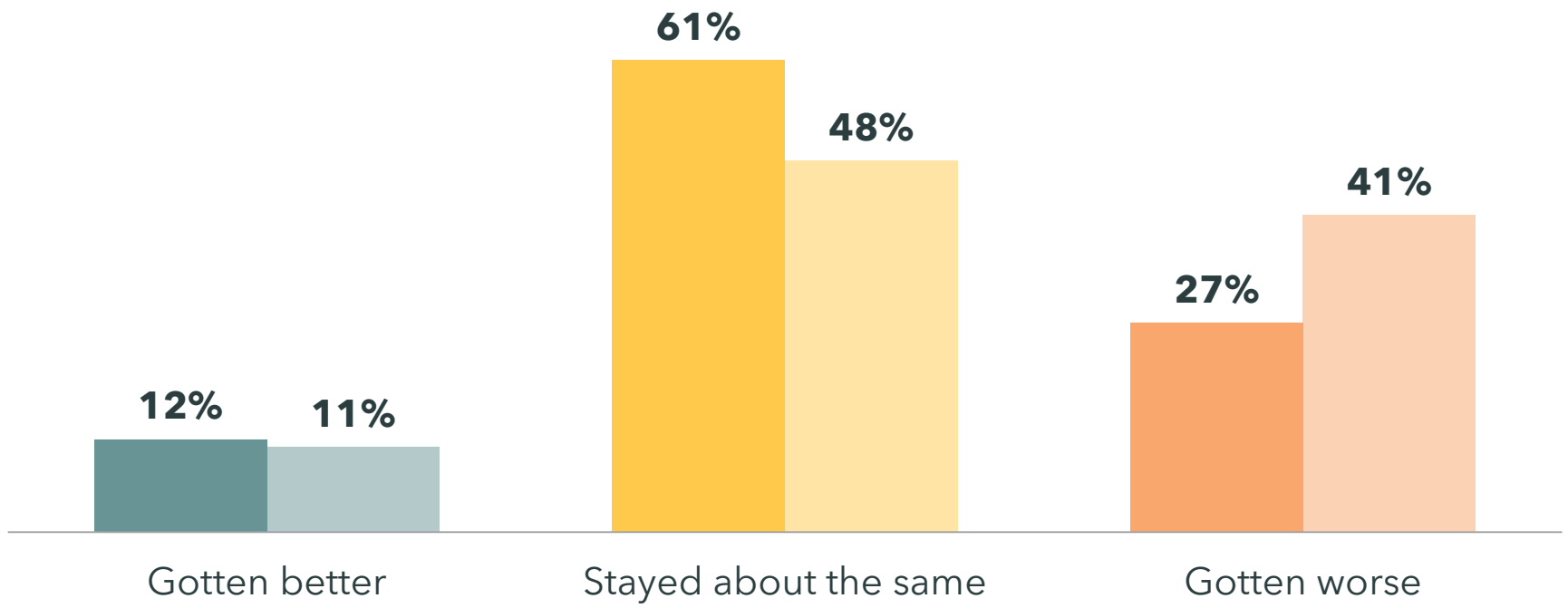


Most residents believe homelessness has stayed about the same in the past two years.

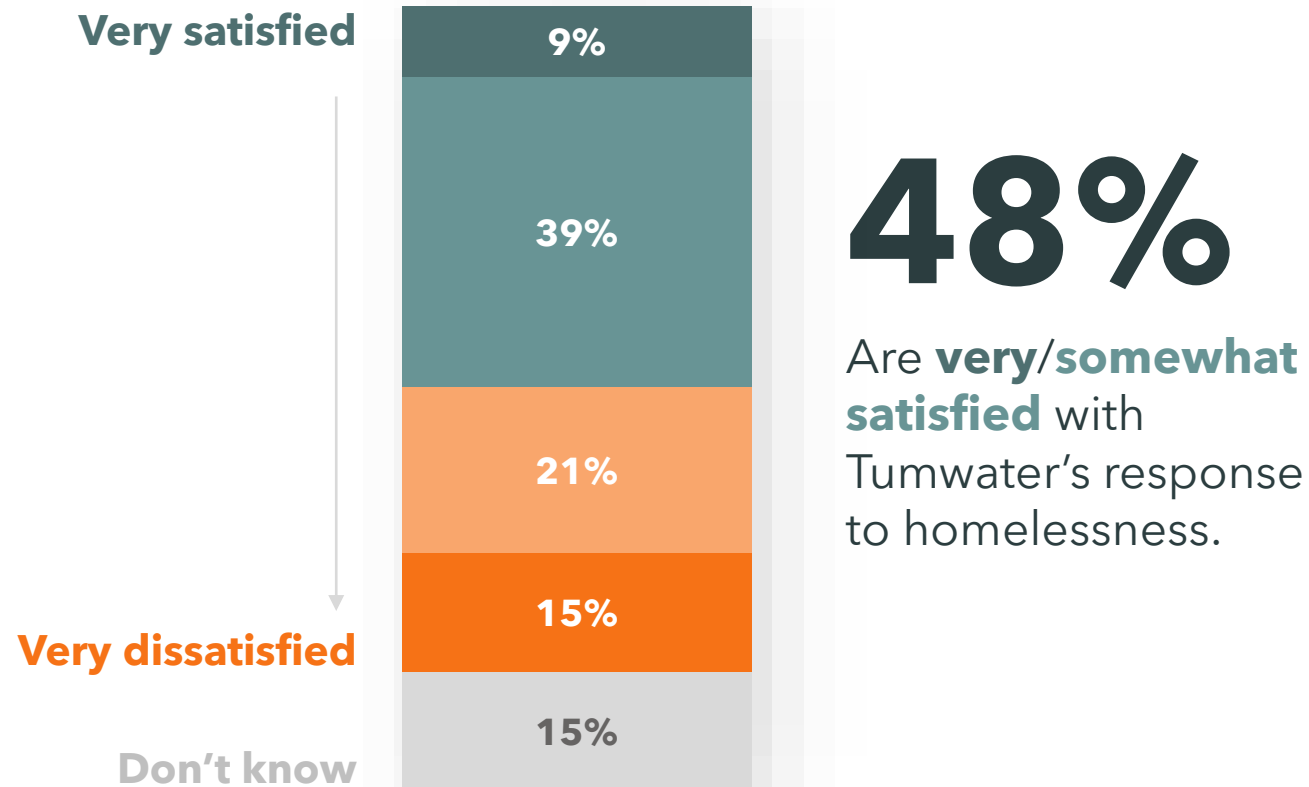


Community Engagement respondents are more likely to think homelessness has gotten worse.

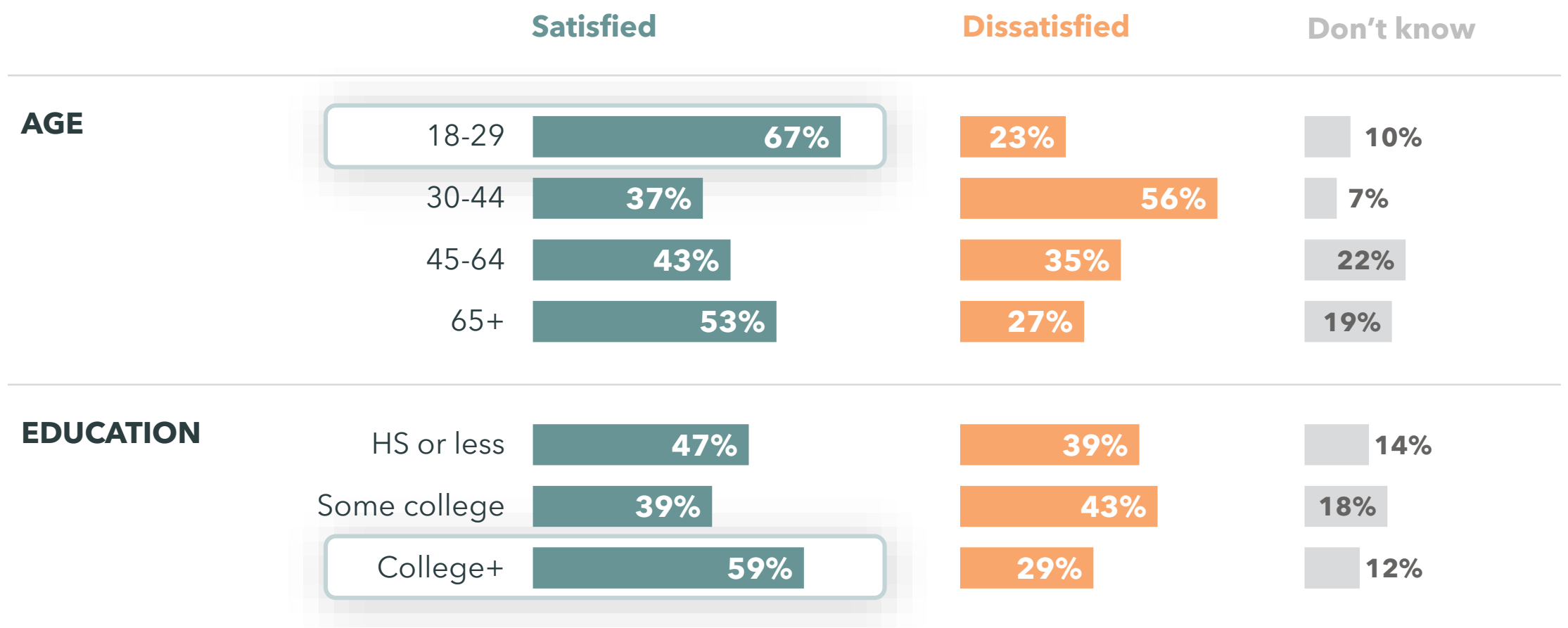
Perceptions of homelessness over the past two years
Statistically Valid survey (N=300) vs **Community Engagement survey (N=273)**



About half of residents are satisfied with Tumwater's response to homelessness.

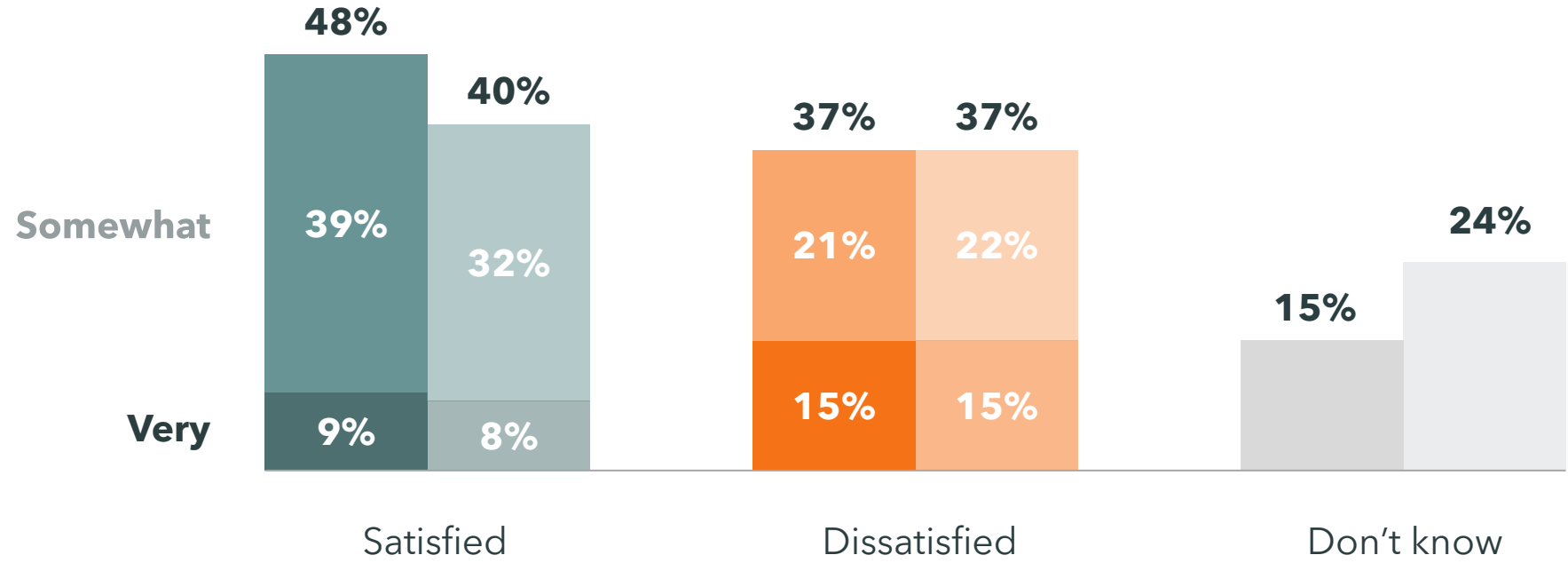


Residents ages 18-29 and college graduates are more likely to be satisfied with the City's homelessness response.



Community Engagement respondents are more divided on homelessness response, but this is due to uncertainty rather than dissatisfaction.

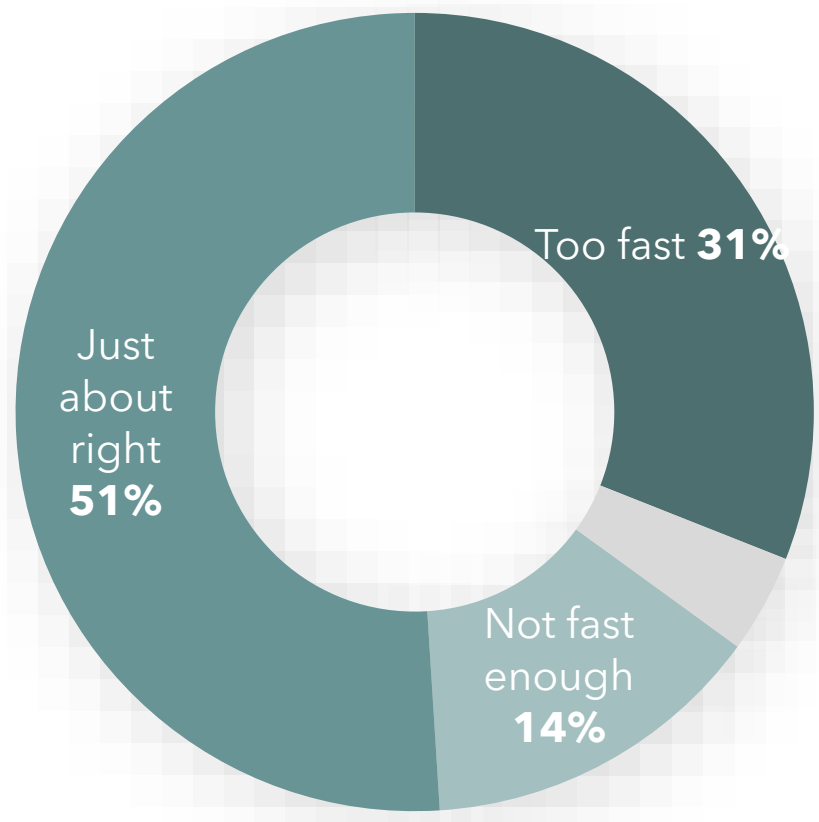
Satisfaction with homelessness response
Statistically Valid survey (N=300) vs **Community Engagement survey (N=273)**



Growth & development



Half of residents are satisfied with Tumwater's growth rate.

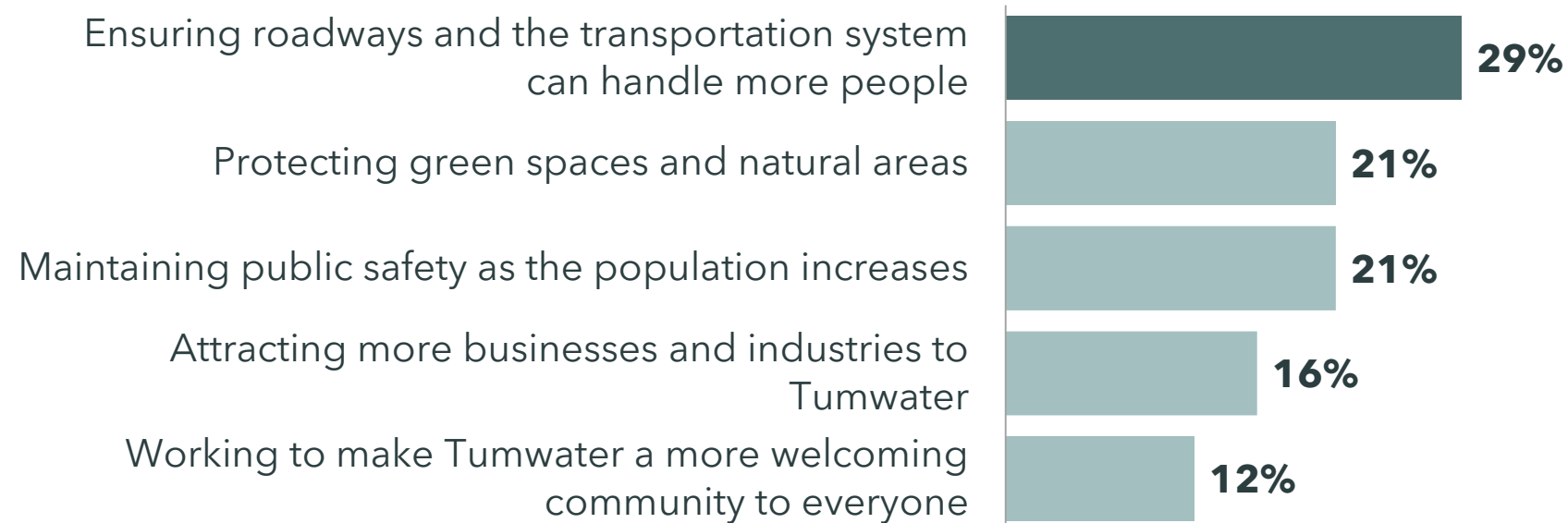


Community engagement survey:

- 45%** say just about right
- 39%** say too fast
- 11%** say not fast enough

Residents are divided on how the City should handle growth, but they lean toward improving transportation to accommodate more people.

Right now, what should the City of Tumwater's biggest priority be for better managing its growth?



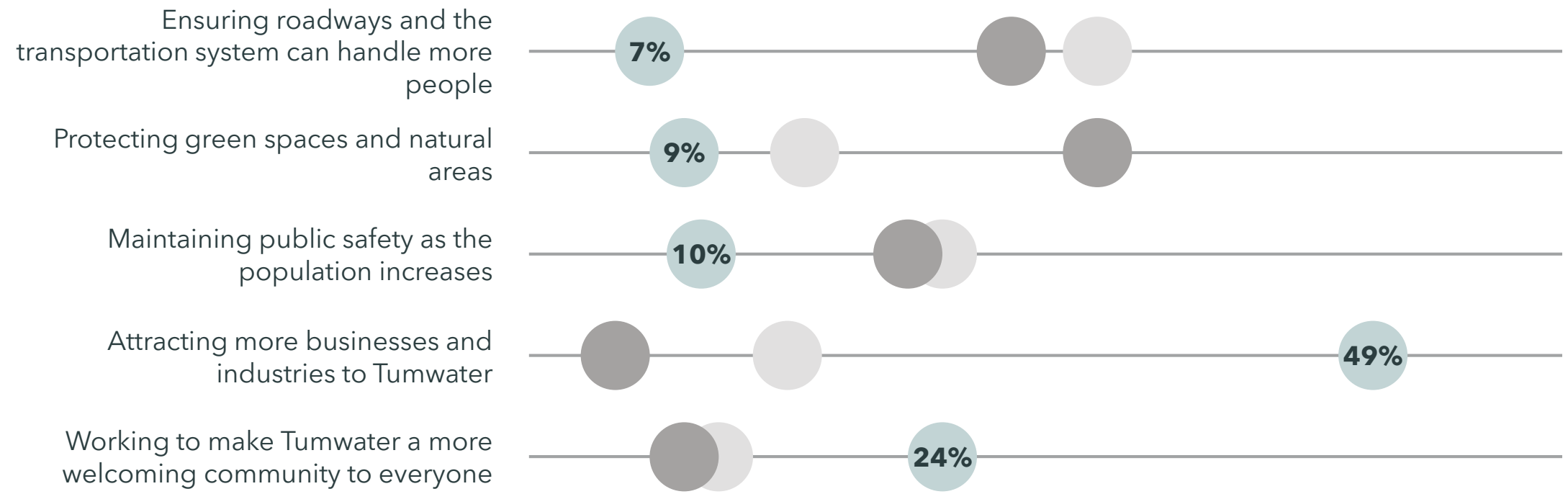
Those who think Tumwater’s growth is steady are more likely to prioritize transportation improvements.

Right now, what should the City of Tumwater’s biggest priority be for better managing its growth?



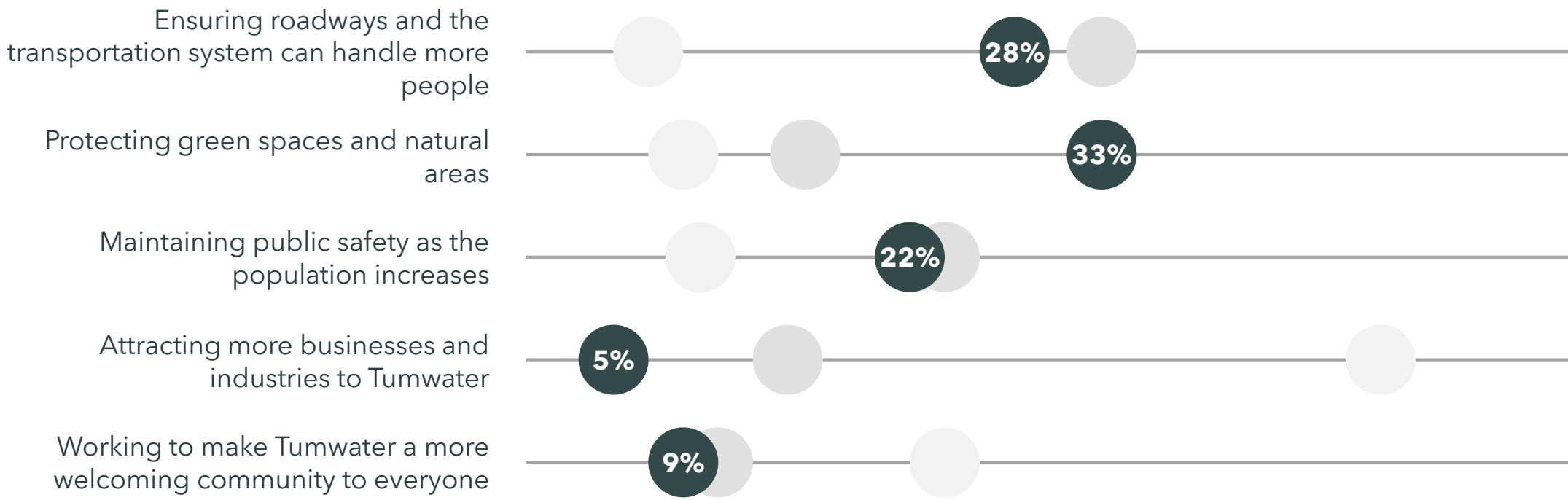
Those who think Tumwater is not growing fast enough prefer that the City focus on attracting businesses and industries to the area.

Right now, what should the City of Tumwater's biggest priority be for better managing its growth?



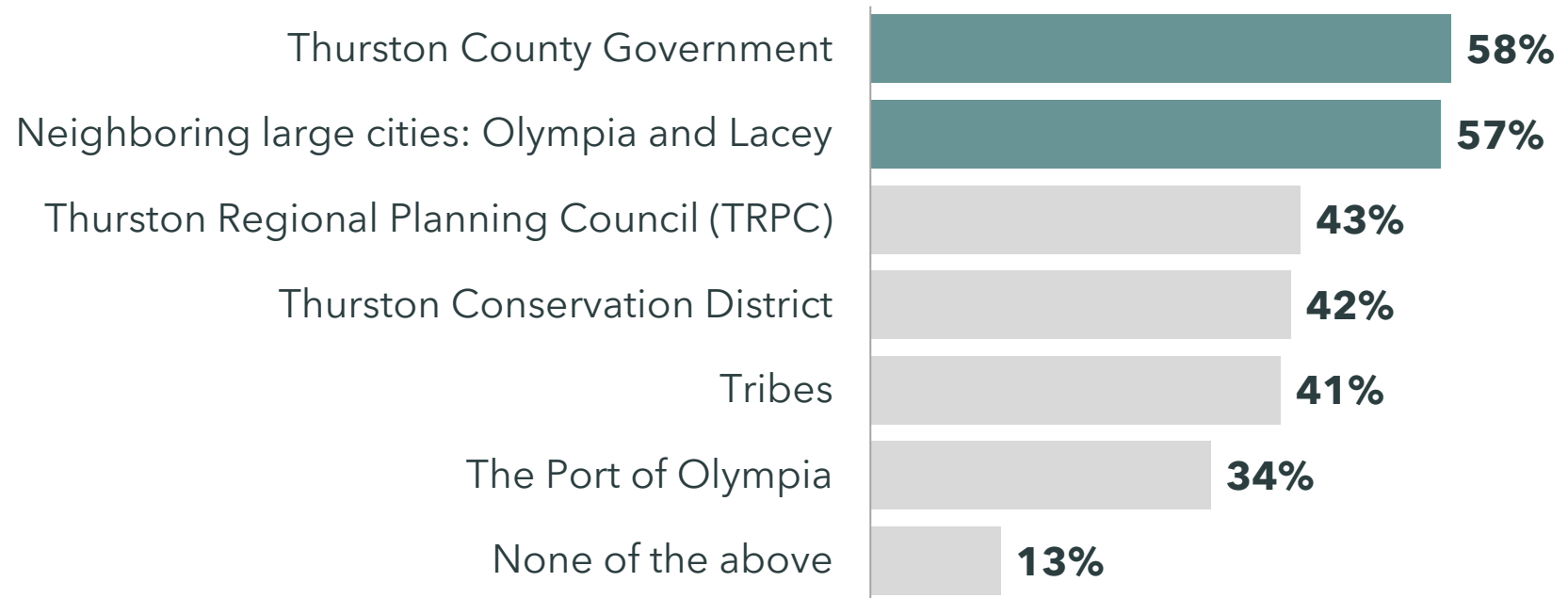
Those who think Tumwater’s growth is too fast place a higher priority on protecting green spaces and natural areas.

Right now, what should the City of Tumwater’s biggest priority be for better managing its growth?



Residents say it is important for the City to engage with Thurston County Government and neighboring large cities on growth planning.

When thinking about Tumwater's growth, what stakeholders do you think are important for the City to engage with?

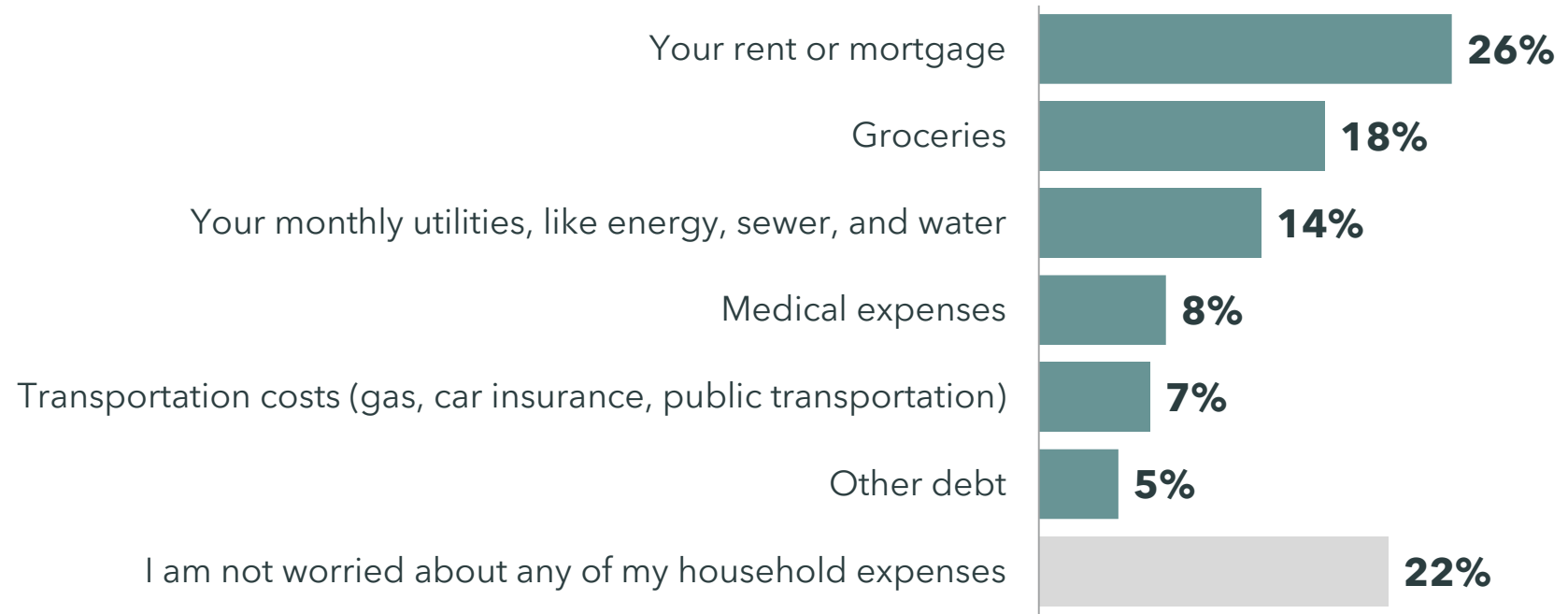


Economy & the environment



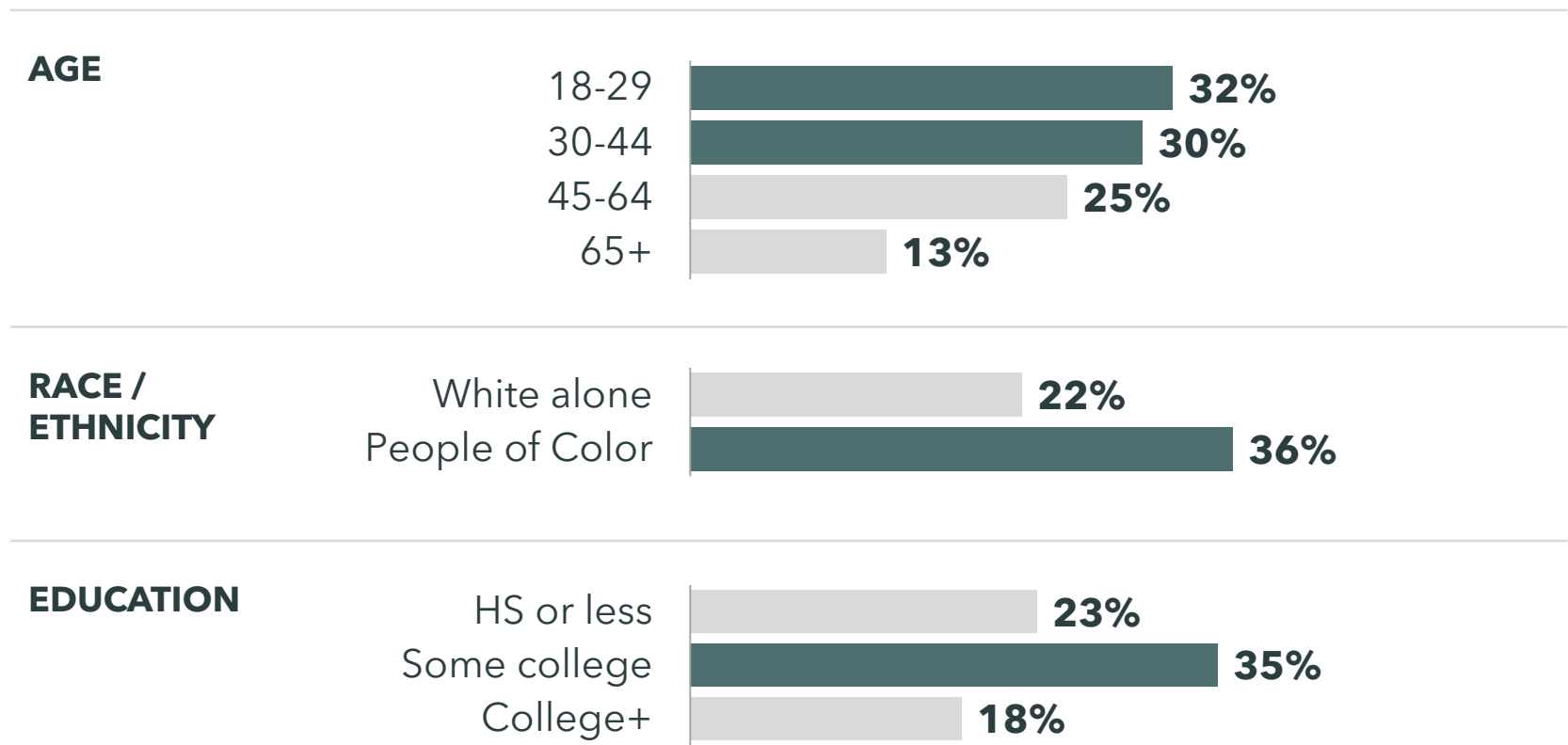
Residents are most concerned about affording their rent or mortgage, groceries, and monthly utilities. One in five are not worried about their expenses.

Which of the following expenses are you most worried about the ability of your household to afford?



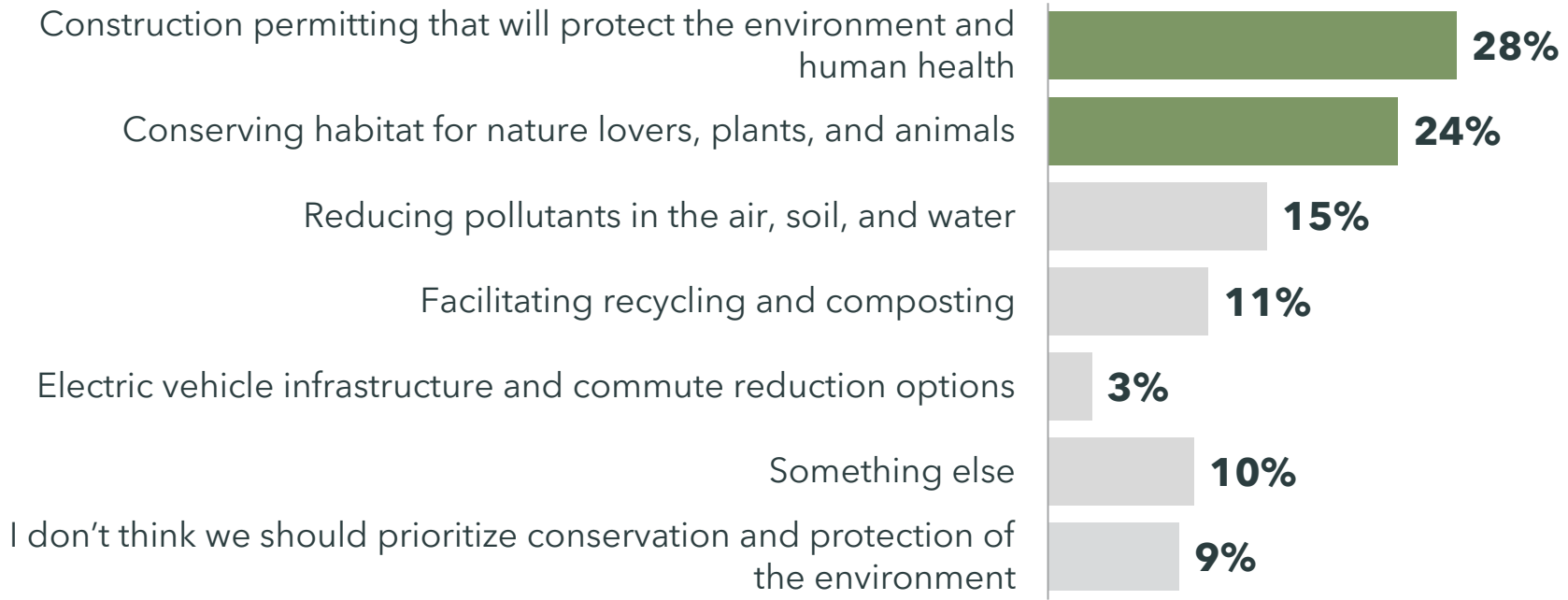
Younger residents, People of Color, and those with some college education are more likely to say they are most worried about affording their rent or mortgage.

% who are most worried about affording their **Rent or mortgage**



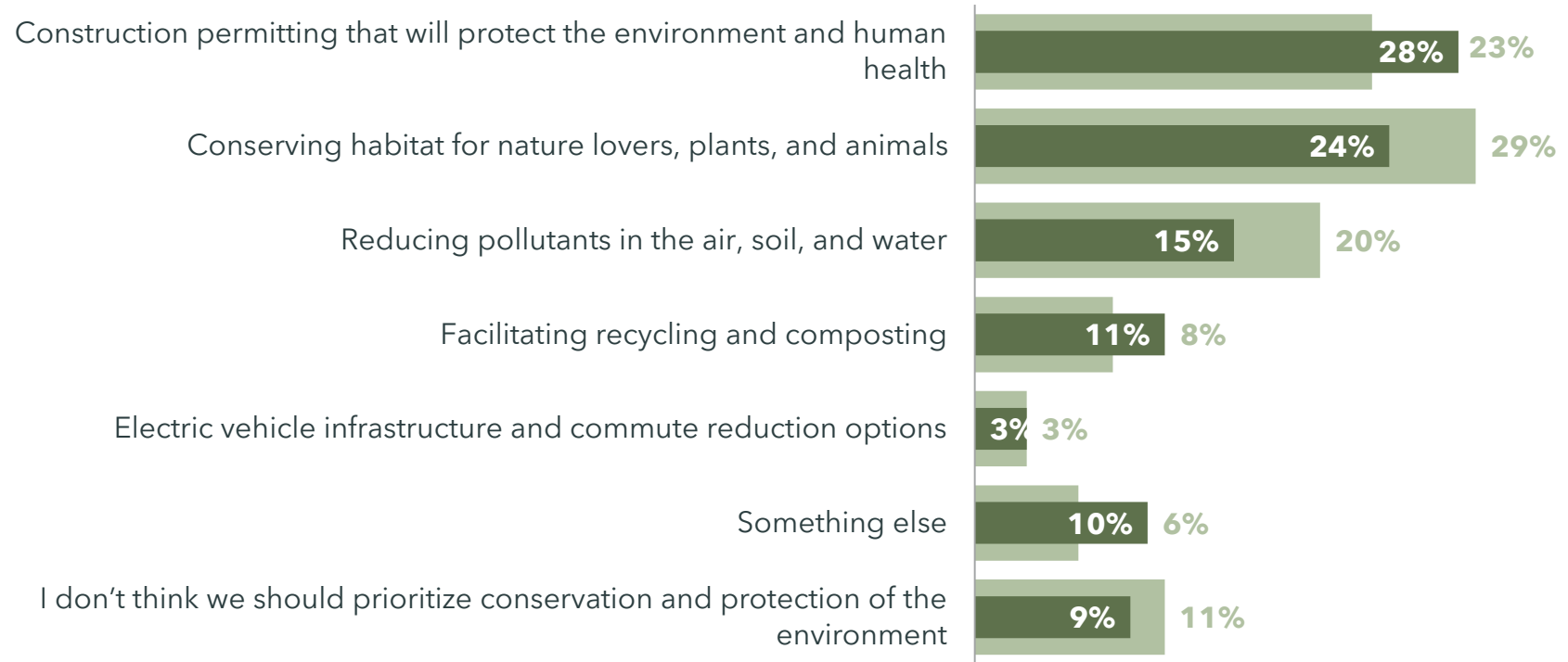
Regarding the conservation and protection of the environment, residents prioritize construction permitting that safeguards the environment and human health, as well as conserving habitats.

Regarding the conservation and protection of the environment, what is your top priority?



Community Engagement respondents place higher priority on conserving habitats and reducing pollutants in the air, soil, and water.

Regarding the conservation and protection of the environment, what is your top priority?
Statistically Valid survey (N=300) vs **Community Engagement survey (N=273)**

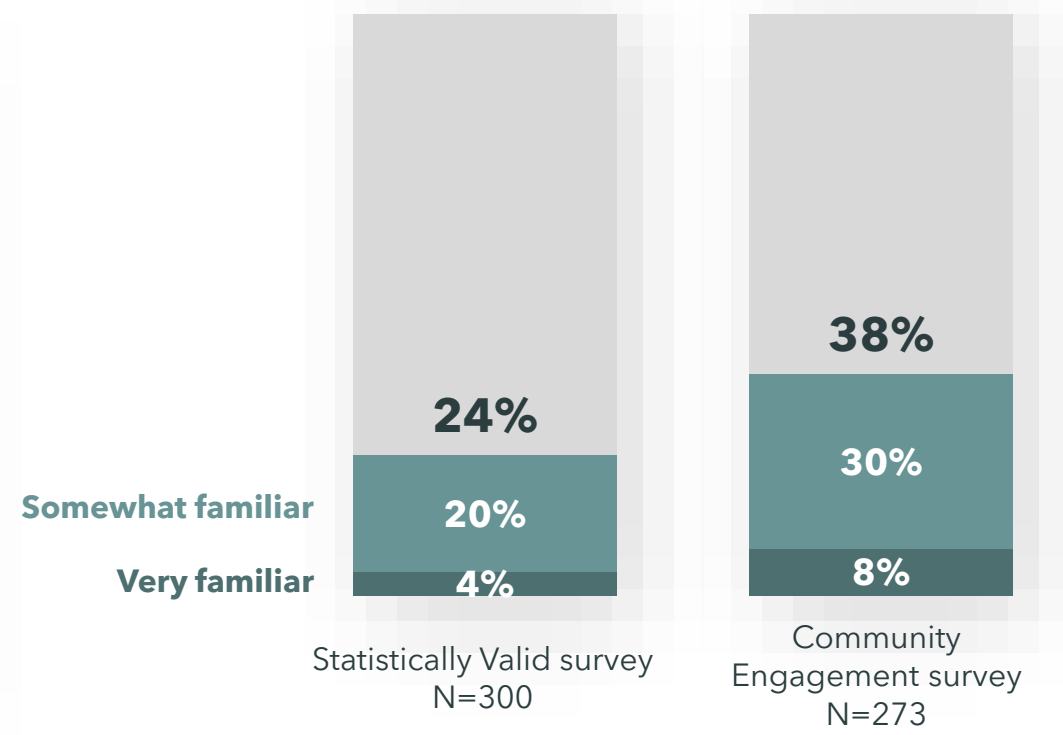


Communications



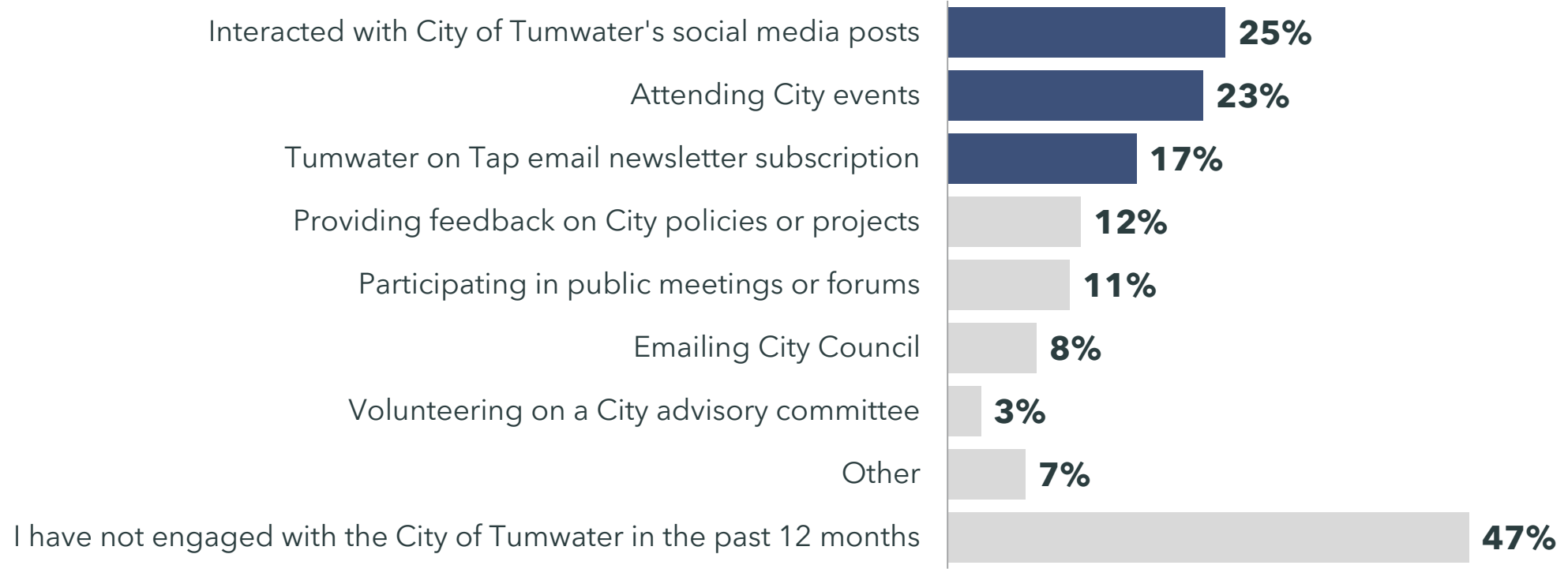
A quarter of residents are familiar with the City’s comprehensive plan. Community Engagement respondents are more likely to be familiar.

How familiar, if at all, are you with the City of Tumwater’s comprehensive plan?



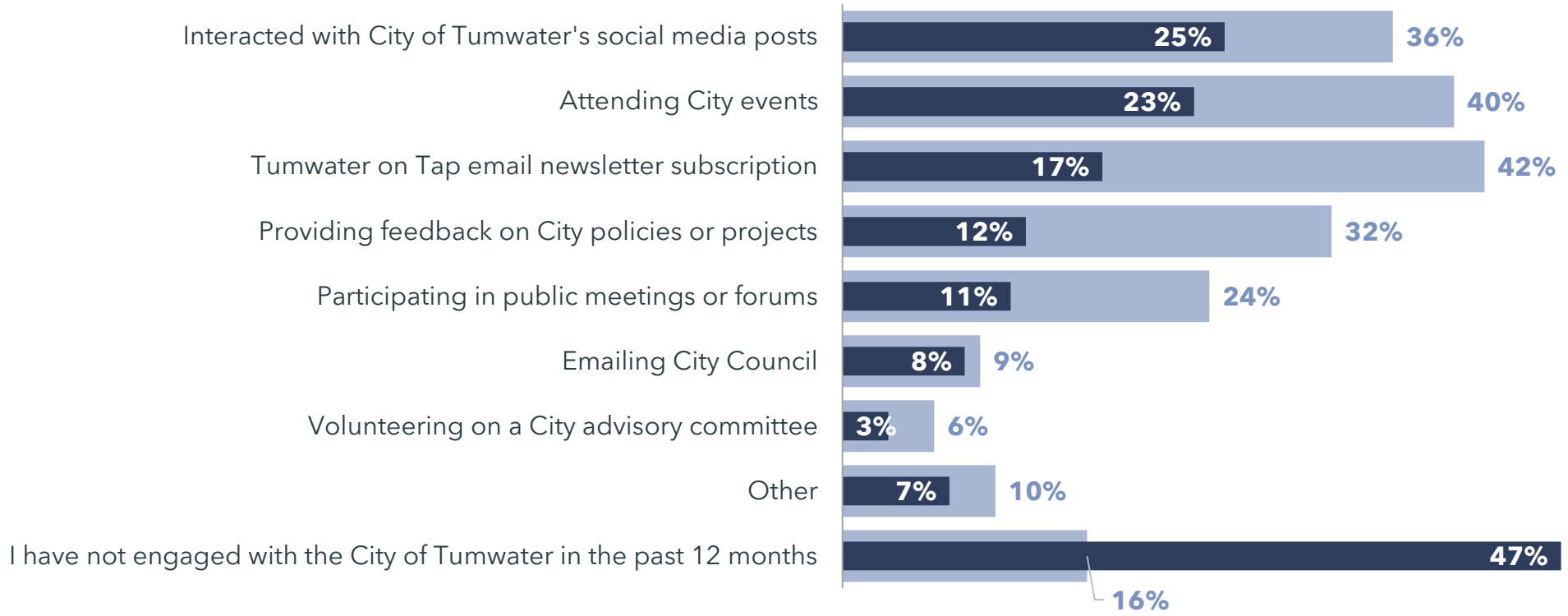
Residents are most likely to interact with the City through its social media posts, attending City events, and reading Tumwater on Tap.

In the past 12 months, which of the following ways have you engaged with the City of Tumwater?



Community Engagement respondents are much more likely to have engaged with the City via every listed method in the survey.

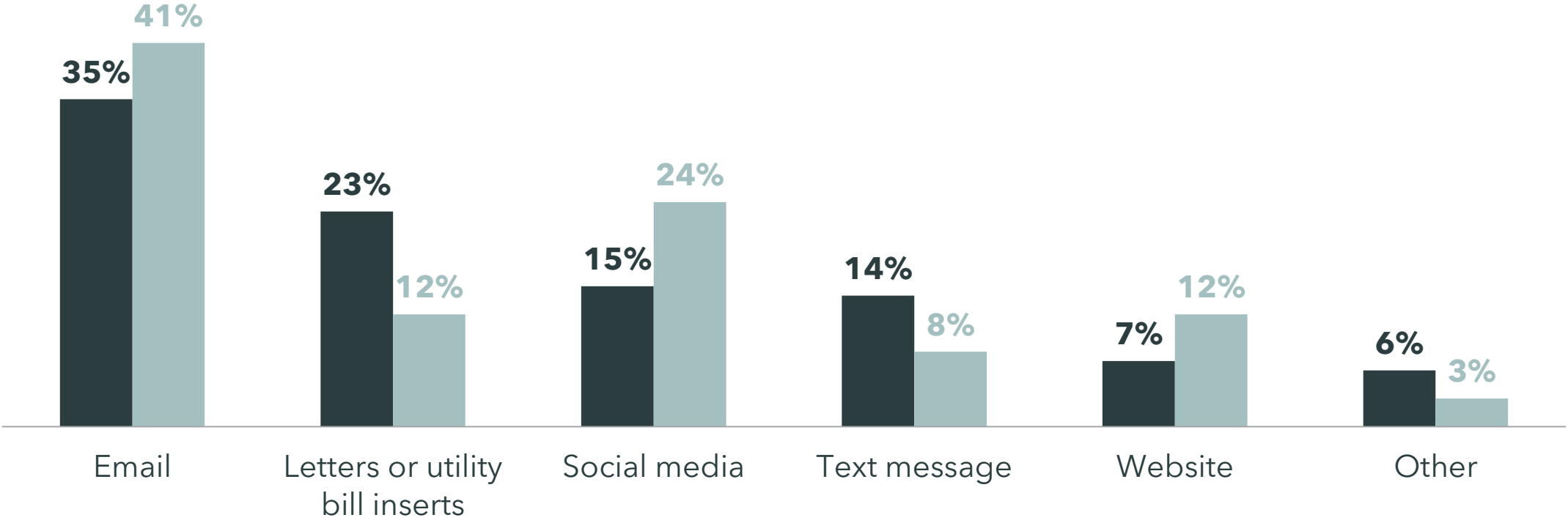
In the past 12 months, which of the following ways have you engaged with the City of Tumwater?
Statistically Valid survey (N=300) vs Community Engagement survey (N=273)



The best way to communicate with residents about community updates is through email, letters or bill inserts, and social media.

What would be the best way for the City of Tumwater to communicate with you about general community updates and work being done in the city?

Statistically Valid Survey (N=300) vs Community Engagement Survey (N=273)

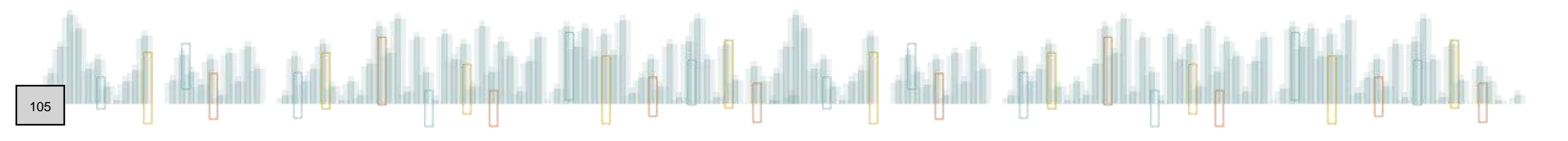




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kkrnacik@dhmresearch.com

Devin Bales
dbales@dhmresearch.com

David Phan
dphan@dhmresearch.com



TO: City Council
 FROM: Dan Smith, Director of Water Resources & Sustainability Department
 DATE: August 19, 2025
 SUBJECT: Real Estate Contract with LOTT for Purchase of Deschutes Valley Properties

1) Recommended Action:

Authorize the Mayor to sign the real estate contract with the LOTT Clean Water Alliance for purchase of the Deschutes Valley properties.

The real estate contract was recommended for approval under Considerations by the Public Works Committee at their June 5, 2025, regular meeting.

2) Background:

In November 2023, the Council approved a Memorandum of Understanding that initiated a process to evaluate three parcels for purchase in the Deschutes Valley declared surplus by LOTT. A feasibility analysis completed for the City by SCJ Alliance documented a variety of public uses the properties could serve, and in 2024, the City agreed to negotiate the purchase of the parcels from LOTT. Staff will review the structure of the agreement, the process used to determine a fair purchase price, and special considerations provided by LOTT and the City.

3) Policy Support:

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

- a. Implement transportation components of the Brewery District Plan.

Pursue and Support Targeted Community and Economic Development Opportunities

- a. Support the Tumwater Craft movement.
- b. Use strategically targeted public investments to leverage private and other sources of investment.

4) Alternatives:

- Refine or propose alternative considerations for negotiation with LOTT.

5) Fiscal Notes:

The purchase of the three parcels will be funded by the Stormwater Fund, in support of habitat restoration along the riparian corridor of the Deschutes River, and the General Fund, in support of critical parking for City and Craft District events, and the future connection of E Street to Cleveland Avenue. The contract allows for installment payments to LOTT over six years with nominal interest totaling \$3,433,158.66, with \$2,952,516.45 provided by the General Fund (86%) and \$480,642.21 (14%) by Stormwater. LOTT has set aside funds in the amount of \$525,000.00 to aid in any unforeseen mitigation that may become necessary as the City prepares the site for public use.

6) Attachments:

A. Real Estate Contract with LOTT for purchase of Deschutes Valley Properties

When recorded return to:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

REAL ESTATE CONTRACT

PART I. Specific Terms

A. PARTIES, PROPERTY, AND PURCHASE PRICE

Date:	<u>September 1, 2025</u>
Seller:	<u>LOTT Clean Water Alliance</u>
Seller's Address:	<u>500 Adams Street SE</u> <u>Olympia, WA 98501</u>
Purchaser:	<u>City of Tumwater</u>
Purchaser's Address:	<u>555 Israel Road SW</u> <u>Tumwater, WA 98501</u>
Real Property Legal Description:	<u>As defined by Exhibit A.</u>
Abbreviated Legal Description(s):	<u>09470003000: Section 26/35 Township 18 Range 2W Quarter S2 SW/N2 NW Donation Land Claim HAYS, S #60 DLC BLA057481TW TR PTN B Document 3721999 LESS PTN PER COURT CAUSE 06-2- 00310-9 BEG MOST SLY &</u> <u>09470021000: S HAYS DC COM AT PT W OF SW COR WALKER DC W OF W B DY HW</u> <u>09470045000: Section 26 / 35 Township 18 / 18 Range 2W / 2W Quarter SW / NW BLA110945TW TR B Document 4242138</u>
Tax Parcel Number(s):	<u>09470003000, 09470021000, 09470045000</u>
Personal Property:	<u>None.</u>
Form of Deed:	<u>Statutory Warranty Deed</u>
Title Exceptions (include leases):	<u>None.</u>
TOTAL PURCHASE PRICE:	<u>\$3,192,670.00</u>

B. TERMS OF DEFERRED AMOUNT TO BE PAID TO SELLER

Interest Rate:	<u>3%</u>
Interest Beginning Date:	<u>September 1, 2025</u>
Installment Periods:	<u>Annual</u>
First Installment Date:	<u>September 1, 2025</u>
Installment Amounts:	<u>\$572,193.11</u>
Final Payment Date:	<u>9/1/2030</u>
Default Rate:	<u>None.</u>
Late Charge:	<u>None.</u>
Prepayment Provisions:	<u>Purchaser may prepay with no penalty.</u>
	<u>LOTT Clean Water Alliance</u>
Address to Which Installment Amounts are to be Sent:	<u>500 Adams Street SE</u>
	<u>Olympia, WA 98501</u>

C. TERMS OF PRIOR ENCUMBERANCES.

No prior encumbrance exists for the properties under this agreement.

PART II. GENERAL TERMS

- A. AGREEMENT OF SALE. The Seller agrees to sell and the Purchaser agrees to purchase all that certain Real Property and Personal Property described in this contract and all of the Seller's improvements, fixtures, timber, and crops currently and hereafter located thereon (herein collectively the "Property"), subject to the Title Exceptions listed in the Specific Terms hereof so listed which are not required to be discharged by the Seller prior to or at the time of the delivery of the Statutory Warranty Deed to the Purchaser, and to any rights, titles, estates, leases, encumbrances, and other interests suffered or created by the Purchaser, all for the considerations and subject to the terms, covenants, and conditions herein contained.
- B. PURCHASE PRICE. The Purchaser agrees to pay the Purchase Price to the order of the Seller in the manner set forth in the Specific Terms. The deferred portion of the Purchase Price which the Purchaser is to pay to the Seller shall be paid in Installment Amounts, commencing on the First Installment Date and continuing on the same day of each Installment Period thereafter until the Final Payment Date, at which time all outstanding principal and unpaid interest, shall be due. Each payment of the Installment Amounts shall be first applied against the interest, and secondly against the principal then due to the Seller. Interest shall commence on the date set forth in Specific Terms under Paragraph I(B) and continue to accrue until the Seller receives the full Purchase Price. At any time during the term of this contract, the Seller or the Purchaser shall

have the right to require that all subsequent payments of Installment Amounts be made through an escrow or collection account, the costs of which shall be borne by the requesting party unless otherwise agreed. Table 1, below, defines the payment schedule for the property.

Table 1: PAYMENT SCHEDULE FOR DECHUTES VALLEY PROPERTY PURCHASE

Date	Payment	Principal	Interest	Outstanding Balance
				\$ 3,192,670.00
Closing	\$ 572,193.11	\$ 572,193.11		\$ 2,620,476.89
09/01/2026	\$ 572,193.11	\$ 493,578.80	\$ 78,614.31	\$ 2,126,898.09
09/01/2027	\$ 572,193.11	\$ 508,386.17	\$ 63,806.94	\$ 1,618,511.92
09/01/2028	\$ 572,193.11	\$ 523,637.75	\$ 48,555.36	\$ 1,094,874.17
09/01/2029	\$ 572,193.11	\$ 539,346.88	\$ 32,846.23	\$ 555,527.29
09/01/2030	\$ 572,193.11	\$ 555,527.29	\$ 16,665.82	\$ -
Totals	\$ 3,433,158.65	\$ 3,192,670.00	\$ 240,488.65	

- A. **INTEREST ON LATE PAYMENTS.** In the event the Purchaser fails to make any payment in accordance with the schedule set forth in Table 1, interest shall accrue on the full amount of the missed payment at a per diem rate of 0.00821% until such payment is made. This per diem interest shall be added to the outstanding balance. Future installment payments may be adjusted at the Seller's sole discretion to ensure that the full amount, including any per diem interest on late payments, is paid in full no later than June 1, 2030.
- B. **PREPAYMENTS.** If Prepayment is permitted, the Purchaser may prepay the entire amount remaining at any time, so long as any interest accrued to the date of prepayment is included.
- C. **RETENTION OF TITLE AND SECURITY.** Except as otherwise provided herein, the Seller's title to the Property shall remain in the Seller until the Purchaser receives delivery of the Statutory Warranty Deed.
- D. **FUTURE EASEMENT(S).** Purchaser agrees to provide Seller an easement, or easements, across the Property as necessary for the Seller to continue providing services to the City of Tumwater.
- a. The location of any easement(s) considered under this agreement shall be determined in consultation with City of Tumwater staff and defined by standard agreement processes.
 - b. Legal, permitting, engineering, and administrative costs for the easement(s) are the sole responsibility of the Seller; however, the Purchaser waives any fees for right-of-way acquisition across the Property under this agreement.
- E. **POSSESSION.** From and after the date of this contract, the Purchaser may enter upon and take possession of the Property and, irrespective of the assignments and security interests granted in this contract, enjoy the use, rents (to the extent permitted to be collected herein), issues, and profits thereof so long as such rights have not been affected by the exercise of any remedy of the Seller.

- F. **TAXES AND ASSESSMENTS.** In addition to the payments herein above provided for, the Purchaser shall pay all real and personal property taxes, all general and special assessments, and all other charges of whatsoever kind or nature levied or assessed by any lawful authority upon or against the Property or the use thereof to the extent the same or any installments thereof are attributable to the period following the date of this contract. The prorated portion of said taxes, assessments, and charges which are attributable to any period prior to the date of this contract, excluding taxes for such period assessed because of the reclassification of the use of the Property by the Purchaser or any successors of the Purchaser, shall be paid by the Seller. Said periods shall be determined by reference to the year in which the taxes, assessments, and charges are required to be paid. Either party shall have the right to contest in good faith any tax or assessment which may have been or is hereafter levied against the Property or any portion thereof so long as no portion of the Property is threatened with any tax forfeiture or sale as the result of such contest. So long as such contest is pursued in good faith, the nonpayment of the amounts in dispute shall not constitute a default under this contract or afford the Seller the right to require tax reserve payments.
- G. **INDEMNIFICATION.** The Purchaser shall and hereby covenants and agrees to indemnify and hold the Seller harmless for any losses, damages, costs, claims, and liabilities, including attorney's fees, caused by any negligent, reckless or intentional act of, or negligent or reckless failure to act by the Purchaser, or any of its agents, servants, employees, independent contractors, invitees, or licensees on, about, or with respect to the Property, and for any breach of this contract by the Purchaser or any of such persons, and this covenant of indemnification shall survive the delivery of the Seller's deed to the Purchaser. Damage to or destruction of the Property or any portion thereof shall not constitute a failure of consideration or provide a basis for the rescission of this contract, nor shall such circumstances relieve the Purchaser of its obligation to pay the remaining Installment Amounts when due.
- H. **UTILITIES.** The Purchaser shall pay for the cost of all electric, power, gas, sewer, water, telephone, cable television, refuse disposal service, and any and all other utilities furnished to or used or consumed in, on, or about the Property by the Purchaser or by any person following the date of this contract, and Purchaser shall contract for the same solely in its own name. Any such services used prior to the date hereof by any person other than the Purchaser shall be the responsibility of the Seller.
- I. **CONDITION OF PROPERTY.** Except as may be otherwise provided herein or in any written agreement between the parties hereto which is intended to survive the execution of this contract, the Purchaser hereby accepts the Property in the condition existing on the date of this contract and confirms that neither the Seller nor any agent or representative of the Seller has given or made any warranty or representation whatsoever concerning the physical condition thereof or the uses or purposes to which the same may now or hereafter be placed.
- J. **MITIGATION FUNDS.** Seller and Purchaser acknowledge the historical industrial uses of the Property and agree that some additional environmental remediation may be required at a future date, in excess of that considered part of the purchase. The Parties have conducted multiple assessments to identify areas of the Property that may require future environmental remediation.
- a. **Environmental Mitigation Funds.** Seller agrees to set aside Three Hundred Thousand and no/100 Dollars (\$300,000.00) as a "Cleanup Fund" to reimburse the Purchaser for its costs incurred in efforts of general environmental remediation of the Property.
 - b. **Building Mitigation Funds.** Seller agrees to set aside Two Hundred Twenty-Five Thousand and no/100 Dollars (\$225,000) as a demolition contingency fund for the

removal of the “Boiler House” in the event removal exceeds \$645,330.00.

- c. Reimbursement will only be made for costs incurred on or before December 31, 2030. Requests for Reimbursement from these funds must be made by June 30, 2031, and include documentation evidencing the work performed and associated costs to be reimbursed, with sufficient detail to allow Seller to verify the accuracy of the information.
 - d. Purchaser shall inform the Seller prior to performing mitigation activities that the Purchaser will be seeking reimbursement, and shall make available upon Seller’s request, all information related to the need and estimated project scope, cost, and schedule.
 - e. When work is agreed upon by the parties, the Purchaser shall complete the work, and Seller shall reimburse costs within 45 days of receiving the Request for Reimbursement from Purchaser.
- K. **RISK OF LOSS.** The Purchaser shall bear the risk of loss for the complete or partial destruction of the Property after the date of this contract. No loss, damage, or destruction of all or part of the Property shall constitute a failure of consideration or a basis for the rescission of this contract.
- L. **MAINTENANCE AND INSPECTION.** The Purchaser shall keep and maintain the Property in good repair and shall not commit or suffer to be committed any waste or other willful damage to or destruction of the Property or any portion thereof.
- M. **COMPLIANCE WITH LAWS AND RESTRICTIONS.** The Purchaser shall faithfully observe, perform, and comply with all laws, ordinances, rules, and regulations of every governmental authority affecting the Property and the use thereof and activities thereon.
- N. **PURCHASER'S DEFAULT.** The Purchaser shall be in default under this contract if it: (a) fails to observe or perform any term, covenant, or condition herein set forth; (b) fails or neglects to make any payment of principal or interest or any other amount required to be discharged by the Purchaser precisely when obligated to do so.
- O. **SELLER'S REMEDIES.** In the event the Purchaser defaults under this contract the Seller may, at its election, take the following courses of action:
- a. **Suit for Delinquencies.** The Seller may institute suit for any Installment Amounts or other sums due and payable under this contract as of the date of the judgment and any sums which have been advanced by the Seller as of said date pursuant to the provisions of this contract, and any other damages incurred by the Seller which are caused by the Purchaser's failure to comply with any provision or agreement herein; together with interest on all of said amounts at the Default Rate from the date each such amount was advanced or due, as the case may be, to and including the date of collection;
 - b. **Specific Performance.** The Seller may institute suit to specifically enforce any of the Purchaser's covenants hereunder, and the same may include redress by mandatory or prohibitive injunction;
- P. **PURCHASER'S REMEDIES.** In the event the Seller defaults under this contract and such default continues for 15 days after the Purchaser gives the Seller written notice specifying the nature thereof and the acts required to cure the same, the Purchaser shall have the right to specifically enforce this contract, institute suit for its damages caused by such default, or pursue any other remedy which may be available to the Purchaser at law or in equity.

- Q. **WAIVERS.** No waiver of any rights of either party under this contract shall be effective unless specifically evidenced in a written agreement executed by the waiving party. Any forbearance, including, without limitation, a party's acceptance of any payment after the due date or any extension thereof, shall not be considered a waiver of such party's right to pursue any remedy hereunder for any other existing or subsequent defaults of the same or a different nature or for breach of any other term, covenant, or condition hereof.
- R. **COSTS AND ATTORNEYS' FEES.** In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorneys' costs and fees.
- S. **NOTICES.** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this contract shall be in writing and shall be personally delivered or sent by first class certified or registered mail, return receipt requested, with postage prepaid, to the parties' addresses set forth in the Specific Terms of this contract. Either party may change such address for notice and, if payments are not made to an escrow or collection account, the Seller may change the address for payments, by designating the same to the other party hereto in the manner herein above set forth and by causing a copy of such change to be properly recorded. All notices which are so addressed and paid for shall be deemed effective when personally delivered or, if mailed, on the date of the deposit thereof in the US mail and irrespective of actual receipt of such notice by the addressee.
- T. **TIME OF PERFORMANCE.** Time is specifically declared to be of the essence of this contract and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.
- U. **PARAGRAPH HEADINGS.** The word or words appearing at the commencement of paragraphs and subparagraphs of this contract are included only as a guide to the contents thereof and are not to be considered as controlling, enlarging, or restricting the language or meaning of those paragraphs or subparagraphs.
- V. **GENDER AND NUMBER.** The use of any gender or neutral term shall include all genders, and the use of any number shall be construed as singular or plural, as the case may require. The terms "Purchaser" and "Seller" refer to either the singular or the plural.
- W. **DEFINITIONS.** As used herein the term "Property" means all of the estate, right, title, and interest currently held and hereafter acquired by the Seller in and to the Real Property and Personal Property described herein and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining or held and enjoyed therewith, together with all timber and crops thereon and any repairs, improvements, replacements, and additions thereto whether made, erected, or constructed by the Seller or the Purchaser prior to or subsequent to the date hereof. All capitalized terms in this contract shall have the meanings ascribed herein or set forth opposite the same in the Specific Terms of this contract. References to the Statutory Warranty Deed or fulfillment deed herein shall include assignments of a vendee's interest under a prior real estate contract, provided, however, any form of conveyance shall contain the warranties to which the Purchaser is entitled under this contract or other agreement with the Seller.
- X. **INVALIDITY.** In the event any portion of this contract should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this contract are thereby defeated. The intention of the Seller is to charge the Purchaser a lawful rate of

interest, and in the event it is determined by any court of competent jurisdiction that any rate herein provided for exceeds the maximum permitted by law for a transaction of the character evidenced by these presents, the amounts so determined to be above the legal rate shall be applied against the last installments of principal due hereunder or, if such principal has been paid, or otherwise at the discretion of the then holder of this contract, said excess shall be refunded to the Purchaser on demand without interest, and the interest rates specified hereunder shall be reduced to the maximum rate then permitted by law for the type of transaction to which this contract pertains.

- Y. **LEGAL RELATIONSHIPS.** The parties to this contract execute the same solely as a seller and a purchaser. No partnership, joint venture, or joint undertaking shall be construed from these presents, and, except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants, and conditions to be observed and performed by either of the parties hereto shall be joint and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. No third party is intended to benefit by this contract.
- Z. **APPLICABLE LAW.** This contract shall be governed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought to interpret or enforce any provision of this contract shall be laid in the county in which the Real Property is situated. All sums herein referred to shall be calculated by and payable in the lawful currency of the United States.
- AA. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties hereto and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this contract, supersedes all their previous understandings and agreements, written and oral, with respect to this transaction. Neither the Seller nor the Purchaser shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this contract, except to the extent that the same are expressed in this instrument. This contract may be amended only by written instrument executed by the Seller and the Purchaser after the date hereof.

THE SELLER AND THE PURCHASER HEREBY AGREE TO THE TERMS HEREIN ABOVE SET FORTH AND THE COVENANTS AND CONDITIONS CONTAINED IN THE GENERAL TERMS, ALL OF WHICH ARE INCORPORATED BY THIS REFERENCE. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE SPECIFIC TERMS (INCLUDING ANY EXHIBITS ATTACHED) AND THE GENERAL TERMS, THE FORMER SHALL CONTROL.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Seller and the Purchaser have executed this agreement as of the date first above stated.

SELLER

PURCHASER

Matthew J. Kennelly, Executive Director
LOTT Clean Water Alliance

Debbie Sullivan, Mayor
City of Tumwater

SELLER NOTARY

State of _____

County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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 _____
My appointment expires: _____

PURCHASER NOTARY

State of _____

County of _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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 _____
My appointment expires: _____

**EXHIBIT A
LEGAL DESCRIPTION**

NEW BOUNDARY LINE ADJUSTMENT PARCEL
(EAST SIDE OF RAILROAD)

PARCEL 2 OF SHORT SUBDIVISION NUMBER SS-7126, AS RECORDED AUGUST 23, 1984, UNDER RECORDING NUMBER 8408230087;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF TUMWATER FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NUMBERS 9401130204 AND 3225387;

ALSO EXCEPTING THEREFROM THAT PORTION. CONDEMNED BY THE CITY OF OLYMPIA, CITY OF LACEY AND THE CITY OF TUMWATER BY JUDGMENT AND DECREE OF APPROPRIATION ENTERED DECEMBER 19, 2008 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO. 06-2-00310-9;

ALSO EXCEPTING THEREFROM THAT PORTION OF SAID PARCEL 2 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 2 ON THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88°22'19" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 481.30 FEET TO AN ANGLE POINT IN SAID NORTHERLY LINE; THENCE LEAVING SAID NORTHERLY LINE SOUTH 22°08'29" WEST 848.57 FEET TO THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE NORTH 14°43'38" WEST, ALONG SAID EASTERLY MARGIN, 104.77 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE RIGHT HAVING A RADIUS. OF 7070.00 FEET; THENCE NORTHERLY ALONG THE ARC OF THE CURVE AND SAID EASTERLY MARGIN 108.38 FEET THROUGH A CENTRAL ANGLE OF 00°52'42" THENCE NORTH 76°09'04" EAST, ALONG SAID EASTERLY MARGIN, 20.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE EAST FROM WHENCE THE CENTER POINT BEARS NORTH 76°09'04" EAST 7050.00 FEET DISTANT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY MARGIN 256.69 FEET THROUGH A CENTRAL ANGLE OF 02°05'10"; THENCE NORTH 11°45'46" WEST, ALONG SAID EASTERLY MARGIN, 345.50 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION,

TOGETHER WITH THAT PORTION OF S. HAYS DONATION LAND CLAIM NO. 60, SECTION 35, TOWNSHIP 18 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 720 FEET WEST OF THE POINT ON THE WEST LINE OF THE RIGHT-OF-WAY OF SECONDARY STATE HIGHWAY NUMBER 5-1 (NOW CLEVELAND AVENUE), SAID POINT BEING DUE WEST FROM THE SOUTHWEST CORNER OF THE ft M. WALKER DONATION LAND CLAIM NUMBER 3, SAID TOWNSHIP AND RANGE; THENCE WEST 497.66 FEET, MORE OR LESS, TO A CONCRETE MONUMENT SET ON THE EAST LINE OF THE RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD (OREGON-WASHINGTON RAILROAD AND NAVIGATION COMPANY); THENCE NORTHERLY ALONG THE EAST LINE OF SAID RIGHT-OF-WAY 257.1 FEET, MORE OR LESS, TO A CONCRETE MONUMENT; THENCE EAST 541.9 FEET, MORE OR LESS, TO A POINT NORTH OF THE POINT OF BEGINNING; THENCE SOUTH 221.5 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION;

ALSO TOGETHER WITH THAT PORTION OF THE S. HAYS DONATION LAND CLAIM NO. 60, SECTION 26, TOWNSHIP 18 NORTH, RANGE 2 WEST OF THE WM.,
REAL ESTATE CONTRACT – DESCHUTES VALLEY PROPERTIES

WASHINGTON, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID PARCEL 2 OF SHORT SUBDIVISION NO. SS-7126 ON THE EASTERLY RIGHT-OF-WAY MARGIN OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 88°22'19" EAST, ALONG THE NORTHERLY LINE OF SAID PARCEL, 481.30 FEET TO AN ANGLE POINT IN SAID LINE AND THE POINT OF BEGINNING; THENCE SOUTH 60°48'09" EAST, ALONG SAID NORTHERLY LINE, 492.18 FEET; THENCE NORTH 73°41'51" EAST, ALONG SAID NORTHERLY LINE 249.35 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF CLEVELAND AVENUE; THENCE NORTH 34°27'26" WEST, ALONG SAID WESTERLY MARGIN, 179.73 FEET; THENCE SOUTH 55°32'34" WEST, ALONG SAID WESTERLY MARGIN, 5.00 FEET; THENCE NORTH 34°27'26" WEST, ALONG SAID WESTERLY MARGIN, 642.65 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST; THENCE LEAVING SAID WESTERLY MARGIN SOUTH 56°43'56" WEST 320.67 FEET; THENCE SOUTH 11°45'46" EAST 336.32 TO SAID NORTHERLY LINE OF PARCEL 2 AT THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

THURSTON COUNTY, WASHINGTON

EXISTING PARCEL
(ALONG THE RIVER ON THE WEST SIDE OF RAILROAD)

PARCEL B OF BOUNDARY LINE ADJUSTMENT NO. BLA. 05-7481 TW, AS RECORDED APRIL 7, 2005 UNDER AUDITDRS FILE NO. 3721999

EXCEPTING THEREFROM THAT PORTION CONDEMNED BY THE CITY OF OLYMPIA, CITY OF LACY AND CITY OF TUMWATER BY JUDGMENT AND DECREE OF APPROPRIATION AND ENTERED DECEMBER 19, 2008 IN THURSTON COUNTY SUPERIOR COURT CAUSE NO, 06-00310-9.

THURSTON COUNTY, WASHINGTON

TAX ACCOUNT NO(S):

09470045000 / 09470047000 / 0947003000