



CITY OF  
**TUMWATER**

**GENERAL GOVERNMENT COMMITTEE  
MEETING AGENDA**

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

**Wednesday, December 11, 2024  
8:00 AM**

1. Call to Order
2. Roll Call
3. Approval of Minutes: General Government Committee, November 13, 2024
4. Contract between the City of Tumwater and the Washington State Department of Fish and Wildlife for the Phase 4 Bush Prairie Habitat Conservation Plan (HCP) Grant (Community Development Department)
5. 2025 Comprehensive Plan Periodic Update – Development Code Middle Housing (Community Development Department)
6. Additional Items
7. Adjourn

**Meeting Information**

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

**Watch Online**

<https://us02web.zoom.us/j/83594936343?pwd=ldaWOd65f9xptl1Hwhjrb07IFqIP5t.1>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 835 9493 6343 and Passcode 424953.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members 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 located here: <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](mailto:ADACoordinator@ci.tumwater.wa.us). For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

**TUMWATER GENERAL GOVERNMENT COMMITTEE  
MINUTES OF VIRTUAL MEETING  
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**CONVENE:** 8:00 a.m.

**PRESENT:** Chair Michael Althausser and Councilmember Leatta Dahlhoff.

Excused: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Department Director Michael Matlock, Finance Department Director Troy Niemeyer, Planning Manager Brad Medrud, and Housing and Land Use Planner Erika Smith-Erickson.

**APPROVAL OF  
MINUTES: GENERAL  
GOVERNMENT  
COMMITTEE -  
OCTOBER 9, 2024:**

**MOTION:** **Councilmember Dahlhoff moved, seconded by Chair Althausser, to approve the minutes of October 9, 2024 as published. A voice vote approved the motion.**

**FOOD SYSTEM PLAN:** Manager Medrud reported the City Council included the preparation of a City Food System Plan within the 2024 Work Plan. The purpose of the plan is to address community concerns with food insecurity at the local level. Staff has been working with consultant Rebeca Potasnik to develop a plan focusing on ways of supporting access to food and the role of community-based agriculture activities. The briefing by Ms. Potasnik will describe the plan preparation process and a review of stakeholders.

Ms. Potasnik described her background and work within the community in food systems. The focus of stakeholder engagement is to develop a plan that can be effectively administered by the City. Areas of interest within the plan shared by staff include food security, processing, production, and food waste. She identified a list of subject matter experts based on the desired focus of the plan.

Ms. Potasnik reported she is working with stakeholders to develop an assessment of current conditions with respect to the food system. The first element of the plan is an analysis, which will be used to identify opportunities and constraints followed by development of goals for the City’s plan and strategies to achieve outcomes. The first phase is essentially engaging in conversations and conducting some surveys.

Councilmember Dahlhoff noted that the list of subject matter experts did not include Leanne Perry with Little Free Pantries. Since the pandemic, efforts have been ongoing for the City to adopt Little Free Pantries

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similar to Lending Libraries. She asked whether the stakeholders include representatives from those entities. She also suggested considering individuals who access different food systems.

Ms. Potasnik said ongoing efforts include reaching out to identify existing and active food distribution sites. The food bank provided a list of satellite facilities, as well as a list of other institutions. She plans to work with some of the food distribution sites to determine the best form of engagement with individuals who are accessing the sites.

Councilmember Dahlhoff noted that the Tumwater Fire Department hosted a small food distribution center prior to the pandemic. The service has not been reinstated since the pandemic because of various reasons surrounding retirements, access, and availability. She asked whether a small food center at the fire department would be considered as an option.

Councilmember Dahlhoff offered to provide names and contact information of individuals and entities that should be included in the process.

Ms. Potasnik advised that another goal is ensuring a balance of interests represented by government entities, non-profits, businesses, food waste, and hunger relief. She asked members to identify and forward information on other entities she should contact.

**AMENDMENT ONE TO  
INTERLOCAL  
AGREEMENT WITH  
THE REGIONAL  
HOUSING COUNCIL  
FOR THE FRANZ  
ANDERSON PROJECT:**

Manager Medrud reported the City Council approved an interlocal agreement (ILA) last year with Olympia, Thurston County, and Lacey to support the building of the Franz Anderson project in Olympia. The initial ILA included some language referencing the utilization of American Rescue Plan Act (ARPA) funds. As the City has changed how it utilizes those funds, the ILA requires an amendment to remove the reference to ARPA funds. No other changes are proposed to the ILA in terms of the amount of the contribution of \$275,000 or the timeline.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Chair Althausser, to place Amendment One to the Interlocal Agreement with the Regional Housing Council for the Franz Anderson Project on the December 3, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.**

**INTERLOCAL  
AGREEMENT WITH  
CITIES OF LACEY,  
OLYMPIA, AND YELM  
FOR THE UPDATE OF**

Manager Medrud reported the proposal pertains to the continuation of the program in conjunction with the Cities of Lacey, Olympia, and Yelm and the Artesian Group that produced plans for accessory dwelling units (ADUs). The purpose of the proposed ILA is to incorporate energy code updates recently approved by the jurisdictions and other changes to



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**THE ACCESSORY  
DWELLING UNIT  
PLANS:**

adjust the square footage of ADUs to account for changes in state law.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Chair Althausser, to place the Interlocal Agreement with Cities of Lacey, Olympia, and Yelm for the update of the Accessory Dwelling Unit Plans on the November 19, 2024, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.**

**ORDINANCE NO. O2024-  
005, DEVELOPMENT  
CODE  
ADMINISTRATION:**

Manager Medrud reported the amendments are to Title 14, Development Code Administration chapter and other amendments to Tumwater Municipal Code (TMC) that are related.

Last year, Governor Inslee signed Senate Bill 5290 modifying the state requirements for local land use permit review. The amendments to the Local Project Review Act are intended to increase the timeliness and predictability of local project review of development applications. The changes focus on what jurisdictions can require to process permits quicker. The City is required to update its code by the end of the year to avoid state law preempting the City’s current codes.

The Planning Commission conducted a public hearing and received some public testimony. One comment letter was sent prior to the public hearing. Following deliberations, the Commission recommended approval of the ordinance subject to some conditions.

The proposed ordinance primarily modifies Title 14 for compliance with state law, as well as modifications to other provisions in the TMC:

1. TMC Chapter 2.58 Hearing Examiner
2. TMC Chapter 3.30 Multifamily Housing Tax Exemptions
3. TMC Title 11 Telecommunications and Telecommunications Facilities
4. TMC Title 13 Public Services
5. MC Title 15 Buildings and Construction
6. TMC Title 16 Environment
7. TMC Title 17 Land Division
8. TMC Title 18 Zoning

Staff introduced some permit types that the City currently does not use. The intent of the amendments was to simplify the process to increase user friendliness for those submitting applications. Staff assigned different types of permits to different types of development. Each type of permit has different requirements, timelines, and required processes:

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- Type 1 Permits are applications approved administratively by the Community Development Director. Type 1 permits do not require a SEPA review.
- Type 2 Permits are land use permits requiring a SEPA review.
- Type 3 Permits are land use permits that require a hearing before the Hearing Examiner (conditional use permits or preliminary plat approval).

Manager Medrud outlined the simplified project review process comprised of five general levels:

1. Preapplication Process (intended to provide an opportunity for the City to discuss the proposal with the applicant before project submittal to ensure all applicable permits are addressed and the application materials are complete)
2. Application Submittal Process (state law requires an additional requirement of ensuring applications are procedurally complete)
3. Application Review (distribution of application to other affected governmental entities or other departments in the City, description of the SEPA review process, and a review of timelines)
4. Permit Decision
5. Permit Appeal Process (each permit type has a different permit appeal process)

Manager Medrud explained that the proposed new structure for TMC Title 14 Development Code Administration will replace the entire chapter and section structure of the title.

Manager Medrud reviewed some of the major proposed changes:

- TMC 14.10.010 Intent – The title combines and consolidates the application, review, and approval processes for land use in the City of Tumwater in a manner that is clear, concise, and understandable. It is further intended to comply with state guidelines for expediting development review and integrating environmental review and land use regulations.
- 14.10.020 Definitions – Senate Bill 5290 amended the state definition of a project permit removing building permits and changing the requirements of Title 14 as it currently exists. Title 14 currently addresses all development activities from building permits to wireless permits. The new focus if Title 14 (Land Use Permits and Approvals) will be Title 16 (SEPA, Critical Areas, Trees), Title 17 (Land Division Chapter), and Title 18 (Zoning Chapter). Building permits are governed by Title 15 (to include construction permits)
- 14.10.040 Time limits – The City’s previous time limit was 120

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days from the time of complete application and decision. Under new state law, a financial penalty is incurred by the City if it does not meet deadlines. The penalty is a 15% return of the application fee or 20% review, dependent upon the length of delay.

*Chair Althausser asked about the City's ability to comply with the new time limits. Manager Medrud advised that many conversations have occurred with permitting staff as to the new requirements and how the new timelines might affect the workload and the capacity of staff to meet the new deadlines. State law enables jurisdictions to make determinations on some of the timelines by extending them if the jurisdiction lacks sufficient time. However, new state law imposes a cap of 170 days, which cannot be exceeded by the jurisdiction. The intent is to issue permits if the applicant meets all requirements as quickly as possible. Additionally, the City has the ability to stop the clock dependent on missing information in the application, insufficient information, or the quality of the submittal makes it difficult to understand the proposal. He described the intricacies of the permitting and review process for a development proposal and how timelines can be impacted as different departments and agencies are often involved in the review process. The new timelines are effective once an application has been deemed complete through issuance of the final decision to include all public comment periods, SEPA review (if applicable), notice of application, and all time necessary for scheduling and conducting a Hearing Examiner meeting and receiving a decision from the Hearing Examiner. However, if an appeal is filed, the timeline is stopped.*

*Councilmember Dahlhoff asked whether the new laws align with some of the complaints from local non-profits about the delay of some development processes. Manager Medrud said the new laws are a beginning point to address those issues. It is also important to consider that since the change covers so many steps of the process, the new state law cannot be guaranteed as a final solution. The new law provides an opportunity improve the City's development process.*

Chair Althausser inquired about the impact of the new state law with respect to development encountering difficulties because of the presence of gophers and the requirement to complete a Habitat Conservation Plan. Manager Medrud said the issue is of ongoing discussion by staff. Under both the current and new system, staff has the ability to pause review if an applicant submits an application that requires external approval. However, timelines are included as to the extent of any pause. The intent

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is for the timeline process to account for external approvals that may be required.

- 14.10.050 General notice requirements – staff updated public notice requirements.
- 14.12.010 Land use permit application procedures and types – Within the chapter are tables of examples of each of the permits, a table of recommendation, decision, and appeal authorities for each permit type, and an explanation of the new timelines. Tables are provided for each permit type.
- 14.12.020 Decision and appeal authorities – The proposed section describes the final recommendation, decision, and appeal authorities and the public notice requirements for each of the three permit types. The section describes the role of department staff, the Development Review Committee, Director, and the Hearing Examiner in the land use permit application review and approval process.
- 14.12.030 Land use permit application review periods – Type I - 90 days, Final Plat: 30 days; Type II - 20 days; Type III -170 days, Preliminary Plat: 90 days (RCW 58.17.140), which may not be possible. The City has an initial 28 days of review to ensure the application is complete that is outside of the stated review timelines. The City can stop the clock for additional studies, additional information, or to correct plans.
- Chapter 14.14 Land Use Permit Application and Application Process – Currently, applicants are required to attend a preapplication meeting to review the project and requirements (2-part process with second meeting waived if requirements are satisfied). The process enables staff to condense the initial 28-day period.
- 14.14.010 Feasibility review – Process enables applicant to review proposal to obtain information on what is required in the development application and for the project.
- 14.14.040 Determination of completeness – As previously mentioned, the requirement has been substantially changed. The section in the chapter addressing the definition of all elements is lengthy.
- Chapter 14.16 Land Use Permit Application Review – Chapter carries over from existing codes requiring applicant to meet all development code and regulations, as well as the City’s Comprehensive Plan. Most elements in the Comprehensive Plan are included in development regulations with some instances that include additional requirements outside of development regulations. The chapter includes all requirements for SEPA, the process for review by all other departments and agencies, and explains the notice of application process.
- Chapter 14.18 Land Use Permit Application Decisions and

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Appeals – The code was added and strengthened for combined project reviews and hearings to ensure coordination of review and issuance of concurrent decisions.

Amendments to other sections of the TMC include TMC Chapter 3.30 Multifamily Housing Tax Exemptions with proposed changes as to how contracts are approved (option allowed by state law). Currently, the City Council approves contracts; however, the application from the initial conditional approval to final approval is administrative through the Director of Community Development. The issue is the approval by the City Council of the contracts but without the ability to disapprove the application. The proposal is intended to ensure the Council is not placed in that position and that the Director approves contracts. Additionally, the larger conversation of the multifamily tax exemption program is still pending as the program expires in 2026 for the City, as well as to discuss some recent changes in state law.

Councilmember Althaus asked whether new state law eliminates the ability for the Council to approve the contracts. Manager Medrud said the Council essentially approves the contract containing all provisions for the conditions for the multifamily tax exemption and not the application. The RCW allows the contract approval process to be an administrative decision by the Community Development Director. Staff is proposing that change as part of the update process.

City Attorney Kirkpatrick explained that the RCW speaks to “shall approve the contract.” Essentially, the Council has no option for not approving the contract as the Council approved the program unless the contract does not meet the requirements of the program.

Chair Althaus asked about the consequences if the Council voted against a contract. City Attorney Kirkpatrick advised of the possibility of a lawsuit. However, it is important for the Council to review the program regularly to ensure the program is structured based on the Council’s direction because after adoption, the process is an administrative approval. If applications comply with all program requirements, the statute directs an administrative approval process.

Manager Medrud reported proposed changes to TMC Title 18 Zoning updates the code references to TMC Title 14 and adds a new chapter outlining the requirements for site plan review and approval, which are not currently part of the TMC.

The Planning Commission recommends the committee place the ordinance on the City Council’s December 3, 2024 meeting agenda under Council Considerations with an additional caveat based on correspondence received prior to the public hearing addressing questions about the timing and requiring separation of land use permit approvals before acceptance of a building permit application. The Commission is requesting the Council review the issue. Staff may propose additional

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changes as well as reviewing the preapplication process. The Commission requested the Council consider potential changes to the proposed ordinance to address the proposals.

Chair Althauser expressed some apprehension regarding the multifamily tax exemption program as the proposal represents a significant structural change that should be a component of the Council's evaluation of the program in 2026. It is likely that during the Council's review of the proposed ordinance, that section could be removed from consideration as the section merits a separate discussion.

**MOTION:**

**Chair Althauser moved, seconded by Councilmember Dahlhoff, to place Ordinance No. O2024-005 on the December 3, 2024, City Council consideration calendar with a recommendation to approve and authorize the Mayor to sign. A voice vote approved the motion.**

Chair Althauser advised that he would follow up with staff regarding proposed changes to the multifamily tax exemption program prior to the Council's consideration of the ordinance.

**ADJOURNMENT:**

**With there being no further business, Chair Althauser adjourned the meeting at 8:56 a.m.**

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

TO: General Government Committee  
 FROM: Brad Medrud, Planning Manager  
 DATE: December 11, 2024  
 SUBJECT: Contract between the City of Tumwater and the Washington State Department of Fish and Wildlife for the Phase 4 Bush Prairie Habitat Conservation Plan (HCP) Grant

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1) Recommended Action:

Place the Grant Agreement between the City of Tumwater and the Washington State Department of Fish and Wildlife (WDFW) for the Phase 4 Bush Prairie Habitat Conservation Plan (HCP) Grant on the January 7, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

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2) Background:

The streaked horned lark, the Olympia pocket gopher, and the Oregon spotted frog were listed for protection under the federal Endangered Species Act (ESA) in 2013, 2014, and 2016, respectively. The Oregon vesper sparrow is not federally listed under the ESA yet, but it is anticipated to be listed in the future. All four species occur within the City.

Under the ESA, the U.S. Fish and Wildlife Service (USFWS) may issue an incidental take permit to private and public landowners to allow for limited “take” of these species. One of the requirements for an incidental take permit to be issued is that USFWS approve a habitat conservation plan.

Working together with the Port of Olympia, a large group of stakeholders, and consultants, the City is preparing the Bush Prairie HCP to identify appropriate mitigation for impacts to the three endangered prairie species, as well as the Oregon spotted frog. The HCP will allow City and Port operations and maintenance, as well as public and private development to occur in some areas frequented by endangered species, in exchange for the development of contiguous mitigation sites that offset any impacts.

The goal of the HCP is to allow responsible growth to occur in the City, as required under the state Growth Management Act, while providing superior species protection over what the ad-hoc, case-by-case federal permitting approach currently provides. It is the intent of the HCP to cover all development actions by private and public landowners that require municipal approvals.

In 2016 for Phase 1, the City and Port were awarded a \$117,338.86 federal grant with a \$95,423.74 match (\$47,711.87 City/\$47,711.87 Port) of cash and staff time. The grant included \$16,000 for WDFW to manage the grant.

In 2018 for Phase 2, the City and Port were awarded an \$846,000.00 federal grant with a \$300,000 match (\$150,000 City/\$150,000 Port) of cash and staff time. The grant included \$54,000 for WDFW to manage the grant.

In 2023 for Phase 3 the City and Port were awarded a \$225,000.00 federal grant with a \$79,000 match (\$39,500 City/\$39,500 Port) of cash and staff time. The grant includes \$56,250 for WDFW to manage grant and provide technical assistance and a WDFW \$14,750 match.

In 2024 for Phase 4 the City and Port were awarded a \$410,000.00 federal grant with a \$149,500 match (\$74,750 City and \$74,750 Port) of cash and staff time. The full USFWS grant award also included \$55,000.00 for WDFW to manage the grant and provide technical assistance and a WDFW \$5,500.00 match.

Because of the Phase 4 Grant amount, the Mayor will need to sign the contract after the City Council gives its approval.

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3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving "special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

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4) Alternatives:

None.

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5) Fiscal Notes:

The total dollars provided by this contract will not exceed \$410,000.00. The City and the Port of Olympia will provide an additional \$149,500 in non-federal matches, which will be divided evenly between the City and Port.

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6) Attachments:

A. Contract between the City of Tumwater and the Washington State Department of Fish and Wildlife for the Phase 4 Bush Prairie Habitat Conservation Plan (HCP) Grant





## COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND GRANT AGREEMENT

<b>TITLE:</b>	Bush Prairie HCP Phase 4	<b>WDFW NUMBER:</b>	24-26281
<b>GRANTEE:</b>	City of Tumwater	<b>CONTRACT PERIOD:</b>	09/01/2024 to 09/01/2027
<b>TYPE:</b>	Payable / Grant / Sub-Recipient Federal USFWS 24-24090	<b>CONTRACT VALUE:</b>	\$559,500.00 \$410,000 CASH TO TUMWATER & PORT (PASS-THRU) \$149,500 TUMWATER & PORT (NON-FEDERAL MATCH)

### **A. PARTIES TO THIS CONTRACT**

This contract is entered into between the Washington State Department of Fish and Wildlife (WDFW), 600 Capitol Way North, Olympia, WA 98501-1091; and City of Tumwater (Grantee), 555 Israel Road SW, Tumwater, Washington 98501; and shall be binding upon the agents and all persons acting by or through the parties.

### **B. PURPOSE OF CONTRACT**

The purpose of this contract is to provide a grant award to the Grantee for the project specified herein.

### **C. DESCRIPTION OF PROJECT**

The Grantee shall perform the project as described in Attachments, which are incorporated herein by this reference:

Attachment A - General Terms and Conditions

Attachment B - Contract/Project Summary

Attachment C - Statement of Work

The Grantee is a subrecipient of federal funds as identified under "Federal Funding Information" in Attachment B.

### **D. PERIOD OF PERFORMANCE**

The performance period under this contract shall commence on 09/01/2024 and terminate on 09/01/2027. No expenditures made before or after this period are eligible for reimbursement unless incorporated by written amendment into this contract. The contract may be terminated, or the performance period extended pursuant to terms set forth in Attachment "A."

### **E. COMPENSATION / PAYMENT**

The total dollars provided by WDFW for this contract shall not exceed \$410,000.00. The Grantee shall provide \$149,500 in non-federal match. Grantee is responsible for all project costs exceeding the grant award, and the required non-federal match totaling \$559,500. The Grantee shall be responsible for all project costs exceeding this amount. Only eligible reimbursement activities that are in direct support of the project deliverables identified in this contract will be reimbursed. Any additional services provided by the Grantee must have prior written approval of WDFW.

Compensation for services rendered shall be payable upon receipt of properly completed invoices, which shall be submitted to the Project Manager by the Grantee not more often than monthly. The invoices shall describe and document to WDFW's satisfaction a description of work performed, activities accomplished, or the progress of the project. The rates shall be in accordance with those herein agreed to.

Payment shall be considered timely if made by WDFW within 30 days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee. WDFW may, in its sole discretion, terminate the contract or withhold payments claimed by the Grantee for the services rendered if the Grantee fails to satisfactorily comply with any term or conditions of this contract.

### **F. RIGHTS AND OBLIGATIONS**

All rights and obligations of the parties of this contract are subject to this contract, including the Attachments, which are incorporated herein by this reference. By signing this contract, the Grantee acknowledges that they have read, fully understand, and agree to be bound by all terms and conditions set forth in this contract.

Item 4.

**G. COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND WDFW POLICIES**

The Grantee shall comply with, all applicable state, federal, and local laws, and regulations, including published WDFW policies, while performing under this contract

**H. ORDER OF PRECEDENCE**

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

Applicable Federal and State of Washington statutes and regulations.

Special Terms and Conditions (including Attachment C - Statement of Work) as contained in this basic contract instrument.

Attachment A - General Terms and Conditions.

Any other provision, term or material incorporated herein by reference or otherwise incorporated.

**I. PROJECT MANAGER**

The below named individuals for each of the parties shall be the contact people for all communications and billings regarding the performance of this contract. All written communications regarding this contract shall be sent to these individuals at the addresses below unless notified in writing of any change.

**Grantee's Project Manager**

Brad Medrud  
555 Israel Road SW  
Tumwater, Washington, 98501  
(360) 7544180  
[bmedrud@ci.tumwater.wa.us](mailto:bmedrud@ci.tumwater.wa.us)

**WDFW's Project Manager**

Sean Williams  
PO Box 43143  
Olympia, Washington, 98504-3143  
(360) 902-8136  
[sean.williams@dfw.wa.gov](mailto:sean.williams@dfw.wa.gov)

In Process

**J. ENTIRE CONTRACT**

This contract, along with all attachments and exhibits, constitutes the entire agreement of the parties. No other understandings, verbal or otherwise, regarding this contract shall exist or bind any of the parties.

**K. APPROVAL**

This contract shall be subject to the written approval of WDFW'S authorized representative and shall not be binding until so approved. This contract may be altered, amended, or waived only by a written amendment executed by both parties.

IN WITNESS WHERE, WDFW and the Grantee have signed this contract.

**CITY OF TUMWATER**

**WASHINGTON DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
SIGNATURE AND DATE

\_\_\_\_\_  
SIGNATURE AND DATE

Debbie Sullivan Mayor  
\_\_\_\_\_  
PRINTED NAME AND TITLE

Jeffrey Hugdahl  
\_\_\_\_\_  
PRINTED NAME AND TITLE

**Attachment A -****GENERAL TERMS AND CONDITIONS  
Grant Agreement  
Federal Funds****DEFINITIONS**

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "AGENCY" or "WDFW" shall mean the **Department of Fish and Wildlife** of the State of Washington, any division, section, office, unit, or other entity of the AGENCY, or any of the officers or other officials lawfully representing that AGENCY.
- B. "AGENT" shall mean the AGENCY Director, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "CFR" shall mean the Code of Federal Regulations. All references in the contract to CFR chapters or sections shall include any successor, amended or replacement regulations.
- D. "GRANTEE" shall mean any organization or individual that is performing service(s) under this contract, and shall include all employees of the GRANTEE.
- E. "RCW" shall mean the Revised Code of Washington. All references in the contract to RCW chapters or sections shall include any successor, amended or replacement statutes.
- F. "Subcontractor" shall mean one not in the employment of the GRANTEE, who is performing all or part of those services under this contract under a separate contract with the GRANTEE. The terms "Subcontractor" and "Subcontractors" means Subcontractor(s) in any tier.
- G. "USC" shall mean United States Code. All references in the contract to USC chapters or sections shall include any successor, amended or replacement statutes.

**ACCESS TO DATA**

In compliance with RCW 39.26.180, the GRANTEE shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the

GRANTEE'S reports, including computer models and methodology for those models.

**ADVANCE PAYMENTS PROHIBITED**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the AGENCY.

**AMENDMENTS**

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

Both parties shall comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT**

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney fees and costs.

**BUY AMERICAN ACT**

The GRANTEE shall comply with 41 USC 10a-10c (the "Buy American Act") by purchasing only American-made equipment and products with contract funds except articles, materials, and supplies — a) for use outside the United States; b) for which the cost would be unreasonable, as determined in accordance with federal regulations; c) for which the AGENCY determines that domestic preference would be inconsistent with the public interest; or d) that are not mined, produced, or manufactured in the United States in sufficient and reasonable available commercial quantities, of a satisfactory quality.

## **CENTRAL CONTRACTOR REGISTRATION AND UNIQUE ENTITY IDENTIFIER**

Unless exempt under 2 CFR 25.110, the GRANTEE shall comply with 2 CFR 25 and be registered in the federal System for Award Management Registration (SAM); and maintain an active registration with current information at all times during the period of performance for this contract; and provide its Unique Entity Identifier (UEI) number to the AGENCY.

## **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

The GRANTEE shall not use or disclose any information concerning the AGENCY, or information that may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the AGENCY, or as may be required by law.

## **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the GRANTEE terminate this contract if it is found after due notice and examination by the AGENT that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the GRANTEE in the procurement of, or performance under this contract.

In the event this contract is terminated as provided above, the AGENCY shall be entitled to pursue the same remedies against the GRANTEE as it could pursue in the event of a breach of the contract by the GRANTEE. The rights and remedies of the AGENCY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the AGENT makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

## **COST PRINCIPLES AND AUDIT REQUIREMENTS**

The CONTRACTOR agrees to comply with the costs principles contained in 2 CFR Part 200 as appropriate for this contract. The GRANTEE agrees to comply with the organizational audit requirements of 2 CFR Subpart F, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 CFR Subpart F audits (and any other audits of Contract funds) are not satisfactorily and promptly addressed.

## **COPYRIGHT PROVISIONS**

Unless otherwise provided, all materials produced under this contract shall be considered "works for hire" as

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defined by the U.S. Copyright Act and shall be owned by the AGENCY. The AGENCY shall be considered the author of such materials. In the event the materials are not considered "works for hire" under the U.S. Copyright laws, the GRANTEE hereby irrevocably assigns all right, title, and interest in materials, including all intellectual property rights, to the AGENCY effective from the moment of creation of such materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, the GRANTEE hereby grants to the AGENCY a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The GRANTEE warrants and represents that the GRANTEE has all rights and permissions, including intellectual property rights, moral rights, and rights of publicity, necessary to grant such a license to the AGENCY.

The GRANTEE shall exert all reasonable effort to advise the AGENCY, at the time of delivery of materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document that was not produced in the performance of this contract.

The AGENCY shall receive prompt written notice of each notice or claim of infringement received by the GRANTEE with respect to any data delivered under this contract. The AGENCY shall have the right to modify or remove any restrictive markings placed upon the data by the GRANTEE.

## **COVENANT AGAINST CONTINGENT FEES**

The GRANTEE warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents maintained by the GRANTEE for securing business. The AGENCY shall have the right, in the event of breach of this clause by the GRANTEE, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other

means the full amount of such commission, percentage, brokerage or contingent fee.

### **DAVIS-BACON AND RELATED ACTS**

If any work performed by the GRANTEE or Subcontractor employees is subject to the Davis Bacon Act and Davis-Bacon prevailing wage provisions contained in applicable federal laws, the GRANTEE shall ensure that they and their Subcontractor(s) a) pay at least once per week wages to GRANTEE and/or Subcontractor laborers and mechanics at a rate not less than the minimum wages specified in wage determinations made by the U.S. Department of Labor; and b) provide to the AGENCY each week U.S. Department of Labor Form WH-347 "Payroll (For Contractors Optional Use)" stating the wages paid to GRANTEE and /or Subcontractor laborers and mechanics engaged in work funded by this contract.

### **DISALLOWED COSTS**

The GRANTEE is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

### **DISPUTES**

Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with AGENT.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the GRANTEE'S name, address, and contract number; and
  - Be mailed to the AGENT and the other party's (respondent's) contract manager within 3 working calendar days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester's statement to both the AGENT and the requester within 5 calendar days.
3. The AGENT shall review the written statements and reply in writing to both parties within 10 calendar days. The AGENT may extend this period, if necessary, by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this contract shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution method in addition to the dispute resolution procedure outlined above.

### **DRUG-FREE WORKPLACE**

The GRANTEE shall comply with the Drug-Free Workplace Act of 1988, 41 USC 701-707, as amended. Compliance with the Drug-Free Workplace Act includes publishing a drug-free workplace statement and establishing a drug-free awareness program for GRANTEE employees; and taking actions concerning GRANTEE employees who are convicted of violating drug statutes in the workplace. The GRANTEE shall provide written notice of a conviction of a GRANTEE employee of a drug violation in the workplace to the AGENCY within seven (7) calendar days after the GRANTEE learns of the conviction.

### **DUPLICATE PAYMENT**

The AGENCY shall not pay the GRANTEE, if the GRANTEE has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.

### **ENTIRE AGREEMENT**

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

### **EQUIPMENT MANAGEMENT**

For the purposes of this contract, "Inventoriable Equipment" shall mean a tangible asset which has a service life of more than one year and with a unit cost of \$5,000 or greater; and tangible assets with a unit cost of more than \$300 that the AGENCY considers "small and attractive," such as engines, chain saws, communications equipment, global position systems, optical devices, cameras, microcomputer and related systems, smart phones and tablets, video equipment; and firearms, boats and motorized vehicles of any value.

If the GRANTEE uses contract funds to purchase Inventoriable Equipment, title to that Inventoriable Equipment shall be held by the AGENCY unless otherwise specified in this contract. The AGENCY's Inventoriable Equipment provided to the GRANTEE shall be used only for the performance of this contract. Title to the AGENCY's Inventoriable Equipment shall remain with the AGENCY.

The GRANTEE shall take reasonable steps to account for and protect Inventoriable Equipment from loss or



damage; report to the AGENCY any loss or damage of such property; and take reasonable steps to protect such property from further damage. The GRANTEE shall surrender to the AGENCY all Inventoriable Equipment either provided by the AGENCY or purchased with contract funds upon the completion or termination of this contract.

#### **FEDERAL DEBARMENT AND SUSPENSION**

The GRANTEE certifies, that neither it nor its "principals" (as defined in 49 CFR 29.105) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Further, the GRANTEE agrees not to enter into any arrangements or other contracts with any party that is on the "List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at <https://www.sam.gov>.

#### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

This contract is subject to the requirements of the Federal Funding Accountability and Transparency Act (FFATA) as stated in 2 CFR 170. The GRANTEE agrees to comply with applicable requirements to assist the AGENCY in reporting first-tier subawards of \$25,000 or more and, in certain circumstances, in reporting the names and total compensation of the five most highly compensated executives of first tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS).

#### **FINAL INVOICE**

The GRANTEE shall submit the final invoice not later than 60 calendar days from the end of the contract period.

#### **GOVERNANCE**

This contract is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this contract shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this contract, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the contract, including materials incorporated by reference.

#### **GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, the GRANTEE shall indemnify, defend, and hold harmless State, agencies of State and all officials, agents, and employees of State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. "Claim," as used in this contract, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or destruction of tangible property including loss of use resulting therefrom.

The GRANTEE'S obligations to indemnify, defend, and hold harmless includes any claim by the GRANTEE'S agents, employees, representatives, or any Subcontractor or its employees.

The GRANTEE expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to the GRANTEE'S or any Subcontractor's performance or failure to perform the contract. The GRANTEE'S obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees, and officials.

The GRANTEE waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless State and its agencies, officials, agents, or employees.

#### **INDEPENDENT CAPACITY OF THE GRANTEE**

The parties intend that an independent contractor relationship will be created by this contract. The GRANTEE and his or her employees or agents performing under this contract are not employees or agents of the AGENCY. The GRANTEE will not hold himself/herself out as or claim to be an officer or employee of the AGENCY or of the State of Washington by reason hereof, nor will the GRANTEE make any claim of right, privilege or benefit that would accrue to such employee under law. Conduct and control of the work will be solely with the GRANTEE.

#### **INDUSTRIAL INSURANCE COVERAGE**

The GRANTEE shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the GRANTEE fails to

provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, the AGENCY may collect from the GRANTEE the full amount payable to the Industrial Insurance accident fund. The AGENCY may deduct the amount owed by the GRANTEE to the accident fund from the amount payable to the GRANTEE by the AGENCY under this contract and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the GRANTEE.

## **INSURANCE**

The GRANTEE shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of the GRANTEE or Subcontractor, or agents of either, while performing under the terms of this contract.

The GRANTEE shall provide insurance coverage, which shall be maintained in full force and effect during the term of this contract, as follows:

1. Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity but no less than \$1,000,000 per occurrence. Additionally, the GRANTEE is responsible for ensuring that any Subcontractors provide adequate insurance coverage for the activities arising out of subcontracts.
2. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the GRANTEE, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.
3. Marine Insurance. If the GRANTEE will be using a vessel or boat in the performance of this contract, the GRANTEE shall maintain a Commercial Marine Protection and Indemnity (P&I) Policy with P&I limit of not less than \$1,000,000 per occurrence and with a deductible not to exceed \$25,000 (to include diving operations if diving is a part of the contracted service for any liability which includes coverage for injury to the crew and passengers).

4. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the state of Washington, its agents, and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. GRANTEE shall instruct the insurers to give AGENCY thirty (30) calendar days advance notice of any insurance cancellation.

If the GRANTEE is self-insured, evidence of its status as a self-insured entity shall be provided to the AGENCY. If requested by the AGENCY, the GRANTEE must describe its financial condition and the self-insured funding mechanism.

The GRANTEE shall submit to AGENCY within fifteen (15) calendar days of the contract effective date, a certificate of insurance or evidence of its status as a self-insured entity that outlines the coverage and limits defined in this section. The GRANTEE shall submit renewal certificates as appropriate during the term of the contract; the failure of the AGENCY to enforce this term in no way reduces the GRANTEE's responsibilities under this section.

## **LICENSING, ACCREDITATION AND REGISTRATION**

The GRANTEE shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this contract.

## **LIMITATION OF AUTHORITY**

Only the AGENT or AGENT'S delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the AGENT.

## **MATCHING FUNDS**

The GRANTEE shall be responsible for providing matching funds as indicated in the contract (if any). If the GRANTEE is responsible for matching funds, they shall state the amount of match used during the billing period and the cumulative amount of match used to date on every invoice submitted for payment to the AGENCY. The GRANTEE shall comply with the uniform administrative rules on matching or cost sharing for Federal grants and cooperative agreements and subawards as appropriate for this contract:

**Federal Grantor Agency Matching or Cost Sharing Standards**

Department of Agriculture	7 CFR Section 3016.24
Department of Commerce	15 CFR Section 24.24
Department of Defense:	32 CFR Section 33.24
Department of the Interior:	43 CFR Section 12.64
Environmental Protection Agency:	40 CFR Section 31.24

**MINORITY, WOMEN AND VETERAN-OWNED BUSINESSES**

The AGENCY encourages participation by minority and women-owned business enterprises certified by the Office of Minority and Women's Business Enterprises (OMWBE); and veteran-owned businesses certified by the Department of Veteran's Affairs (DVA). If any part of this contract is subcontracted to an OMWBE or DVA-certified firm the GRANTEE shall submit a statement of participation indicating what OMWBE or DVA certified firm was used and the dollar amount of their subcontracts.

**NONDISCRIMINATION**

During the performance of this contract, both parties shall comply with all federal and state nondiscrimination laws, regulations, and policies. In the event of the GRANTEE'S non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled, or terminated in whole or in part, and the GRANTEE may be declared ineligible for further contracts with the AGENCY. The GRANTEE shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**PREVAILING WAGE**

If any work performed by the GRANTEE or its Subcontractors is subject to Chapter 39.12 of the Revised Code of Washington, the GRANTEE shall ensure that the GRANTEE and its Subcontractors pay the prevailing rate of wages to all GRANTEE and/or Subcontractor workers, laborers or mechanics in the performance of any part of the work described in the contract in accordance with state law and Department of Labor and Industries rules and regulations.

**PRIVACY**

Personal information including, but not limited to, "Protected Health Information," collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification, or loss. The GRANTEE shall ensure its directors, officers, employees, Subcontractors, or agents use personal information solely for the purposes of

accomplishing the services set forth herein. The GRANTEE and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as otherwise required by law. Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The GRANTEE agrees to indemnify and hold harmless the AGENCY for any damages related to the GRANTEE'S unauthorized use of personal information.

**RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents, and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this contract will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Records and other documents, in any medium, furnished by one party to this contract to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

**RESTRICTIONS ON LOBBYING**

The GRANTEE certifies that under the requirements of Lobbying Disclosure Act, 2 USC, Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the GRANTEE, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.



**RIGHT OF INSPECTION**

The GRANTEE shall provide right of access to its facilities to the AGENCY, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the AGENCY may terminate the contract under the "Termination" clause, without the thirty-day notice requirement, subject to renegotiation at the AGENCY'S discretion under those new funding limitations and conditions.

**SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

**SITE SECURITY**

While on AGENCY premises, the GRANTEE, its agents, employees, or Subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

**STATEWIDE VENDOR PAYMENT REGISTRATION**

The GRANTEE is required to be registered in the Statewide Vendor Payment System prior to submitting a request for payment under this contract. The Washington State Office of Financial Management (OFM) maintains the Statewide Vendor Payment System; to obtain registration materials contact the Statewide Payee Desk at (360) 407-8180; or go to: <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>.

**SUBCONTRACTING**

Neither the GRANTEE nor any Subcontractor(s) shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the AGENCY. In no event shall the existence of the subcontract operate to release or reduce the liability of the GRANTEE to the AGENCY for any breach in the performance of the GRANTEE'S duties. This clause does not include contracts of employment between the GRANTEE and personnel assigned to work under this contract. Additionally, the GRANTEE is responsible for ensuring that all terms, conditions, assurances, and certifications set forth in this contract are carried forward to any subcontracts. The GRANTEE and

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its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the AGENCY or as provided by law.

**TERMINATION**

Except as otherwise provided in this contract, the AGENCY may, by 10 calendar days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the AGENCY shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

**TERMINATION FOR CAUSE**

In the event the AGENCY determines the GRANTEE has failed to comply with the conditions of this contract in a timely manner, the AGENCY has the right to suspend or terminate this contract. Before suspending or terminating the contract, the AGENCY shall notify the GRANTEE in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

The AGENCY reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the GRANTEE from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by the AGENCY to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the GRANTEE: (1) was not in default; or (2) failure to perform was outside of his or her control, fault, or negligence. The rights and remedies of the AGENCY provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

**TERMINATION PROCEDURES**

Upon termination of this contract, the AGENCY, in addition to any other rights provided in this contract, may require the GRANTEE to deliver to the AGENCY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer. The AGENCY shall pay to the GRANTEE the agreed upon price, if separately stated, for completed work and services accepted by the AGENCY, and the amount agreed upon by the GRANTEE and the AGENCY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii)

other property or services that are accepted by the AGENCY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the AGENT shall determine the extent of the liability of the AGENCY. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The AGENCY may withhold from any amounts due the GRANTEE such sum as the AGENT determines to be necessary to protect the AGENCY against potential loss or liability. The rights and remedies of the AGENCY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the AGENT, the GRANTEE shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the AGENCY, in the manner, at the times, and to the extent directed by the AGENT, all of the rights, title, and interest of the GRANTEE under the orders and subcontracts so terminated, in which case the AGENCY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the AGENT to the extent AGENT may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the AGENCY and deliver in the manner, at the times, and to the extent directed by the AGENT any property which, if the contract had been completed, would have been required to be furnished to the AGENCY;
6. Complete performance of such part of the work as shall not have been terminated by the AGENT; and
7. Take such action as may be necessary, or as the AGENT may direct, for the protection and

preservation of the property related to this contract, which is in the possession of the GRANTEE and in which the AGENCY has or may acquire an interest.

#### **TRAFFICKING VICTIMS PROTECTION ACT**

As described in 2 CFR Part 175 the AGENCY may terminate this contract, without penalty, if the GRANTEE is found to be in violation of the Trafficking Victims Protection Act of 2000.

#### **UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS**

The CONTRACTOR shall comply with the uniform administrative rules for Federal grants and cooperative agreements and subawards contained in 2 CFR Part 200 and as appropriate for this contract:

<u>Federal Grantor Agency</u>	<u>2 CFR Chapter</u>
Department of Agriculture	IV
Department of Commerce	XIII
Department of Defense	XI
Department of the Interior	XIV
Environmental Protection Agency	XV

#### **WAIVER**

A failure by either party to exercise its rights under this contract shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this contract unless stated to be such in a writing signed by an authorized representative of the party and attached to the original contract.

#### **WHISTLEBLOWER PROTECTION**

If this contract exceeds the federal simplified acquisition threshold of \$100,000 the contract and all employees working on the contract are subject to the whistleblower protections established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013. If subject to this statute the CONTRACTOR shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712. This section is applicable to all subcontractors and subawardees related to this contract that exceed the federal simplified acquisition threshold of \$100,000, and the CONTRACTOR shall include this section in all such subcontracts and/or subawards.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL 3/20/2015

**Attachment B -  
CONTRACT/PROJECT SUMMARY**

<b>TITLE:</b> Bush Prairie HCP Phase 4	<b>WDFW CONTRACT NUMBER:</b> 24-26281		
<b>PERIOD:</b> 09/01/2024 to 09/01/2027	<b>WDFW MANAGER:</b> Sean Williams (360) 902-8136		
<b>GRANTEE:</b> City of Tumwater			
<b>GRANTEE CONTACT:</b> Brad Medrud (360) 7544180			
<b>CONTRACT TYPE:</b> Payable / Grant / Sub-Recipient Federal USFWS 24-24090			
<b>SUMMARY CONTRACT DESCRIPTION:</b>			
<p>The purpose of this agreement is to provide pass through federal funds to the City of Tumwater and Port of Olympia (the Grantee) to develop a Habitat Conservation Plan (HCP) under the grant award F24AP02967 received by WDFW from the U.S. Fish and Wildlife Services (USFWS). Funding comes from the USFWS Cooperative Endangered Species Conservation Fund: Habitat Conservation Planning Assistance Grant. The Grantee is awarded \$410,000 in federal funding and is responsible for providing \$149,500 in non-federal match. The total project cost for the Grantee is \$559,500.</p>			
<b>Master Index Number(s):</b> 33423			
<b>Federal Funding Information</b>			
<b>CFDA Number</b>	<b>Award Year</b>	<b>Award Number</b>	<b>Research &amp; Development?</b>
15.615 Cooperative Endangered Species Conservation Fund/US Department of the Interior	2024	F24AP02967	Yes

## Attachment C Statement of Work and Budget

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### Bush Prairie Habitat Conservation Plan Phase 4

#### A. Overview

The purpose of this agreement is to provide pass through funds to the City of Tumwater and Port of Olympia (the Grantee) to develop a Habitat Conservation Plan (HCP) under the grant award F24AP02967 received by WDFW from the U.S. Fish and Wildlife Services (USFWS). Funding comes from the USFWS Cooperative Endangered Species Conservation Fund: Habitat Conservation Planning Assistance Grant. The proposal for this grant is incorporated into this agreement as Exhibit D.

The Grantee is awarded \$410,000 in federal funding and is responsible for providing \$149,500 in non-federal match. The total project cost for the Grantee is \$559,500.

#### B. Objectives

The Grantee will meet the following objectives:

1. Continue the Bush Prairie HCP public engagement process that was initiated under prior federal awards (Phases 1-3) to provide opportunity for stakeholders and the public to inform the development of the HCP.
2. Complete the Public Draft of the Bush Prairie HCP based on feedback from USFWS, WDFW, and stakeholders.
3. Complete the National Environmental Policy Act (NEPA) and Washington State Environmental Policy Act (SEPA) environmental review process.

#### C. Scope of Work

##### Objective 1: Continue the Bush Prairie HCP Public Engagement Process

**Objective 1 Cost:** \$52,248

**Start Date:** September 1, 2024

**Completion Date:** September 1, 2027

**Tasks:**

- 1.1. Educate, inform, and involve the public in conservation planning for endangered species.
- 1.2. Build on other local efforts by Thurston County, WDFW, CNLM, Department of Defense, USFWS, and other entities to maintain and restore the South Puget Sound prairie ecosystem.
- 1.3. Hold regular meetings of the Bush Prairie HCP development team to discuss strategy for the HCP, including representatives from the City, the Port, USFWS, the consultant, and other key contributors.
- 1.4. Seek feedback from the stakeholder group and the public on the Bush Prairie HCP.
- 1.5. Complete assembling the elements of a strategy that builds partnerships to finish the draft Bush Prairie HCP, establishes conservation milestones, and recommend the roles and actions needed for effective conservation and mitigation from conservation partners.

**Deliverables:**

- 1.A Public Engagement Appendix to the draft Bush Prairie HCP.
- 1.B List of public engagement activities described in the annual performance report.

**Objective 2: Complete the Public Draft Bush Prairie HCP****Objective 2 Cost:** \$205,363**Start Date:** September 1, 2024**Completion Date:** September 1, 2027**Tasks:**

- 2.1 Meet regularly with USFWS and WDFW to share updates on the development of the Bush Prairie HCP.
- 2.2 Update and share drafts of the Bush Prairie HCP with USFWS, WDFW, and stakeholders to solicit feedback. Work with USFWS and WDFW to respond to reviewer comments.
- 2.3 Complete the Public Draft of the Bush Prairie HCP.

**Deliverables:**

- 2-A Public Draft of the Bush Prairie HCP

**Objective 3: Complete the NEPA and SEPA Environmental Review Process****Objective 3 Cost:** \$152,389**Start Date:** September 1, 2024**Completion Date:** September 1, 2027**Tasks:**

- 3.1 Assemble the necessary information to support the NEPA and SEPA environmental review processes, which may include either an Environmental Impact Statement or an Environmental Assessment.

**Deliverables:**

- 3-A Documentation of the work to complete the NEPA and SEPA environmental review process.

## D. Budget

This Agreement provides the City of Tumwater and the Port of Olympia with \$410,000 in federal grant funds for Phase 4 of the Bush Prairie project, develop a Habitat Conservation Plan. The City of Tumwater together with the Port of Olympia will provide documentation for the \$149,500 in match bringing the total project cost \$559,500.

Objective	Objective Description	Federal Funds	Non-Federal Match	Total Project Cost
1	Bush Prairie HCP Public Engagement Process	\$52,248	\$19,051	\$71,299
2	Public Draft Bush Prairie HCP	\$205,363	\$74,883	\$280,246
3	Complete NEPA and SEPA	\$152,389	\$55,566	\$207,955
<b>Total</b>		<b>\$410,000</b>	<b>\$149,500</b>	<b>\$559,500</b>

## E. Reporting Requirements

Report Title	Report Period	Due Date
1 <sup>st</sup> Performance Progress Report	09/01/2024 – 12/31/2024	03/01/2025
2 <sup>nd</sup> Performance Progress Report	01/01/2025 – 12/31/2025	03/01/2026
3 <sup>rd</sup> Performance Progress Report	01/01/2026 – 12/31/2026	03/01/2027
Final Performance Report	01/01/2027 – 09/01/2027	09/01/2027 <sup>1</sup>

<sup>1</sup> Per the terms and conditions, the grantee has 60-days after the contract closing data to complete this report.

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dsullivan@ci.tumwater.wa.us Sent: 11/14/2024 3:52:19 PM
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Jeffrey.Hugdahl@dfw.wa.gov
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 janice.jackson@dfw.wa.GOV  
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 ID: 3bee0a2a-db3b-48c0-8b08-414af2b56d9c

Brad Medrud  
 bmedrud@ci.tumwater.wa.us  
 Security Level: Email, Account Authentication (None)

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 ID: 1040c79f-b4d1-4b52-8999-d78154a9a448

Sean Williams  
 Sean.Williams@dfw.wa.gov  
 Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
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Carol Henry  
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 Security Level: Email, Account Authentication (None)

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TO: General Government Committee  
 FROM: Brad Medrud, Planning Manager  
 DATE: December 11, 2024  
 SUBJECT: 2025 Comprehensive Plan Periodic Update – Development Code Middle Housing

---

1) Recommended Action:

No action requested. This is an opportunity for a discussion about the draft amendment language to meet the state requirements for middle housing in its development regulations and next steps.

---

2) Background:

On a ten-year cycle, the City must conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by December 31, 2025.

[2025 Comprehensive Plan Update | City of Tumwater, WA](#) has links to guidance material and information about the update.

The intent of this General Government Committee work session is to discuss the City’s approach to meeting the state requirements for middle housing in TMC Title 18 *Zoning*.

---

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

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

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4) Alternatives:

None.

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5) Fiscal Notes:

This is primarily an internally funded work program task. The City has a Washington State Department of Commerce grant for \$75,000 to address the new state middle housing requirements.

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4) Attachments:

- A. Staff Report
- B. SCJ Summary of Housing-Related Legislative Changes for Tier 2 Cities

Memorandum

- C. SCJ Update Status - Tumwater Middle Housing Matrix
- D. Presentation
- E. SCJ Middle Housing Boards

# STAFF REPORT



Date: December 11, 2024  
To: General Government Committee  
From: Brad Medrud, Planning Manager

## 2025 Development Code Periodic Update – Middle Housing

On a ten-year cycle, the City must conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is obligated to complete work on the periodic update by December 31, 2025.

The intent of the General Government Committee briefing on Wednesday, December 11, 2024, is to discuss the details of the City’s approach to the State required middle housing amendments to the Tumwater Municipal Code (TMC) as part of the 2025 Comprehensive Plan and Development Code periodic update and discuss next steps to amend the Citywide Design Guidelines.

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## 1. The Need for Housing in Tumwater

### A. Supply and Need

More needs to be done to increase the City’s housing supply, even without the State requirements to do so.

Figure 1 shows the 2020 housing supply of the City and its associated urban growth area, and the expected 2020-2045 housing need based on the State’s allocation to the Thurston County and subsequent process through the Thurston Regional Planning Council to allocate housing needs across all the jurisdictions in the County.

Table 1. Total 2020 Supply and 2045 Need.

	City	UGA	Total
2020 Housing Supply	11,064	1,210	12,274
2020-2045 Housing Need	6,676	2,516	9,192

Figure 1. 2045 Housing Allocation by Area Median Income (AMI).

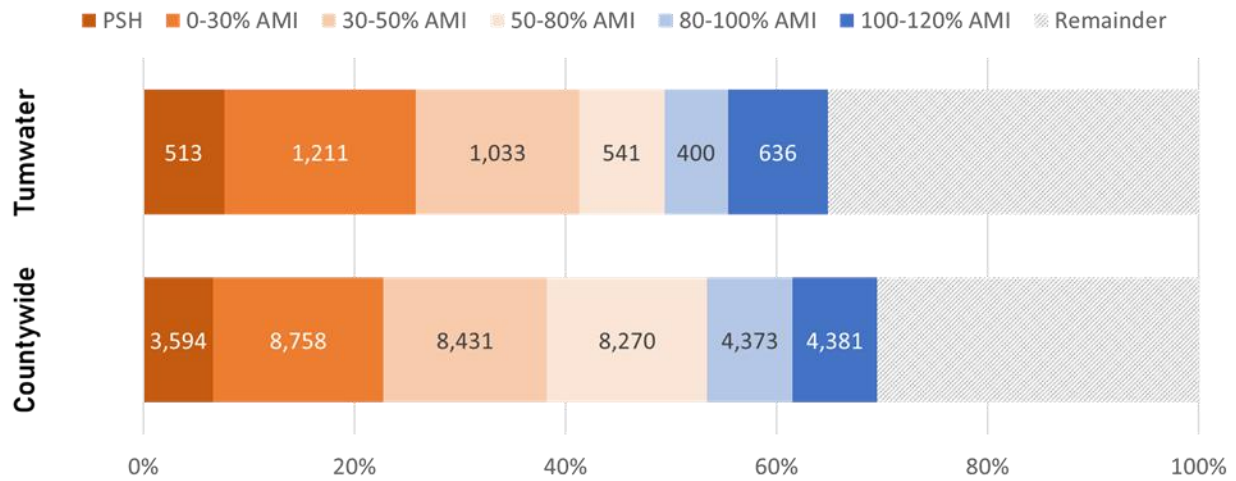


Table 2. Tumwater and Urban Growth Area Population Growth Projection.

Type	Number
Housing Units Needed (2020-2045)	9,192
Household Size (2020)	2.39
Population (2020) <sup>1</sup>	28,707
Projected Population Increase (2020-2045) <sup>2</sup>	21,969
Projected Population (2045)	50,676

### B. Who Are We Planning For?

The State Growth Management Act requires Tumwater to “**plan for and accommodate housing affordable to all economic segments of the population.**”

Housing is one of the most important parts of the everyday lives of Tumwater residents. One of the City’s top priorities is to work to provide opportunities for residents to have a range of housing options within their budget so that their home is suitable and affordable.

According to HUD, a moderate income at 100% of area median income (AMI) for a Thurston County household of three would be \$102,500.

<sup>1</sup> 2020 Population includes the Census calibrated numbers both within the City of Tumwater (25,573) and its urban growth area (3,134).

<sup>2</sup> Determined by multiplying housing units needed from 2020-2045 by 2020 household size.



Table 3. Income Categories by Thurston County Household Incomes.

Income Category	Percent of Area Median Income	Equivalent Household Income*
Permanent Supportive Housing	0-30% AMI	Less than \$30,750
Extremely Low-Income		
Very Low-Income	30-50% AMI	\$30,751 to \$51,250
Low-Income	50-80% AMI	\$51,251 to \$82,000
Moderate-Income	80-100% AMI	\$82,001 to \$102,500
	100-120% AMI	\$102,501 to \$123,000
Remainder	>120% AMI	\$123,001 and greater

Also: Emergency Shelter, Emergency Housing (temporary shelter for people experiencing homelessness or at imminent risk of becoming homeless).

\* - 2023 HUD Estimate from the Thurston Regional Planning Council

Table 4. Income Categories by Typical Jobs.

Income Category	Percent of Area Median Income	Typical Jobs that May Fall in this Range for Household Income
Permanent Supportive Housing	0-30% AMI	Farm workers, Fixed Incomes
Extremely Low-Income		
Very Low-Income	30-50% AMI	Childcare, Food Preparation, Landscaping
Low-Income	50-80% AMI	Vet. Technicians, Construction, Truck Drivers
Moderate-Income	80-100% AMI	Nurses, Plumbers
	100-120% AMI	Analysts
Remainder	>120% AMI	Lawyers, Managers

### C. Anticipated Future Housing Need

Table 5. 2045 Housing Unit Allocation by AMI.

0-30% AMI	31-50% AMI	51-80% AMI	81-120% AMI	Above 120% AMI
1,724 units 26% of total	1,033 units 15% of total	541 units 8% of total	1,036 units 16% of total	2,342 units 35% of total

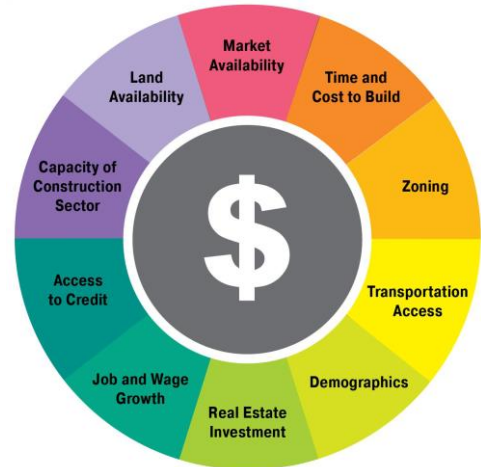
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<b>Rental:</b> Public support needed in all markets	<b>Rental:</b> Public support needed in most markets	<b>Rental:</b> Incentives needed in many markets <b>Home Ownership:</b> Subsidy or incentives needed in many markets	<b>Rental or Home Ownership:</b> Incentives or zoning flexibility needed in some markets	<b>Market Rent and Home Ownership</b>
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## D. City's Role in Development

Tumwater's zoning, regulations, permit procedures, and fees directly influence where and the intensity of what can be built:

- Zoning and regulations under the State Growth Management Act
- Permit procedures.
- Infrastructure that facilitates housing development.



## E. Development Code Update Process



## 2. Middle Housing

### A. State Requirements

The Development Code updates required by the State to address middle housing include:

- Allowing at least two units per lot in residential zones and at least four units per lot in residential zones if at least one unit is affordable housing. As an alternative, meet density requirements on 75% of City lots that are primarily dedicated to single-family housing.
- Allowing at least six of the nine types of middle housing in residential zones.
- Allowing zero lot line short plats.
- Limiting design review for middle housing to standards that apply to single-family houses.
- Limiting parking requirements for middle housing to one parking space on lots less than 6,000 square feet and two spaces on lots greater than 6,000 square feet.
- Requirements apply to zone districts that consist of “all lots zoned predominantly for residential use.”

- Unit density and allowed use standards do not apply to zoning districts “permitting higher densities or intensities.”
- Mixed-use zone districts which permit by-right multifamily and a variety of commercial uses are not included within the definition of “all lots zoned predominantly for residential use”.
- Manufactured home park zone districts are excluded from these requirements.

Other considerations:

- There is a possibility for Commerce approval of ‘substantially similar’ plans and regulations to those required by state requirements.
- There is a possibility for Commerce to give a timeline extension if it will result in displacement or overburdened infrastructure. The Capital Facilities Plan update can also be delayed by the City if an extension is granted.
- Common Interest Communities (e.g., condominium or homeowners’ associations) cannot prohibit the implementation of the State requirements.
- Note that the other state requirements for accessory dwelling units, parking, and transit availability are broader than these State requirements.
- Meeting the two ADUs per lot requirements may address some of these requirements.

## B. Proposed Middle Housing Amendments

### 1) Low Density Zone Districts

Remove references to “single-family” from the titles of the current Single-Family Low Density Residential and Single-Family Medium Density Residential land use designations and zone districts.

References in the Single-Family Low Density Residential (SFL) and Single-Family Medium Density Residential (SFM) zone district intent statements to single-family housing being the primary form of development in those districts will be removed and the land use designation descriptions in the Comprehensive Plan will be updated as well.

Single-family detached dwellings will continue to be allowed in these districts.

The City is exploring combining the current Single-Family Low Density Residential and Single-Family Medium Density Residential land use designations and zone districts into a single Low Density Residential land use designation and zone district.

### 2) Excluded Low Density Zone Districts

Two primarily residential zone districts are proposed to be excluded from middle housing requirements as allowed under state law: the Residential/Sensitive Resource (RSR) and the Manufactured Home Park (MHP) zone districts.

The intent of the Residential/Sensitive Resource (RSR) zone district is to accommodate and establish low density residential neighborhoods in a manner that is compatible with areas of unique open space character and environmental sensitivity with a minimum density of two dwelling units per acre and maximum density of four dwelling units per acre. The Residential/Sensitive Resource (RSR) zone district is found primarily on the west side of the City in areas with large wetlands and Percival Creek or in the south side where there are high groundwater flooding concerns. The Residential/Sensitive Resource (RSR) zone district currently allows for duplexes and cottage housing.

The Manufactured Home Park (MHP) zone district is intended to provide sufficient land for manufactured homes in manufactured home parks.

### 3) Definitions

The following definitions will be added or modified in TMC Chapter 18.04:

*“Administrative design review” means a land use permit review process whereby a design review application is reviewed, approved, or denied by the director of community development or their designee based solely on objective design standards found in the citywide design guidelines without an open recording hearing, unless such review is part of a consolidated review and decision process pursuant to TMC Title 14 Development Code Administration, otherwise required by state or federal law, or the structure is a designated landmark or historic district established under the city’s preservation ordinance. A city will utilize the process found in the citywide design guidelines to consider, recommend, or approve requests for deviations.*

*“Affordable housing” means, unless the context clearly indicates otherwise, residential housing whose monthly costs, including utilities other than telephone, do not exceed thirty percent of the monthly income of a household whose income is: (A) For rental housing, 60 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development; or (B) For owner-occupied housing, 80 percent of the median household income adjusted for household size, for the county where the household is located, as reported by the United States department of housing and urban development.*

*Cottage housing” means residential units on a lot with a common open space that either: (A) Is owned in common; or (B) has units owned as condominium units with property owned in common and a minimum of twenty percent of the property as open space.*

*“Dwelling unit density” means the number of dwelling units, including accessory dwelling units, allowed on a lot, regardless of lot size.*

*“Major transit stop” means (A) a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW; (B), commuter rail stops; (C)*

*stops on rail or fixed guideway systems; or (D) stops on bus rapid transit routes, including those stops that are under construction.*

*“Middle housing” means buildings that are compatible in scale, form, and character with single-family dwellings and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, quadplexes, townhouses, stacked flats, and cottage housing.*

*“Multifamily Dwelling” means a building designed and used for occupancy by five or more families all living independent of each other and where all dwelling units are located on the same lot.*

*“Quadplex” means a building designed for and used exclusively for occupancy by four families independent of each other where all four dwelling units are located on the same lot and are completely separated from each other, except for common stairwells or garages.*

*“Single-family detached dwelling” means a building that is not attached in any way to another dwelling unit or structure providing complete, independent living facilities for a family.*

*“Stacked flat” means dwelling units in a residential building of no more than three stories in which each floor may be separately rented or owned as one dwelling unit.*

*“Townhouse” or “rowhouse” means one of a line or row of three or more dwelling units attached one to the other, having common walls between individual units, generally two stories in height (and sometimes three). Each unit occupies the space between common walls from the lowest level to the roof, where common walls are the property lines between units and that have a yard or public or private street, alleys, pathways, or similar feature which the public has a right of use on not less than two sides.*

#### **4) Middle Housing Allowed Uses**

The City will be adding the following six of nine middle housing building types in its residential zone districts:

**Duplexes**





**Triplexes**



**Quadplexes**



**Townhouses**



**Stacked flats**



**Cottage housing**



The City will not be adding the following three of nine middle housing building types in its residential zone districts, which will continue to fall under the City's definition of multifamily dwelling.

**Fiveplexes**



**Sixplexes**



**Courtyard apartments**



Table 5. Residential Uses by Residential District

RESIDENTIAL DISTRICTS	SFL	SFM	MFM	MFH
Cottage housing	P	P	P	
Designated manufactured home parks			P	
Designated manufactured homes	P	P	P	
Duplexes	<u>P</u> <sup>1</sup>	<u>P</u> <sup>1</sup>	<u>P</u> <sup>1</sup>	
Multifamily dwellings			P	P
Manufactured home parks				
Permanent supportive housing	P	P	P	P
Planned unit developments	P	P	P	P
Quadplexes	<u>P</u>	<u>P</u>	<u>P</u>	P



RESIDENTIAL DISTRICTS	SFL	SFM	MFM	MFH
Senior housing facilities, assisted			C	C
Senior housing facilities, independent			P	P
Single-family detached dwellings	P	P		
Single-family detached dwellings existing prior to April 15, 2021			p <sup>2</sup>	
Stacked flats	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Townhouses and rowhouses	<u>P</u>	P	P	P
Transitional housing	P	P	P	P
Triplexes	<u>P</u>	<u>P</u>	P	P

Notes:

- Proposed amendments shown in red.
- Restrictions on the percentage of lots allowing duplexes in new subdivisions removed.

### 5) Dwelling Unit Density

The permitted dwelling unit density on all lots in the Single-Family Low Density Residential (SFL), Single-Family Medium Density Residential (SFM), Multifamily Medium Density Residential (MFM), and Multifamily High Density Residential (MFH) land use designations and zone districts will be two dwelling units per lot with four dwelling units allowed per lot if at least one dwelling unit on the lot is affordable housing that meets the requirements of TMC 18.42.160.

The dwelling unit density requirements would not apply to lots less than 1,000 square feet.

Because detached single-family residences are not a type of middle housing, the City does not have to allow multiple detached single-family homes per lot.

### 6) Bulk and Dimensional Regulations

Rear yard setbacks would be reduced in the Single-Family Low Density Residential (SFL), Single-Family Medium Density Residential (SFM) zone districts from twenty feet to five feet for middle housing, as is currently allowed for accessory dwelling units.

### 7) Citywide Design Review

The Citywide Design Guidelines will be updated to ensure that the requirements for single-family dwellings are the same as middle housing dwellings.

### 8) Accessory Dwelling Units

Two accessory dwelling units will be allowed per residential lot and the maximum area of an accessory dwelling unit will be increased from 800 to 1,000 square feet.

## 9) Affordable Housing Requirements

To qualify for up to the four additional units under the middle housing affordable housing provisions, the required number of affordable housing dwelling units will be required to meet the following standards:

1. *Such dwelling units shall meet the definition affordable housing in TMC 18.04.010;*
2. *Such dwelling units shall be maintained as affordable housing in perpetuity;*
3. *A covenant or deed restriction shall be approved by the city and recorded by the property owner that ensures the rental or ownership of units subject to these affordability requirements will remain consistent with the conditions in chapter 84.14 RCW in perpetuity; and*
4. *Dwelling units dedicated as affordable housing shall:*
  - a. *Be provided in a range of sizes comparable to other units in the project;*
  - b. *Contain the same proportion of the number of bedrooms in affordable units as the other dwelling units within the project; and*
  - c. *Be distributed throughout the project.*

## 10) Off-Street Parking Requirements

As required under state law, the off-street parking requirements for middle housing are:

*1.0 space per dwelling unit for lots no greater than 6,000 square feet and 2.0 spaces per dwelling unit for lots greater than 6,000 square feet (before any zero lot line subdivisions or lot splits).*

## 11) Cottage Housing Open Space

As required under state law, the open space required for cottage housing will be:

- K. *Open space.*
  1. *Open space shall be provided equal to a minimum 20 percent of the lot size.*
  2. *Required open space may include common open space, private open space, setbacks, critical areas, and other open space.*
  3. *At least one outdoor common open space shall be provided.*

## 4. Next Steps

Staff will be working on amendments to the Citywide Design Guidelines to present to the Planning Commission and General Government Committee for discussion in early 2025.

## 5. Resources and Guidance

All documents related to the periodic update are on the [City's periodic update webpage](#), including:

- Information on all meetings
- State guidance materials.
- Drafts of the Elements as they are prepared.
- Staff reports and presentations.

### Balancing Nature & Community

#### Tumwater's Path to Sustainable Growth

Every ten years, the City is required by the state to conduct a periodic update of its Comprehensive Plan and related development regulations to ensure that they comply with the Growth Management Act and respond to changes in the City.

GET INVOLVED	+
PROJECT SCHEDULE	+
PUBLIC ENGAGEMENT	+
CITY MEETINGS	+
DRAFT ELEMENTS	+
GUIDANCE DOCUMENTS	+
CITY PRESENTATIONS	+
CITY PUBLIC ENGAGEMENT	+
CITY STAFF REPORTS	+



**To** City of Tumwater  
**From:** SCJ Alliance  
**Date:** November 11, 2024  
**Project:** City of Tumwater Middle Housing Code Updates  
**Subject** Summary of Housing-Related Legislative Changes for Tier 2 Cities

### Introduction:

Within recent legislative sessions, several policies were passed by the state legislature to address affordable housing across Washington state. These bills made changes to the Growth Management Act and addressed “missing middle housing” through new requirements for cities and counties to address. The following memo provides a legislative brief on what cities classified as Tier 2 under new Middle Housing legislation (HB 1110 and HB 2321) are required to plan for.

The City of Tumwater will also need to reflect on their Comprehensive plan goals, policies, and community engagement in determining their approach to addressing new state legislation on housing in their middle housing ordinances.

### Recent Housing-Related Legislative Changes

#### Comprehensive Plan – Housing Element:

[HB 1220](#) substantially amends housing-related provisions of the GMA, requiring planning for housing by income bands and addressing racially disparate impacts, displacement, and exclusion.

This bill directs the City of Tumwater to update their Housing Element in their Comprehensive Plan to account for the following actions:

- Inventory and analyze existing and projected housing needs over the planning period, by income band, consistent with the jurisdiction’s share of housing need, as provided by Commerce.
- Identify land capacity for housing including, but not limited to, government-assisted housing, housing for moderate, low, very low, and extremely low-income households, manufactured housing, multifamily housing, group homes, foster care facilities, emergency housing, emergency shelters, and permanent supportive housing.
- Consideration of housing locations in relation to employment locations and the role of ADUs.
- Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
  - Zoning that may have a discriminatory effect;



- Disinvestment; and
- Infrastructure availability.
- Identification of areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments. This work should identify areas where anti-displacement tools may be applied, but may not need to be in the comprehensive plan.

#### **Development Code:**

[HB 1042](#) encourages the conversion of existing commercial or mixed-use buildings for residential uses.

Six months after its periodic comprehensive plan update, the City of Tumwater must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements for buildings zoned commercial or mixed-use to allow for the conversion of these buildings into multifamily housing.

[HB 1337](#) requires cities and counties to allow two accessory dwelling units (ADUs) per lot in urban growth areas and establishes standards for jurisdictions to use.

The City of Tumwater must:

- Permit ADUs in structures detached from the principle unit;
- Allow an ADU on any lot that meets the minimum lot size required for the principal unit;
- Allow detached ADUs to be sited at a lot line if the lot line abuts a public alley, unless the city or county routinely plows snow on the public alley; and
- Allow ADUs to be converted from existing structures, including detached garages.
- Allow for the construction of two ADUs in the following configurations on all zoning districts that allow for single-family homes in urban growth areas;
  - One attached ADU and one detached ADU;
  - Two attached ADUs; or
  - Two detached ADUs, which may be comprised of either one or two detached structures.

The City of Tumwater cannot:

- Assess impact fees on the construction of ADUs that are greater than 50 percent of the impact fees that would be imposed on the principal unit;
- Establish a height limit on an ADU of less than 24ft feet, unless the principal unit height limit is less than 24 feet;
- Establish a maximum gross floor area requirement for accessory dwelling units that is less than 1,000 square feet;
- Impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or requirements for design review for ADUs that are more restrictive than those for principal units;
- Prohibit the sale of a condominium unit independently of a principal unit solely on the grounds that the condominium unit was originally built as an ADU;
- Require public street improvements as a condition of permitting ADUs; and



- Require the owner of a lot on which there is an ADU to reside in or occupy the ADU or another housing unit on the same lot.

The City of Tumwater may apply regulations including:

- Generally applicable development regulations;
- Public health, safety, building code, and environmental permitting requirements that would be applicable to the principal unit, including regulations to protect ground and surface waters from on-site wastewater;
- A prohibition on the construction of ADUs that are not connected to or served by public sewers;
- A prohibition or restriction on the construction of ADUs in residential zones with a density of one dwelling unit per acre or less that are within areas designated as wetlands, fish and wildlife habitats, flood plains, or geologically hazardous areas; and
- Restrictions on the use of ADUs for short-term rentals.

[HB 1110](#) and [HB 2321](#) concerning middle housing.

Six months after its periodic comprehensive plan update, the City of Tumwater must adopt or amend by ordinance, and incorporate into their development regulations, zoning regulations, and other official controls the requirements and definitions for middle housing.

Tier 2 City Applicability:

- Population of more than 25,000 in 2020,
- Population of less than 75,000 in 2020,

A Tier 2 City **must allow**:

- The development of the following unit densities:
  - **At least two units per lot** on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies; RCW [36.70A.635\(1\)\(a\)\(i\)](#)
  - **At least four units per lot** on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, **within one-quarter mile walking distance of a major transit stop**; RCW [36.70A.635\(1\)\(a\)\(ii\)](#)
    - Major transit stop means:
      - A stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;
      - Commuter rail stops;
      - Stops on rail or fixed guideway systems; or
      - Stops on bus rapid transit routes, including those stops that are under construction.
  - **At least four units per lot** on all lots zoned predominantly for residential use, unless zoning permitting higher densities or intensities applies, **if at least one unit is affordable housing**. RCW [36.70A.635\(1\)\(a\)\(iii\)](#)



- The unit density in RCW [36.70A.635](#)(1)(a) does not apply to lots after subdivision below 1,000 square feet unless the city has a smaller allowable lot size in the zone.
- **At least six of the nine middle housing types** to achieve the unit density required in RCW [36.70A.635](#) (1)
- Allow zero lot line short subdivision where the number of lots created is equal to the unit density required in RCW [36.70A.635](#)(1).
- Apply to middle housing the same development permit and environmental review processes that apply to detached single-family residences, unless otherwise required by state law.

A Tier 2 City **may**:

- Allow accessory dwelling units to achieve the unit density required, per RCW [36.70A.635](#)(5).
- Define middle housing types that are undefined under RCW [36.70A.030](#)
  - RCW 36.70A.030 includes definitions for courtyard apartments, cottage housing, townhouses, and stacked flats, **but** duplexes, triplexes, fourplexes, fiveplexes, and sixplexes are undefined.
- Define what falls under the required “unit density”.
  - Cities choosing to count accessory dwelling units as part of “unit density” and adopting the term “unit density” in local code should consider a definition that references accessory dwelling units.
- Adopt a maximum unit density
  - Cities are not required to allow accessory dwelling units or middle housing types beyond the density requirements - RCW [36.70A.635](#)(5)
  - The middle housing definition, in conjunction with the maximum unit density a jurisdiction adopts, is important because RCW 36.70A.635 sets limits on permitting, design review, and parking standards for all middle housing types citywide in all cities subject to the middle housing law.

A Tier 2 City **cannot**:

- Require off-street parking as a condition of permitting development of middle housing within one-half mile walking distance of a major transit stop;
- Require more than one off-street parking space per unit as a condition of permitting development of middle housing on lots no greater than 6,000 square feet before any zero lot line subdivisions or lot splits;
- Require more than two off-street parking spaces per unit as a condition of permitting development of middle housing on lots greater than 6,000 square feet before any zero lot line subdivisions or lot splits;

Middle Housing **Exemptions** (RCW [36.70A.635](#)(8)):

- Portions of a lot, parcel, or tract designated with critical areas designated under RCW [36.70A.170](#) or their buffers as required by RCW [36.70A.170](#), except for critical aquifer recharge areas where a single-family detached house is an allowed use provided that any requirements to maintain aquifer recharge are met;
- Areas designated as sole-source aquifers by the United States Environmental Protection Agency on islands in the Puget Sound;



- A watershed serving a reservoir for potable water if that watershed is or was listed, as of July 23, 2023, as impaired or threatened under section 303(d) of the federal Clean Water Act (33 U.S.C. Sec. 1313(d));
- Lots that have been designated urban separators by countywide planning policies as of July 23, 2023; or
- A lot that was created through the splitting of a single residential lot.
  - NOTE: At this time, “lot split” is undefined. Legislation in both 2023 and 2024 on this did not pass. This may change in the future, and lots may be exempt from allowing middle housing. More guidance to come if this passes.

The State Model Ordinance developed by the Department of Commerce:

- Goes above what is asked for in the state legislation;
- Only text in bold is required;
- Does not count accessory dwelling units as middle housing;
- The key features of the middle housing types:
  - Duplex, Triplex, and Fourplex: Left for cities to define
  - Cottage Housing: Residential units on a lot with a shared open space owned in common
  - Courtyard Apartments: Attached residential units arranged on two or three sides of a yard or court.
  - Stacked Flat: Residential units in a residential building of no more than three stories in which each floor may be separately rented or owned.
  - Townhouses: buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

#### **Permitting Process:**

[HB 1293](#) establishes standards for clear and objective local design review to streamline permitting processes.

Encourages the City of Tumwater to provide expedited review for project permit applications that include dwelling units that are affordable to low-income or moderate-income households and within the capacity of systemwide infrastructure improvements.

[SB 5290](#) amends the Local Project Review Act to increase the timeliness and predictability of permitting processes. The Department of Commerce is required to provide a consolidated permit review grant program and a digital permitting grant program to support implementation of this bill.

The City of Tumwater must exclude project permits for interior alterations from site plan review, provided that they do not include activities such as increasing the number of sleeping quarters, total square footage or valuation, or nonconformity with FEMA substantial improvement thresholds.

[SB 5412](#) expands SEPA Categorical Exemptions related to infill and middle housing projects.

The City of Tumwater may establish SEPA exemptions for the development of housing within incorporated areas of the UGA pursuant to RCW 37.70A.110 for middle housing.



**REQUIRED AND RECOMMENDED UPDATES**  
**City of Tumwater - Middle Housing Development Regulations**

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
<b>Chapter 18.02 - GENERAL PROVISIONS</b>			
18.02.010	Interpretation of text.	<p>The Commerce Middle Housing Model Ordinance includes an "applicability" section that is recommended for addition to the code. The applicability language outlines where the provisions of the middle housing code apply (as indicated in RCW 36.70A.635(1)(a)) and do not apply (as indicated in RCW 36.70A.635(8)). This may be one possible location for that information.</p> <p>--</p> <p>Note - SMO can be found here (applicability language on page 9):  <a href="https://deptofcommerce.app.box.com/s/tfivrrq4t97nggquanr3syaz4zeo8nxd">https://deptofcommerce.app.box.com/s/tfivrrq4t97nggquanr3syaz4zeo8nxd</a></p>	<p>For all proposed middle housing amendments, the City's preference is to adopt code language that complies with the RCW and works in harmony with the rest of Title 18. Commerce's Model Ordinance is useful as a guide for language, but should not be adopted without amendment unless it is compatible with the rest of our code. We would prefer not to add this proposed section to Title 18, as it fits more into the findings for the ordinance or as policy. The actual content of Title 18 (allowed uses, density requirements, etc.) will comply with the RCW. We should discuss how we address the exemption from middle housing requirements for lots created through the splitting of a single family lot.</p>
18.02.030	Application outside city limits.	<p>This section may need to be updated, dependent on any collaborative efforts and decision made with Thurston County regarding development in the UGA.</p>	<p>The City will consider amendments as part of the Joint Plan/Development Code update process.</p>
<b>Chapter 18.04 - DEFINITIONS</b>			
18.04.010	A definitions.	<p>Required to add definition for "Administrative design review", as provided in RCW 36.70A.030(3).</p> <p>Recommend adding definition for "All lots zoned predominantly for residential use" to help clarify where middle housing types should be allowed.</p> <p>--</p> <p>Note - RCW 36.70A.635(1) applies the middle housing unit per lot standards to "all lots zoned predominantly for residential use".</p> <p>Sample definition text could read as follows: <i>"All lots zoned predominantly for residential use" means all zoning districts in which residential dwellings are the predominant use. This excludes lands zoned primarily for commercial, industrial, and/or public uses, even if those zones allow for the development of detached single-family residences. This also excludes lands zoned primarily for mixed uses, even if those zones allow for the development of detached single-family residences, if the zones permit by-right multifamily use and a variety of commercial uses, including but not limited to retail, services, eating and drinking establishments, entertainment, recreation, and office uses.</i></p>	<p>Our Citywide Design Guideline process is already an administrative process, we do not have a design board or require a hearing unless design review is part of the consolidate permit process for larger project approval that requires a hearing for one of its approvals. It does not make sense to include a definition of "all lots zoned predominantly for residential use" or use it in Title 18 as a term, because it essentially describes the process we are going through with this amendment process to allow middle housing in all residential zone districts. "All lots zoned predominantly for residential use" not added because the term appropriate for guiding regulatory updates, but not as a regulation itself.</p>
18.04.030	C definitions.	<p>Add required definitions for "Cottage housing" and "Courtyard apartments" as provided in RCW 36.70A.030(9) and (10), respectively.</p>	<p>We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling.</p>
18.04.040	D definitions.	<p>Recommend adding definition for "Development regulations" as provided in RCW 36.70A.030(13).</p>	<p>We will not add a definition for "development regulations," as that could be so wide ranging as to be meaningless.</p>
18.04.060	F definitions.	<p>Recommend adding definitions for "Fourplex" and "Fiveplex."</p> <p>--</p> <p>Note - Consider having the terms phrased as "Dwelling, Fourplex" in order to locate all "dwelling types" together in the D section.</p>	<p>We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling. We use "duplex", etc. throughout the current Title 18, so it makes sense to match that and make it easier to find the definition.</p>

**REQUIRED AND RECOMMENDED UPDATES**

**City of Tumwater - Middle Housing Development Regulations**

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
18.04.130	M definitions.	Add required definitions for "Major transit stop" and "Middle housing" as provided in RCW 36.70A.030(25) and (26).	Added definitions, but edited the middle housing definition to reflect our terminology and the six middle housing types.
18.04.180	S definitions.	Add required definitions for "Single-family zones" and "Stacked flats" as provided in RCW 36.70A.030(39) and (40).	We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling. Add definition for stacked flats and edited it. We are eliminating single family zoning as part of larger 2025 Development Code updates, so we will not add that definition.
18.04.190	T definitions.	Required to update definition for "Townhouses" as provided in RCW 36.70A.030(41). Recommend adding definition for "Tier 2 city" (RCW 36.70A.635(1)(a)).	Added definition of "townhouse," but edited it to work with our current definition. Did not add "Tier 2 City", which is relevant only to the RCW.
18.04.200	U definitions.	Recommend adding definition for "Unit density" as found in RCW 36.70A.635(1)(a).	Added "dwelling unit density" that includes ADUs. Not clear on what "on a lot" means or if it is needed.
<b>Chapter 18.07 - SUMMARY TABLE OF USES</b>			
18.07.010	Residential zone districts permitted and conditional uses.	<p>Table 18.07.010 needs to be updated to ensure inclusion of all Middle Housing Types - Duplexes, Triplexes, Fourplexes, Fiveplexes, Sixplexes, Townhouses, Stacked Flats, Courtyard Apartments, and Cottage Housing.</p> <p>--</p> <p>Note - Subject to the requirements of RCW 36.70A635(5), all lots zoned predominantly for residential use must allow each of these uses as permitted outright, unless zoning permits higher densities or intensities than those listed for Tier 2 unit density (outlined in RCW 36.70A.635(1)(a)).</p>	We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling. The MHP Manufactured Home Park zone should be excluded from middle housing as it is a special district. We may want to see if RSR Residential / Sensitive Resource zone district can be excluded under the 75% RCW exemption as it is a 2 to 4 dwelling unit density zone district because of sensitive areas.
<b>Chapter 18.08 - RSR RESIDENTIAL/SENSITIVE RESOURCE ZONE DISTRICT</b>			
18.08.010	Intent.	This is a unique zone that allows for single-family, duplexes, cottage housing and manufactured homes in areas that have environmental sensitivity. Would recommend working with staff and policy makers to determine intention for this zoning. If the current permitted housing types are maintained, would recommend expanding on the explanation for why higher density uses would not be appropriate.	Our preference would exclude the RSR from middle housing aside from duplexes and cottage housing under the 75% RCW exemption. From our Comprehensive Plan Land Use Element (p. 32-33): "The purpose of this designation is to recognize areas of unique open space character and sensitivity to environmental disturbance such as around stream corridors, lakes, and wetlands within the city limits and Tumwater's Urban Growth Area. Residential/Sensitive Resource areas are intended to be used only for exceptional places within the City and its Urban Growth Area. This designation should be applied to areas that are not protected by the Shoreline Management Act and are not already built out. These areas are where intensive urban development would adversely affect ground or surface waters or environmental resource areas. [...] In order to protect groundwater resources from contamination by failing septic tanks and to ensure that urban services can be provided to certain areas in a cost efficient manner, a minimum density policy of two dwelling units/acre is recommended."
18.08.020	Permitted uses.	Based on outcome of the discussion regarding the "Intent" section, this section may need to be updated to reflect additional missing middle housing types.	See above. Amended duplexes.
18.08.030	Accessory uses.	Ensure that the referenced section 18.42.105 regarding ADUs is up to date and accurate.	

**REQUIRED AND RECOMMENDED UPDATES****City of Tumwater - Middle Housing Development Regulations**

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
18.08.080	Screening and buffering requirements.	Example Density Transfer Calculation Figures and Tables will need to be updated to reflect density changes.	
<b>Chapter 18.10 - SFL SINGLE-FAMILY LOW DENSITY RESIDENTIAL ZONE DISTRICT</b>			
18.10.010	Intent.	Needs to be updated to remove reference to low density allowances.	Will update to match Comprehensive Plan amendments to the SFL. References to single-family only uses will be removed. Reviewing density ranges as part of the Comprehensive Plan Land Use Element update.
18.10.020	Permitted uses.	Needs to be updated to ensure inclusion of all Middle Housing Types - Duplexes, Triplexes, Fourplexes, Fiveplexes, Sixplexes, Townhouses, Stacked Flats, Courtyard Apartments, and Cottage Housing.	We are not required to allow for all nine middle housing types. We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling.
18.10.030	Accessory uses.	Ensure that the referenced section 18.42.105 regarding ADUs is up to date and accurate.	Will review and update as needed
18.10.050	Development standards.	Needs to be updated to reflect density requirements for Tier 2 Cities as described in RCW 36.70A.635(1)(a), and ensure dimensional standards comply with RCW 36.70A.635(6)(b) which indicates middle housing standards may not be more restrictive than those for detached single-family residences.	Reviewing density ranges as part of the Comprehensive Plan Land Use Element update. No changes to current density requirements. State middle housing requirements do not eliminate minimum or maximum density requirements, they just add a dwelling unit density requirement for individual lots in "predominately residential zones" on top of it. Added dwelling unit density requirements on lots and added a new section to TMC 18.42 addressing affordable housing requirements. No changes to lot coverages as current lot coverages are no more restrictive than those for detached single-family residences. Middle housing will following the same rear setback requirements as ADUs currently do.
<b>Chapter 18.12 - SFM SINGLE-FAMILY MEDIUM DENSITY RESIDENTIAL ZONE DISTRICT</b>			
18.12.010	Intent.	Needs to be updated to remove reference to low density allowances.	Will update to match Comprehensive Plan amendments to the SFM. References to single-family only uses will be removed. Reviewing density ranges as part of the Comprehensive Plan Land Use Element update.
18.12.020	Permitted uses.	Needs to be updated to ensure inclusion of all Middle Housing Types - Duplexes, Triplexes, Fourplexes, Fiveplexes, Sixplexes, Townhouses, Stacked Flats, Courtyard Apartments, and Cottage Housing	We are not required to allow for all nine middle housing types. We will be using the following six of nine middle housing building types in our residential zone districts: duplexes, triplexes, fourplexes, townhouses, stacked flats and cottage housing. We will not be adding fiveplexes, sixplexes or courtyard apartments, leaving those types to fall under our definition of multifamily dwelling.
18.12.030	Accessory uses.	Ensure that the referenced section 18.42.105 regarding ADUs is up to date and accurate.	Will review and update as needed
18.12.050	Development standards.	Needs to be updated to reflect density requirements for Tier 2 Cities as described in RCW 36.70A.635(1)(a), and ensure dimensional standards comply with RCW 36.70A.635(6)(b) which indicates middle housing standards may not be more restrictive than those for detached single-family residences.	Reviewing density ranges as part of the Comprehensive Plan Land Use Element update. No changes to current density requirements. State middle housing requirements do not eliminate minimum or maximum density requirements, they just add a dwelling unit density requirement for individual lots in "predominately residential zones" on top of it. Added dwelling unit density requirements on lots and added a new section to TMC 18.42 addressing affordable housing requirements. No changes to lot coverages as current lot coverages are no more restrictive than those for detached single-family residences. Middle housing will following the same rear setback requirements as ADUs currently do.

**REQUIRED AND RECOMMENDED UPDATES***City of Tumwater - Middle Housing Development Regulations*

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
<b>Chapter 18.14 - MFM MULTIFAMILY MEDIUM DENSITY RESIDENTIAL ZONE DISTRICT</b>			
18.14.010	Intent.	Recommend analyzing currently permitted density in this higher density zoning district.	Will update to match Comprehensive Plan amendments to the MFM. References to multifamily only uses will be removed. Reviewing density ranges as part of the Comprehensive Plan Land Use Element update.
18.14.020	Permitted uses.	This multifamily zone already allows for a variety of housing types. May want to consider updating to add the additional middle housing types specified in 36.70A.030(26).	We are not required to allow for all nine middle housing types. Eight middle housing types are currently allowed in the MFM. Added stacked flats.
18.14.030	Accessory uses.	Ensure that the referenced section 18.42.105 regarding ADUs is up to date and accurate.	Will review and update as needed
18.14.050	Development standards.	Needs to be updated to reflect density requirements for Tier 2 Cities as described in RCW 36.70A.635(1)(a), and ensure dimensional standards comply with RCW 36.70A.635(6)(b) which indicates middle housing standards may not be more restrictive than those for detached single-family residences.	Reviewing density ranges as part of the Comprehensive Plan Land Use Element update. No changes to current density requirements. State middle housing requirements do not eliminate minimum or maximum density requirements, they just add a dwelling unit density requirement for individual lots in "predominately residential zones" on top of it. Added dwelling unit density requirements on lots and added a new section to TMC 18.42 addressing affordable housing requirements. No changes to lot coverages as current lot coverages are no more restrictive than those for detached single-family residences. No changes to setback requirements as the current setback requirements are less than the proposed amendments.
<b>Chapter 18.16 - MFH MULTIFAMILY HIGH DENSITY RESIDENTIAL ZONE DISTRICT</b>			
18.16.010	Intent.	This work provides an opportunity to review densities and determine if maximums are still appropriate.	Will update to match Comprehensive Plan amendments to the MFH. References to multifamily only uses will be removed. Reviewing density ranges as part of the Comprehensive Plan Land Use Element update.
18.16.020	Permitted uses.	This multifamily zone already allows for a variety of housing types. May want to consider updating to add the additional middle housing types specified in 36.70A.030(26).	We are not required to allow for all nine middle housing types. MFH currently meets the requirements for six middle housing types. Adding stacked flats.
18.16.030	Accessory uses.	Ensure that the referenced section 18.42.105 regarding ADUs is up to date and accurate.	Will review and update as needed
18.16.050	Development standards.	Needs to be updated to reflect density requirements for Tier 2 Cities as described in RCW 36.70A.635(1)(a), and ensure dimensional standards comply with RCW 36.70A.635(6)(b) which indicates middle housing standards may not be more restrictive than those for detached single-family residences.	Reviewing density ranges as part of the Comprehensive Plan Land Use Element update. No changes to current density requirements. State middle housing requirements do not eliminate minimum or maximum density requirements, they just add a dwelling unit density requirement for individual lots in "predominately residential zones" on top of it. Added dwelling unit density requirements on lots and added a new section to TMC 18.42 addressing affordable housing requirements. No changes to lot coverages as current lot coverages are no more restrictive than those for detached single-family residences. No changes to setback requirements as the current setback requirements are less than the proposed amendments.
<b>Chapter 18.23 - TC TOWN CENTER ZONE DISTRICT</b>			
18.23.010	Intent.	May want to update subsection (A) to reflect any reference to transit-oriented development related to residential use allowances.	Updated section to add reference to transit-oriented development.

**REQUIRED AND RECOMMENDED UPDATES**

*City of Tumwater - Middle Housing Development Regulations*

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
<b>Chapter 18.42 - GENERAL LAND USE REGULATIONS</b>			
18.42.010	Accessory dwelling units.	Update for compliance with HB 1337.	Amended size and number of accessory dwelling units. Parking requirements are addressed in TMC 18.50.
18.42.100	Single-family uses.	Update for conformance with RCW 36.70A.635(1)(a) outlining permitted unit density on all lots zoned predominantly for residential use.	Reference changed to only RSR zone district and updated.
18.42.130	Park and open space area standards for development without divisions of land.	Update to ensure conformance with RCW 36.70A.635(6)(b) which states the City may not require any standards for middle housing than those required for detached single-family residences.	Removed reference to townhouses.
<b>Chapter 18.43 - CITYWIDE DESIGN GUIDELINES</b>			
18.43.010	Community development department authority.	<p>Consider incorporating Design Manual into this chapter by reference.</p> <p>--</p> <p>Note - No changes needed within the language of the municipal code. However, the Design Manual to which this section refers (found online at <a href="https://www.ci.tumwater.wa.us/home/showpublisheddocument/9500/636076379459870000">https://www.ci.tumwater.wa.us/home/showpublisheddocument/9500/636076379459870000</a>) may need updates to be consistent with density requirements and dimensional standards as described in RCW 36.70A.635(1)(a) and RCW 36.70A.635(6)(b). Specific Design Manual chapters that may need to be updated include:</p> <ul style="list-style-type: none"> <li>- Chapter 2, Commercial, Mixed Use, and Multifamily</li> <li>- Chapter 5, Cottage Housing</li> <li>- Chapter 6, Single Family Residences</li> </ul>	City has requested that SCJ review the Tumwater Citywide Design Manual and potentially revising language to be consistent with the state requirements and amended Title 18.

**REQUIRED AND RECOMMENDED UPDATES**

*City of Tumwater - Middle Housing Development Regulations*

Code Section	Title	SCJ Recommendations/Notes	Tumwater Staff Comments
<b>Chapter 18.50 - OFF-STREET PARKING</b>			
18.50.070	Off-street parking space standards.	Update section and Table 18.50.070(A) for conformance with RCW 36.70A.635(6)(d-f) and RCW 36.70A.635(7)(a-b).	Current parking for ADUs is less than state requirements, so no amendments are proposed. Middle housing standard created.
<b>Chapter 18.51 - COTTAGE HOUSING</b>			
18.51.030	Development standards.	Update for conformance with dimensional standards described in RCW 36.70.635(6)(a) and cottage housing design standards described in RCW 36.70A.030(9).	No amendments needed for TMC 18.51.030(A). Citywide design guidelines for cottage housing should be reviewed by SCJ. No changes to current density requirements. TMC 18.51.030 - State middle housing requirements do not eliminate minimum or maximum density requirements. Proposed edit references incorrect chapter. No changes to parking requirements, which meet state requirements. Added state open space requirements.



# 2025 Development Code Update Middle Housing

*Balancing Nature and Community:  
Tumwater's Path to Sustainable Growth*

**General Government Committee – December 11, 2024**



# Intent



Discuss the City's approach to addressing the State required middle housing amendments



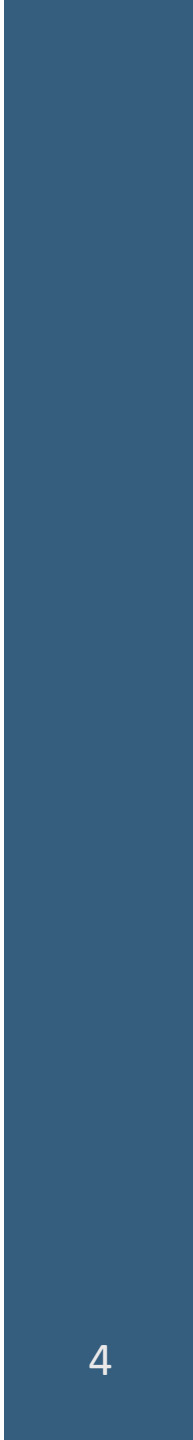




# The Need for Housing in Tumwater

# Housing Need – Total 2020 Supply and 2045 Need

	City	UGA	Total
2020 Housing Supply	11,064	1,210	12,274
2020-2045 Housing Need	6,676	2,516	9,192



# Population Growth Projection

Type	Number
Housing Units Needed (2020-2045)	9,192
Household Size (2020)	2.39
Population (2020)(1)	28,707
Projected Population Increase (2020-2045)	21,969
Projected Population (2045)(2)	50,676

1. 2020 Population includes the Census calibrated numbers both within the City of Tumwater (25,573) and its urban growth area (3,134).
2. Determined by multiplying housing units needed from 2020-2045 by 2020 household size.



# Anticipated Future Housing Need

0-30% AMI	31-50% AMI	51-80% AMI	81-120% AMI	Above 120% AMI
1,724 units 26% of total	1,033 units 15% of total	541 units 8% of total	1,036 units 16% of total	2,342 units 35% of total
<b>Rental:</b> Public support needed in all markets	<b>Rental:</b> Public support needed in most markets	<b>Rental:</b> Incentives needed in many markets  <b>Home Ownership:</b> Subsidy or incentives needed in many markets	<b>Rental or Home Ownership:</b> Incentives or zoning flexibility needed in some markets	<b>Market Rent and Home Ownership</b>



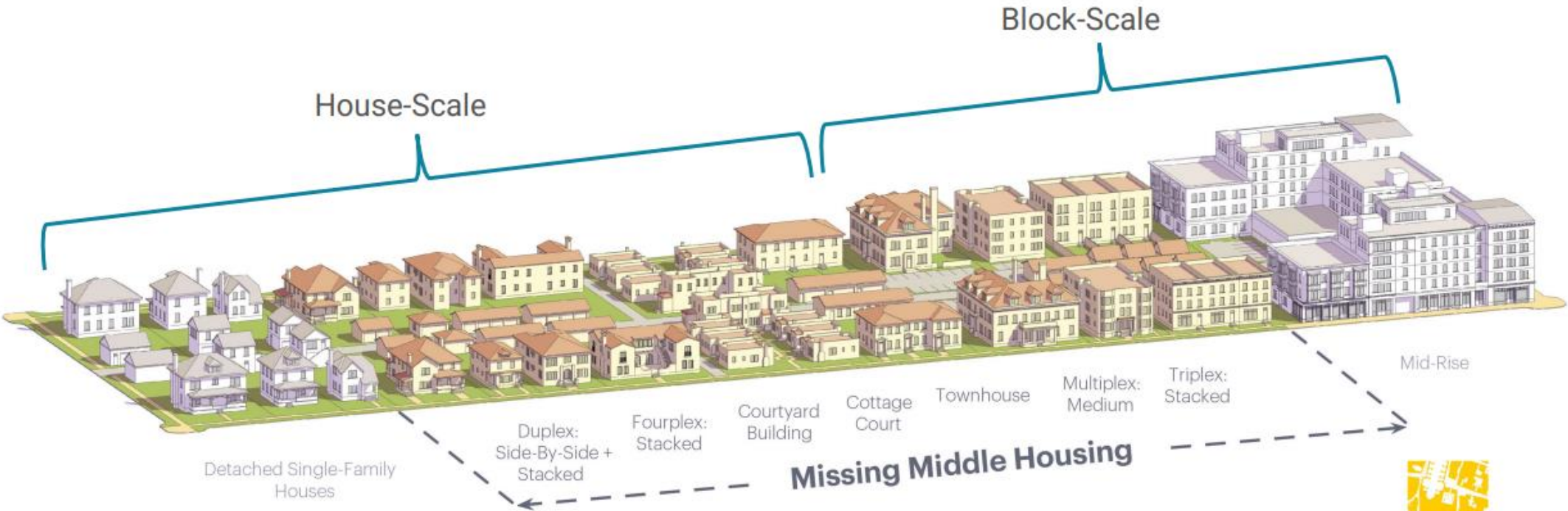
AMI = Area Median Income





## Middle Housing

# Palette of Middle Housing Types



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# Low Density Zone Districts

- Remove references to “single-family” in land use designations and zone district title
- Remove references to single-family housing being the primary form of development in the zone districts intent statements
- Update the land use designation descriptions in the Land Use Element of the Comprehensive Plan
- Single-family detached dwellings will continue to be allowed in the low-density residential zone districts



# Low Density Zone Districts

- As part of the Land Use Element update, combine Single-Family Low Density Residential (SFL) and Single-Family Medium Density Residential (SFM) into a single Low Density Residential land use designation and zone district





# Definitions

The following definitions will be added or modified to TMC Chapter 18.04:

- Administrative design review
- Affordable housing
- Cottage housing
- Dwelling unit density
- Major transit stop
- Middle housing
- Multifamily Dwelling
- Quadplex
- Single-family detached dwelling
- Stacked flat
- Townhouse or rowhouse



# Excluded Residential Zone Districts

Two primarily residential zone districts are proposed to be excluded from middle housing requirements as allowed under state law:

- Residential/Sensitive Resource (RSR) zone district
- Manufactured Home Park (MHP) zone district



# Residential/Sensitive Resource (RSR)

- The intent of the zone district is to accommodate and establish low density residential neighborhoods in a manner that is compatible with areas of unique open space character and environmental sensitivity with a minimum density of two (DU/acres) and maximum density of four (DU/acres)
- The zone district is found primarily on the west side of the City in areas with large wetlands and Percival Creek or in the south side where there are high groundwater flooding concerns
- The zone district currently allows for duplexes and cottage housing



# Manufactured Home Park (MHP)

- The Manufactured Home Park (MHP) zone district is intended to provide sufficient land for manufactured homes in manufactured home parks



# Middle Housing Allowed Uses

The City will be adding the following six of nine middle housing building types in its residential zone districts:





# Middle Housing Allowed Uses

Three of the nine middle housing building types will not be added to the lower density residential zone districts



Such uses will continue to fall under the City's definition of multifamily dwelling

# Middle Housing Allowed Uses

RESIDENTIAL DISTRICTS	SFL	SFM	MFM	MFH
Cottage housing	P	P	P	
Duplexes	<u>P</u> <sub>1</sub>	<u>P</u> <sub>1</sub>	<u>P</u> <sub>1</sub>	
Quadplexes	<u>P</u>	<u>P</u>	<u>P</u>	P
Stacked flats	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>
Townhouses and rowhouses	<u>P</u>	P	P	P
Triplexes	<u>P</u>	<u>P</u>	P	P

Note that the Single-Family Low Density Residential (SFL) and Single-Family Medium Density Residential (SFM) zone districts are proposed to be combined as part of the 2025 Development Code Update.



# Dwelling Unit Density

- RCW 36.70A.635 requires that applicable cities regulate density in applicable residential zones in a way that has not commonly been done in the past
- “Dwelling unit density” is defined as the number of dwelling units allowed on a lot, regardless of lot size





# Dwelling Unit Density

- The permitted dwelling unit density on all lots in the Single-Family Low Density Residential (SFL), Single-Family Medium Density Residential (SFM), Multifamily Medium Density Residential (MFM), and Multifamily High Density Residential (MFH) land use designations and zone districts will be two dwelling units per lot
- Four dwelling units would be allowed per lot if at least one dwelling unit on the lot is affordable housing that meets the requirements of TMC 18.42.160
- The dwelling unit density requirements would not apply to lots less than 1,000 square feet



# Citywide Design Review

The Citywide Design Guidelines will be updated to ensure that the requirements for single-family dwellings are the same as middle housing dwellings



# Accessory Dwelling Units

Two accessory dwelling units will be allowed per residential lot and the maximum area of an accessory dwelling unit will be increased from 800 to 1,000 square feet



# Affordable Housing Requirements

To qualify for up to the four additional units under the middle housing affordable housing provisions, the required number of affordable housing dwelling units will be required to be maintained as affordable housing in perpetuity



# Off-Street Parking Requirements

As required under state law, the off-street parking requirements for middle housing will be:

- 1.0 space per dwelling unit for lots no greater than 6,000 square feet and 2.0 spaces per dwelling unit for lots greater than 6,000 square feet (before any zero lot line subdivisions or lot splits)



# Cottage Housing Open Space

As required under state law, the open space required for cottage housing will be equal to a minimum 20 percent of the lot size







## Next Steps



# Project Web Site

## Balancing Nature & Community

### Tumwater's Path to Sustainable Growth

Every ten years, the City is required by the state to conduct a periodic update of its Comprehensive Plan and related development regulations to ensure that they comply with the Growth Management Act and respond to changes in the City.

GET INVOLVED	+
PROJECT SCHEDULE	+
PUBLIC ENGAGEMENT	+
CITY MEETINGS	+
DRAFT ELEMENTS	+
GUIDANCE DOCUMENTS	+
CITY PRESENTATIONS	+
CITY PUBLIC ENGAGEMENT	+
CITY STAFF REPORTS	+

All documents related to the periodic update are on the [City's periodic update webpage](#), including:

- Information on all meetings
- State guidance materials
- Drafts of the Elements as they are prepared
- Staff reports and presentations





# Submitting Comments or Questions

Written comments or questions are welcome at any time during the periodic update process

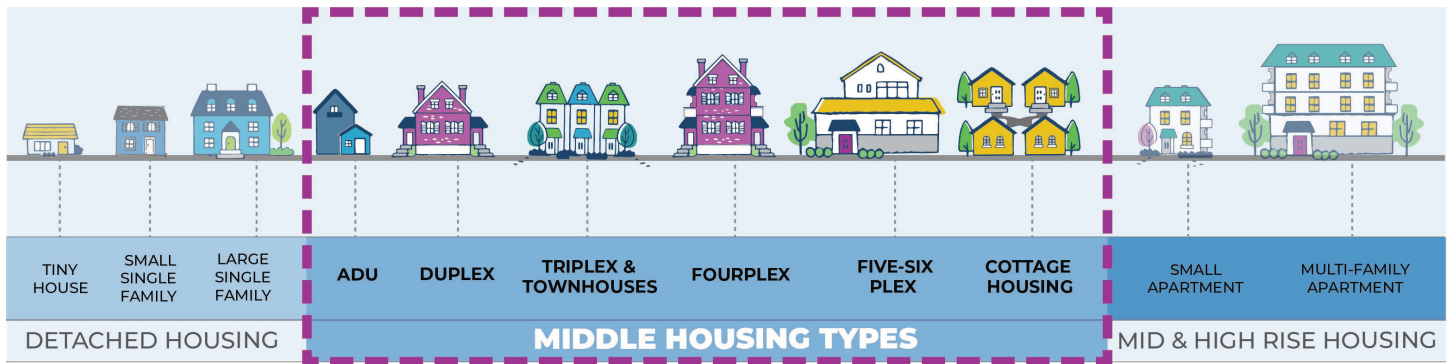
- The periodic update email is [compplan@ci.tumwater.wa.us](mailto:compplan@ci.tumwater.wa.us)
- City of Tumwater Contact:
  - Brad Medrud, AICP
  - City of Tumwater Planning Manager
  - Community Development Department
  - 555 Israel Road SW
  - Tumwater, WA 98501
  - Phone: 360-754-4180
  - Email: [bmedrud@ci.tumwater.wa.us](mailto:bmedrud@ci.tumwater.wa.us)





# What is Middle Housing?

**Middle housing** is a term for homes at a scale in between *detached single-family houses* and *large multi-family apartment complexes*



In general, middle housing structures are...

- House-scaled, multi-unit buildings
- Compatible in scale and form with detached homes
- Located in (and designed to fit into) existing residential neighborhoods

## Middle housing types include:

- Duplexes
- Triplexes
- Fourplexes
- Fiveplexes
- Sixplexes
- Townhouses
- Stacked flats
- Courtyard apartments
- Cottage housing



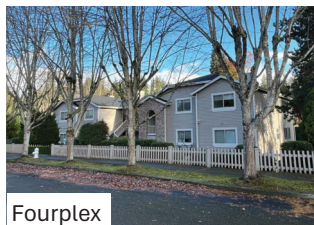
Duplex (side-by-side)



Duplex (stacked)



Triplex (side-by-side)



Fourplex



Sixplex



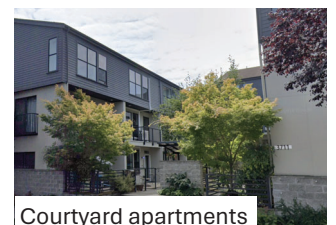
Townhouses



Townhouses



Cottage housing



Courtyard apartments

# Why is Middle Housing Important?

- Tumwater has a **state mandate** to accommodate middle housing
  - E2SHB 1110 (2023) – Increase middle housing in areas traditionally dedicated to single-family detached housing
  - EHB 1337 – Expand housing options by easing barriers to the construction and use of accessory dwelling units
- Middle housing helps **address housing priorities** as identified in Tumwater’s community housing survey:
  - Reduce sprawl
  - Keep small town feel
  - Have more affordable options for owning/renting
  - Create more middle housing
  - Create affordable senior housing



*Courtyard apartments in Olympia, WA*



*Duplex (side-by-side) in Everett, WA*

- Incorporating middle housing into existing neighborhoods is an important strategy to **increase housing options**
  - It’s one of many efforts to address housing **affordability** and **attainability** in Tumwater and across the state

- **Reinvestment into existing neighborhoods** can improve the infrastructure for everyone
  - Sidewalks, transportation improvements, neighborhood-based services
  - Helps to create community and sense of place



*Townhouses in Bothell, WA*



# Why is Middle Housing Important?

- Because housing needs change over the course of our lives – middle housing **can benefit everyone in our community**
- Middle housing serves housing needs not met by single-family homes or large-scale multifamily development – **making housing more attainable** for:

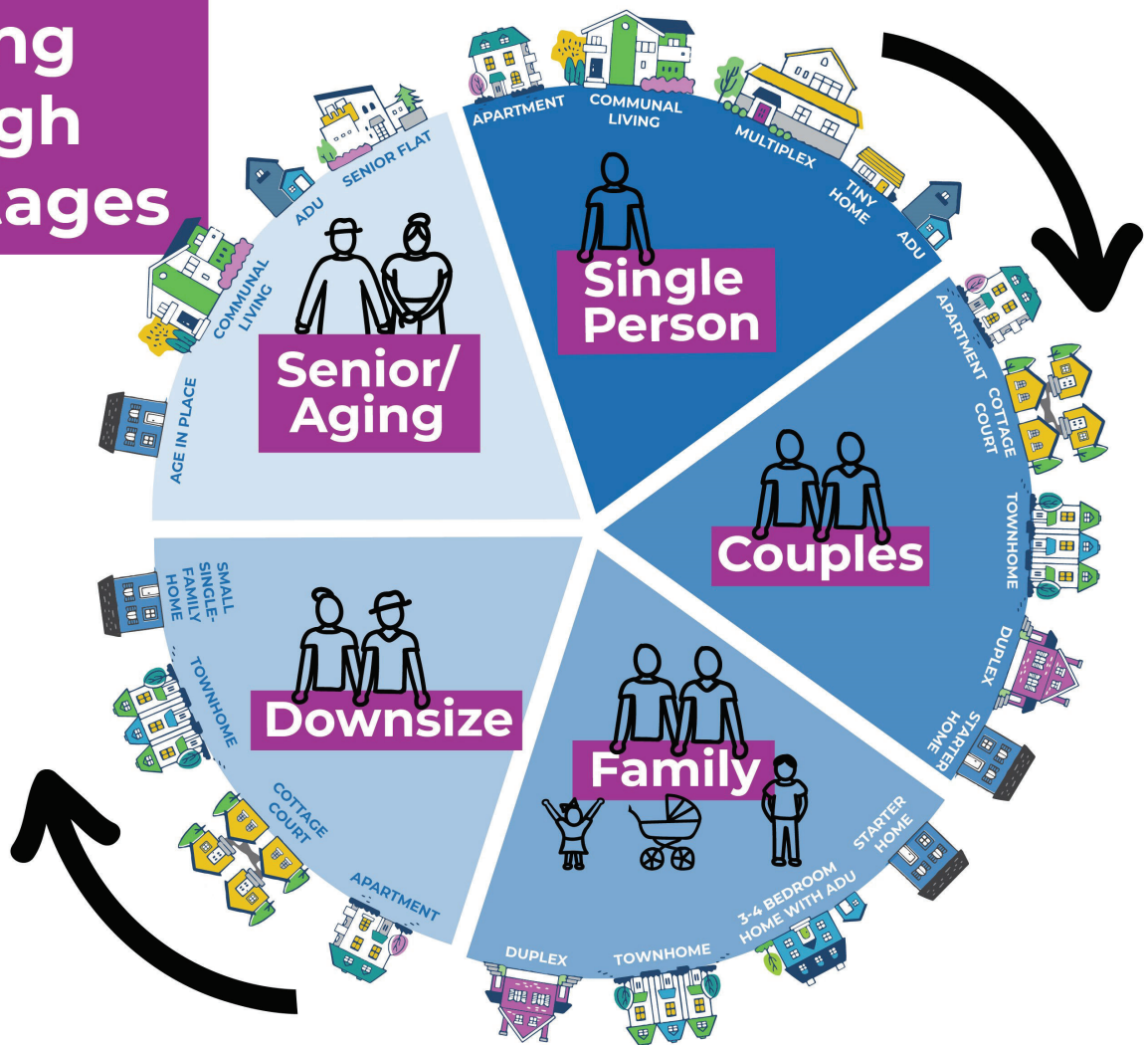
- **A diversity of lifestyles**

- Different needs
- Diversity of professions
- Different phases of life

- **A variety of household types**

- Young families
- Single households
- First-time homebuyers
- Older adults
- Multigenerational households

## Housing Through Life Stages

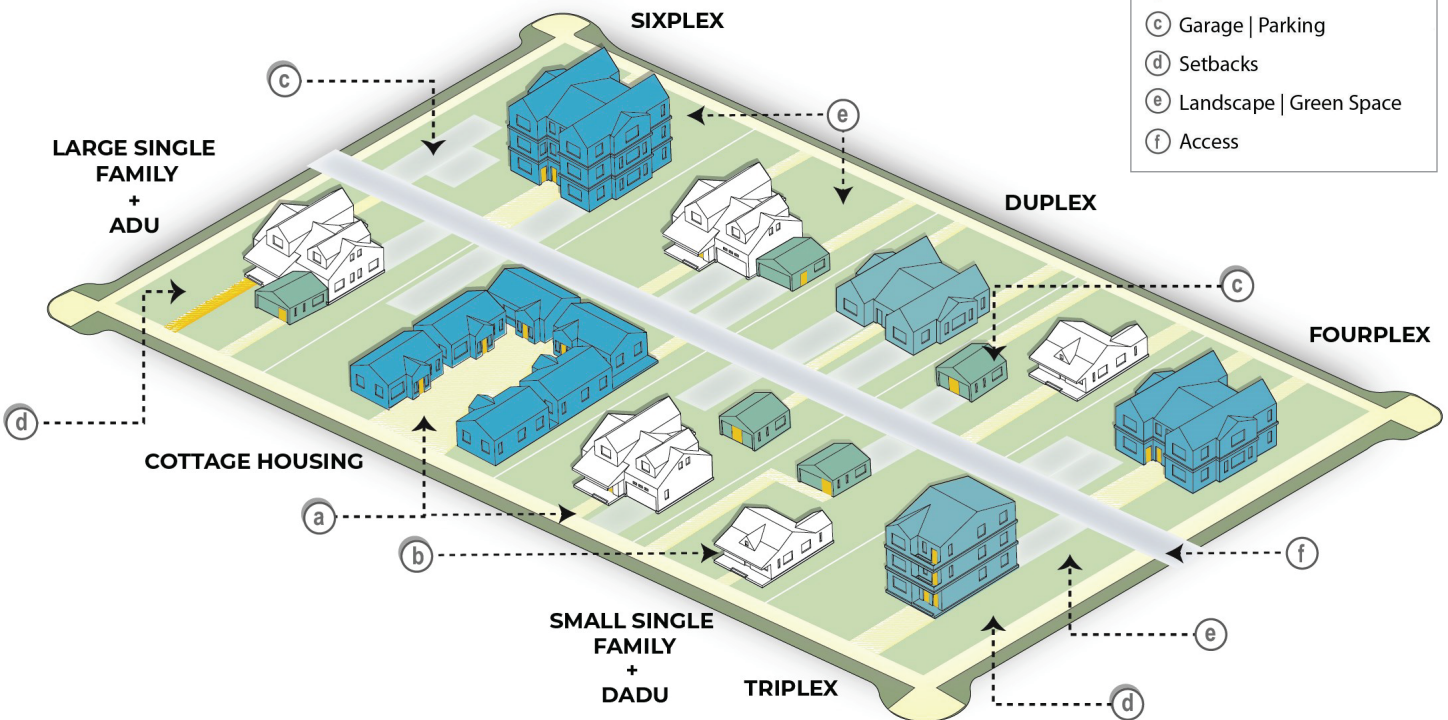




# What Does Middle Housing Look Like for Tumwater?

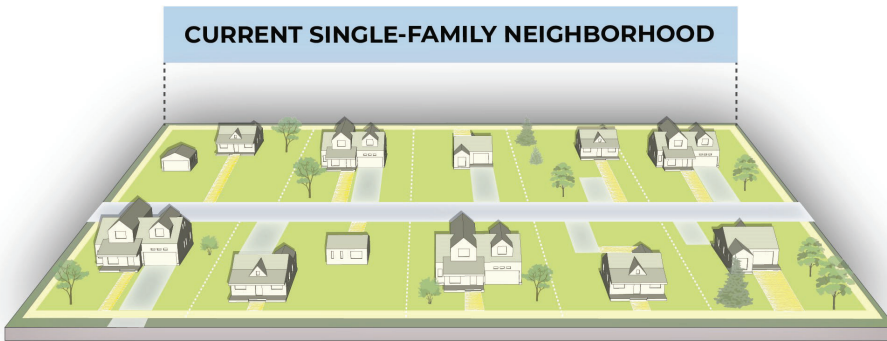
- Many **middle housing types already exist** in Tumwater’s residential neighborhoods
  - Neighborhoods have always evolved to meet the needs of the community
- Incorporating middle housing allows for **“gentle infill”**
  - Change occurs incrementally – not overnight
  - Middle housing types are “house-scaled” and designed to be compatible with neighborhoods of detached homes
  - Small-scale infill enables existing neighborhoods to grow and evolve to accommodate more diverse housing types

TYPICAL NEIGHBORHOOD EXAMPLE BLOCK IN TUMWATER : 400’ x 260’



# What Does Middle Housing Look Like for Tumwater?

- Allowing middle housing doesn't necessarily change the scale of buildings that are allowed to be built
  - Even though they accommodate additional units, many middle housing types are similar in size to detached single-family houses
  - Where middle housing is allowed, it still has to meet city development standards for that neighborhood (height, setbacks, design, etc.)
  - Existing homes in Tumwater's residential neighborhoods are likely smaller than the maximum size allowed under existing zoning code



## Middle Housing Over Time

This graphic shows what a current single-family neighborhood in Tumwater can look like over time with thoughtful implementation of the City's middle housing development code and design guidelines.

