



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, March 18, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Women's History Month, March 2025
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, February 18, 2025
 - [b.](#) Approval of Minutes: City Council, March 4, 2025
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) Resolution No. R2025-006, Surplus Property (Finance Department)
 - [e.](#) First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update (Public Works Committee)
 - [f.](#) Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling (General Government Committee)
 - [g.](#) Lease Agreement with Kaufman Holdings, Inc. for 821 Airport Court (Council work Session)
 - [h.](#) Advisory Board Appointment of Sandra Nelson and Nelida Daniel to the Planning Commission (Executive Department)
- 7. Public Hearings:**
 - [a.](#) R2025-005, In Support of the Tumwater Transportation Benefit District Proposition 1 (Transportation and Engineering Department)
- 8. Council Considerations:**
 - [a.](#) Employment Agreement Template (Budget & Finance Committee)
- 9. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 882 7073 7076 and Passcode 264513.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 882 7073 7076 and Passcode 264513.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_FJSLh9P_Qr2SDqerOnCS8w

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

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

Post Meeting

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

Accommodations

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

Proclamation

WHEREAS, the City of Tumwater strives to promote a strong and inclusive community that recognizes and celebrates efforts to bring people together for a greater good and highlight the many threads in our fabric that make it strong and whole; and

WHEREAS, International Women’s Day is celebrated globally on March 8th by those who believe in gender equality and who seek to improve the lives of all women, through cultural, legal, economic, and social change; and

WHEREAS, in 1987, and each year since, Congress has passed a resolution recognizing March as National Women’s History Month. Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation, and have served our country courageously in the military; and

WHEREAS, women are critical to the economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working inside and outside of the home. Women have served as leaders in the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, which create a more fair and just society for all; and

WHEREAS, the National Women's History Alliance designates a yearly theme for Women's History Month. The 2025 theme is "Moving Forward Together! Women Educating & Inspiring Generations" which focuses on celebrating the collective strength and influence of women who have dedicated their lives to education, mentorship, and leadership inspiring generations both past and present.

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

March 2025

National Women’s History Month

and I urge people to take actions against gender bias and inequity and join me in recognizing women’s contributions to culture, history and society.

Signed in the City of Tumwater, Washington, and recognized on this 18th day of March in the year, two thousand twenty-five.



Debbie Sullivan
Debbie Sullivan
Mayor

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

CONVENE: 7:00 p.m.

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

Excused: Councilmember Peter Agabi.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Acting Police Chief Jay Mason, Fire Chief Hurley Brian Hurley, IT Department Director Lance Inman, Community Development Department Director Michael Matlock, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Director Chuck Denney, and Deputy City Clerk Tracie Core.

EXECUTIVE SESSION: Mayor Sullivan recessed the meeting at 7:01 p.m. for approximately ten minutes to discuss pending litigation pursuant to RCW 42.30.110(1)(i). Further action following the executive session is expected.

RECONVENE: Mayor Sullivan reconvened the meeting at 7:12 p.m.

PUBLIC COMMENT: Susie Williams, owner of Elevate Pacific Northwest Real Estate, Lakewood, Washington, said she is representing Cindy Martin, owner of a property located off Capitol Boulevard in Tumwater. A tenant on the property applied to the City to update the address of his business and was denied a business license. The business is a retail business and is allowed within the property’s zone district. She requested an explanation as to why the request was denied.

Mayor Sullivan advised that she would follow up with Ms. Williams.

Cindy Martin said she operated a business from the same property. She has had several other tenants in the building ranging from a motorcycle repair shop, dog groomer, locksmith, and an auto detail business. She would like to see more locally owned businesses in the community. The current tenant has expressed interest in purchasing the building but she is not ready to sell the property at this time.

Brea Funk supported the comments by the previous speakers. She is an attorney and is assisting with the issue. She offered to assist in facilitating the process and will follow up with Ms. Williams on the process to schedule a meeting.

CONSENT CALENDAR:

- a. Approval of Minutes: City Council, February 4, 2025
- b. Payment of Vouchers
- c. Service Provider Agreement with ICF Jones & Stokes, LLC for Bush

**TUMWATER CITY COUNCIL MEETING
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- Prairie Habitat Conservation Plan Phase 4
- d. First Amendment to Service Provider Agreement with the Housing Authority of Thurston County for Tumwater Inn – Affordable Senior Housing
- e. Interlocal Agreement with Thurston County for Basic Life Support Funding
- f. Settlement Agreement

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

Mayor Sullivan reviewed the items approved on the Consent Calendar.

**COUNCIL
CONSIDERATIONS:**

**RESOLUTION NO.
R2025-003
APPOINTING A
COMMITTEE IN
SUPPORT OF
PROPOSITION NO.
1:**

Director Hicks reported that because the City received no letters of interest for participation on the committee opposing Proposition No. 1, the request is confined to Resolution No. R2025-003 Appointing a Committee in Support of Proposition No. 1 for extending the Tumwater Transportation Benefit District (TBD). The City received communications from former Mayor Pete Kmet and Nancy Stevenson to serve on the committee in support of Proposition No. 1. The City is required to submit the resolution to Thurston County by Friday, February 18, 2025 to meet the April election deadline.

Councilmember Jefferson requested additional information on the necessary steps moving forward. City Attorney Kirkpatrick described the steps the City must complete to ensure Proposition No. 1 is placed on the April ballot. As the City did not establish a committee in opposition because of the lack of volunteers, Thurston County has the authority to solicit volunteers to serve on an opposition committee. Additionally, if a member of the community submitted their name after the City’s deadline for membership on the committee supporting the measure, the individual would have the opportunity to work closely with the committee to support the measure.

Councilmember Althauser inquired about potential action for the City to either oppose or support the proposition. Director Hicks advised that the Council is scheduled to consider a resolution either supporting or opposing the proposition on March 18, 2025.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Jefferson, to adopt Resolution No. R2025-003, appointing a committee to prepare arguments in support of Proposition 1, seeking renewal of two-tenths of one percent (0.2%) sales and use tax to be collected for ten years to fund TBD transportation improvements, to be included in the Thurston County Local Voters’ Pamphlet.**

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Councilmember Althaus spoke in support of the two individuals offering to serve on the committee supporting the proposition.

MOTION:

A voice vote approved the motion unanimously.

**ORDINANCE NO.
O2025-007,
AMENDING THE
2025 SALARY
SCHEDULE:**

City Administrator Parks reported that in early 2024, City department directors engaged in workforce planning to identify needed City resources for personnel to provide mandated services by state statute and many services desired by the community. At that time, the City’s IT staff positions were included within the Finance Department. As part of the workforce planning process, two organizational charts were developed as alternatives. The first chart reflects IT positions remaining in the Finance Department and a second chart reflects IT positions as a new stand-alone IT Department. During the budgeting process, the IT positions retained position descriptions, and salary grades as assigned to the Finance Department because no decision had been rendered to establish the IT Department at that time.

A separate ordinance approved by the Council established the IT Department on November 19, 2024. Since then, the IT Department under the leadership of Director Inman has been working on recruitment and hiring for two new positions within the department in support of the implementation of the ERP System and the police body-worn camera project. To facilitate and improve the process, Director Inman requested some minor changes to the position titles and an adjustment of some salary bands. The request does not require a budget amendment.

As the Council is responsible for establishing positions and salary ranges during the budget process, the request is limited to only amending the salary schedule.

Director Inman summarized the department’s constraints identified during the workforce planning process. They included the future of the City in terms of needs for projects and service management and consideration of allocating staff resources from day-to-day activities for short- and long-term projects, as well as considering business continuity during leave and vacancy of positions to provide services on a 24/7 basis.

As part of the position descriptions, the goal was to ensure the position titles reflected the work assignments within the organization that match with industry standards, as well as ensuring sufficient support for critical projects (ERP and body-worn cameras, etc.).

Director Inman displayed graphics of the department under the Finance Department and as a standalone department. The standalone department does not include a position for the ERP Implementation Manager because the positions existed in the Finance Department. However, the position will

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MINUTES OF HYBRID MEETING
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transfer to the new department as the IT Project Manager. Other staff will be responsible for day-to-day operations and customer service while other staff will have more time to manage critical projects. Additionally, the process defined teams within the IT Department to help ensure 24/7 coverage and that the appropriate skill sets are available to address all City needs.

Councilmember Jefferson asked about the number of personnel within the department at this time. Director Inman advised of six positions with one vacant position due to a recent retirement. The two new positions are a Systems Administrator II (Body Worn Camera Program) and Business Applications Analyst II (ERP System).

MOTION: Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to adopt Approve Ordinance No. O2025-007 amending the 2025 Salary Schedule in support of the creation of the Information Technology Department. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

PUBLIC HEALTH & SAFETY: The meeting on Tuesday, February 11, 2025 included briefings and consideration of an interlocal agreement with Thurston County for Basic Life Support Funding and the Police Body Camera and In-car Camera Implementation Plan.
Peter Agabi

GENERAL GOVERNMENT: The special meeting earlier in the day included a discussion on the Bush Prairie Habitat Conservation Plan and a service provider agreement for Phase 4, an amendment to the service provider agreement for the Housing Authority for Thurston County for a senior housing project, suspension of the annual Comprehensive Plan amendment process, and an update on the greenhouse gas emissions reduction and goals and strategies within the Climate Element of the Comprehensive Plan.
Michael Althausser

PUBLIC WORKS: Members received a briefing on the Water System Cost of Service Report and an update on the City’s Utility Assistance Programs during its February 6, 2025 meeting. The next meeting is scheduled on Thursday, February 20, 2025.
Eileen Swarthout

BUDGET AND FINANCE: The committee’s next meeting is on February 28, 2025. The agenda includes a review of the monthly budget report.
Debbie Sullivan

MAYOR/CITY ADMINISTRATOR'S REPORT: City Administrator Parks reported on the status of the road project at the Tyee Drive and Kingswood intersection near Home Depot as part of a development project.

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The Tumwater Youth Showcase performing “Jazz Night” was held at the Washington Center for the Performing Arts on Wednesday, February 12, 2025. A second show is scheduled on Tuesday, February 25, 2025 from 6:30 p.m. to 8 p.m. for Orchestra Night. Approximately 150 students are expected to perform. The program is a collaboration of the Tumwater School District and City of Tumwater’s Arts Program. Twin Star Credit Union supported the programs.

The next meeting is a joint work session with the Planning Commission in the format of a City tour focusing on transportation issues. The Council will receive a presentation from the consultant assisting the City in updating the Transportation Plan within the Comprehensive Plan.

Mayor Sullivan participated in a panel presentation for the Association of Washington Cities (AWC) on mobile home park solutions and issues many parks are experiencing.

On February 7, 2025, Mayor Sullivan attended the Joint Base Lewis-McChord Quarters 1 Open House (Commanding General’s home).

On February 12, 2025, Mayor Sullivan participated in the Chamber Forum featuring a presentation on youth workforce and challenges businesses and government are facing because of the generational differences in terms of job duties. She also announced the opening of the Tumwater Youth Showcase later in the evening at the Washington Center for the Performing Arts.

On February 15, 2025, Mayor Sullivan visited the Black History Museum under creation in Lacey at the New Life Baptist Church. The last opportunity to view the museum is Saturday, February 22, 2025 from 1 p.m. to 4 p.m.

Future meetings include attendance include the February 19-20, 2025 AWC City Actions Days and the Thurston Economic Development Council (EDC) Board meeting on February 26, 2025.

**COUNCILMEMBER
REPORTS:**

Joan Cathey:

Councilmember Cathey attended the last meeting of the Solid Waste Advisory Committee meeting, participated in the election of officers, and received a presentation from a legislator on the status of legislative actions surrounding the disposal of waste. The Olympic Region Clean Air Agency meeting included discussion on the quality of air. The organization represents five counties. Thurston County was recognized for the removal of a substantial number of wood stoves through conversion of homes and businesses.

**TUMWATER CITY COUNCIL MEETING
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Eileen Swarthout:

At the last meeting of the Thurston Climate Mitigation Collaborative Executive Committee, members approved the Home Energy Score Model Ordinance. The ordinance will be considered by each local jurisdiction to pass a similar ordinance. The Home Energy Score applies to sales of homes requiring a rating that ranks the energy efficiency of the home.

At the last Thurston Regional Planning Council meeting, Councilmember Swarthout was elected as Secretary of the Council. Members received a presentation from a member of the Washington State Transportation Commission on Washington State's efforts to enact a Road Usage Charge (RUC). Members discussed its upcoming retreat and formed a retreat subcommittee.

Michael Althausen:

Councilmember Althausen advised of providing an update at the next meeting on the outcome of the upcoming Regional Housing Council meeting.

Leatta Dahlhoff:

Councilmember Dahlhoff reported the first Thurston County Opioid Abatement Council meeting will be held on Wednesday, March 5, 2025. She and City Administrator Parks plan to attend representing the City of Tumwater.

At the meeting of the Thurston County TCOMM 911 Administration Board, members completed an evaluation of the Executive Director and discussed moving forward in 2025 on stories data reveal such as the type of 911 calls, how the calls are coded, and how information can be shared to contribute to better policies.

The Thurston County Opioid Task Force met and discussed goals and strategies.

Councilmember Dahlhoff attended the Family Education Support Services (FESS) Seeds of Hope event. FESS is discussing a pilot program for a senior rental assistance program. FESS currently provides rental assistance for other demographics.

At the LOTT Clean Water Alliance Board meeting, Thurston County Commissioner Menser was elected as the President and Councilmember Dahlhoff was elected as the Vice President of the Board.

Angela Jefferson:

At the last meeting of Tumwater HOPES, members discussed organizing a QPR Institute suicide prevention program. QPR stands for Question, Persuade, and Refer, a suicide prevention program designed to teach individuals how to recognize the warning signs of a person in crisis and how to respond effectively. The program is designed to reduce the stigma around mental health issues and empower people to take action when they suspect someone may be struggling. The training is scheduled on April 10, 2025.

**TUMWATER CITY COUNCIL MEETING
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The Council is invited to attend. Training sessions can be scheduled with a minimum attendance of five individuals required. Training is provided by ESD 113 professionals. Members discussed the coalition assessment tool. Some strengths of the organization are regular meetings with effective communications. In April, members plans to discuss marketing strategy to ensure maximum participation.

The Board of Directors for Olympia and Beyond discussed the status of the search for the Executive Director position. The goal is to hire by July 1, 2025. The Community Sports Awards event is scheduled on June 4, 2025 at South Puget Sound Community College. On September 4, 2025, the annual meeting will be held at Indian Summer Golf Course. On May 4, 2025, a shellfish lover's party is scheduled at the Port Plaza in downtown Olympia hosted by numerous local restaurants and sponsored by Taylor's Shellfish Farm.

Kelly Von Holtz: Meetings attended include the Public Health & Safety Committee, Intercity Transit Authority, Seeds of Hope event sponsored by FESS, and the Boys and Girls Club Youth of the Year event.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:56 p.m.**

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MARCH 4, 2025 Page 1**

CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausser, Joan Cathey, Leatta Dahlhoff, and Eileen Swarthout.

Excused: Councilmembers Angela Jefferson and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Finance Department Director Troy Niemeyer, Acting Police Chief Jay Mason, Community Development Department Director Michael Matlock, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Transportation and Engineering Department Director Brandon Hicks, Administrative Services Department Director Michelle Sutherland, Community Development Department Deputy Director Brad Medrud, Communications Manager Jason Wettstein, Police Lieutenant Carolos Quiles, and City Clerk Melody Valiant.

PUBLIC COMMENT: **Josh Fowler, 218 WD Street, Tumwater,** asked several questions of the Council. He questioned the selection of Councilmember Dahlhoff to serve as Mayor Pro Tem and the appropriateness of the City to have preference for one candidate over another for Mayor.

Mayor Sullivan advised that the City Council selects the Mayor Pro Tem, which occurred in January 2024.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council Work Session, February 11, 2025
 - b. Approval of Minutes: Special City Council Joint Planning Commission Tour, February 25, 2025
 - c. Payment of Vouchers
 - d. Ordinance O2025-005 Amending Tumwater Municipal Code (TMC) 12.28, Public Events
 - e. Service Provider Agreement with Fuller Designs for the Beehive Industrial Area Stormwater Retrofit Design Project
 - f. Traffic Signal Controller & Detection Upgrade, Equipment Purchase
 - g. Advisory Board Appointment of Wendy Moudy to the Civil Service Commission

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

Mayor Sullivan reviewed the items approved on the Consent Calendar.

**COUNCIL
CONSIDERATIONS:**

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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**ORDINANCE NO.
O2025-004,
SUSPENDING
ANNUAL
COMPREHENSIVE
PLAN
AMENDMENTS:**

Deputy Director Medrud requested consideration of Ordinance No. O2024-004, an amendment to Chapter 18.60 of the Tumwater Municipal Code as recommended by the General Government Committee at its February meeting. In 2022, the City Council suspended the annual amendment process to accommodate the state mandated update of the Comprehensive Plan. In 2022, the deadline for completing the Comprehensive Plan update process was June 30, 2025. Since then, the Legislature extended the deadline to December 31, 2025. Subsequently, staff recommends similarly suspending the annual amendment process to coincide with the state mandated update process. Additionally, any public requests for an amendment would be incorporated within the overall update of the Comprehensive Plan. The regular amendment cycle will restart in 2026. The process typically begins with a solicitation of amendments during the year with the Council determining which amendments and any additional amendments to move forward for consideration.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Dahlhoff, to Adopt Ordinance No. O2024-004 amending Chapter 18.60 of the Tumwater Municipal Code, as recommended by the General Government Committee. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

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

The next meeting is scheduled on Tuesday, March 11, 2025. The agenda includes an update by the Thurston County Prosecutor.

**GENERAL
GOVERNMENT:
*Michael Althausser***

The next meeting is a special meeting on March 18, 2025 and includes a review of the Climate and Housing Elements of the Comprehensive Plan and briefings on the Food System Plan, several road annexation petitions, and conditions for acceptance of the Yorkshire Apartments.

**PUBLIC WORKS:
*Eileen Swarthout***

The last meeting included briefings on the Water System Cost of Service Report and an update on the City’s Utility Assistance Programs. The next meeting scheduled on Thursday, March 6, 2025 at 8 a.m. includes consideration of the First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update.

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

The committee’s meeting on February 28, 2025 included a year-to-date budget update and a review of employment agreements. The City Council will receive quarterly updates on the budget moving forward. A review of employment agreements is scheduled for review and discussion during the Council’s next work session.

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

City Administrator Parks introduced Kelly Adams as the new Assistant City Administrator. Assistant City Administrator Adams previously worked for the City of Lacey on special projects in the City Manager's Office.

Assistant City Administrator Adams commented on the warm welcome she received from City staff. She worked for the City of Lacey for over seven years working on a variety of special projects including improving transparency and access to public information, building systems such as a 3-1-1 system for Lacey, and assisting on other projects. She appreciates the opportunity with the City of Tumwater.

City Administrator Parks updated the Council on the status of the Utility Lifeline Program, a utility payment assistance program. During the budgeting process, staff committed to increasing outreach to the community. At the end of last year, approximately 190 utility customers participated in the program to reduce utility bills by 50% for those who meet income qualifications. An outreach program was implemented to identify customers through Thurston County who qualify for reduced property tax due to income and/or age. Letters were mailed to those customers advising them of their potential qualification to participate in the City's Utility Lifeline Program. To date, the City received 46 applications with 44 applications recently approved.

Energize Thurston has been launched. The program enables low-income residents to take advantage of grant funds to assist in converting to more energy efficient appliances and heat pumps in their homes. Prior to qualifying for the program, applicants are required to attend an informational workshop, scheduled for March 20, 2025 at Tumwater High School from 6:30 p.m. to 7:30 p.m. The Energize Thurston website includes dates for future workshops. Several of the workshops will be offered online as well as in-person.

The City's management team is working on preparing annual department reports. The Council will receive presentations during work sessions on the highlights of 2024 by each department director to include accomplishments and priorities in 2025/2026.

With the recent approval of the Service Provider Agreement with the firm, DHM Research, an independent research firm, efforts will begin to administer a statistically valid survey followed immediately by a broad community engagement survey to the Tumwater community.

The Council will soon receive an update on the workplan and schedule for updating the strategic planning process for next year with the goal to update the Strategic Plan with specific workplan items for 2026 when the Council is scheduled to initiate the biennial budget process for the 2027-2028 biennium.

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Mayor Sullivan attended the February 19-20, 2025 Association of Washington Cities (AWC) Legislative Action Days.

On February 21, 2025 Mayor Sullivan attended in conjunction with Mayor Pro Tem Dahlhoff and City Administrator Parks, the three cities and county meeting.

Mayor Sullivan attended the Thurston Economic Development Council (EDC) Board of Directors. The Board added and welcomed two new members, David Iyall representing the Nisqually Indian Tribe, and Jasmine Vasavada representing the Port of Olympia. Members reviewed the EDC's budget and received a briefing from the Vice President of Government Affairs with the Association of Washington Businesses. The briefing covered recent legislation benefitting both jurisdictions and businesses.

Mayor Sullivan participated in the recent retirement celebrations for Police Chief Jon Weiks and Fire Training Lieutenant Jon Kalar.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

Future meetings include the Tumwater Public Health and Safety Committee on March 11, 2025, and the Transportation Policy Board Meeting on March 12, 2025.

Leatta Dahlhoff:

Future meetings include TCOMM 9-1-1 Administration Board on Wednesday, March 5, 2025, Tumwater Public Health and Safety Committee, Tumwater General Government Committee meeting, Thurston County Opioid Response Task Force Prevention Subgroup, and the Thurston County Opioid Abatement Council meeting.

Joan Cathey::

There were no meetings and no report.

Eileen Swarthout:

Future meetings include the Tumwater Public Works Committee on Thursday, March 6, 2025, and the Thurston Regional Planning Council on March 7, 2025.

Michael Althaus:

Councilmember Althaus attended the Regional Housing Council meeting. Thurston County Commissioner Clouse was elected to serve as Chair and Councilmember Althaus was elected to serve as Vice Chair. Members reviewed two funding requests from the Homeless Services Advisory Board for an emergency funding request of \$16,000 for harm reduction services for homeless individuals and request from the LOTT Affordable Housing Support Program offering connection fee credits to assist in facilitating the development of affordable housing projects. The request was for funding from the regional pool of funds of \$175,000 for connection fee credits. The Council approved the credits for the Franz Anderson project providing

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affordable housing units. Members discussed details of a planned retreat scheduled on May 30, 2025.

ADJOURNMENT: With there being no further business, Mayor Sullivan adjourned the meeting at 7:28 p.m.

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: March 18, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- February 28, 2025, payment of Eden vouchers 174471 to 174478 in the amount of \$1,300.74; payment of Enterprise vouchers 185962 to 186031 in the amount of \$517,832.86 and electronic payments 905303 to 905343 in the amount of \$790,057.77 and wire payments in the amount of \$325,789.51
- March 7, 2025, payment of Eden vouchers 174479 to 174480 in the amount of \$225.55; payment of Enterprise vouchers 186032 to 186092 in the amount of \$501,770.50 and electronic payments 905344 to 905374 in the amount of \$162,433.16

2) Background:

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

| Vendor | | |
|------------------------------|------------|--|
| WA ST DEPT OF REVENUE | 58,750.57 | January 2025 excise and use tax |
| CITY OF OLYMPIA | 45,200.00 | MNTC 1 st half of contract 1/1/25 – 6/30/25 |
| HOUSING AUTHORITY OF TC | 64,150.00 | Remediation for Tumwater Inn |
| RH2 ENGINEERING, INC | 26,606.76 | SE Reservoir services through 10/27/2024 |
| TUMWATER DOWNTOWN ASSOC | 21,408.00 | 2024 LTAC Full Payout |
| LOTT WASTEWATER ALLIANCE | 653,463.92 | January 2025 LOTT Fees |
| AWC EMPLOYEE BENEFIT TRUST | 161,537.08 | FEB collections for MARCH premiums |
| ASSOCIATION OF WA CITIES | 44,530.79 | 2025 AWC worker's comp retro prog & drug \$ alcohol |
| CORE & MAIN LP | 45,744.90 | Annual Neptune maintenance contracts |
| RH2 ENGINEERING, INC | 22,679.29 | SE Reservoir work through 1/26/2025 |
| TCF ARCHITECTURE, PLLC | 37,561.82 | Maintenance & Operations facility Design phase |
| TMG SERVICES, INC | 20,398.72 | Pump and parts |
| LEOFF HEALTH & WELFARE TRUST | 57,646.73 | FEB collections for MARCH premiums |

Vendor

| | | |
|--------------------|-----------|--|
| SHEA CARR & JEWELL | 32,603.09 | 2 nd Ave PED & Bike 1.1 – 1.31.2025 |
|--------------------|-----------|--|

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

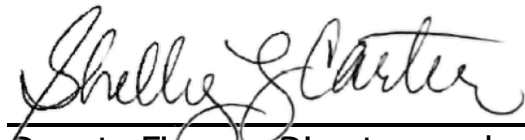
Voucher/Check Nos 185962 through 186031 in the amount of \$517,832.86

Electronic payment Nos 905303 through 905343 in the amount of \$790,057.77

Wire payments in the amount of \$325,789.51

Eden

Voucher/Check Nos 174471 through 174478 in the amount of \$1,300.74



Deputy Finance Director, on behalf of the Finance Director

Checks dated 02/28/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 186032 through 186092 in the amount of \$501,770.50

Electronic payment Nos 905344 through 905374 in the amount of \$162,433.16

Eden

Voucher/Check Nos 174479 through 174480 in the amount of \$225.55



Deputy Finance Director, on behalf of the Finance Director

Checks dated 03/07/2025

TO: City Council
FROM: Joann Fletcher, Accountant
DATE: March 18, 2025
SUBJECT: Resolution No. R2025-006, Surplus Property

1) Recommended Action:

Adopt Resolution R2025-006 Declaring Property as Surplus.

2) Background:

The surplus items include 1 TED Operations vehicle, 1 Motor Pool vehicle, and 4 TED GIS equipment.

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

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- Adopt the Resolution.
 - Don't adopt the Resolution
-

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

6) Attachments:

A. Resolution R2025-006 Declaring Property as Surplus with attached Exhibit A List of the items to be surplus.

RESOLUTION NO. R2025-006

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

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

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

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

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

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

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

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

RESOLVED this 18th day of March 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTESTS:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

MEMO

Date: March 18, 2025
 To: Troy Niemeyer, Finance Director
 From: Joann Fletcher, Accountant
 Subject: Surplus of Equipment – Asset Management Fund



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

| Asset # | ER&R# | Description | VIN# / Serial # | Current Location / Condition |
|---------|---------|---|-------------------|------------------------------|
| 0004971 | 6070330 | 2017 NEPTUNE MRX920 DATA COLLECTOR UNIT | MRX300421 | Water Office |
| 0004625 | 6069991 | 2011 MOBILE DATA COLLECTOR | 0000111 | Water Office |
| 0004632 | 6069962 | 2011 FORD 550 CAB/CHASSIS TRUCK | 1FDUF5HY3BEC47876 | ERR Yard |
| 0004338 | 69644 | 2006 TOYOTA PRIUS HYBIRD | JTDKB20U163146156 | ERR Yard |
| 0004393 | 69697 | TRIMBLE S-6 TOTAL STATION | 92810329 | TED STORAGE |
| 0004392 | 69696 | TRIMBLE R8 ROVER W/TSC2 | 4212112068 | TED STORAGE |

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: March 18, 2025
 SUBJECT: First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update

1) Recommended Action:

Approve the First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update as recommended by the Public Works Committee at their March 6, 2025, meeting to be placed on the consent calendar.

2) Background:

On a ten-year cycle, the City is required to 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.

The original April 25, 2024, Service Provider Agreement allowed the City to start work on the update of the City’s Transportation Plan as required by State law. The original total cost of the Service Provider Agreement is \$304,925.

The amendment will extend the term of the Service Provider Agreement, amend the scope of services to allow work the state required bike and pedestrian plan, and increase the project budget by \$50,000 to do so.

3) Policy Support:

Comprehensive Plan 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.

Comprehensive Plan Policy LU-1.1: Ensure the Land Use Element is consistent with adopted County-Wide Planning Policies and integrate transportation considerations into land use decisions, and vice versa.

4) Alternatives:

None.

5) Fiscal Notes:

\$100,000 from the State Department of Commerce Periodic Update grant and \$100,000 from the State Department of Commerce Climate grant will support this work as part of the 2025 Comprehensive Plan periodic update. The remainder of the funding (\$154,925) for the project will come from general funds. The additional \$50,000 will be from general funds.

6) Attachments:

- A. First Amendment to the Service Provider Agreement with Fehr & Peers for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TRANSPORTATION MASTER PLAN AND TRANSPORTATION IMPACT
FEE PROGRAM UPDATES**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and, Fehr & Peers, a California corporation registered to do business in the State of Washington, hereinafter referred to as the ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 25, 2024, whereby the SERVICE PROVIDER agreed to provide Transportation Master Plan and Transportation Impact Fee program updates ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by amending the scope of services, extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended as more particularly described and detailed in Exhibit "A-1" Scope of Services, attached hereto and incorporated herein to amend the scope of services.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until June 30, 2026.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to increase the

compensation paid to the SERVICE PROVIDER by an additional amount of FIFTY THOUSAND DOLLARS (\$50,000) as reflected in Exhibit B-1. The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed THREE HUNDRED FIFTY-FOUR THOUSAND NINE HUNDRED AND TWENTY-FIVE DOLLARS (\$354,925).

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
FEHR & PEERS
950 Pacific Ave, Suite 1220
Tacoma, WA 98402
UBI No.
Phone No. (253-343-0165

Debbie Sullivan
Mayor

Signature (Notarized – see below)
Printed Name: Daniel Grayuski
Title: Principal

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____ (name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Notary Public in and for the State of Washington.

My appointment expires: _____

Exhibit “A-1” Scope of Services

April 25, 2024, Service Provider Agreement Scope of Services, as amended below.

Scope of Work

During the term of this agreement, Fehr & Peers (CONSULTANT) and team will perform professional services in connection with the update of the Transportation Master Plan (TMP) and Transportation Impact Fee (TIF) program as described in the following scope of work. This agreement will commence with the issuance of a Notice to Proceed by the City of Tumwater (CITY).

Project Overview

The updated Tumwater TMP will provide a framework to guide transportation investments over the next 20 years in accordance with the community’s transportation priorities. It will be developed through close collaboration between CITY staff, stakeholders and the public at-large, and the Planning Commission and City Council to help improve mobility and quality of life. The purpose of this scope is to outline the CONSULTANT team’s tasks and deliverables in the TMP process.

In addition to the TMP update, the CONSULTANT will work with CITY staff to update the TIF, incorporating project lists updated and reviewed as part of the TMP and ensuring that recent legislative changes are incorporated in the program design.

No Environmental Impact Statement or environmental checklist is included in this scope of work, although much of the information developed as part of this scope of work may be utilized by CITY staff if environmental documentation is required.

The project team will be led by the CITY project manager and will include the CONSULTANT team project manager, CONSULTANT team members, and other CITY staff.

The CONSULTANT will perform the following tasks:

Task 1 – Project Management

1.1 Kickoff Meeting (April 2024)

The CONSULTANT will attend an in-person project kickoff meeting to review project scope, schedule, budget, and deliverables to ensure expectations are clear. That meeting will discuss the relationship between the TMP and the TIF update, as well as the timing of touches with the community, Planning Commission and City Council throughout the project.

Deliverables:

- Meeting agenda
- Meeting summary with actions

1.2 Biweekly Check-in Calls and Invoicing (April 2024-~~November 2025~~June 2026)

The CONSULTANT will attend up to 30 half-hour biweekly check-in calls with the CITY's project manager. The bi-weekly check in calls are expected to occur between April 2024 and November 2025, and will likely be less frequent at certain phases of the project, such as during the comprehensive plan adoption process in the latter half of 2025. In advance of biweekly check-in calls, the CONSULTANT will prepare an agenda and follow up on the meeting with notes summarizing action items.

The CONSULTANT will also provide monthly invoices and progress reports documenting the status of both scope progress and budget expenditure.

Deliverables:

- Biweekly check-in calls, agendas, and meeting notes
- Monthly invoices and progress reports

Task 2 – Laying the Groundwork

Over the years, the CITY has undertaken many efforts related to transportation planning. These efforts have resulted in the identification of a variety of values, goals, and policies for transportation. The purpose of this task is to identify a single, unified set of transportation priorities that advance the CITY's overall vision for transportation, which will guide overall development of the TMP's vision and goals. It is assumed that these priorities will set the framework for any future updates to the CITY's transportation policies, including level of service and administrative policies.

While the set of priorities do not have to be final, the end goal of this task is to be able to succinctly state four to six priorities for the CITY to remain laser-focused on in developing its TMP.

2.1 Priorities Workshop (May 2024)

The CONSULTANT team will lead a two-hour in-person workshop with CITY staff to identify 4-6 priorities for the TMP. The CONSULTANT will strategize with CITY staff on best framing for the conversation to ensure a productive workshop.

The CONSULTANT will produce a summary of the workshop for the project record, identifying apparent transportation priorities to help guide the balance of the project. The CITY will review the summary and provide one round of comments, which the CONSULTANT will use to update the final workshop summary.

Assumptions:

- CITY staff will select and invite participants
- Meeting will be held in person

Deliverables:

- Workshop materials including the meeting agenda and PowerPoint slides
- Draft and final meeting summary, which summarizes the transportation priorities

Task 3 – Public and Stakeholder Outreach Support

First Amendment to Service Provider Agreement - Page 5 of 16
Transportation Master Plan and Transportation Impact Fee Program Updates

Building champions for the TMP is incredibly important. Community engagement is a key component of the overall process.

This engagement effort will be performed in close coordination with outreach for the Comprehensive Plan Update. The CITY will lead public outreach efforts for the TMP and TIF update, with the CONSULTANT providing supporting materials and attending up to two in person outreach events.

3.1 Public Outreach (May 2024-July 2025)

The CONSULTANT will develop communication material and assist CITY staff via attendance and participation at one in-person outreach event to inform community members and stakeholders and gather their feedback.

Assumptions:

- CONSULTANT will provide digital materials for up to four public outreach activities. These materials could include project flyers, fact sheets, poster sized maps and other collateral, and website text.
- The CONSULTANT has reserved up to 45 hours for the preparation of these materials (shown as 3.1.1 in the fee table).
- CITY will print any materials needed for in-person engagement and will host all online content.
- CONSULTANT will prepare for and participate in one in-person outreach event (up to two hours per event), as identified by CITY staff.

Deliverables:

- Materials for outreach activities
- Attendance at up to one in-person event

3.2 City Council and Planning Commission Meetings (~~August-June 2024-December 2025~~ June 2026)

The CONSULTANT is available to support CITY Staff at up to five meetings to either the City Council or Planning Commission over the course of this project. These meetings may include either the CONSULTANT providing a formal presentation or participating in a discussion. The hours associated with this task include preparation of meeting materials as well as virtual participation in meetings.

Additionally, the CONSULTANT will prepare for and attend one joint Planning Commission-City Council Transportation Tour, no longer than four hours.

Deliverables:

- CONSULTANT attendance at up to five City Council or Planning Commission meetings (virtual)
- Meeting presentation materials
- Attendance at transportation tour

Task 4 – Technical Foundation

This task covers many of the technical tasks needed to complete the TMP, including the compilation and interpretation of data and travel forecasting based on TRPC's travel model.

4.1 Data Collection (April-May 2024)

The CONSULTANT will coordinate with CITY staff on data availability, leveraging CITY technical resources wherever possible. This task includes time for reviewing the CITY's GIS database, collaborating with CITY staff on additional data needs/gaps, and if needed, purchase of count data or "big data" to support technical analysis.

Assumptions:

- Close coordination with CITY staff
- The CITY will provide historic traffic count data
- The CONSULTANT will facilitate up to \$10,000 worth of data collection (the equivalent of up to 40 PM peak period turning movement counts OR 40 volume only tube counts for roadway segments) if needed to fill data gaps

Deliverables:

- All GIS data files will include metadata that includes file summary, description and date and updates provided to CITY staff
- Traffic count information

4.2 Travel Demand Model & LOS Analysis (April-June 2024)

The CONSULTANT will coordinate with Thurston Regional Planning Council (TRPC) staff on their runs of the regional trip-based travel demand model. The model runs by TRPC will be used to create traffic volume forecasts for up to two alternatives. The CONSULTANT will evaluate intersection level-of-service (LOS) grades as part of this task, and future forecasted LOS as part of Task 6.2. CONSULTANT will not run the TRPC model due to land use data privacy considerations but will need access to model output results as part of this process.

Base Year Model

City of Tumwater land use information and transportation network assumptions from the TRPC model will be coordinated by TRPC and CITY staff. All validation and calibration of the existing year model is assumed to be completed by TRPC staff.

The transportation network will be evaluated for a 2024 existing scenario using segment level volumes (likely based on the TRPC existing year model) and intersection LOS (likely based on actual turning movement counts). A Synchro network will be developed to provide average intersection delay and LOS using the Highway Capacity Manual (HCM) methodology for up to 40 intersections and volume/capacity (V/C) ratios for up to 10 roadway segments.

Assumptions:

- TRPC will complete all model runs

- The CITY will provide TRPC with any necessary updates to the land use estimates for the base year
- Up to 40 intersections will be evaluated in Synchro for existing conditions and up to 10 roadway segments will be evaluated based on V/C ratios

Deliverables:

- LOS tables/maps for up to 40 intersections and 30 roadway segments

4.3 Planning Context and Existing Conditions (May-June 2024)

CONSULTANT will work with CITY staff to determine a set of key transportation issues. Once the key transportation issues are identified, CONSULTANT will use these findings to conduct a needs assessment for the following transportation modes and programs:

- Vehicle Congestion
- Active transportation (biking, walking, rolling, etc.)
- Transit Needs
- Freight and Truck Mobility
- Collision data
- Equity
- Potentially others as identified during completion of Tasks 2 and 3

This assessment will include an evaluation of existing conditions for the items identified above. Specifically for safety, CONSULTANT will summarize collision data and develop heat map figures of collisions that occurred over the most recently available five-year span, contributing circumstances, vehicle actions, and/or severity.

The CONSULTANT will develop a brief memorandum documenting the planning context and existing conditions analysis and findings.

Assumptions:

- CITY will provide CONSULTANT with available technical data (such as roadway, bike facility, speed studies, and sidewalk GIS inventory data) within two weeks of data request

Deliverables:

- Draft and final memorandum with figures documenting existing conditions for the above topics

Task 5 – Modal Network Development and MMLOS Policies

This task is focused on developing a multimodal level of service (MMLOS) framework for Tumwater. It will identify priority networks for each mode and identify level of service policies for each network, which will be confirmed in later phases of the project once the travel demand forecasting is complete. This task also includes the CONSULTANT providing suggested edits to the policies included in the TMP of the CITY’s currently adopted Comprehensive Plan.

5.1 Creation of Layered Network (July-August 2024)

After completing the LOS analysis and planning context/existing conditions under Task 4, the CONSULTANT will develop a series of proposed layered networks for the City of Tumwater that include the following modal priority networks:

- Pedestrian
- Bicycle
- Transit, which will include consideration of planned networks by Intercity Transit
- Freight
- Auto

Deliverables:

- Draft and final priority network maps (pdf, geodatabases including shapefiles and layer files, and .mxd files).
- Draft and final memo describing how these priority networks guide infrastructure recommendations and tie to LOS policies

5.2 Level of Service (June 2024)

CONSULTANT will lead one meeting with CITY staff, in which CONSULTANT will work to develop multimodal LOS standards (for autos/trucks, transit, bikes, and pedestrians) that support Tumwater's goals. These LOS standards will relate to the CITY's updated goals and policies.

Additionally, the CONSULTANT will work with the CITY to develop targets for vehicle miles traveled (VMT) reduction and mode shift away from single occupancy vehicles in order to align with the targets in the Thurston Climate Mitigation Plan.

Deliverables:

- Meeting materials including agenda and meeting summary
- Draft and final memorandum summarizing recommended MMLOS policy

5.3 Bicycle and Pedestrian Plan (February 2025 – June 2025)

CONSULTANT will provide an active transportation component that includes collaborative efforts to identify and designate planned improvements based on Level of Traffic Stress (LTS), route directness, and network completeness. This Plan should be able to stand alone yet also be consistent with and incorporated into the final TMP.

CONSULTANT will identify projects to ensure routes throughout the city with LTS no higher than two (2).

CONSULTANT will report MMLOS standards for non-motorized transportation from Task 5.2 in the Bicycle and Pedestrian Plan.

CONSULTANT will include an evaluation of LTS for pedestrians and bicyclists using the Washington State Department of Transportation's (WSDOT) recommended method.

Deliverables:

- Draft and Final Active Transportation Plan including mode shift targets and priority projects

Task 6 – Project Prioritization, Selection, Costing, Funding Identification, and Policies Update

Following on the understanding of trends and the identification of priorities, the CONSULTANT will identify future projects that advance the CITY's priorities, explore the costs of the projects, how they would be funded, and recommend updates to policies in the CITY's TMP.

6.1 Prioritization Criteria (August 2024)

Building off the technical analysis and community input acquired in Tasks 2 through 5, the CONSULTANT will work with the CITY to develop criteria to prioritize the proposed draft project list (see task 6.3). Then, the CONSULTANT will refine the spreadsheet based on CITY comments for use in project evaluation.

Assumption:

- The TMP shall prioritize projects based on equity, the greatest multimodal safety benefit, and proximity to the City's core, civic facilities, and schools.
- The goal of the TMP is to improve the efficiency of multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled (VMT).

Deliverables:

- Draft and final memorandum and spreadsheet of summary prioritization metrics.

6.2 Future Year Modeling (August-November 2024)

The future year scenarios for the TMP will be evaluated in this phase. The CITY will provide TRPC with the appropriate land use and transportation network assumptions within the City of Tumwater for TRPC to develop inputs to the travel model. TRPC will also be responsible for updating the model inputs outside of the CITY consistent with the regional assumptions. The travel model will be used to evaluate up to two future year scenarios. The CONSULTANT will use the TRPC model results in the following way:

- Segment level V/C ratios will identify segment-based LOS for up to 10 roadway segments
- The CONSULTANT will create turning movement forecasts for up to 40 intersections and complete Synchro analysis

Deliverables:

- Travel demand forecasts and Synchro files for two future year scenarios
- Draft and final forecasting and future operations memo.

6.3 Project List Development (November-December 2024)

Building on the prior tasks, the CONSULTANT will begin to identify multimodal projects to improve Tumwater's transportation infrastructure. This includes reviewing transportation

projects in adopted CITY plans and programs as well as suggesting capital improvements that fill a gap in the multimodal networks, ~~or~~ address LOS standard deficiencies, and/or reduce vehicle miles traveled. These improvements will address needs identified for all modes in Task 5 and will be prioritized using transportation prioritization criteria established in Task 6.1.

The CONSULTANT will lead one virtual workshop with CITY staff to review the list of transportation projects in adopted plans and programs, projects developed as part of this task, and any outstanding project list needs.

Assumptions:

- CITY staff will provide a list of multimodal transportation projects currently planned for Tumwater and actively participate in project list development meetings

Deliverables:

- Meeting materials including agenda and meeting summary
- Draft and final list and description of projects with initial prioritization ranking (see also financially constrained project list under task 6.4)
- Draft and final map of identified projects

6.4 Project Costing (November-December 2024)

The CONSULTANT will inform the development of a financially constrained project list, by providing planning-level cost information. This includes "order-of-magnitude" per-mile costs for line items including intersection improvements, sidewalks, bicycle facilities, roadway extensions, and complete streets enhancements. These "order of magnitude" costs will not consider context specific considerations, such as right of way or slope.

Assumptions:

- CONSULTANT will provide order-of-magnitude costing for the remaining projects from the project list (up to 16 hours)
- Additional projects to be costed will be considered as additional scope of services

Deliverables:

- One (1) draft and one (1) final PDF copy (and native Excel file) of planning level estimates (summary and backup) with location map of projects

6.5 Funding Assessment (December 2024-January 2025)

To ensure that there are appropriate financial resources available to complete the identified policies, programs, and projects, CITY staff will develop information about Tumwater's funding capacity for transportation capital projects. CITY staff will first complete a capacity analysis to evaluate baseline funding available over the planning period based on:

- Review of historical transportation revenues
- Any current transportation funding projections
- Update long term (20 years) funding projections
- Review of historical transportation revenues, by source

- CONSULTANT will help identify potential funding options for filling any identified funding gaps
- CITY will assess expected future costs using the current policy, programmatic, and project costs and projected future needs from the prior subtasks

The CONSULTANT will compare the CITY led funding capacity to estimated programmatic expenses and the cost of the initial project list, to demonstrate the CITY’s ability to fund their desired projects during the planning period. If a funding gap is identified, CONSULTANT will identify potential new sources of revenues that could be considered (including but not limited to updated transportation impact fees, local improvement districts, transportation benefit districts, grant funding, etc.) to develop a funding strategy to balance identified needs with resources. Both a draft and final funding section will be prepared based on the analysis. In addition, policies related to transportation funding and implementation will be reviewed and modified to be consistent with the funding plan.

Assumptions:

- The work will be conducted primarily by CITY finance staff, with support from

CONSULTANT

Deliverables:

- Draft and final memorandum with funding capacity and needs comparison, as well as potential funding sources (draft, and final)

6.6 Transportation Policies Update and Mode Shift Targets (July-December 2024)

The CONSULTANT will provide recommended updates to the policies contained in the most current version of the TMP. These recommended updates will include suggested edits to current policies, removal of policies, and addition of policies to respond to guidance from the Department of Commerce, TRPC, and align with the priorities identified in Task 2.1 and layered network and level of service policies developed in Tasks 5.1 and 5.2, as well as other potential recommendations developed in Tasks 6.1-6.5.

~~Additionally, the CONSULTANT will work with the CITY to develop targets for vehicle miles traveled (VMT) reduction and mode shift away from single occupancy vehicles in order to align with the targets in the Thurston Climate Mitigation Plan.~~

Deliverables:

- Draft and final memorandum summarizing recommended edits to TMP policies and VMT/mode shift targets
- Matrix of policy changes (additions, deletions, and modifications) provided in track changes document

Task 7 – Document Production

The goal of this task will be to create Tumwater’s draft TMP document, which lays out the vision developed through the prior tasks in this scope.

7.1 Administrative Draft Plan (January 2025-February 2025)

Based on findings of Task 1 through 6, the CONSULTANT will compile an updated TMP document. This document will be concise and reader-friendly, while also conveying the necessary information to fulfill the scope items described above.

Assumptions:

- A single consolidated round of comments will be compiled by CITY staff and provided to CONSULTANT
- CONSULTANT will reserve up to 20 hours of staff time to respond to comments

Deliverable:

- Administrative Draft plan (PDF)

7.2 Draft Plan (March 2025)

In response to a single consolidated round of comments from CITY staff, the CONSULTANT will prepare a Draft Plan, to be released to the public and Planning Commission/City Council for review.

Assumptions:

- A single consolidated round of comments will be compiled by CITY staff and provided to CONSULTANT
- CONSULTANT will reserve up to 30 hours of staff time to respond to comments

Deliverable:

- Draft Plan (including tagged/accessible PDF for public review)

7.3 Final Plan (April-May 2025)

In response to a single consolidated round of comments from CITY staff, the CONSULTANT will prepare a Final Plan for adoption.

Deliverables:

- Final Plan (PDF)

Task 8 – Transportation Impact Fees Update

The goal of this task will be to update the CITY's transportation impact fee program.

8.1 Impact Fee Kickoff Meeting (May 2025)

CONSULTANT will initiate the impact fees update by holding a staff workshop that asks the following key questions, which are central to this impact fee update:

- What is working well with the CITY's current impact fee program and what should be changed?
- What types of multimodal projects should impact fees fund?

- Should the program be vehicle-trip based or person-trip based?
- Should the program be based on a single, citywide rate or should it be zone-based?
- What types of land use categories should be included in the fee schedule?
- How do Tumwater's transportation impact fee rates compare to other Washington communities and what is the appetite for raising rates?

Deliverable:

- Notes from the kickoff meeting that document staff responses to the key questions

8.2 Review and Update Transportation Project List (June 2025)

CONSULTANT will review the multimodal transportation project list developed as part of Tumwater's TMP to identify capital projects that could meet impact fee eligibility. CONSULTANT will meet with staff to discuss potential projects for inclusion in the CITY's impact fee program and confirm an initial draft list. Following the meeting, CITY staff will provide CONSULTANT with the most current information available about project costs (although this information should be largely developed in previous tasks) and any identified non-impact fee funding sources for projects.

CONSULTANT will compile this information to develop an initial draft transportation impact fee project list.

Deliverable:

- Draft transportation impact fee project list, with costs and funding availability

8.3 Calculate Existing Deficiencies (June-July 2025)

CONSULTANT will calculate the existing deficiency portion of transportation projects based on adopted level of service policies. This will be based on CONSULTANT's work on the CITY's TMP. No new LOS analysis is assumed as part of this project.

Deliverable:

- Table of existing deficiencies for each project

8.4 Update Growth Estimates (June-July 2025)

CONSULTANT will summarize expected residential and commercial growth within the city consistent with the growth assumptions applied for the TMP future year analysis. We will then convert the land use growth to trips for calculation of the impact fee using the TRPC travel model.

Deliverable:

- Spreadsheet of land use and trip growth

8.5 Determine Share of Trips Attributable to Growth in Tumwater (July 2025)

CONSULTANT will apply the TMP version of the TRPC model to estimate trips occurring on each of the proposed transportation projects, identifying the percentage of trips attributable to city growth.

Deliverable:

- Spreadsheet documenting growth portion in Tumwater

8.6 Calculate Impact Fee Rate and Update Fee Schedule (August 2025)

CONSULTANT will calculate a new 'cost per trip end' that is translated into an impact fee schedule.

We will update the fee schedule to reflect the new 'cost per trip end,' updated land use categories (based on discussion with CITY staff in the kickoff meeting), and the most recent version of the Institute of Transportation Engineers *Trip Generation Manual*. Potential updates include: revised land use categories, setting rates by geographic area, or rate variations based on differences in mode share.

Deliverable:

- Spreadsheet documenting cost per trip end and revised fee schedule

8.7 Prepare Impact Fee Rate Study (October 2025)

CONSULTANT will develop a short report documenting the impact fee rate methodology and results.

Deliverable:

- Report documenting rate program update (for reference in CITY ordinance)

8.8 Meetings/Council Presentation (April 2025-~~November 2025~~June 2026)

CONSULTANT staff will attend up to four conference calls with staff (beyond the kickoff meeting) to discuss results of the analysis. We will also present the results of the updated impact fee study to City Council.

Deliverable:

- Four conference calls
- Presentation and virtual attendance at City Council meeting

Exhibit “A-2” Budget

Exhibit “B” Budget of the April 25, 2024, Service Provider Agreement is amended to include the following task:

5.3 Bicycle and Pedestrian Plan \$50,000

The Total for all Tasks in Exhibit “B” Budget of the April 25, 2024, Service Provider Agreement is amended to reflect the First Amendment budget of \$354,925.

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: March 18, 2025
 SUBJECT: Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling

1) Recommended Action:

Authorize the Mayor to sign the Service Provider Agreement with the Thurston Regional Planning Council for Transportation Modeling for the Transportation Plan of the 2025 Comprehensive Plan Periodic Update.

The Agreement was recommended for approval on the consent calendar at the March 18, 2025 General Government Committee meeting.

2) Background:

On a ten-year cycle, the City is required to 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.

The service provider agreement with the Thurston Regional Planning Council for transportation modeling is for running the TRPC model for a single future land use alternative using the Thurston Regional Planning Council’s travel demand model for comparison against the baseline model to support the development of the Transportation Plan as part of the 2025 Comprehensive Plan Update.

3) Policy Support:

Comprehensive Plan 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.

Comprehensive Plan Policy LU-1.1: Ensure the Land Use Element is consistent with adopted County-Wide Planning Policies and integrate transportation considerations into land use decisions, and vice versa.

4) Alternatives:

None

5) Fiscal Notes:

The total cost to the City will be \$10,757 and will be paid for by the General Government Fund.

6) Attachments:

A. Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

TRANSPORTATION MODELING

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and the THURSTON REGIONAL PLANNING COUNCIL, a Washington municipal corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than March 1, 2025, and shall be completed no later than June 30, 2025. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed \$10,757 as reflected in the Exhibit "A" Scope of Work

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided, and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant, or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant, or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent, or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees, or subcontractors.

B. The SERVICE PROVIDER shall provide evidence of coverage demonstrating:

1. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury, and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

2. Errors and Omissions insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

D. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

E. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension, or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

F. The SERVICE PROVIDER'S membership in the Washington Cities Insurance Authority, a self-insured government risk pool, fulfills the requirements of this section.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service

animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances, and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records, and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents, and other material relevant to this agreement, for six (6) years after its expiration.

The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property, or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the

validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

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

SERVICE PROVIDER:
THURSTON REGIONAL PLANNING COUNCIL
2411 Chandler Court SW
Olympia, WA 98502

UBI No. 601-132-946
Phone No. (360) 956-7575

Michael Matlock
Director of Community Development

Marc Daily
Executive Director

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that _____(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

Exhibit “A”

Scope of Work

Project

Tumwater Transportation Modeling.

Purpose

Model a single future land use alternative using the Thurston Regional Planning Council’s travel demand model for comparison against the baseline model to support Tumwater’s Comprehensive Plan Update.

Tasks

- Develop model land use for the City’s preferred land use alternative and baseline land use if needed.
- Revise model network to incorporate projects identified by City staff which should be included as part of the funded base model.
- Run the model using Tumwater’s preferred future land use scenario and baseline model if needed.

Deliverables

- Model outputs in the form of plots or a copy of the model provided to the City’s consultant.

Budget

The work described above will be completed as a cost not to exceed: \$10,757.

TO: City Council
FROM: Chuck Denney, Parks and Recreation Director
DATE: March 18, 2025
SUBJECT: Lease Agreement with Kaufman Holdings, Inc. for 821 Airport Court

1) Recommended Action:

Approve and authorize the Mayor to sign the Lease Agreement with Kaufman Holdings, Inc. for office space at 821 Airport Court for Parks and Recreation staff as recommended at the City Council Work Session on March 11, 2025, to be placed on the consent calendar.

2) Background:

The Parks & Recreation Department staff need to vacate their office space at City Hall due to the expansion needs of the Police Department. Parks & Recreation staff need to relocate off site due to the shortage of available space at City Hall.

This is a three-year lease agreement with Kaufman Holdings, Inc., for office and storage space for the Parks & Recreation Staff. The new office location will be located at 821 Airport Court.

3) Policy Support:

Refine and Sustain a Great Organization

- Ensure a safe and healthy workplace

4) Alternatives:

- Recommend changes to lease agreement.
 - Do not authorize the Mayor to sign the lease agreement.
-

5) Fiscal Notes:

The term of this lease agreement shall be Three (3) years and shall commence on April 1, 2025, and end on March 31, 2028, inclusive.

Monthly Base Rent shall be: Six Thousand Six Hundred Dollars (\$6,600.00). Monthly estimated Triple Net (NNN) is: One Thousand Seven Hundred Five Dollars and 34/100 (\$1,705.34). First month's Base Rent and estimated NNN shall be due at lease execution. Payments for any partial month at the beginning or end of the Lease shall be prorated.

6) Attachments:

A. Lease Agreement with Kaufman Holdings, Inc. for 821 Airport Court

BUILDING TRIPLE NET LEASE

THIS LEASE, dated _____, is by and between Kaufman Holdings, Inc., a Washington Corporation hereinafter called "Landlord", and City of Tumwater a Washington municipal corporation, hereinafter called "Tenant".

1. NONSTANDARD PROVISIONS

The following entries constitute the nonstandard provisions of this lease and are referred to elsewhere herein:

- (a) Building Name: 821 Airport Court & 809 Airport Court SW
- (b) Approximate floor area of Premises: 6,000 Square feet
- (c) The term of this lease shall be Three (3) years and shall commence on April 1, 2025, and end on March 31, 2028, inclusive.
- (d) Monthly Base Rent shall be: Six Thousand Six Hundred Dollars (\$6,600.00). Monthly estimated Triple Net (NNN) is: One Thousand Seven Hundred Five Dollars and 34/100 (\$1,705.34). First month's Base Rent and estimated NNN shall be due at lease execution. Payments for any partial month at the beginning or end of the Lease shall be prorated.
- (f) Washing of commercial or personal vehicles on site is prohibited.
- (g) The following Exhibits are made a part of this Lease:
 - Exhibit "A" – Floor Plan
 - Exhibit "B" – Site Plan
 - Exhibit "C" – Estimated NNN Charges
 - Exhibit "D" – Rules and Regulations
 - Exhibit "E" – First Addendum

2. PREMISES. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, upon the terms and conditions hereinafter set forth, those certain premises, described in Section 1 (a) and (b) and shown outlined on the standard floor plan attached hereto marked Exhibit "A" and site plan marked as Exhibit "B" and made a part hereof, in that certain Building to be known 821 Airport Court and 809 Airport Court situated in the City of Tumwater, County of Thurston, State of Washington, located at 821 Airport Court SE and 809 Airport Court, hereinafter referred to as the "Building" and located on the following real property:

**PARCEL NO. 57190000800
821 SE AIRPORT COURT**

Lot 9 of that part of the East one-half of Section 11, Township 17 North, Range 2 West, Willamette Meridian described as follows:

Beginning at the Southwest corner of SS #0665 as shown and recorded in Volume 6, Page 692; thence North 50° 51' 00" East along the South line of said SS 51.00 feet; thence South 39° 09' 00"

East 595.44 feet; thence South 46° 15' 00" West 394.14 feet to the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 11; thence North 35° 54' 33" West along the Easterly Boundary of SS #1944 as shown and recorded in Volume 20, Page 113 316.5 feet to the Southerly line of Parcel A of BLA #0340 as shown and recorded in Volume 4, Page 68; thence South 50° 51' 00" West along said Southerly line 526.00 feet to the Easterly Margin of Old Highway 99; thence North 39° 09' 00" West along said margin 327.40 feet; thence North 50° 51' 00" East 200.00 feet; thence north 39° 09' 00" West 138.40 feet; thence North 50° 51' 00" East 205 feet; thence North 39° 09' 00" West 155.60 feet to the Southerly margin of Henderson Blvd; thence North 50° 51' 00" East along said margin 235.00 feet; thence South 39° 09' 00" East 190.00 feet; thence North 50° 51' 00" East 210.00 feet; thence South 39° 09' 00" East 120.00 feet to the Point of Beginning.

**PARCEL NO. 57190000900
809 SE AIRPORT COURT – PARKING LOT FOR 821 AIRPORT COURT**

Lot 8 of that part of the East one-half of Section 11, Township 17 North, Range 2 West, Willamette Meridian described as follows:

Beginning at the Southwest corner of SS #0665 as shown and recorded in Volume 6, Page 692; thence North 50° 51' 00" East along the South line of said SS 51.00 feet; thence South 39° 09' 00" East 595.44 feet; thence South 46° 15' 00" West 394.14 feet to the Southeast corner of the Southwest one-quarter of the Northeast one-quarter of said Section 11; thence North 35° 54' 33" West along the Easterly Boundary of SS #1944 as shown and recorded in Volume 20, Page 113 316.5 feet to the Southerly line of Parcel A of BLA #0340 as shown and recorded in Volume 4, Page 68; thence South 50° 51' 00" West along said Southerly line 526.00 feet to the Easterly Margin of Old Highway 99; thence North 39° 09' 00" West along said margin 327.40 feet; thence North 50° 51' 00" East 200.00 feet; thence north 39° 09' 00" West 138.40 feet; thence North 50° 51' 00" East 205 feet; thence North 39° 09' 00" West 155.60 feet to the Southerly margin of Henderson Blvd; thence North 50° 51' 00" East along said margin 235.00 feet; thence South 39° 09' 00" East 190.00 feet; thence North 50° 51' 00" East 210.00 feet; thence South 39° 09' 00" East 120.00 feet to the Point of Beginning.

These legals are from the Plat Boundary Description of Kaufman Industrial Park dated August 1986

3. USE OF PREMISES. The Premises shall be used for Office, Storage and Parking of vehicles, ("Permitted Use") and for no other purpose without the prior written consent of Landlord, in its sole judgment. If Tenant uses the Premises in a manner which increases insurance premiums, Tenant shall be solely responsible for paying for such increase. Tenant shall not use the Premises for any illegal purpose. Tenant shall comply with all governmental rules, orders, regulations, or requirements relating to the use and occupancy of the Premises. Tenant shall observe such reasonable rules and regulations as may be adopted and published by Landlord for the safety, care and cleanliness of Premises and/or building and the preservation of good order therein. Rules and Regulations in effect as of the date of this Lease are attached hereto and identified as Exhibit "D".

4. TERM.

The term of this lease shall be as set forth in Section 1 (c).

Delay in commencement notwithstanding said commencement date: If for any reason Landlord cannot deliver possession of the Premises to Tenant on said date, Landlord shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Tenant

hereunder. In such case, the date of commencement and termination of the Lease, as set forth above, shall be extended a period of time equal to the period of any delay in delivery of possession of the Premises; provided that the termination date shall be further extended for the additional number of days required, if any, to have the lease term expire on the last day of a calendar month. The Tenant shall not be obligated to pay rent until possession of the Premises is tendered to Tenant, provided, however, that if Landlord shall not have delivered possession of the Premises within ninety (90) days from said commencement date, Tenant may, at Tenant's option, by notice in writing to Landlord within thirty (30) days thereafter, cancel this Lease, in which event the parties shall be discharged from all obligations hereunder.

Early commencement: If Tenant occupies the Premises prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance the termination date, and Tenant shall pay rent for such period at the initial monthly rates set forth above prorated for each calendar day.

5. RENT. Tenant shall pay Landlord the monthly rental which is set forth in Section 1 (d) in United States currency of the present standard of value in advance of the first (1st) working day of each calendar month during said term, at the office of Landlord, at Landlord's address set forth in Section 26 hereof, or at such other place as Landlord may from time to time designate in writing. The installment of rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month.

In the event said rent is not paid by the tenth (10th) day of the month, then a late charge of Fifty Dollars (\$50.00) or ten percent (10%) of the then-due rent payment, whichever is greater, shall be assessed by the Landlord and paid by the Tenant as rent. In the event any rent late charge and reinstatement fee shall be unpaid for longer than ten (10) days, or in the event Tenant owes any other monies to Landlord under the terms of this Lease, such monies shall bear interest at the rate of ten percent (10%) per annum, such interest to commence on the date the rent became overdue or upon receipt of a bill from Landlord for such monies as may be due under the terms of this Lease, whichever is earlier.

6. SECURITY DEPOSIT. Tenant shall deposit with Landlord upon execution hereof, Six Thousand Six Hundred Dollars (\$6,600.00) as a security for Tenant's faithful performance of Tenant's obligation hereunder. If Tenant fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Lease, Landlord may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which Landlord may become obligated by reason of Tenant's default; or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of said deposit, Tenant shall, within ten (10) days after written demand therefore, deposit cash with Landlord in an amount sufficient to restore said deposit to the full amount hereinabove stated; and Tenant's failure to do so shall be a material breach of this lease. Landlord shall not be required to keep said deposit separate from its general accounts. If Tenant performs all the Tenant's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Landlord, shall be returned without payment of other increment for its use to Tenant or, at Landlord's option, to the last assignee of any Tenant's interest hereunder at the expiration of the term hereof and after Tenant has vacated the Premises. No trust relationship is created herein between Landlord and Tenant with respect to said Security Deposit.

7. ACCEPTANCE OF PREMISES. The taking of possession of the Premises by Tenant shall constitute acknowledgment by the Tenant that the Premises were then in good and tenantable condition.

8. SERVICES & UTILITIES. Tenant shall pay before delinquency, at its sole cost and expense, all utilities, and services of whatever kind or nature which may be used in the Premises, including, but not limited to, electricity, natural gas, domestic water, irrigation water, stormwater, refuse, recycling, sewer, cable/internet and telephone service charged or attributable to the Premises, fire alarm monitoring and fire system inspections, as required and all other services or utilities used in, upon or about the Premises by Tenant or any of its subtenants, licensees or concessionaires; provided, however, that if any such services or utilities shall be billed to Landlord and are not separately metered to the Premises, the amount thereof shall be prorated and Tenant shall pay to Landlord as part of Common Area Charges, or if it is not included in Common Area Charges, then Tenant shall pay to landlord upon demand as additional rent hereunder, an amount equal to that proportion of the total charges therefore, which the number of square feet of gross floor area in the Premises bears to the total number of square feet of gross floor area leased and occupied in the area covered by such combined charges. In no event shall Landlord be liable for an interruption or failure in the supply of any such utilities to the Premises when such failure or delay is caused by accident or conditions beyond the control of the Landlord. Landlord shall not be liable for damages, nor shall the rental herein reserved be abated for failure to furnish or delay in furnishing any of the foregoing services, when such failure or delay is caused by accident or conditions beyond the control of the Landlord, or by labor disturbances or labor disputes of any character, or by inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, or by the making of necessary repairs or improvements to the Premises or to Building, nor shall the temporary failure to furnish any of such services because of an inability to secure labor or other means to provide such services be construed as an eviction of Tenant or relieve Tenant from the duty of observing and performing any of the provisions of this lease.

9. OPERATING COSTS. As used herein, Operating Costs shall mean all costs of operating, maintaining and repairing the Building and Property, including and determined in accordance with generally accepted accounting principles, and including without limitation the following: all utility charges (other than utilities separately metered and paid directly by Tenant or other tenants); roof maintenance and gutter cleaning; business park association fees and assessments; pest control; lighting systems; fire detection and security services; landscape maintenance; property management (fees and/or costs); parking lot, road, sidewalk and driveway patching, resurfacing, restriping and maintenance; heating and air conditioning systems maintenance, and fire sprinkling system maintenance and snow and ice removal for business park common area road (no public roads); amortization (in accordance with generally accepted accounting principles) of capital improvements related to the common area as Landlord may in the future install to comply with governmental regulations and rules or undertaken in good faith with a reasonable expectation of reducing operating costs (the useful life of which shall be a reasonable period of time as determined by Landlord); costs of legal services (except those incurred directly relating to a particular occupant of the Building and Property) accounting services; and labor, supplies, materials and tools.

Operating Costs shall not include: (a) Landlord income tax or general corporate overhead, (b) the cost of any additions or expansions to the Common Areas and other items which under generally accepted accounting principles are properly classified as capital expenditures of any kind, except for certain non-real estate assets as set forth above; (c) any repairs or work performed to any portion of the Building and Property intended to be occupied by other individual tenants; (d) the cost of correcting defects in the original construction of the Building and Property; (e) ground lease rental; (f) costs incurred by Landlord for repair or restoration to the extent that Landlord is reimbursed by insurance or condemnation proceeds or that the same is covered by warranty or Landlord's insurance proceeds; (g) costs, including permits, license and inspection costs, incurred with respect

to the installation of improvements made for other tenants or other occupants or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for other tenants or other occupants; (h) attorney's fees, leasing commissions and other costs and expenses incurred in connection with negotiations or disputes with present or prospective tenants or other occupants of the Building and Property; (i) expenses in connection with services or benefits which are not offered to Tenant and all items and services for which Tenant or any other tenant reimburses Landlord or which Landlord provides exclusively to one or more tenants (other than Tenant) but not all tenants without reimbursement; (j) costs incurred by Landlord due to the negligence or willful misconduct of Landlord or its agents, contractors, licensees and employees or the violation of any law by Landlord or any other tenants or other occupants; (k) interest, principal, points and fees on debts or amortization on any mortgage or mortgages or any other debt instrument encumbering all or any portion of the Building and or the Property; (l) any costs relating to Hazardous Materials (herein defined) not resulting from actions of Tenant; (m) charitable contributions; (n) off-site traffic lights and other off-site improvements.

The following describes the manner in which Operating Costs, Taxes and Insurance are paid under this Lease. For all purposes hereafter, the Tenant's pro-rata share shall be one hundred percent (100%), based on Tenant's occupancy of the entire building, which consists of 6,600 square feet. In the event Tenant's occupancy falls below 100%, the pro-rata share shall be based on Tenant's then pro-rata occupancy.

Triple Net. As additional Rent, Tenant shall pay to Landlord on the first day of each month, with payment of Tenant base Rent, one-twelfth of Tenant's Pro Rata Share of Operating Costs (Section 9), Taxes (Section 10) and Landlord Insurance (Section 15 and 16).

Method of Payment. Tenant shall pay to Landlord Operating Costs, Taxes and Insurance as provided above pursuant to the following procedure:

(i) Landlord shall provide to Tenant, at or before the Lease Commencement Date, a good faith estimates of annual Operating Costs, Taxes and Insurance for the calendar year in which the Lease Commencement Date occurs. Landlord shall also provide to Tenant, as soon as possible following the first day of each succeeding calendar year, a good faith estimate of Tenant's annual Pro Rata Share of Operating Costs, Taxes and Insurance for the then current year; (see attached Exhibit "C")

(ii) Each estimate of Tenant's annual Pro Rata Share of Operating Costs, Taxes and Insurance determined by Landlord as described above, shall be divided into twelve (12) equal monthly installments. Notwithstanding the foregoing, the first and last such estimates during the Lease term shall be prorated from the commencement of the obligation to pay Operating Costs, Taxes and Insurance and the expiration of the Lease term as is appropriate. Tenant shall pay to Landlord such monthly installment of Operating Costs, Taxes and Insurance with each monthly payment of Base Rent. In the event the estimated amount of Tenant's Pro Rata Share of Operating Costs, Taxes and Insurance has not yet been determined for any calendar year, Tenant shall pay the monthly installment in the estimated amount determined for the preceding calendar year until the estimate for the current calendar year has been provided to Tenant. At such time as the estimate for the current calendar year is received, Tenant shall then pay any shortfall or receive a credit for any surplus for the preceding months of the current calendar year and shall, thereafter, make the monthly installment payment in accordance with the current estimate;

(iii) As soon as reasonably possible following the end of each calendar year of the Lease term, Landlord shall determine and provide to Tenant a statement (the Operating Costs

Statement) setting forth the amount of Operating Costs, Taxes and Insurance actually incurred and the amount of Tenant's Pro Rata Share of Operating Costs, Taxes and Insurance actually paid by Tenant with respect to such calendar year. In the event the amount of Tenant's Pro Rata Share of Operating Costs, Taxes and Insurance exceeds the sum of the monthly installments actually paid by Tenant for such calendar year, Tenant shall pay to Landlord the difference within thirty (30) days following receipt of the Operating Costs Statement. In the event the sum of such installments exceeds the amount of Tenant's Pro Rata Share of Operating Costs, Taxes and Insurance actually due and owing, the difference shall be applied as a credit to Tenant's future Pro Rata Share of Operating Costs, Taxes and Insurance payable by Tenant pursuant to this Section, except for the last Lease Year, after which Landlord shall pay to Tenant the difference within thirty (30) days following receipt of the Operating Costs Statement.

10. TAXES. Tenant shall pay all taxes, assessments, liens and license fees (Taxes) levied, assessed or imposed by any authority having the direct or indirect power to tax or assess or impose any such liens, by reason of Tenant's use of the Premises, and all Taxes on Tenant's personal property located on the Premises. Tenant shall also pay its Pro Rata Share of all Taxes with respect to the Building and the Property, including all real property Taxes and any Taxes resulting from a re-assessment of the Building or the Property due to a change of ownership or otherwise. Tenant shall pay, before the same become delinquent, all taxes assessed against Tenant's furniture, fixtures, equipment, and other property on the Premises.

11. COMMON AREAS. The term Common Areas means all areas and facilities that are provided and designated from time to time by Landlord for the general non-exclusive use and convenience of Tenant with other tenants and which are not leased or held for the exclusive use of a particular tenant. Common Areas may, but do not necessarily include, hallways, entryways, stairs, elevators, driveways, walkways, terraces, docks, loading areas, restrooms, trash facilities, utility corridors, covered or uncovered mall areas, parking areas and garages, roadways, pedestrian sidewalks, landscaped areas, security areas and lobby. Tenant shall comply with reasonable rules and regulations concerning the use of the common areas adopted by Landlord from time to time. Without advance notice to Tenant and without any liability to Tenant, Landlord may change the size, use, or nature of any common area, erect improvements on the Common Areas or convert any portion of the Common Areas to the exclusive use of Landlord or selected tenants, so long as Tenant is not thereby deprived of the substantial benefit of the Premises and Landlord does not reduce the number of parking stalls or materially reduce the visibility or access to the Premises. Landlord reserves the use of exterior walls, roof, and airspace of the Building, and the right to install, maintain, use, repair and replace pipes, ducts, conduits, and wires in the Building, including leading through the Premises, in areas which will not materially interfere with Tenant's use of the Premises.

Tenant shall have the non-exclusive right in common with Landlord and such other tenants, to whom Landlord has granted or may grant such rights, to use the Common Areas. Tenant shall abide by the reasonable and non-discriminatory rules and regulations adopted by Landlord from time to time and of which it has given Tenant notice, and shall use its best efforts to cause its employees, contractors, and invitees to comply with those rules and regulations, and not interfere with the use of Common Areas by others. Notwithstanding the foregoing, in the event of a conflict between any such rule or regulation and the terms of this Lease, the terms of this Lease shall prevail.

Landlord shall maintain the Common Areas in good order, condition and repair. This maintenance cost shall be an Operating Cost chargeable to Tenant pursuant to Section 9.

12. MAINTENANCE OF PREMISES.

(a) At its expense, Landlord shall maintain in good condition, the roof membrane and the structure of the building, including the roof, drains, gutters (structural), downspouts, foundation, floor slab, load-bearing and exterior walls, plumbing (to the point of connection with the Building, only), the electrical system (to the point of connection with the Building, only), windows, and all underground utilities. The Landlord shall remain responsible for the design and adequacy of the stormwater retention pond and any alterations thereto required by any governmental authority. The Tenant shall only be responsible for its pro-rata share of all maintenance of the stormwater retention pond. Landlord will ensure that all lighting and electrical circuits are checked and are in proper working order at the commencement of the Lease. Landlord shall have no obligation to repair, replace or maintain any fixtures or equipment installed by Tenant, and Landlord shall have no obligation to make any repair or replacement occasioned by any act or omission of Tenant, its employees, agents, invitees, or licensees (see attached Exhibit "E"). Landlord shall initiate repair(s), replacement(s), and/or maintenance for which it is responsible as soon as reasonably practicable following receipt of written Notice from Tenant.

(b) At its expense, Tenant shall maintain in good condition, the interior of the Building and Premises and all of Tenant's fixtures and improvements therein and shall perform any and all replacements, repairs and/or maintenance, including, but not limited to, plumbing (from the point of connection with the Building), electrical (from the point of connection with the Building), lighting [light bulb(s), ballast(s), fluorescent tube(s) and fixtures], gutters and general roof maintenance; overhead door(s) and/or dock equipment, and the balance of all other maintenance, except that provided for in Section 12a. Tenant shall keep the Premises in a neat, clean, and sanitary condition, and shall keep the Premises and all items therein installed by Tenant in good condition.

If, following thirty (30) days' notice from Landlord, Tenant fails to make any repairs or replacements or fails to perform any maintenance for which Tenant is responsible pursuant to this Lease, Landlord may enter the Building and Premises and have such repairs, replacements, or maintenance performed, and Landlord's costs of doing so shall be payable as Additional Rent with the next due installment of Base Rent, or within thirty (30) days of receipt of a bill from Landlord, whichever is earlier.

Notwithstanding anything to the contrary herein, Tenant will provide protection so Building or Premises or warehouse insulation, lighting and wall panels will not be damaged. Any damage, including, but limited to, penetrations to wall and ceiling insulation, shall be immediately repaired by Tenant at Tenant's expense. Should Tenant fail to do so, Landlord will repair Tenant's damage, and Tenant shall reimburse Landlord within thirty (30) days of receipt of a bill from Landlord.

13. ALTERATIONS AND REPAIRS. Tenant shall make no changes, improvements, or alterations to the Premises without the prior written approval of Landlord. Tenant shall submit plans and specifications for its proposed changes, improvements, or alterations to the Premises to Landlord with a request for Landlord's written approval. Landlord shall respond to requests within thirty (30) days and shall not unreasonably withhold, condition or delay approval. Changes, improvements, or alterations to the Premises shall be constructed by a Washington State licensed and bonded contractor. Both (i) the proposed changes, improvements, or alterations and (ii) the contractor selected by Tenant must be submitted to Landlord for prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord reserves the right to impose reasonable conditions on either approval to ensure quality and consistency with the building's standards. Changes, improvements, or alterations to the Premises made by Tenant with prior written approval of Landlord (as stated in this Lease Section 13) shall remain on the Premises and shall

become the property of Landlord upon the expiration or sooner termination of this Lease. Changes, improvements, or alterations to the Premises made by Tenant without the required prior written approvals of Landlord shall be removed by Tenant at its sole effort and expense, including all repairs to restore the Premises from damage resulting from such removal, upon the expiration or sooner termination of this Lease; if Tenant fails to comply with removal and repair of Premises as stated herein, Landlord shall perform such removal and repair at Tenant's sole expense. Tenant's fixtures may be removed from the Premises pursuant to Section 24 herein. If any of the locksets are changed, Tenant shall provide to Landlord a key for each door that is changed as well as coordinate with the Fire Department to replace the appropriate keys in Knox Box for emergency access.

14. INDEMNITY AND INSURANCE. Except to the extent caused by the sole negligence or willful misconduct of the Landlord, its employees or agents, the Landlord and its employees, and agents shall not be liable for any injury to any persons or for damage to any property, regardless of how such injury or damage may be caused, as a result of the condition of, or in any way related to the Premises, the use of the Premises or the operations of Tenant in, on or about the Premises by Tenant or others. Except to the extent caused by the sole negligence or willful misconduct of the Landlord, its employees or agents, Tenant shall indemnify, defend and hold harmless Landlord and its agents, and employees, from and against all claim, liabilities, losses, damages and expenses (including attorney fees and cost) for injury to or death of any person or loss of or damage to property in or upon said Premises or arising out of or relating to Tenant's operations thereon, and including the person and property of Tenant, its employees, agents, invitees, licensees or others, however caused, it being understood and agreed that all property kept, stored or maintained in or upon the Premises shall be at the risk of Tenant. The foregoing immunity is specifically intended to constitute a waiver of Tenant's immunity under the Washington Industrial Insurance Act, RCW Title 51, to the extent allowed by law and necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees. The foregoing shall be in addition to Tenant's obligation to supply the insurance as required herein and not in discharge of or substitution for same.

15. LIABILITY INSURANCE.

- (1) Prior to obtaining occupancy and throughout the lease term, tenant shall, at Tenant's sole cost and expense, procure and maintain commercial general liability ("**CGL**") insurance covering bodily injury and property damage with a combined single limit of at least Two Million and 00/100 US Dollars (\$2,000,000.00) per occurrence.
- (2) Tenant shall furnish to the Landlord a copy of such policy or policies of insurance or a certificate evidencing the date, amount and type of insurance that has been procured pursuant to this Lease. All policies of insurance shall bear an endorsement that the same shall not be cancelled, revised or non-renewed with less than (30) days advance written notice to the Landlord and Tenant.
- (3) Tenant and Landlord shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the Premises.
- (4) In the event Tenant fails to obtain the required insurance coverage, Landlord has the option and right to purchase a policy of insurance for the Landlord's benefit, in amounts in accordance with Section 15.1 and Landlord shall charge the cost of such policy as additional rent to the Tenant, payable upon demand from Landlord.

16. PROPERTY INSURANCE.

(a) Landlord shall carry special form clauses of loss coverage property insurance of the Building shell and core in the amount of their full replacement value, liability insurance with respect to the Common Areas, and such other insurance of such types and amounts as Landlord, in its discretion, shall deem reasonably appropriate. The cost of any such insurance shall be included in the Insurance costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Property and the Building shall be included in the Insurance costs.

(b) Landlord agrees to provide fire insurance in reasonable amounts on the Building only, not contents. Tenant covenants and agrees that it will not do or permit anything to be done on the leased Premises during the term hereof, which will increase the rate of Landlord's insurance on the Building which the leased Premises form a part, above the minimum rate which would be applicable in such Premises for the Tenant's type of business; and Tenant agrees that in the event it shall cause such an increase in the rate of insurance, it will, within thirty (30) days of a written request evidencing the increase by Landlord pay to the Landlord, as additional rent, any increase in premiums resulting therefrom. The cost of fire insurance shall be included in the Insurance costs, and if such insurance is provided by a "blanket policy" insuring other parties or locations in addition to the Building, then only the portion of the premiums allocable to the Property and the Building shall be included in the Insurance costs.

17. PETROLEUM, DANGEROUS, TOXIC AND HAZARDOUS MATERIALS. Tenant agrees to abide by all federal, state and local laws pertaining to the handling, storage, use and transportation of petroleum, dangerous, hazardous and toxic materials. Tenant further agrees in the event of any occurrence in violation of such laws, (including but not limited to, any action resulting in a spill, emission, accumulation, contamination or fire, whether discovered during the term of this Lease or after termination or renewal thereof), Tenant shall take all steps to clean up and restore the Premises, and any other contaminated or affected area, to the satisfaction of the appropriate authorities. Tenant agrees to indemnify Landlord for any claims, damages, costs or professional fees incurred by Landlord by reason of any event or occurrence involving petroleum, dangerous, toxic or hazardous wastes attributable to Tenant's use of the Premises. Tenant shall not be responsible for any condition existing prior to the commencement of this Lease, or for any event or occurrence during the Lease term which results from a pre-existing condition.

18. DAMAGE OR DESTRUCTION. If the Building is damaged or destroyed by fire, Landlord shall restore the Building, except for such fixtures, improvements, and alterations as are installed by Tenant, as nearly as practicable to its condition immediately prior to such damage or destruction. Tenant, at Tenant's expense, shall so restore all such fixtures, improvements, and alterations installed by Tenant. Any restoration shall be promptly commenced and diligently prosecuted. Landlord shall not be liable for any consequential damages by reason of any such damage or destruction.

Commencing with the date of the damage or destruction and continuing through the period of restoration, the rent for the Building shall be abated for such period in the same proportion as the untenable portion of the Building bears to the whole thereof. In the event the building is damaged to the extent of fifty percent (50%) of its fair market value or more, and in the opinion of either Landlord or Tenant it is not economically feasible to continue this Lease in effect, either party may, by written notice, terminate this Lease.

19. SIGNS. Tenant will not cause or permit the display of any sign, notice, or advertising matter in or about the Premises without Landlord's prior consent, which consent shall not be unreasonably withheld or delayed. Tenant shall install any approved signage at Tenant's sole expense and in compliance with all applicable laws. Tenant shall not damage the Premises in installing or removing signage and shall repair any injury or damage to the Premises caused by such installation or removal.

20. LANDLORD'S ACCESS TO PREMISES. After reasonable notice from Landlord (except in cases of emergency, where no notice is required), Tenant shall permit Landlord and its agents and employees to enter the Premises at all reasonable times for the purposes of repair or inspection. This Section shall not impose any repair or other obligation upon Landlord not expressly stated elsewhere in this Lease. After reasonable notice to Tenant, Landlord shall have the right to enter the Premises for the purpose of showing the Premises to prospective purchasers or lenders and to prospective Tenants, at any reasonable time during normal business hours, within 90 days prior to the expiration or sooner termination of the lease term.

21. ASSIGNMENT AND SUBLETTING. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet in whole or in part by Tenant, by operation of law or otherwise, without Landlord's prior written consent. All costs, of any kind, associated with any assignment, transfer, encumbrance, or sublet, including, but not limited to, demising the Premises, shall be at Tenant's sole expense. If Tenant sublets the Premises at a rental amount exceeding the contracted rental amount stated in this Lease, the Tenant shall split any such overage difference with the Landlord on an equal basis. Any merger, consolidation, liquidation, or any change in ownership of or the power to vote the majority of Tenant's outstanding voting stock, shall constitute an assignment, whether the result of a single transaction or a series of transactions.

22. DEFAULT; REMEDIES. The occurrence of any of the following events shall be deemed a breach of this Lease, namely: if Tenant shall make an assignment for the benefit of creditors; or if an involuntary petition is filed against Tenant under any bankruptcy law or under any other law for the relief of debtors and is not dismissed within sixty (60) days after filing; or if a receiver be appointed for the property of Tenant and is not discharged or removed within sixty (60) days; or if any department of any government or any officer thereof shall take possession of the business or property of Tenant. Upon any such occurrence, Landlord, at its option, may terminate this Lease by notice to Tenant and upon such termination; Tenant shall quit and surrender the Premises to Landlord and shall be released from any further obligations under this Lease.

Except for the circumstances of default described in the preceding paragraph, or of the failure to pay monies described in the following paragraph, if Tenant shall default in performance of any other obligations under this Lease, or shall violate, for specific cause, any other term or provision of this Lease, Landlord may, upon giving Tenant sixty (60) day notice to cure, terminate this Lease if such cure has not occurred; and upon such termination, Tenant shall quit and surrender the Premises to Landlord, but the Tenant shall remain liable as hereinafter provided.

If Tenant shall default in payment of any monies due under this Lease, Landlord may, in addition to assessing interest and late charges, upon giving Tenant ten (10) days advance written notice, terminate this Lease and upon such termination, Tenant shall quit and surrender the Premises to Landlord, but the Tenant shall remain liable as hereinafter provided. However, the Landlord, at its sole discretion, may allow reinstatement of the lease upon payment of all outstanding amounts, including a reinstatement fee of Seventy-Five Dollars (\$75.00).

If the Lease shall be terminated for Tenant's default or other material breach of this Lease, Landlord may immediately or at any time thereafter reenter the Premises and remove any and all persons and property therefrom, bring any suitable proceeding at law or otherwise, without liability hereof, and reenter the Premises, without such reentry diminishing Tenant's obligation to pay rental for the full term hereof, and Tenant agrees to pay Landlord for any deficiency arising from reentry and reletting of the Premises at a lesser rental than provided herein. Landlord shall apply the proceeds of any reletting first to the payment of such reasonable expenses as Landlord may have incurred in recovering possession of the Premises, and removing persons and property therefrom, and in putting the same into good order or condition or preparing or altering the same for reletting, and all other into good order or condition or preparing or altering the same for reletting, and all other expenses incurred by Landlord for reletting the Premises; and then to Tenant's obligation to pay rental. Any such reletting may be for the remainder of the term of this Lease or for a longer or shorter period. In any such case and whether or not the Premises, or any part thereof, be relet Tenant shall pay the Landlord the rent and all other charges required to be paid by Tenant up to the time of such termination of this Lease, and thereafter, Tenant agrees to pay the equivalent of the amount of all rent reserved herein and all other charges required to be paid by Tenant, less the net proceeds of reletting, if any, and the same shall be due and payable by Tenant monthly as the amount thereof is ascertained by Landlord, and Landlord may bring an action therefor as such monthly deficiencies arise. In any of the circumstances hereinabove mentioned, Landlord shall have the option, instead of holding Tenant liable for the amount of all the rent and charges required to be paid by Tenant less the net proceeds of reletting, if any, forthwith to recover from Tenant an aggregate sum representing, at the time of such termination of this Lease the then present worth of the excess, if any, of the aggregate of the rent and all other charges payable by Tenant hereunder that would have accrued until the end of the Lease term over the aggregate rental value of the Premises during such term.

23. COSTS, ATTORNEYS' FEES, GOVERNING LAW AND VENUE.

(a) Attorney's Fees. If any legal proceeding is brought to enforce any of the provisions of this Lease, the prevailing party shall, in addition to its other remedies, be entitled to recover its reasonable attorneys' fees and other costs incurred in the action or proceeding.

(b) Governing Law and Venue. This Lease shall be governed by the laws of the State of Washington. Venue for any proceeding involving this Lease shall be in Thurston County, Washington.

24. TRADE FIXTURES. Tenant may install on the Premises such equipment as is customarily used in the type of business conducted by Tenant on the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall, at Tenant's expense, remove from the Premises all such equipment and all other property of Tenant and repair any damages to the Premises occasioned by the removal thereof. Any property left in the Premises after the expiration or sooner termination of this Lease shall be deemed to have been abandoned by Tenant and become the property of Landlord to dispose of as Landlord deems expedient without accounting to Tenant therefore.

25. CONDEMNATION. If all of the Premises is taken by any public authority under the power of eminent domain, this Lease shall terminate as of the date possession is taken by said public authority pursuant to such condemnation.

If any part of the Premises or the Building is so taken, and in the opinion of either the Landlord or Tenant it is not economically feasible to continue this Lease in effect, either party may terminate

this Lease. Such termination by either party shall be made by notice to the other given not later than thirty (30) days after possession is so taken, the termination to be effective as of the later of thirty (30) days after said notice or the date possession is so taken.

If part of the Premises is so taken, and neither Landlord nor Tenant elects to terminate this Lease, or until termination is effective, as the case may be, the rental shall be abated in the same proportion as the portion of the Premises so taken bears to the whole of the Premises, and Landlord shall make such repair or alterations, if any, as are required to render the remainder of the Premises tenable.

All damages awarded for the taking or damaging of all or any part of the Premises shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord any and all claims to such award, but nothing herein contained shall be construed as precluding Tenant from asserting any claim Tenant may have against such public authority for disruption or relocation of Tenant's business on the Premises.

26. NOTICES. All notices, demands, and requests to be given by either party to the other shall be in writing. All notices, demands, and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to ATTN: Parks and Recreation Director, Tumwater Parks & Recreation, 555 Israel RD SW, Tumwater, 98501, with a copy to City Attorney, 555 Israel Rd SW, Tumwater, WA 98501, or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands, and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at 7908 Sweet Iron Ct. SE Tumwater, WA 98501, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in United States, Washington.

27. PRIORITY OF TENANT'S INTEREST. This Lease is and shall be prior to any encumbrance now of record or any encumbrance hereafter recorded affecting the building. If however, the holder of any encumbrance first in priority after nonconsensual liens requires that this Lease be subordinate to said encumbrance, this Lease shall be subordinate to said encumbrance.

Tenant shall attorn to any purchaser at any foreclosure sale, or to any grantee or transferee designated in any deed in lieu of foreclosure. Tenant shall not subordinate its interest to any encumbrance other than an encumbrance first in priority after nonconsensual liens. Tenant shall execute any documents required by any such holder to accomplish the purposes of this Section.

28. SURRENDER OF PREMISES. Tenant, at the expiration or sooner termination of this Lease, whether by lapse of time or otherwise, shall promptly and peacefully quit and surrender the Premises, together with all keys, to Landlord in good, neat, clean, and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees, or licensees.

29. LIENS AND INSOLVENCY. Tenant shall not suffer or permit any lien to be filed against Premises or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the Premises or any part thereof under Tenant. If any such lien is filed against Premises or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same, and shall

hold Landlord harmless against the same. Landlord has the right at all reasonable times to post any notices on the premises which Landlord deems necessary for Landlord's protection from such liens. If Tenant fails to discharge a lien within the thirty day period, Landlord may cause such lien to be released by any means Landlord deems proper, including payment and satisfaction of the claim upon which the lien is based. Tenant shall then pay to Landlord upon demand any sum paid by Landlord to remove the liens, together with interest from the date of payment by the Landlord, at the lesser of one and a half percent (1 ½%) per month or the maximum rate permissible by law.

30. HOLDOVER. If Tenant lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy. During such tenancy, Tenant agrees to pay Landlord the same rate of rental as provided herein or such rate as established by Landlord, and to be bound by all of the terms, covenants, and conditions herein specified. Rent during any hold over period shall not exceed 125% of the rent amount applicable to the last month of the prior lease term.

31. RULES AND REGULATIONS. Tenant shall observe the reasonable rules and regulations which Landlord shall from time to time promulgate with respect to the Premises, provided however, such rules and regulations do not negatively impact or unreasonably restrict Tenant's use of the Premises. Landlord reserves the right from time to time to make reasonable modifications to such rules and regulations which shall be binding on Tenant upon delivery of a copy of the modified rules and regulations to Tenant, provided however, such modifications to the Landlord's rules and regulations do not negatively impact or unreasonably restrict Tenant's use of the Premises. A set of the existing Rules and Regulations is attached as Exhibit D.

32. TENANT AGREES TO PROVIDE A PERSONAL GUARANTY. The undersigned hereby unconditionally guarantee, jointly and severally, to Landlord its successors and assigns, the full and prompt payment of Rent and any and all other sums and charges payable by Tenant, its successors, assigns and subtenants, and the full performance and observance of all of the covenants, terms conditions and agreements to be performed and observed by Tenant, its successors, assigns and subtenants pursuant to the terms of this Lease Agreement. This Guaranty is an absolute and unconditional guaranty of payment and performance by the Tenant under the Lease. It shall be enforceable against the undersigned without the necessity of any suit or proceeding on the part of Landlord against Tenant or any other party. Except for the right to receive such notice of default by Tenant, the undersigned waives any necessity of notice of nonpayment, nonperformance, or nonobservance by Tenant of any term or provision of the Lease. This Guaranty shall not be discharged by reason of any assignment, renewal, modification or extension of the Lease or waiver of forbearance by Landlord of any of its terms, notice of all of which the undersigned hereby waives. If Landlord is required to employ an attorney to enforce or declare its rights hereunder, the prevailing party in any such action shall be entitled to recover its attorney's fees and costs from the non-prevailing party, in an amount to be determined by the court in any such action.

33. FORCE MAJEURE. Either party's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond its control and without the fault or negligence of the party, including but not restricted to, acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics, and strikes.

34. MISCELLANEOUS.

(a) Non-Waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed

by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

(b) Captions and Construction. The captions in this Lease are for the convenience of the reader and are not to be considered in the interpretation of its terms.

(c) Partial Invalidity. If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced as written to the fullest extent permitted by law.

(d) Estoppel Certificates. Landlord and Tenant agree from time to time promptly to execute, acknowledge, and deliver to the other party a statement in writing certifying that this Lease is unmodified and in full force and effect, as modified and stating the modifications, whether any party is in default or breach of this Lease or, with the giving of notice or lapse of time, or both, would be in default or breach of this Lease, and the dates to which the basic rent and other charges have been paid in advance, if any.

(e) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(f) Landlord's Consent. Except in the case of assignment or subletting, Landlord shall not unreasonably withhold, condition or delay its consent where such consent is expressly provided for in this Lease.

(g) Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened breach by Tenant of any provision of this Lease. In addition to the other remedies in this Lease, provided Landlord shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(h) Number; Gender; Permissive Versus Mandatory Usage. Where the context permits, references to the singular shall include the plural and vice versa, and to the neuter gender shall include the feminine and masculine. Use of the word "may" shall denote an option or privilege and shall impose no obligation upon the party which may exercise such option or privilege; use of the word "shall" shall denote a duty or an obligation.

(i) Commissions. Both parties acknowledge that they are not represented by a real estate broker. If either Landlord or Tenant use the services of a broker, which results in a real estate commission owed, the party engaging the service shall; be responsible for payment of the fee.

(j) Lease Year. As used herein, the term "Lease year" shall mean a 12-month period commencing on the date the term of this Lease commences and each 12-month period commencing on each anniversary thereof.

(k) Time. Time is of the essence to this Lease.

(l) Binding Effect. This Lease shall be binding upon the parties hereto and their respective successors and assigns.

(m) Counterparts. This Lease may be executed in one or more counterparts, including facsimile copies, each counterpart shall be deemed an original but all of which together shall constitute one and the same instrument.

35. QUIET ENJOYMENT, TITLE AND AUTHORITY.

(a) Landlord represents to Tenant that: i. Landlord has authority to execute this Lease; ii. Landlord has title to the Premises free and clear of any encumbrances, liens or mortgages, except those encumbrances, liens and mortgages and matters of record, and these and any other matters disclosed and/or apparent to Tenant; and those that do not materially interfere with Tenant's use and enjoyment of the Premises; iii. There is legal ingress and egress to the Premises from a public right-of-way; and iv. Execution and performance of this Lease will not violate any laws or agreements binding on Landlord.

(b) Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed, Tenant may peacefully and quietly enjoy the Premises without interference from Landlord or any party claiming through Landlord, subject to interruptions for necessary maintenance, repairs, or emergencies, and excluding disturbances caused by third parties outside of Landlord's control.

Remainder of Page Intentionally Left Blank

EXECUTED as of the date first above written.

LANDLORD:

KAUFMAN HOLDINGS, INC.

By: _____
John Kaufman, Its President

Date Signed: _____

TENANT:

CITY OF TUMWATER

By: _____
Debbie Sullivan, Mayor

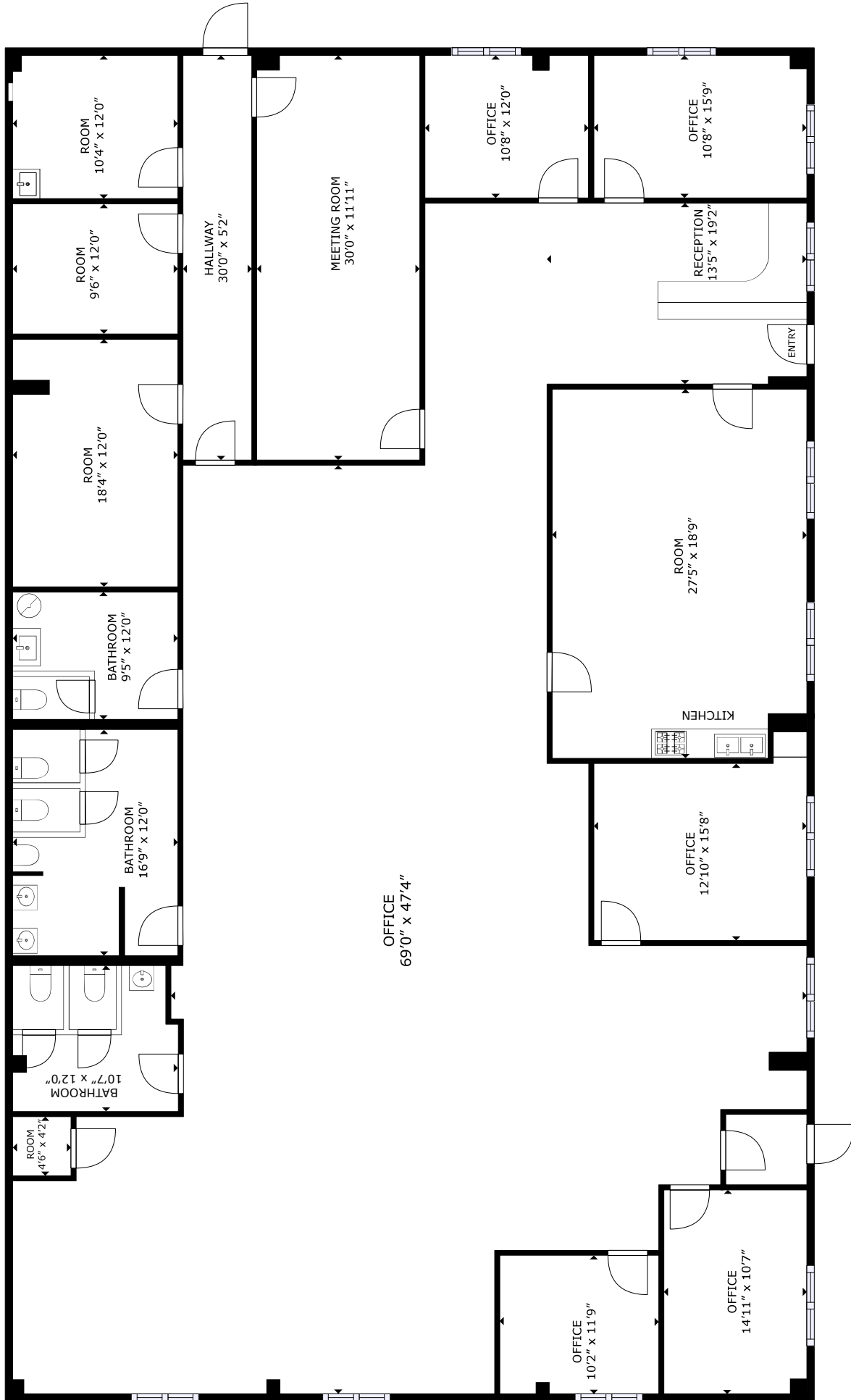
Date Signed: _____

Approved as to Form

By: _____
Karen Kirkpatrick, City Attorney

Date Signed: _____

EXHIBIT - A FLOOR PLAN



SIZES AND DIMENSIONS ARE APPROXIMATE, ACTUAL MAY VARY.

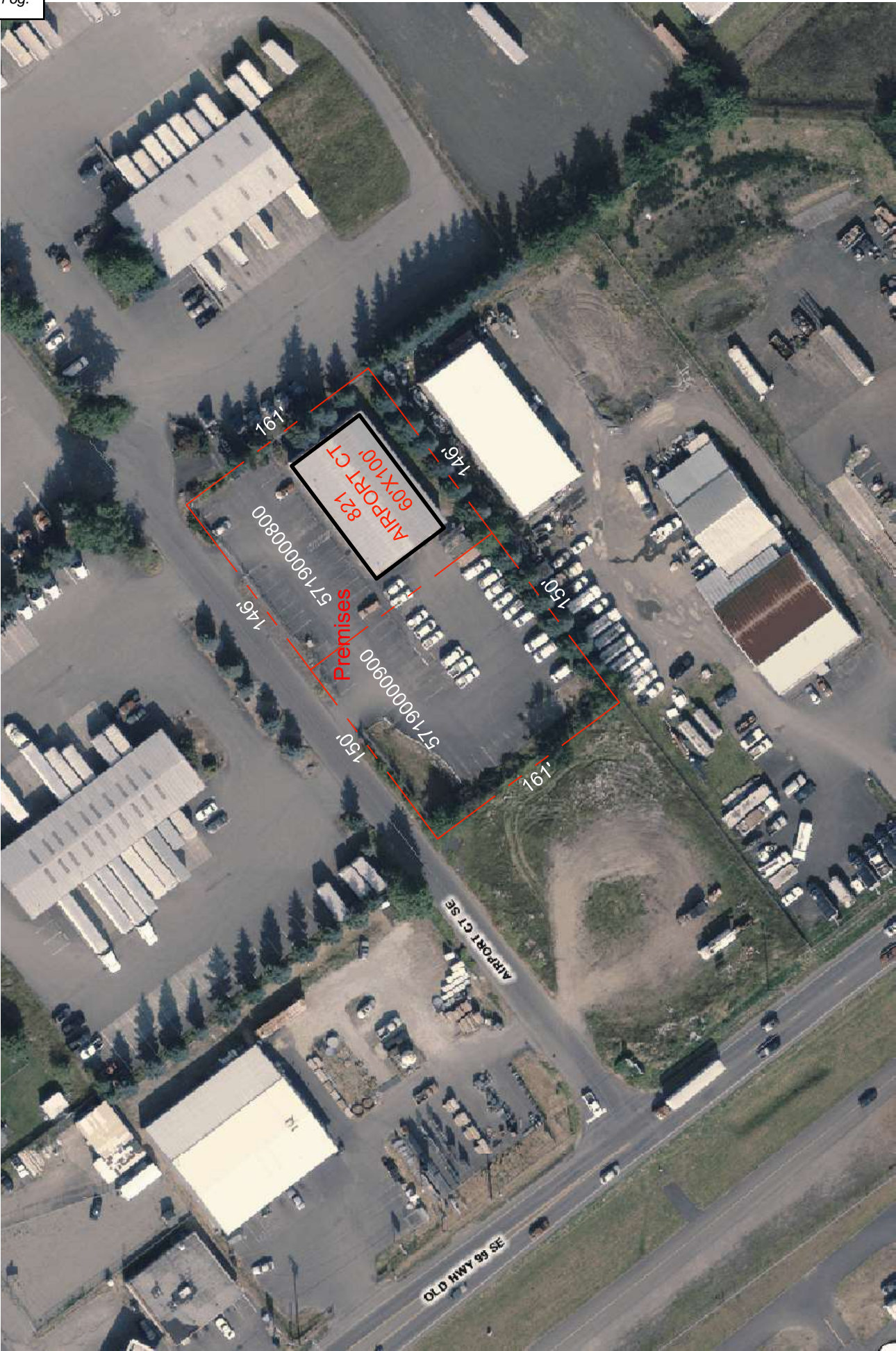


EXHIBIT B - SITE PLAN

K KAUFMAN
 CONSTRUCTION & DEVELOPMENT, INC.
 7711 MARTIN WAY E OLYMPIA, WA 98516
 TELE: 360.491.5230 FAX: 360.491.5296



KAUFMAN HOLDINGS, INC. - LANDLORD

Estimated 2025 NNN Expense Summary
821 @ 809 Airport Ct SW, Tumwater WA 98501
Estimated Operating & Triple Net (NNN) Expense

| | |
|-------------------------------------|---------|
| Building Shell Total Square Footage | 6,000 |
| Tenant Square Foot Occupancy | 6,000 |
| Percentage of occupancy | 100.00% |

2025 Estimated Expenses

| | | | | | |
|--|--------------|---|----|---|---------------------|
| Annual Operating Costs & Maintenance | | | | | \$ 4,765.23 |
| PM fee | \$ 79,200.00 | x | 3% | = | \$ 2,376.00 |
| Annual Property Tax - 2025 | | | | | \$ 10,917.67 |
| Annual Building Insurance - 2025 | | | | | \$ 2,405.13 |
| Total 2025 Estimated Operating & NNN expenses | | | | | \$ 20,464.03 |
| Monthly NNN | | | | | \$ 1,705.34 |

| | |
|-------------------|--------|
| Monthly PSF Cost: | \$0.28 |
| Annual PSF Cost: | \$3.41 |

| | Monthly Base Rent | | Monthly NNN | | Total Due Monthly |
|---|--------------------------|----|--------------------|----|--------------------------|
| Total Estimated Monthly BaseRent + NNN for 2025: | \$ 6,600.00 | \$ | 1,705.34 | \$ | 8,305.34 |

- * Payments are due on the first of the month
- * NNN reconciliation will take place annually
- * Final reconciliation may result in adjustments based on actual expenses

These are estimated costs based on Projected 2025 expenses and may be subject to change

EXHIBIT "D"
Kaufman Holdings Inc
Leased Premises Rules and Regulations

Kaufman Holdings Inc is committed to keeping its properties in first class condition for the benefit of its Tenants and ownership. To meet this objective, the following rules and regulations are established.

1. **Signage:** Tenant shall not place signage on the premises or in the common area that do not conform to the signage criteria specified in the lease, City ordinance or rules reasonably established by the Landlord. Tenant must submit all signage and signage modification requests in writing to Landlord and Landlord must approve such requests before installation. The following signage is prohibited outright: Illuminated neon tube, "sandwich" type board signs and any non-standard window signage such as banners, cardboard, or handwritten.
2. **Outside Storage:** Tenant shall not keep or store any equipment (personal or for business use), or inventory outside of the leased premises. This includes the common area directly adjacent to Tenant's space. Such items shall be stored within the leased premises, or at an off-site location. In limited circumstances and duration, Landlord shall allow equipment or vehicles used in Tenant's day-to-day business to be stored in Tenant's portion of the common area, which is designated and shown on attached Exhibit B.
3. **Pallets/Moving Materials:** Landlord shall monitor pallet accumulation outside the leased premises and shall require removal of such, as well as materials used in the distribution and transportation of product and materials related to Tenant's business. These materials may be present in and around the leased premises but will not be allowed to accumulate or be stored in the common area outside the leased premises.
4. **Trash/Debris:** Tenant and its employees shall contain trash, debris or recyclable materials generated by Tenant, its employees and invitees in a Landlord approved type of receptacle. If Tenant consistently overloads such receptacles, Landlord has the right to remove any excess and dispose of the material at Tenant's cost, including dump fees. Tenant also agrees to purchase or provide any required locking device, acceptable to such vendor, to reduce the possibility of unauthorized dumping in Tenant's dumpster enclosure outside the Tenant's space, or if such space does not have such an enclosure, then out of the way of common drives or other traffic areas.
5. **Outside Contractors:** As stated in the lease, Tenant will not make any alterations to the leased premises without prior written approval of Landlord and will not employ the services of any contractor without prior written approval of Landlord. Such services include modification that may affect building systems (fire sprinkler, electrical, plumbing, etc.), and signage installation.

The tenant must submit the following for the Landlord's review and approval before any work begins:

1. Contractor's business license authorizing work in the State of Washington.
2. Proof of the contractor's current insurance coverage meeting Landlord's requirements (to be provided upon request).
3. Any other reasonable documentation requested by Landlord to verify the contractor's qualifications.

Landlord reserves the right to approve or deny any contractor based on reasonable criteria, ensuring the protection and integrity of the building.

- 6. **Domestic Water Supply/Use of Building Hose Bibs:** Tenant shall not unreasonably consume building domestic water as would be considered excessive for normal day to day operations of a typical business, unless such use is expressly permitted in the lease, or authorized by Landlord. This includes washing equipment or business and/or personal vehicles in the common areas, or any other activity that would increase water usage and affect common area costs of the premises. If Landlord determines that Tenant is using water in excess of normal consumption, Landlord reserves the right to impose a surcharge for such usage or require separate metering of the leased premises.
- 7. **Key System/Exterior Door:** Tenant shall not make any modifications to exterior door keyway. If new keying is required, Tenant shall make such request through Landlord and employ the services of Landlord's key hardware vendor (All City Lock). On request, Tenant shall provide Landlord with its premises security alarm information. Landlord shall not be liable for costs associated with entering the premises on an emergency basis or any charge for such for false alarm (from either the security monitoring company or any law enforcement entity).
- 8. **Emergency Information:** Tenant shall keep Landlord advised of current telephone number of Tenant's employees who should be contacted in an emergency (for example: fire, break-in, or vandalism). If Landlord determines it is necessary to respond to such emergency on Tenant's behalf, Tenant shall pay all costs incurred for services ordered by Landlord to secure or otherwise protect the leased premises and the contents thereof, including any premium charges for time spent by Landlord's employees in responding to such emergency.
- 9. **Rooftop Access:** Tenant, Tenant's employees, vendors, and invitees are prohibited from accessing the premises rooftops. Any requests related to such access shall be directed to Landlord.
- 10. **Antennas, Satellite Dishes, Etc:** No such equipment shall be installed on the buildings without the prior written consent of Landlord, which will not be unreasonably withheld.
- 11. **Electrical and Telephone Installation:** Landlord shall have sole power to direct electricians as to where and how telephone and other wires are to be introduced. No boring or cutting for wires or conduits is allowed without the consent of the Landlord. The location of telephones, call boxes, and other office equipment affixed to the premises shall be subject to the approval of the Landlord. Tenant may not make any changes to the existing wiring without the prior written approval of the Landlord. Telecommunications vendors must follow Landlord's Cabling Rules and meet all city building code requirements.

Landlord Initial

Tenant Initial

EXHIBIT "E"
ADDENDUM TO LEASE AGREEMENT
KAUFMAN REAL ESTATE, LLC – LANDLORD
CITY OF TUMWATER PARKS DEPARTMENT- TENANT

TAXES AND INSURANCE

| Landlord | Tenant | |
|--------------------------|-------------------------------------|-----------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Real Estate Taxes |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Property Assessments |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Real Property Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Personal Property Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Association Dues |

UTILITIES

| Landlord | Tenant | (see Lease, Section 8 - Utilities) |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Domestic Water (City of Tumwater (360) 754-4133) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Irrigation Water |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Septic Cleaning |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | • This is a NNN expense but is coordinated by Landlord. Storm Water (City of Tumwater (360) 754-4133) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Garbage Collection (Pacific Disposal (360) 455-8439) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Recycling Collection (Pacific Disposal (360) 455-8439) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Electricity (Puget Sound Energy (888) 255-5773) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Natural Gas (Puget Sound Energy (888) 255-5773) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Telephone Service |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Cable/ Internet Service (Comcast Contact – Mitja Kudow (360) 977-0912 mitja_kadow@comcast.com) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Smoke Detectors |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Security Alarm – equipment installation and monitoring, if required by Tenant shall be paid for by the Tenant. |

JANITORIAL

| Landlord | Tenant | |
|--------------------------|-------------------------------------|-------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Janitorial Service |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Interior Window Washing |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exterior Window Washing |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Restroom Supplies |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Light Bulb Replacement |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Carpet Cleaning |

INTERIOR MAINTENANCE

| Landlord | Tenant | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Equipment & Business Property Maintenance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Interior Lights & Electrical (Capital Electric (360) 357-3237) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Replacement of Ballasts (Capital Electric (360) 357-3237) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Repair of Floor Coverings |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Repair of Window Coverings |

Landlord Initial

Tenant Initial

EXHIBIT "E"
ADDENDUM TO LEASE AGREEMENT
KAUFMAN REAL ESTATE, LLC – LANDLORD
CITY OF TUMWATER PARKS DEPARTMENT -TENANT

INTERIOR MAINTENANCE (Continued)

| Landlord | Tenant | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Plumbing to Point of connection with the building. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Plumbing Fixtures * Tenant shall be responsible for repairs during the term of the lease. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | HVAC – Quarterly Maintenance of the HVAC system. <input checked="" type="checkbox"/> Replacement of filters as recommended in Equipment service manual |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Annual Inspection of Premises by Fire Dept. related to Tenant use |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Annual Service of Fire Extinguishers |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Keys: Landlord will provide one set of original keys and coordinate them to Fire Knox Box at Lease Commencement. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Keys: Tenant changes to locksets will require Tenant to provide new set of keys to Landlord and be charged a fee to coordinate Knox Box Key Change with Fire Department. Note that any locksets changed by Tenant shall be replaced with Schlage or equal. |

STRUCTURAL

| Landlord | Tenant | |
|-------------------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Tenant Installed Improvements |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | All Structural Portions of the Building <input checked="" type="checkbox"/> Including the roof & watertight integrity of same (Landlord) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exterior Doors |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Exterior Windows |

EXTERIOR MAINTENANCE

| Landlord | Tenant | |
|--------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Sidewalks |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exterior Lighting |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Snow Removal for Sidewalk(s) & Parking Lot(s) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Parking Lot Cleaning of Tenant's site (see Exhibit B) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Landscaping maintenance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Mailbox: Tenant shall supply and maintain their own mailbox. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Domestic & Irrigation Backflow Annual Inspections |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Annual Catch Basin Inspections |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Roof Maintenance & Gutter and downspout cleaning. • This is a NNN expense, landlord will coordinate gutter cleaning and roof maintenance. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Annual Catch Basin Pumping & Disposal as required. |

Landlord Initial

Tenant Initial

TO: City Council
 FROM: Brittaney McClanahan, Executive Assistant
 DATE: March 18, 2025
 SUBJECT: Advisory Board Appointment of Sandra Nelson and Nelida Daniel to the Planning Commission

1) Recommended Action:

Approve Mayor Sullivan’s appointment of Sandra Nelson and Nelida Daniel to the Planning Commission.

2) Background:

Sandra Nelson and Nelida Daniel have been interviewed and show interest in filling vacancies on the Planning Commission. Upon Council confirmation, Sandra’s term will be effective immediately through November 1, 2028, and Nelida’s term will be effective immediately through November 1, 2026.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

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

4) Alternatives:

- Approve the appointment
 - Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

- A. Application and supplemental applicant information.

January 14, 2025

Sandra J. Nelson

[Redacted]

Tumwater, WA 98501

The Office of the Mayor,
City of Tumwater
55 Israel Road SW
Tumwater, WA 98512

RE: Thurston County Advisory Committee Position: Letter of Interest


Dear Council Members and/or Commission Members,

I am writing to express my interest in serving on the Planning Commission or the Board of Parks and Recreation Commissioners. (I am excited about the new community center.) My husband and I moved here in 2001, purchasing a condo in the Barnes Lake Condominium Associates; then a new house on Tumwater Hill in 2004, and currently a home in the Rob Rice development south of the airport. A review of a map of the city boundaries indicates that this new home is within the city.

The included resume details my experience serving on state and county-level committees focused on early learning services for children ages birth to six. I retired as the Assistant Superintendent of Early Learning for Capital Region ESD 113 in 2016. I was then hired by ICF, an international consulting business, to provide consultation to entities operating Head Start programs in the areas of planning, management systems, and financial compliance with federal regulations. I retired again in 2019 to operate my own small consultation business, which I closed this year.

Although my experience serving on advisory committees has been in the area of early learning, my professional experience and consultation encompassed community-wide assessments that included other services, such as transportation, health services, recreation, family services, and housing. I look forward to volunteering in a capacity that draws upon my experience and strengths as they are used in an advisory capacity to support the city council, commissions and boards in their decision-making.

I appreciate your consideration as you select individuals to fill the current vacancies on the Planning Commission or Parks and Recreation Commission.

Sincerely,

Sandra Nelson

[Redacted] Tumwater, 98501

[Redacted]

CC: Application, Resume

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Sandra Nelson

Address: [Redacted]

Tumwater, WA

Telephone: (Home) [Redacted] (Mobile) Same

(Work) None

Date: 1/13/2025 Email: [Redacted]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

| Board, Committee, or Commission | Preference Number |
|--|-------------------|
| <u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active | <u>3</u> |
| <u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active | <u>2</u> |
| <u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active | <u>7</u> |
| <u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active | <u>5</u> |
| <u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active | <u>4</u> |
| <u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active | <u>1</u> |
| <u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active | <u>6</u> |

TO: City Council
FROM: Brandon Hicks, Director of Transportation and Engineering
DATE: March 18, 2025
SUBJECT: R2025-005, In Support of the Tumwater Transportation Benefit District Proposition 1

1) Recommended Action:

Adopt Resolution No. R2025-005 in support of the Tumwater Transportation Benefit District (TBD) Proposition 1, Renewal of Sales and Use Tax for Transportation Improvements that will appear before voters on the April 22, 2025 Special Election Ballot.

2) Background:

The Tumwater City Council created the Tumwater Transportation Benefit District (TBD), a quasi-municipal taxing jurisdiction authorized by State law to fund street maintenance, in 2014. Tumwater voters approved a sales tax increase of 0.2% (two-tenths of one percent) in 2015 for a period of ten years to fund street maintenance projects in the City limits. Revenues collected from this additional sales tax levy are held in separate accounts and used only for authorized street maintenance projects. The City Council serves as the governing body of this taxing district.

City Council adopted Resolution No. R2025-001, providing for a ballot proposition to be submitted on April 22, 2025, to renew the 0.2% sales and use tax for a period of ten (10) years to fund specified transportation projects.

3) Policy Support:

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

4) Alternatives:

Do not hold a public hearing in consideration of adopting Resolution No. R2025-005

5) Fiscal Notes:

None as a result of this action. If renewed by qualified electors, the TBD sales tax is estimated to generate more than \$30 million for street maintenance in the next ten years.

6) Attachments:

A. R2025-005, Resolution of Council Supporting TBD tax renewal

RESOLUTION NO. R2025-005

A RESOLUTION of the City Council of the City of Tumwater, Washington expressing support for the Tumwater Transportation Benefit District Proposition 1 Renewal of Sales and Use Tax for Transportation Improvements on the April 22, 2025, Special Election Ballot.

WHEREAS, voters residing within the Tumwater Transportation Benefit District, which consists of the jurisdictional boundaries of the City of Tumwater, will be presented with a proposition authorizing the renewal of a sales and use tax in the amount of two-tenths of one percent (0.2%) for a period of ten (10) years to fund transportation improvements at the Special Election on April 22, 2025, with the following official Ballot Title:

**TUMWATER TRANSPORTATION BENEFIT DISTRICT,
TUMWATER, WASHINGTON
RENEWAL OF SALES AND USE TAX FOR
TRANSPORTATION IMPROVEMENTS**

The Tumwater City Council adopted Resolution R2025-001 concerning a sales and use tax to fund transportation improvements. This proposition would authorize renewal and continued imposition of a two-tenths of one percent (0.2%) sales and use tax to be collected for ten years. Revenues would fund a repair, maintenance and improvement program for existing city streets and associated infrastructure, including rebuilding, repaving, sealing, patching and other methods to improve and extend the life of pavement, bridges, drainage facilities, and pedestrian improvements including repair, replacement, infill, or extension of sidewalks and curb ramps.

Should this proposition be:

- Approved.....
- Rejected.....

WHEREAS, the City has identified the sales and use tax as an authorized source of revenue identified in Chapter 36.73 RCW to finance the transportation capital improvements identified in Tumwater Municipal Code 12.42.040; and

WHEREAS, if renewed by the voters, the sales and use tax will apply to persons who shop and thereby use the roads in the City of Tumwater and not just City residents; and

WHEREAS, the sales and use tax, generated approximately \$18,900,000 over eight and a half years since it was initially approved by the voters in 2015 and is estimated to generate approximately \$2,600,000 in 2025; and

WHEREAS, the TBD funding was used as matching funds to leverage an additional approximately \$6,500,000 in grant funding for transportation projects within the City; and

WHEREAS, the sales and use tax will be used entirely to fund a repair, maintenance, and improvement program for existing city streets and associated infrastructure, including rebuilding, repaving, sealing, patching, and other methods to improve and extend the life of pavement, bridges, drainage facilities, and pedestrian improvements, including repair, replacement, infill and extension of sidewalks and construction of curb ramps in conjunction with authorized pavement work or as standalone projects and other transportation projects identified in Ordinance No. O2014-2019 creating the Tumwater Transportation Benefit District; and

WHEREAS, the City's street system comprises its single most valuable asset with a replacement value of almost \$305,000,000; and

WHEREAS, the street system is a basic necessity to be provided by the City in order to provide for the health and safety of our citizens and for a strong economy; and

WHEREAS, State and Federal transportation funding has significantly declined in recent years; and

WHEREAS, construction costs have increased; and

WHEREAS, the City has adopted as a Strategic Priority the maintenance of the City transportation system including the implementation of funding strategies necessary to fund this maintenance; and

WHEREAS, Washington State law allows city councils to express collective support or opposition to ballot propositions; and

WHEREAS, the City of Tumwater held a properly noticed public hearing on February 18, 2025, at a regularly scheduled Tumwater City Council meeting to allow the public, those in favor and those in opposition, the opportunity to comment on Resolution No. R2025-005, in support of the Transportation Benefit District Proposition 1 Renewal of Sales and Use Tax for Transportation Improvements; and

WHEREAS, the City Council finds that it is in the best interests of its residents and the City to express its collective position in support of the Transportation Benefit District Proposition 1 Renewal of Sales and Use Tax for Transportation Improvements;

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

Section 1. The City of Tumwater City Council supports the Tumwater Transportation Benefit District Proposition 1 Renewal of Sales and Use Tax for Transportation Improvements which will be presented to voters at a Special Election on April 22, 2025.

Section 2. The City of Tumwater City Council hereby urges citizens to vote yes on the Tumwater Transportation Benefit District Proposition 1 Renewal of Sales and Use Tax for Transportation Improvements on April 22, 2025.

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

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

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

RESOLVED this _____ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: March 18, 2025
SUBJECT: Employment Agreement Template

1) Recommended Action:

Approve and authorize the Mayor to sign employment agreements with current and future directors in substantially similar form consistent with adopted city policies as approved by the City Attorney as recommended by the Budget and Finance Committee at their February 28, 2025 meeting to be placed on council considerations.

2) Background:

According to Washington State law, under the Mayor-Council (Strong Mayor) form of government, the Mayor is, “...*the chief executive and administrative officer of the city, in charge of all departments and employees, with authority to designate assistants and department heads...*” Additionally, the mayor, “...*shall see that all contracts and agreements made with the city...are faithfully kept and performed...subject to approval by majority vote of all members of the council.*” (RCW 35A.12.100 and TMC 2.08.010). In compliance with these provisions, in Tumwater, the Mayor selects and appoints Department Directors, and because the current practice is for those positions to also have employment agreements, a majority of Council approves the employment agreements. Additional TMC provisions specifically require “confirmation” by a majority of the Council of the Mayor’s selection of a City Attorney, a Finance Director and the City Administrator, resulting in Council action for these three positions, regardless of whether there is an employment agreement or not.

There are ten City of Tumwater Department Directors (not including the City Administrator), and of those Directors, seven currently have employment agreements and three do not, as follows:

Existing Employment Agreements: Fire Chief, Transportation and Engineering Director, Administrative Services Director, Police Chief, Water Resources and Sustainability Director, City Attorney, and Finance Director.

Directors without existing Employment Agreements: Community Development Director, Parks and Recreation Director and Information Technology Director.

While all of the existing employment agreements have similar provisions, they also have a variety of differences, including in some sections that are common across all of them. These differences include those that are akin to sentence structure or grammatical variations, and in some cases the differences are more substantive and related to the actual terms of the agreements.

Predicated by a desire to ensure parity for all Directors, staff is proposing to standardize all of the Directors’ employment agreements by creating a template that is approved by City Council and then delegating to the Mayor the authority to negotiate and sign those agreements in substantially the form of the template.

The current request is for Council to consider and approve the employment agreement template that will be used to replace the existing employment agreements for those that have them, and to put in place employment agreements for both existing and future Department Directors, as they are appointed by the Mayor.

3) Policy Support:

Refine and Sustain a Great Organization.
Attract, retain, and promote a talented and diverse workforce.

4) Alternatives:

Do not approve the template

5) Fiscal Notes:

The proposed template will not impact the currently approved biennial budget.

6) Attachments:

A. Employment Agreement Template

EMPLOYMENT AGREEMENT

(Insert name and title)

THIS AGREEMENT is entered into as of the ____ day of _____, 20__, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as “City”, and _____, hereinafter referred to as “Employee”. For the mutual benefits to be derived, City and Employee hereby agree as follows:

WHEREAS, the City desires to employ the services of the Employee as the _____ (title) for the City of Tumwater, as provided by Tumwater Municipal Code (TMC) 2.10 _____ and the Revised Code of Washington 35A.12.020, and as hereafter amended, respectively; and

WHEREAS, it is the desire of the Council and Mayor of the City of Tumwater to provide certain benefits, establish benefits, establish certain conditions of employment, and set working conditions of the City; and

WHEREAS, it is the desire of the City to: 1) secure and retain the services of the Employee and provide inducement for Employee to remain in such employment; 2) ensure Employee’s peace of mind with future security; 3) promote high standards for ethical behavior; and 4) provide a just means for termination of Employee services at such time as Employee may be unable to fully discharge Employee’s duties or when the City desires to terminate Employee’s employment; and

WHEREAS, the Employee desires to accept employment as the _____ (title) for the City of Tumwater, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree to as follows:

Section 1. Duties. Employee shall perform all duties of the _____ (title) as set forth in the job description (attachment “A”), City’s Personnel/Operating Policies, and other duties as may be assigned from time to time by the City Administrator or Mayor.

Section 2. Term. Employment is “at will” and this Agreement is for an indefinite term of employment with no guaranteed tenure. This Agreement shall be effective as specified herein upon signature by the Mayor, and shall continue until terminated as provided by law or by provisions of this Agreement.

Section 3. Separation/Termination.

A. Employment is “at will”, and this Agreement is for an indefinite term of employment, with no guaranteed tenure. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time.

B. Employee’s employment under this agreement may be terminated upon the occurrence of any one of the following:

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a four (4) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 3(C) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 3(C) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, “cause” means Employee’s conviction of any criminal act, or the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 3(C) shall not apply.

4. Upon City’s written notice of termination to Employee, City may implement such termination as a matter of right without cause, provided that the severance provisions of Section 3(C) shall apply.

C. In the event Employee is terminated by the Mayor pursuant to the provisions of 3(B)(4) of this Agreement, City shall pay Employee a lump sum cash payment equal to six (6) months’ pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to

immediately return to City all the City's property of any kind which may be in Employee's possession.

Section 4. Compensation – Performance Review. The grade range for the position is _____. Upon the effective date of this Agreement, the salary for Employee shall be a monthly salary of _____ (\$_____ - Grade _____, Step _____), which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance evaluation will be conducted jointly by the Employee and City Administrator or Mayor, at least annually and more frequently if required by the City Administrator or Mayor, or if requested by Employee. Employee will be eligible for annual step increases (if the salary range for the Employee's position would allow) on the Employee's anniversary date upon the completion of a satisfactory performance evaluation. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in this Section except by mutual written agreement between the Employee and City. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 5. Hours of Work. Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal office hours. Therefore, Employee will be allowed administrative leave during normal hours subject to approval by the City Administrator or Mayor.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with the Policy Manual and all other related documents.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently eleven (11) days) as identified within the Policy Manual.

C. Vacation. Employee shall accrue vacation leave at Employee's current rate and increase according to City policies.

D. **Medical Benefits.** The City agrees to and shall put into force for Employee, Employee's spouse or domestic partner, and dependent children, and make required payments for medical, dental, vision, life, disability, and other insurance policies in the same manner as provided to other exempt City employees.

E. **Retirement and Deferred Compensation.** Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall pay the City's contribution towards the Employee's federal social security benefits. The City shall make available to the Employee voluntary deferred compensation plans for long-term savings for retirement and shall make contributions to Employee's deferred compensation plans in the same manner as provided to other exempt City employees.

F. **Professional Development.** The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Administrator or Mayor and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses.

G. **Vehicle Use.** The Employee shall have available a City-owned vehicle for use for City business. On those occasions the Employee should need to use Employee's personal vehicle for City business, the Employee will be reimbursed for mileage in accordance with the rates established within the City Personnel/Operating Policies.

H. **Uniforms/Equipment.** Employee shall be furnished the same uniforms and equipment provided to other employees of the department pursuant to the terms of their collective bargaining agreement, and shall be provided replacement uniforms as necessary. Additionally, Employee shall be entitled to all safety equipment, in a good and safe condition for Employee's use while on duty.

I. **Work related expenses.** Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel/Operating Policies. City shall provide and pay for a cell phone for business use only.

Section 7. **Bond.** The City shall bear the full costs of any bonds required of the _____ (title) under any law or ordinance.

Section 8. **Professional Liability.** City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or in Employee's official capacity, provided the incident arose while Employee was

acting within the scope of Employee’s employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee’s service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City’s choosing. In the event that the City Council of the City of Tumwater adopts an indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

Section 9. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee’s performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 8 above.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason, or should any portion of this Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

- 1. City of Tumwater
Mayor’s or City Administrator’s Office
555 Israel Road SW
Tumwater, WA 98501
- 2. _____(Employee): at either
_____Department
555 Israel Road SW
Tumwater, WA 98501

Or
Address on file

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Either party may change the address herein specified by giving written notice of such change to the other party in the manner provided above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this _____ day of _____, 20____.

CITY OF TUMWATER

EMPLOYEE

, Mayor

(Name Printed)

Attest:

Melody Valiant, City Clerk

Approved as to form:

Karen Kirkpatrick, City Attorney