



**CITY COUNCIL  
MEETING AGENDA**

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

**Tuesday, February 21, 2023  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Black History Month, February 2023
- 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 7, 2023
  - [b.](#) Payment of Vouchers (Shelly Carter)
  - [c.](#) Resolution No. R2023-006; City Logo (Ann Cook)
  - [d.](#) Interlocal Agreement Amendment Two with Regional Housing Council (Thurston County, Cities of Lacey, Olympia, Tumwater, and Yelm) for Regional Housing Council Structure (Brad Medrud)
  - [e.](#) Service Provider Agreement with SCJ Alliance for Capitol Boulevard, Israel Road to M Street Design, Amendment 1 (Bill Lindauer)
  - [f.](#) Contract Approval for a 12-Year Multifamily Tax Exemption for the Kingswood Apartments (TUM-22-1630) (Brad Medrud)
  - [g.](#) Real Estate Purchase and Sale Agreements with DJ Properties II, LLC, for 116 Lee Street SE and 109 Ruby Street SE and Lease Agreements for 116 Lee Street SE (Brandon Hicks)
  - [h.](#) Site Lease Agreement with Dish Wireless for the Airport Reservoir (Dan Smith)
  - [i.](#) Lease Payment Allocation Agreement with Dish Wireless for the Airport Reservoir (Dan Smith)
  - [j.](#) Appointment of Blake Chard to the Civil Service Commission and David Nicandri to the Capital Area Regional Public Facilities District Board of Directors (Hanna Miles)
- 7. Council Considerations:**
  - [a.](#) Preliminary Docket for 2023 Comprehensive Plan Amendments (Brad Medrud)
- 8. Committee Reports**

- a. Public Health and Safety Committee (Leatta Dahlhoff)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

**9. Mayor/City Administrator's Report**

**10. Councilmember Reports**

**11. Any Other Business**

**12. Adjourn**

**Hybrid Meeting Information**

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

**Watch Online**

<https://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 884 3633 4605 and Passcode 608981.

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 884 3633 4605 and Passcode 608981.

**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\\_3QliQnv7QAY9QRxhT2GXsQ](https://us02web.zoom.us/webinar/register/WN_3QliQnv7QAY9QRxhT2GXsQ)

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](mailto: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 recording of this meeting will be available within 24 hours of the meeting.

<https://tcmmedia.org/channels.php>

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us). For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us)

# Proclamation

*WHEREAS*, the City of Tumwater proudly embraces the cultural diversity of our community and honors organizations, families, and individuals of African American descent in appreciation of their invaluable contributions that continue to enrich our City, and unite and sustain us as a community; and

*WHEREAS*, in 1915, Dr. Carter G. Woodson, a noted Black scholar and son of former slaves, founded the Association for the Study of African American Life and History and initiated Negro History Week in 1926 to encourage the study of African American history. In 1976, Black History Month was formally adopted to honor and affirm the importance of Black People in American History, advance the cause of civil rights, and to strengthen families, communities, and the nation. Since 1976, every American president has designated February as Black History Month and endorsed a specific theme; and

*WHEREAS*, the Association for the Study of African American Life and History identify the 2023 Black History Month theme, "Black Resistance," and explores how "African Americans have resisted historic and ongoing oppression, in all forms, especially the racial terrorism of lynching, racial pogroms and police killings," since the nation's earliest days; and

*WHEREAS*, observing Black History Month provides opportunities to gain a deeper understanding of African American history and acknowledge the centuries of struggles for equality and freedom; and

*WHEREAS*, the contributions of African Americans are central to society, including civic, economic, professional, medical, scientific, military, and artistic excellence; and

*WHEREAS*, Tumwater was settled by George Bush and his family. Bush was a prominent member of the 1845 settlement party, a frontiersman and successful farmer, who helped establish present-day Tumwater and was the first Black settler to receive a land grant in Washington territory.

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

*February 2023*  
*Black History Month*

and, because of the disparities that continue to plague our society, I call upon the people of the City of Tumwater to continue to eliminate the barriers of equality, recognize and raise their voices to bring about lasting systemic and societal change against racism.

Signed in the City of Tumwater, Washington, and recognized on this 21st day of February in the year, two thousand twenty-three.



*Debbie Sullivan*  
Debbie Sullivan  
Mayor

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
February 7, 2023 Page 1**

**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Parks and Recreation Director Chuck Denney, and Brianna Feller, Community Engagement Specialist

**PUBLIC COMMENT:** There were no public comments.

**CONSENT CALENDAR:**

- a. Approval of Minutes: City Council Worksession, January 10, 2023
- b. Approval of Minutes: City Council, January 17, 2023
- c. Approval of Minutes: City Council Worksession, January 24, 2023
- d. Payment of Vouchers
- e. Ordinance No. O2022-014 – Rental Housing Registration
- f. Resolution No. R2023-003, Surplus Property
- g. Fuel Tax Agreement with the Transportation Improvement Board for Tumwater Boulevard Interchange
- h. Interlocal Agreement with the City of Olympia for Fire Training Center
- i. Interlocal Agreement with the Washington Department of Transportation for Maintenance of Palermo Treatment Lagoon
- j. Reappointment of Brent Chapman and Michael Jackson to the Tree Board

**MOTION:** **Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the consent calendar as published. Motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

*Councilmember Cathey joined the meeting via Zoom at 7:04 p.m.*

**COUNCIL  
CONSIDERATIONS:**

**RESOLUTION NO. R2023-005, BREWMASTER'S HOUSE** Director Denney reported the Brewmaster's House recently experienced a fire caused by arson. The proposal is an emergency resolution to repair the damage.

**EMERGENCY REPAIR AND RESTORATION:** Director Denney shared current photographs of the house. Damage occurred at the rear of the house to three rooms. The first is a basement room containing event supplies and computer/electronic equipment. Directly above the basement room is the back porch. The third story includes a room serving as an office for volunteers to work on archiving materials and information. The fire was started under the deck by a person with a torch



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
February 7, 2023 Page 2**

igniting a plastic pipe covered in silk fabric that eventually spread to the house. Tumwater police officers and firefighters responded quickly closing Deschutes Parkway to the public and controlling the fire. The Fire Department was able to extinguish the fire quickly limiting damage primarily to the three rooms and four doors.

Facilities staff has visited the site, completed some clean up of the site, and secured the house with plywood, as well as securing all doors. The building is secure at this time.

The back porch room was the main area affected by the fire destroying most of the room. The upstairs room sustained damage to furniture and to walls after firefighters removed interior siding to check on the potential spread of fire within the wall cavity. The lower storage room with supplies, equipment, and materials was damaged by fire and water. Staff is evaluating other rooms in the house to assess damage to the structure and existing furniture and stored materials.

Director Denney reported he met with representatives from the Washington Cities Insurance Authority on two different occasions at the house. The house is insured up to \$1 million for both the structure and contents. Repairing the structure should not be too expensive, as it will entail some flooring, joist replacements, and siding replacement. All rooms in the house were affected by smoke from the fire damaging contents, floors, carpets, and some clothing stored within the house. Staff plans to evaluate all contents. The City's photo archive stored in another part of the basement was not affected. Some of the archival materials in the basement have been removed by staff. Staff is seeking alternative storage space for the photo archives. Potential locations include the state archives office or the Schmidt House as offered by the Olympia Tumwater Foundation.

Based on the extent of damage and timeline for assessments, staff anticipates restoring the house at the earliest within nine months.

The Washington Cities Insurance Authority is supporting efforts by staff. Staff contacted Heritage Restoration, a company specializing in restoration of historic structures experiencing fire and smoke damage. Staff has selected the company to assist in preparation of a plan for restoration of the house and a plan for addressing the contents of the house.

Staff requests the adoption of Resolution No. R2023-005, finding the existence of an emergency and ratifying the Mayor's Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration.

Director Denney reported that following approval of the resolution, staff plans to move forward with a service provider agreement approved by the

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
February 7, 2023 Page 3**

City Administrator to conduct an evaluation for repair and restoration of the house.

City Attorney Kirkpatrick reported the statute requires that following approval of the declaration of an emergency, the Council must ratify the declaration and document findings of the resolution. The proposal resolution allows the City Administrator to waive competitive bidding and execute contracts to complete repair and restoration of the house. The cost of the work is unknown at this time; however, the house is covered up to \$1 million by insurance. Should the amount exceed the insurance coverage, staff would seek approval by the Council for any additional funds that might be required.

Councilmember Jefferson asked whether the City has identified the arson suspect. Director Denney said security cameras were installed at the house and video footage was obtained of the suspect, which was forwarded to the police department. The police department was able to arrest the individual who admitted to committing the arson.

Councilmember Althaus requested notification to the Council of any losses of other valuable artifacts that would not be recoverable or salvageable. Director Denney advised that all articles are documented within computer archives and staff will advise the Council of any articles that are deemed non-recoverable.

Director Denney responded to questions about the repairs and explained that the assessment would be the first step to identify the cost to repair prior to pursuing repairs and restorative work.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to adopt Resolution No. R2023-005, finding the existence of an emergency and ratifying the Emergency Declaration and Waiver of Competitive Bidding Requirements for Brewmaster's House Repair and Restoration. Motion carried unanimously.**

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**  
*Leatta Dahlhoff*

The next meeting is on Tuesday, February 14, 2023 at 8 a.m. The agenda includes updates on the K9 Program and South Sound Behavioral Hospital.

**GENERAL  
GOVERNMENT:**  
*Michael Althaus*

The next meeting on Wednesday, February 8, 2023 at 8 a.m. includes discussions on the Regional Housing Council interlocal agreement, Urban Forestry Management Plan Amendments for Tree and Vegetation Preservation regulations, and 2023 Comprehensive Plan Amendments.

**PUBLIC WORKS:**

The February 9, 2023 meeting has been cancelled.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
February 7, 2023 Page 4**

*Eileen Swarthout*

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

There was no meeting and no report.

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

Mayor Sullivan reported on her attendance to the January 27, 2023 Thurston County Realtors Association meeting. She presented a State of the City report.

Mayor Sullivan reported on her attendance to the first meeting of the Executive Advisory Group for the I-5/Marvin Roads to Mounts Road project. Pierce Transit was represented at the meeting. Mayor Sullivan said she recommended to Washington Department of Transportation (WSDOT) representatives that Intercity Transit should be participating because Pierce Transit does not provide service to Thurston County. She also emphasized that the study should be extended to Exit 99 (93<sup>rd</sup> Avenue).

At the last Intercity Transit Authority meeting, members surplused several transit vehicles valued at \$180,000. The surplus vehicles are not available for the agency's van grant program because funds used to purchase the vehicles were federal funds. Members received an update and approved the contract to improve the Martin Way Park and Ride Lot by adding an additional exit. Members approved Part 4 of the Pattison Street Intercity Transit property upgrades comprised of demolishing the former administrative building and upgrading some maintenance facilities. Members conducted elections. Councilmember Swarthout is serving as the representative for Thurston Regional Planning Council (TRPC). Mayor Sullivan will continue to serve representing the City of Tumwater. The Authority received two mobility grants from WSDOT for rear-door boarding for 55 bus stops and a \$6.8 million WSDOT Green Transportation grant for a demonstration project for hydrogen fuel cell buses. The Vanpool Program fee structure has been updated. Ten new van groups formed in January. The Authority received information on the recent action by an Intercity Transit bus driver who saved a person who was lying on the sidewalk by performing CPR. Another bus driver was able to persuade a person not to jump from the freeway overpass on Sleater-Kinney Road.

**COUNCILMEMBER  
REPORTS:**

*Eileen Swarthout:*

Councilmember Swarthout reported on her attendance to the Climate Mitigation Action Steering Committee retreat on January 23, 2023. Staff presented a proposal on implementation of the Climate Mitigation Action Plan. The proposal includes new roles for the parties because of change in conditions when the plan was first adopted. At that time, most of the jurisdictions did not have dedicated full-time staff assigned for climate

**TUMWATER CITY COUNCIL MEETING**  
**MINUTES OF HYBRID MEETING**  
**February 7, 2023 Page 5**

mitigation. Three of the four jurisdictions have since hired staff. The new structure places more responsibility on staff and is less rigid to enable more overlap between the jurisdictions.

At the last TRPC meeting, members discussed the process for evaluation of Executive Director Marc Daily and received a presentation on the Capitol Lake/Deschutes Estuary project. According to the schedule, the 5th Avenue Dam will be removed by 2037.

***Michael Althausen:***

At the last Regional Housing Council (RHC) meeting, Councilmember Cox was elected to serve as Chair and Thurston County Commissioner Mejia was elected to serve as Vice Chair. Members discussed the Southport Financial Services proposal to construct 162 apartment units of permanently affordable housing on the west side of Interstate 5. The organization is seeking a public contribution of approximately \$2.6 million to qualify for low-income housing tax credits through the state's Housing Finance Commission. Should the organization receive the local match, the project could move forward. The City of Olympia has committed approximately \$1.3 million from its Home Fund Account and the RHC directed staff to explore options for committing the balance of the funds. Staff was asked to draft a policy in the event RHC is approached by other organizations to help fund housing projects. Members discussed the RHC interlocal agreement, finalized some spring funding priorities and RFPs, and discussed the RHC advisory boards. Following the last retreat, staff was asked to explore the inclusion of more lived experience within the decision-making process before rendering funding decisions. The RHC is establishing two advisory boards to focus on affordable housing and homelessness. RHC established some membership criteria for both advisory boards.

***Leatta Dahlhoff:***

Councilmember Dahlhoff reported on the delay of radio replacements because of supply chain issues. During the recent Thurston County Communications 911(TCOMM-911) meeting, she learned about the importance of qualified personnel replacing radio equipment as one of the stations experienced a vehicle fire as the radios were being replaced. All Tumwater radios have been replaced.

At the last Thurston County Opioid Task Force meeting, members received information on the January 2023 informational visits regarding naloxone access at 45 pharmacies in Lacey, Olympia, Tumwater, and south Thurston County. The three questions to pharmacy staff (naloxone availability, prescription requirement, and age requirement) resulted in inconsistencies at a majority of the pharmacies about the availability of naloxone kits. Most people are unaware of the Statewide Standing Order allowing anyone to access naloxone at a pharmacy without an individual prescription from a doctor, with no age requirement, and no need to assess for Opioid Use Disorder.

**TUMWATER CITY COUNCIL MEETING**  
**MINUTES OF HYBRID MEETING**  
**February 7, 2023 Page 6**

Councilmember Dahlhoff reported on her recent conversation with a Commissioner from the Thurston Public Utility District (PUD) regarding the district's recent rate increase. She has been receiving many inquiries from neighbors who receive service from the PUD. One Commissioner requested consideration of scheduling a worksession with the Council as many residents in Tumwater rely on the PUD for water service.

***Peter Agabi:***

During the January 25, 2023 meeting of the Thurston Economic Development Council, members were briefed on the intended use of Interstate 5 near Maytown to support an expansive warehouse in the Maytown area. The developer has not submitted a development proposal but wanted to receive feedback. Information was presented on minority business owners in Thurston County and the increase in franchising by minorities.

At the last meeting of the Joint Animal Services Commission, members were informed that current animal shelter piping was not conducive to the level of usage required by the animal shelter. The City of Lacey is required to service the facility each month to clear the pipes, which has not solved the issue of blocked pipes creating backup issues. Members approved a budget amendment of \$115,000 to repair pipes. Members appointed Victoria Smith to fill the open Commission position.

***Angela Jefferson:***

At the January 18, 2023 meeting of the Emergency Medical Services Council, members discussed the current state of healthcare constraints. Today, there is a severe nursing shortage in Thurston County and across the country caused by the explosion in population growth, an increase in 911 demands, hospital demands, and increase in call volume overall. For the first time, over 40,000 calls were documented each year. EMTs are spending up to four hours at local hospitals waiting to unload patients. The longest time for a bed in the emergency room has been nine hours forcing ambulances to remain at hospitals and not able to return to service. The situation is increasing response time with EMS response time dropping to 90%, the minimum acceptable standard for responding to 911 calls. Some initiatives to address the situation include two part-time EMTs stationed at hospital emergency room entrances to assist ambulances in unloading patients. EMTs can monitor and stabilize up to four patients until the hospital can accept the patients. Hospitals are attempting to add 29 more beds.

At the Tumwater HOPES Coalition meeting, members reviewed a new action plan update. Approximately 60% of the programs must be evidence-based. One program, SPORT, which teaches youths to reduce the need to use tobacco is not evidence-based. Members agreed not to adopt the program and plan to replace it with two other programs. Members discussed ways to seek a program on fentanyl use. As the drug is new, programs may be limited. However, it is important for the region to move proactively as the use of fentanyl is increasing in the community and in the county. Members discussed new member outreach and identifying potential partners

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
February 7, 2023 Page 7**

in the community. Some members agreed to place drug-free campus signs at all school entrances.

At the Thurston Regional Law and Justice Council meeting, members discussed the Council's role with Thurston Thrives and the work of the Council's Strategic Planning Subcommittee. Most of the goals of the 2014 plan have been achieved. Next steps include updating the plan. Members discussed formation of a new program based on San Diego's model of a Homeless Court Program (HCP). The model is being adopted across the country for homeless individuals with misdemeanor charges. Approximately 2,600 individuals are waiting to resolve their cases within the criminal justice system. The goal of the program is moving those individuals from homeless situations and providing them with mental health services.

Councilmember Jefferson reported on her participation in addition to Councilmember Schneider and other City staff to the first battle of the billy goat at Tumwater High School. The intent of the event is build community pride, camaraderie, and teamwork over the course of two basketball games between Tumwater High School and Black Hills High School.

***Charlie Schneider:***

Councilmember Schneider reported on Mayor Sullivan's planned presentation at the Old Town Center on Wednesday, February 8, 2023 at 10 a.m. Since the last meeting, he has been on vacation and did not attend any intergovernmental meetings.

***Joan Cathey:***

Councilmember Cathey reported on her attendance to the Regional Housing Council and Solid Waste Advisory Committee meetings. The Regional Housing Council continues to work actively on housing issues within the region.

The next meeting of the Olympic Region Clean Air Agency is Wednesday, February 8, 2023.

Councilmember Cathey plans to attend the next General Government Committee meeting.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 7:50 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: February 21, 2023  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- February 3, 2023 payment of vouchers 172683 to 172761 in the amount of \$462,227.29 and electronic payments 902503 to 902525 in the amount of \$24,466.31;
- January 27, 2023 payment of vouchers 172762 to 172849 in the amount of \$1,762,442.87 and electronic payments 902526 to 902558 in the amount of \$1,452,407.29 and wire payments of \$230,051.19.

2) Background:

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

Vendor	\$	Description
Hoeks Painting LLC	49,986.75	City Hall Interior Painting
AWC Employee Benefit Trust	137,390.00	Monthly Medical/Dental/Vision Premiums
Thurston County	50,449.74	Human Services Fund Contribution
Granite Construction Company	44,232.75	2021 Pavement Maintenance PE#4
Semaphore Corporation	78,022.04	Verkada Cameras for TED/WRS
Thurston County	1,000,000.00	Tumwater v. Mungra Judgement & Decree
Vermeer NW Sales & Srv, Inc	53,052.75	2023 Brush Chipper for Operations
Central Square Tech, LLC	182,409.36	Annual Maintenance, Access, & Subscriptions – Police Technology
LOTT Wastewater Alliance	1,041,843.24	November & December 2022 LOTT Fees Collected
Thurs CO Auditor-Election	36,103.05	2022 Voter Registration Services

\* 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:

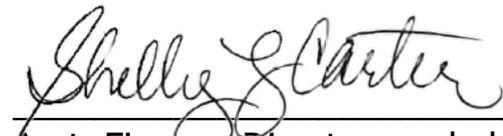
- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval



## 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.

Voucher/Check Nos 172683 through 172761 in the amount of \$462,227.29  
Electronic payment No 902503 through 902525 in the amount of \$24,466.31



Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/03/2023

## 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.

Voucher/Check Nos 172762 through 172849 in the amount of \$1,762,442.87  
Electronic payment No 902526 through 902558 in the amount of \$1,452,407.29  
Wire payments of \$230,051.19

A handwritten signature in cursive script, reading "Shelly Carter", is written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/10/2023

TO: City Council  
FROM: Ann Cook, Communications Manager  
DATE: February 21, 2023  
SUBJECT: Resolution No. R2023-006; City Logo

---

1) Recommended Action:

Adopt Resolution No. R2023-006; regarding approval and implementation of a new City logo. Authorizing the City Administrator, or their designee, to prepare guidelines for implementation and use of the logo. The City Attorney is directed to take necessary actions to protect the logo.

---

2) Background:

The current City logo was adopted by City Council in 1983, and features an image that is historic in its design motif and style with a narrow interpretation of the culture and history of our community as it is seen today.

Staff has recommended the City needs a new logo that makes a strong, positive first impression and differentiates Tumwater from other cities and destinations.

A contemporary logo design demonstrates the City's ability to adapt to changing demographics and cultivates an image of the organization's culture. It allows the public to feel reassured the organization will be proactive in keeping current and will provide the best in services.

Concepts for a new logo were presented to the General Government Committee (GGC) on October 12, 2022. GGC reviewed concepts and discussed logos and brands. GGC recommended that the item move forward for a broader discussion with City Council.

At the November 7, 2022 Council Worksession, there was discussion that conversations with new employees have been interesting regarding the current logo, as it has been identified by them as outdated. A logo should be uniquely recognizable and build on the image(s) that reinforces the City's brand. Several local city logos and other city logos in Western Washington were reviewed for comparison and style. Several concepts for Tumwater were reviewed, and feedback was provided that led to the attached concept. This design builds on the role the historic Brewtower plays in representing the City's history.

That iconic structure has been repeatedly selected by the community to represent the City in numerous building designs and around town (State buildings, City Hall, Fred Meyer, Walgreens, Rotary entrance sign, etc.). In Council discussions, the suggestion was made to include water. Water is included as both a representation of the falls and also as a softening of the building's image.

The attached image was reviewed and supported by Council at the February 14, 2023 Worksession. Should the City find this logo is already protected by another party, staff will return to Council to review.

---

3) Policy Support:

**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 residents, and living connection to its history.

**Beliefs: We Believe in P-E-O-P-L-E**

People: We respect the diverse people that make up the social fabric of our community and strive to be inclusive of all people. We value and seek to strengthen our vibrant neighborhoods that are cornerstones of civic life and community identity. As we pursue our goals and the long-term sustainability of the City organization, we value the contributions and diversity of our staff, support their continued personal and professional growth, and act to retain their expertise for the good of the community.

---

4) Alternatives:

- ☐ Retain the current logo
  - ☐ Revise the proposed logo concept
- 

5) Fiscal Notes:

Costs to finalize artwork for the new logo are \$5,000 and covered in the current Executive Department budget.

Expenditures to transition to a new logo are project-related and included in department budgets, primarily in 2023-24. That transition will primarily happen through attrition at minimal new cost.

---

6) Attachments:

A. Resolution No. R2023-006

**RESOLUTION NO. R2023-006**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington regarding approval and implementation of a new City logo.

**WHEREAS**, the current City logo was adopted by City Council in 1983, and features an image that is historic in its design motif and style with a narrow interpretation of the culture and history of our community as seen today; and

**WHEREAS**, a contemporary logo design demonstrates the City's ability to adapt to changing demographics and cultivates an image of the organization's culture and allows the public to feel reassured that the organization will be proactive in keeping current and will provide the best in services; and

**WHEREAS**, the new design builds on the role that the historic Brewtower plays in representing the City's history. The iconic structure has been repeatedly selected by the community to represent the City in numerous buildings and designs around town and differentiates Tumwater from other cities; and

**WHEREAS**, water is included as both a representation of the falls and also as a softening of the building's image.

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

**Section 1.** The new logo, depicted in the attached **Exhibit A**, is hereby approved. The City Administrator, or their designee, shall prepare guidelines for implementation and use of the logo. The City Attorney is directed to take necessary actions to protect the logo.

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

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

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

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney



**CITY OF**  
**TUMWATER**



**CITY OF**  
**TUMWATER**



**CITY OF**  
**TUMWATER**



**CITY OF**  
**TUMWATER**



**CITY OF**  
**TUMWATER**



**CITY OF**  
**TUMWATER**

TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: February 21, 2023  
 SUBJECT: Interlocal Agreement Amendment Two with Regional Housing Council (Thurston County, Cities of Lacey, Olympia, Tumwater, and Yelm) for Regional Housing Council Structure

1) Recommended Action:

Approve Regional Housing Council Interlocal Agreement Amendment Two

2) Background:

Working together with Thurston County and the cities of Lacey, Olympia, and Yelm, elected officials and staff drafted an interlocal agreement to establish the roles and responsibilities of the Regional Housing Council. The intent of the Interlocal Agreement was to create the Regional Housing Council to aid in efficient and effective decision making related to responding to the homeless and housing affordability crisis.

The City Council approved the original Regional Housing Council Interlocal Agreement for signature by the Mayor at their January 5, 2021 regular meeting. The Agreement created the Regional Housing Council.

Amendment One to the Regional Housing Council Interlocal Agreement was adopted on April 30, 2021. The amendment added clarification and requirements to how the signatories of the Interlocal Agreement would manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds.

Amendment Two is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia.

The General Government Committee was briefed on the proposed amendment at their February 8, 2023 meeting and recommended that it go to City Council consent.

3) Policy Support:

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

4) Alternatives:

- ☐ Take off consent, modify and approve the Regional Housing Council Interlocal Agreement Amendment Two for signature by the Mayor
- ☐ Take off consent and reject the Regional Housing Council Interlocal Agreement Amendment Two



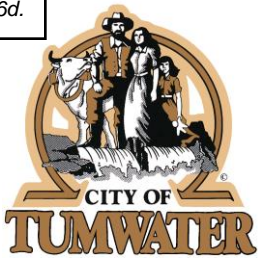
5) Fiscal Notes:

Regional Housing Council participation is an internally funded work program task. Expected City contributions are outlined in the Interlocal Agreement and the Staff Report and consistent with current practice. This agreement commits the City to a goal of making 1406 housing monies available for a regional project.

---

6) Attachments:

- A. Staff Report
- B. Regional Housing Council Interlocal Agreement Amendment Two



## REGIONAL HOUSING COUNCIL

### INTERLOCAL AGREEMENT AMENDMENT TWO

### STAFF REPORT

#### Summary

The intent of Regional Housing Council – Interlocal Agreement Amendment Two is to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia.

#### Proposal

1. Approve the Regional Housing Council – Interlocal Agreement Amendment Two for signature by the Mayor.

#### Background

The City Council has devoted considerable time to discussions addressing homelessness and the lack of affordable housing in Tumwater since 2018.

The primary purpose of the Regional Housing Council is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The Regional Housing Council considers issues specifically related to funding a regional response to homelessness and affordable housing and coordinating existing funding programs. These programs may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, HOME Investment Partnership Program (HOME), Consolidated Homeless Grant (CHG), Housing and Essential Needs (HEN), RCW 82.14.540 (SHB 1406), Community Development Block Grant (CDBG) and other related funding sources such as a regional home fund to help implement the five-year Homeless Crisis Response Plan and increase affordable housing options.

To achieve this purpose, the Regional Housing Council assists in monitoring the implementation of the County's five-year Homeless Crisis Response Plan by setting priorities and making funding decisions on projects and programs that implement the Homeless Crisis Response Plan. Additionally, the Regional Housing Council provides a forum for consideration of policy options related to homelessness and encourages development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

The term of the Interlocal Agreement is five years. The Interlocal Agreement establishes procedures for governance, scope of work, funding, and other related

items for the Regional Housing Council. The Jurisdictions comprising five percent or more of the County population allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) for projects, programs, and activities providing direct support to the Jurisdictions' most vulnerable residents. In addition, the City of Tumwater makes an in-kind contribution of up to 0.25 FTE staff to support the work of the Regional Housing Council.

Amendment One to the Interlocal Agreement was adopted on April 30, 2021. The amendment added clarification and requirements to how the signatories of the Interlocal Agreement would manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds.

In the 2021 Regular Session, the Washington State Legislature approved, and the Governor signed, House Bill 1070 (Chapter 222, Laws of 2020), modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities; amending RCW 82.14.530 and 67.28.180; and declaring an emergency.

The City of Olympia Council passed Ordinance No. 7127 on March 6, 2018, as authorized under RCW 82.14.530 to be used for the Olympia Home Fund to construct affordable and supportive housing and housing-related services, including mental and behavioral health-related facilities, and providing for other matters relating thereto and properly permitted by state law.

The Thurston County Board of Commissioners passed Ordinance No. 16128, on January 26, 2022, as authorized under RCW 82.14.530 to be used for the Thurston County Home Fund to construct affordable and supportive housing and housing-related services, and providing for other matters relating thereto and properly permitted by state law.

Amendment Two is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia.

The General Government Committee was briefed on the proposed amendment at their February 8, 2023 meeting and recommended that it go to City Council consent.

### **Public Approval Process**

The City Council will need to approve Regional Housing Council – Interlocal Agreement Amendment Two for signature by the Mayor.

### **Applicable Revised Strategic Priorities and Goals (December 6, 2022)**

- A. Build a Community Recognized for Quality, Compassion and Humanity*
- 1. Support and advance intergenerational housing opportunities*
  - 2. Implement the Tumwater Housing Action Plan*
  - 4. Support housing stability policies/programs*

**General Government Committee Recommendation**

1. The General Government Committee recommended that the City Council approve the Regional Housing Council – Interlocal Agreement Amendment Two for signature by the Mayor.

**Effects of the Proposed Action**

The Regional Housing Council – Interlocal Agreement Amendment Two will amend the original Regional Housing Council Interlocal Agreement approved by the City Council in January 2021 and amended in April 2021 as noted above.

**Staff Contact**

John Doan, City Administrator  
City of Tumwater Executive Department  
360-754-4120  
jdoan@ci.tumwater.wa.us

Brad Medrud, Planning Manager  
City of Tumwater Community Development Department  
360-754-4180  
bmedrud@ci.tumwater.wa.us

**Amendment Two**  
**INTERLOCAL AGREEMENT FOR**  
**DISSOLVING THE HEALTH AND HUMAN SERVICES COUNCIL, THE COMMUNITY INVESTMENT**  
**PARTNERSHIP, AND CREATING THE REGIONAL HOUSING COUNCIL**

**WHEREAS**, This Interlocal Agreement ("Agreement") was entered into pursuant to the authority of Chapter 39.34 RCW in duplicate originals between the City of Olympia, Washington, a Washington municipal corporation; the City of Lacey, Washington, a Washington municipal corporation; the City of Tumwater, Washington, a Washington municipal corporation; the City of Yelm, Washington, a Washington municipal corporation; and Thurston County, Washington, a Washington municipal corporation; collectively referred to as "Jurisdictions" and individually as "Jurisdiction;" and

**WHEREAS**, Amendment One to this agreement adopted on April 30, 2021, added clarification and requirements to how the signatories of this agreement will manage and make decisions concerning RCW 82.14.540 ("SHB 1406") funds; and

**WHEREAS**, in the 2021 Regular Session, the Washington State Legislature approved, and the Governor signed, House Bill 1070 (Chapter 222, Laws of 2020), modifying allowed uses of local tax revenue for affordable housing and related services to include the acquisition and construction of affordable housing and facilities; amending RCW 82.14.530 and 67.28.180; and declaring an emergency; and

**WHEREAS**, the City of Olympia Council passed Ordinance No. 7127 on March 6, 2018, as authorized under RCW 82.14.530 to be used for the Olympia Home Fund to construct affordable and supportive housing and housing-related services, including mental and behavioral health-related facilities, and providing for other matters relating thereto and properly permitted by state law; and

**WHEREAS**, the Thurston County Board of Commissioners passed Ordinance No. 16128, on January 26, 2022, as authorized under RCW 82.14.530 to be used for the Thurston County Home Fund to construct affordable and supportive housing and housing-related services, and providing for other matters relating thereto and properly permitted by state law; and

**WHEREAS**, the Thurston County Board of Commissioners in Ordinance No. 16128, directed the county manager to a) develop an Interlocal Agreement with the City of Olympia outlining roles, responsibilities, administration, and other requirements related to combining the Sales and Use Tax funds For Housing and Related Services; and (b) work with participating jurisdictions to amend the Regional Housing Council Interlocal Agreement to create an administrative/executive arm to effectively guide the Regional Housing Council on the use of the Sales and Use Tax For Housing and Related Services; and

**WHEREAS**, the City of Olympia Council approved a Resolution of Intent on January 12, 2022, to bring their HOME fund dollars to the Regional Housing Council in coordination with the County's HOME fund to achieve a regional decision making process on these combined funds; and

**WHEREAS**, the City of Tenino approved an additional of one-tenth of one percent on the Sales and Use Tax per RCW 82.14.530, via a Councilmanic action under Ordinance No. 919 on January 11, 2022; and

**WHEREAS**, the Regional Housing Council was created in January 2021 with the primary purpose to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing; and

**WHEREAS**, the Regional Housing Council has developed a strategic framework to create an initial stock of 150-200 Permanent Supportive Housing units which requires additional funding to fully implement; and

**WHEREAS**, a second amendment is needed to create an administrative/executive arm to effectively guide the Regional Housing Council on its recommendations for the use of the Sales and Use tax for Housing and Related services adopted by Thurston County and the City of Olympia; and

**WHEREAS**, upon approval of Amendment Two to this Interlocal Agreement, the terms and conditions of Amendment Two supersedes all previous versions of this Interlocal Agreement; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to share decision making responsibilities related to homelessness and affordable housing in Thurston County; and

**WHEREAS**, the Jurisdictions agree that it is mutually beneficial to collaborate to expand affordable housing options and share the planning for, identification of, and resource allocation to activities and programs intended to support individuals experiencing homelessness in Thurston County; and

**WHEREAS**, the Jurisdictions agree that by collaborating, these activities and programs will be delivered more efficiently and effectively and the costs and impacts of managing them will be shared equitably by the Jurisdictions.

**THEREFORE**, the Interlocal Agreement creating the Regional Housing Council including Amendment One is hereby amended as follows:

**1. Regional Housing Council to Replace Health and Human Services Council.**

The signatories of this agreement hereby agree to dissolve the Health and Human Services Council ("HHSC") and create the Regional Housing Council ("RHC"). All records related to the HHSC shall be preserved by Thurston County. Dissolving the HHSC does not change any prior commitments made by that Council. Any assets remaining with the HHSC are hereby transferred to the RHC.

**2. Purpose of the RHC.**

- A. The primary purpose of the RHC is to leverage resources and partnerships through policies and projects that promote equitable access to safe and affordable housing. The RHC will consider issues specifically related to funding a regional response to homelessness and affordable housing and how to better coordinate existing funding programs, which may include, RCW 36.22.179 (ESSHB 2163) and RCW 36.22.178 (SHB 2060) funds, RCW 36.22.176 (ESSHB 1277) HOME Investment Partnership Program ("HOME"), Consolidated Homeless Grant ("CHG"), Housing and Essential Needs ("HEN"), RCW 82.14.540 (SHB 1406), Community Development Block Grant ("CDBG"), Olympia Home Fund and Thurston County Home Fund, and other related

funding sources to help implement the five-year Homeless Crisis Response Plan (HCRP) and increase affordable housing options.

- B. To achieve this purpose, the RHC may assist in monitoring the implementation of the County's five-year HCRP by setting priorities and making funding decisions on projects and programs that implement the HCRP. Additionally, the RHC may provide a forum for consideration of policy options related to homelessness and to encourage development of regional approaches to planning for, responding to, and funding homeless services and facilities and expanding affordable housing options.

### **3. Term.**

The term of this Agreement shall be effective upon the approval of the last Jurisdiction's governing body, and shall be effective for five years, unless amended pursuant to Section 12 of this Agreement. Prior to commencement, this Agreement shall be filed or posted in accordance with RCW 39.34.040. This Agreement may be extended upon the mutual written approval of the Jurisdictions on an annual basis thereafter.

### **4. Governance.**

- A. The RHC shall consist of one voting member and one alternate member from each of the Jurisdictions which comprise more than 5% of the county population.
- B. Individual Jurisdictions which comprise less than 5% of the county population may participate on the RHC in a non-voting capacity.
- C. One voting member and one alternate member shall be selected by and from the group of Jurisdictions whose population is 5% or less of the county population.
- D. Each Jurisdiction shall send a decision-making member of its staff to support and participate on the RHC in a non-voting capacity.
- E. The chairs of Advisory Boards, as established in Section 9 of this Agreement, and the program manager of the Lead Agency, as established in Section 8 of this Agreement, shall serve in an ex officio capacity and will also participate in the RHC in a non-voting capacity.
  - i. The Vice Chairs of the Advisory Boards created in Section 9.C of this Agreement shall serve as the alternate ex officio members.
  - ii. The Chair and Vice Chair of the Advisory Boards may not be staff employed by an RHC member jurisdiction.
- F. All meetings of the RHC shall be open and public as provided for in Title 42.30 RCW.
- G. A quorum, defined as a minimum of three (3) voting members, is required to hold a meeting.
- H. It is the intent of the RHC to operate based on consensus. If a consensus cannot be

achieved, action by the RHC shall be by vote of those members present. A minimum of three (3) affirmative votes are required to approve an action. Absent voting members cannot delegate their voting authority; however, alternate members shall have full voting rights when the regular member is not present. Non-voting members, decision-making staff (as specified in Paragraph D of this Section), Working Team Chairs, and ex officio members shall not have a vote; however, they are encouraged to participate in committee discussions and deliberations.

- I. If necessary, actions taken by the RHC shall be taken for final consideration and approval to the respective legislative Councils and Commissions.
- J. Officers shall be elected annually by vote of the members. The RHC shall annually elect a chair and vice-chair. Either the chair or vice-chair shall be from the Lead Agency, as described in Section 8 of this Agreement. The duties of the chairs shall be to preside over the RHC meetings and provide a direct link to the RHC with administrative staff of the Lead Agency. The vice-chair will preside over the RHC meeting if the chair is not present and will support the chair in their duties.
- K. Membership of the RHC may only be increased or changed following an affirmative vote of the members of the RHC and by amending this Agreement as provided in Section 12 below.
- L. The RHC may adopt a set of bylaws setting forth the manner in which it will perform its functions.

## 5. **Scope of Work.**

- A. The responsibilities of the RHC SHALL include, but are not limited to:
  - i. Making recommendations to regional elected and appointed leaders on funding decisions related to implementing the five year HCRP and expanding shelter and affordable housing, including but not limited to ESSHB 2163, SHB 2060, ESSHB 1277 funds, HOME, CHG, HEN, SHB 1406, County Home Fund and Olympia Home Fund dollars and other funding sources as may be created or identified in the future.
  - ii. Recommending an annual RHC budget, which shall detail the authorized expenditures for the coming fiscal year, for approval by the governing body of each Jurisdiction. The fiscal year for the RHC shall be July 1 to June 30.
  - iii. Establishing an annual RHC work plan, specifying the activities planned for the coming fiscal year, to accompany the recommended annual budget.
  - iv. Submitting an annual report to the governing body of each Jurisdiction, apprising that Jurisdiction of the tasks undertaken and accomplishments of the RHC in the previous fiscal year.
- B. The responsibilities of the RHC MAY include, but are not limited to:



- i. Monitoring the five-year HCRP and support actions necessary to implement the plan.
- ii. Identifying and supporting projects, programs, and policies that increase shelter and affordable housing throughout the region.
- iii. Identifying and supporting projects, programs, and policies that further the objectives of the HCRP and will reduce the number of unsheltered individuals living in the Jurisdictions.
- iv. Identifying and supporting the construction and operation of supportive housing options and units in the Jurisdictions.

Serving as a regional forum for development and implementation of policies, programs, and projects related to homelessness and affordable housing.

- v. Developing communication protocols to assist local elected officials and the community in understanding the extent and nature of the homeless and housing crisis in the Jurisdictions.
- vi. Considering changes to the organization structure necessary to create organizational capacity to effectively carry out these responsibilities over the long term. This may include a review of role and relationship between the RHC and the HHH, HAT, and other groups playing a role in the housing and homeless policy development and funding decisions.
- vii. Taking other appropriate and necessary action to carry out the purposes of this Agreement, provided that any commitment of resources outside the scope of the annual budget or policies not within the annual work plan shall be subject to the ultimate approval of the governing bodies.

## 6. **Funding.**

- A. Members agree to pool funding including, but not limited to, ESHB 2163, SHB 2060, ESSHB 1277, HOME, CHG, SHB 1406, Human Services Fund (HSF), County Home Fund, Olympia Home Fund, and other related funding sources as may be identified or created in the future to the extent allowed by federal and state law.
- B. The Jurisdictions comprising 5% or more of the County population shall allocate a minimum annual amount equal to not less than one half of one percent of the last full year of general sales and use taxes pursuant to RCW 82.14.030(1) as of the time the jurisdiction is adopting its budget to HSF for projects, programs, and activities providing direct support to our Jurisdictions' most vulnerable residents. For example, the 2020 funding contribution for a jurisdiction adopting its budget in the fall of 2019 would be based upon the 2018 full year of collections. In addition, any jurisdiction may choose to contribute additional funding subject to the approval of its Council and the requirements of the applicable fund source. The funds will be incorporated as part of the RHC's purview. Funds remaining at the end of the calendar year shall be available for expenditure in the following year. The Lead Agency shall earmark

such funds for future expenditures, and, if necessary, budget the same in the adoptive budget for the ensuing year.

- i. The Lead Agency will utilize 10% of the annual required funding contribution by the participating Jurisdictions, pursuant to Section 6.B, above, for administrative costs, such as contract and fiscal management.
  - ii. Jurisdictions that individually comprise less than 5% of the county population shall be exempt from the HSF allocation.
- C. All funds contributed by members of the RHC and any other funds devoted to the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 8, for the period in which the funds are to be expended.
- D. The SHB 2060 surcharge funds will be used as the twenty-five percent (25%) match requirement for HOME entitlement funds.
- E. Unspent funds may be carried over and used in subsequent years to the extent allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
- F. The RHC will make funding recommendations and will serve in an advisory capacity to the BoCC, which have final approval of awards and distribution of grant funding. The BoCC shall give substantial weight and consideration to the recommendations of the RHC. With respect to the HSF and SHB 1406, the BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the RHC.
- G. In the event the BoCC deviates from the funding recommendations provided by the RHC, the BoCC will provide revised recommendations to the RHC for consideration. After the RHC reviews the BoCC revised recommendations, the RHC will submit a final recommendation to the BoCC. The BoCC will assess the recommendations by the RHC and make a final decision.
- H. Jurisdictional allocations of the CDBG fund shall take into consideration the goals, objectives, programs, and projects developed and approved by the RHC.
- I. The Jurisdictions agree to pool SHB 1406 funds received after January 1, 2021, under the following conditions and processes:
  - i. The RHC will determine whether to bond SHB 1406 tax revenue.
  - ii. The Jurisdictions will submit SHB 1406 tax revenue on a quarterly basis to the RHC Lead Agency, which will serve as the contracting agency for pooled SHB 1406 tax revenue.
  - iii. The RHC Lead Agency will abide by SHB 1406 requirements regarding an administrative fee for managing SHB 1406 tax revenue. As of January 2021,

the SHB 1406 legislation does not provide for administrative costs.

- iv. The RHC Lead Agency will coordinate with the Jurisdictions in preparing the required local and state reporting materials.
  - v. The Jurisdictions may not utilize its own SHB 1406 tax revenue prior to adding the funds to the pooled account.
  - vi. SHB 1406 tax revenue and HSF funds collected by the RHC may be returned to local jurisdictions with the approval of the RHC for eligible projects consistent with adopted funding priorities through an annual application process.
- J. With respect to the County Home Fund and Olympia Home Fund revenue, the Interlocal Agreement (ILA) between Thurston County and City of Olympia executed on December 19, 2022, shall be incorporated by reference into this Agreement.

## **7. Contribution.**

- A. Each Jurisdiction that is a member under Section 4.A of this Agreement, shall strive to make an in-kind contribution of up to 0.25 FTE staff to support the work of the RHC. Staff support may include, but is not limited to, participation on Working Teams as defined under Section 9 of this Agreement, tasks identified in the annual work plan required under Section 5.A.c, or tasks to support the operation of the RHC. As needed, Jurisdictions shall discuss dedicating additional staff resources beyond a 0.25 FTE to achieve the annual work plan or to implement special projects.
- B. Costs associated with the operations of the RHC, in excess of the revenues available from program funded administrative allocations, shall be distributed among the Jurisdictions on a pro rata basis using the most recent population figures provided by the State of Washington.
- C. These operational costs may include but are not limited to: staff, office space, furnishing, equipment and supplies, and administrative overhead necessary for the Lead Agency to support the RHC. Where administrative dollars are provided for in the funding source, these funds shall be used to offset operational costs of the RHC to the extent allowed by the funding source. These administrative costs shall be allocated to the Fiscal Agent of the RHC, as described in Section 8 of this Agreement.

## **8. Lead Agency.**

- A. .Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Jurisdictions in administering all contracts and processing all invoices and receipts. Thurston County shall name a program manager who shall be responsible for the operations of the RHC. The task of the program manager will include, but are not limited to: meeting coordination and agenda preparation in consultation with the chair and vice-chair, preparation of meeting minutes, support to develop and implement

the annual work plan, and coordination of the annual request for proposal and award process. The Lead Agency will submit invoices to each Jurisdiction for their share of the costs as identified in Section 6.B.a. The Jurisdiction will remit payment to the Lead Agency no later than 30 days from the date of the invoice.

- B. The Lead Agency may transfer program or administrative funds to a partner jurisdiction to implement specific RHC-approved tasks or programs on an as-needed basis.
- C. The Lead Agency and Fiscal Agent roles shall be revisited every five (5) years throughout the duration of this Agreement.

## **9. Working Teams and Advisory Boards.**

- A. The RHC may use the following staff Working Teams to inform and support the RHC:
  - i. Technical Working Team to provide objective technical feedback regarding project and policy proposals.
  - ii. Communications Working Team to develop clear and coordinated communications around project and policy proposals and funding recommendations.
- B. Each voting member Jurisdiction that is a member under Section 4.A of this Agreement will assign at least one staff member to participate on each Working Team. The RHC may create additional Working Teams or dissolve Working Teams in accordance with Section 4.I of this Agreement.
- C. The RHC shall establish two Advisory Boards comprised of subject matter experts to make recommendations to the RHC on funding priorities, funding awards, and policies for RHC consideration, as appropriate. The RHC shall approve a Charter that guides the membership, operation, and responsibilities of the Boards.
  - i. Affordable Housing Advisory Board. This Board shall have responsibility for federal HOME Investment Partnership, SHB 2060, SHB 1406, County Home Fund, and Olympia Home Fund and other related capital funding sources as may be identified or created in the future. The RHC shall ensure that this Advisory Board is composed of community members, including private sector stakeholders representing the Jurisdictions and that at least one-third (1/3) of members of this Advisory Board are comprised of residents of Olympia, or represent organizations based or located in Olympia.
  - ii. Homeless Services Advisory Board. This Board shall have responsibility for ESHB 2163, ESSHB 1277, CHG, HEN, and HSF and other related services funding sources as may be identified or created in the future. The Homeless Services Advisory Board will make recommendations on any funding designated for homeless services by the RHC from the Thurston County Home

Fund. The RHC recognizes the role of the Homeless Housing Hub (“HHH”) as the local Continuum of Care.

**10. Relationship of the Jurisdictions.**

This Agreement is for the benefit of the Jurisdictions. No separate legal entity is created by this Agreement. No administrator or joint board is created by this Agreement, although a Fiscal Agent and Lead Agency are established by Section 8 herein. No personal or real property is to be jointly acquired or held. Each Jurisdiction is responsible for directing the work of its staff. RHC members may not direct or supervise the work of staff from another Jurisdiction. An RHC chair or vice-chair may coordinate and work with staff from another Jurisdiction to fulfill the responsibilities of the RHC.

**11. Indemnification and Hold Harmless.**

- A. To the extent permitted by law, each Jurisdiction agrees to indemnify, defend, and hold harmless the other Jurisdiction, their officers, officials, employees, agents, and volunteers from and against any and all claims, demands, damages, losses, actions, liabilities, expenses, and judgments of any nature whatsoever, including without limitation, court and appeal costs and attorneys' fees, to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, caused by or arising out of any negligent act, errors, or omissions, of that Jurisdiction, its employees, agents, or volunteers or arising out of, in connection with, or incident to that Jurisdiction's performance or failure to perform any aspect of this Agreement.
- B. The Jurisdictions waive their immunity under the Washington State Industrial Insurance Act, Title 51 RCW, to the extent required by this indemnification and hold harmless provision. Provided, however, the foregoing waiver shall not in any way preclude a Jurisdiction from raising such immunity as a defense against any claim brought against a Jurisdiction by any of the Jurisdiction's respective employees. This waiver has been mutually negotiated by the Jurisdictions.
- C. The provisions of this section shall survive the completion or expiration of this Agreement or termination whether termination is by all Jurisdictions, or by one or more Jurisdictions.
- D. The Jurisdictions agree to support each other in pursuing these purposes and responsibilities and operate in good faith and partnership in carrying them out. Risk and accountability shall be shared to the extent possible by the Jurisdictions.

**12. Amendments.**

This Agreement may be amended as needed by mutual written agreement of all Jurisdictions as executed by each Jurisdiction's authorized governing authority as provided in Chapter 39.34 RCW.

**13. Termination.**

This Agreement may be terminated as to any single Jurisdiction when the terminating Jurisdiction

provides written notice to all other Jurisdictions, as set out in Section 14, at least 60 days prior to its intended withdrawal from this Agreement. The withdrawing Jurisdiction agrees to be responsible for its share of any costs incurred or encumbered pursuant to this Agreement through the remainder of the year of such withdrawal.

**14. Jurisdiction Representative.**

The following are designated as representatives of the respective Jurisdictions. Notice provided for in this Agreement shall be sent to the designated representatives by certified mail to the addresses set forth below. Notice will be deemed received three business days following posting by the U.S. Postmaster.

**City of Lacey**, c/o City Manager, 420 College Street SE, Lacey, WA 98503

**City of Olympia**, c/o City Manager, P.O. Box 1967, Olympia, WA 98507

**City of Tumwater**, c/o City Administrator, 555 Israel Road SW, Tumwater, WA 98501

**City of Yelm**, c/o Mayor, 106 Second St. SE Yelm, WA 98597

**Thurston County**, c/o County Manager, 2000 Lakeridge Drive SW, Olympia, WA 98502

**15. Governing Law and Venue.**

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each Jurisdiction hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action of lawsuit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.

**16. Severability.**

If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the Jurisdictions' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If any provision of this Agreement is in direct conflict with any statutory provision of the state of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

**17. Entire Agreement.**

The Jurisdictions agree that this Agreement, is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.

**18. Non-Waiver of Rights.**

The Jurisdictions agree that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

**19. Equal Opportunity to Draft.**

The Jurisdictions have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any Jurisdiction upon a claim that that Jurisdiction drafted the ambiguous language.

IN WITNESS WHEREOF, the Parties hereto have caused this Interlocal Agreement to be executed by the dates and signature herein under affixed. The persons signing this Interlocal Agreement on behalf of the Parties represent that each has authority to execute this Interlocal Agreement on behalf of the Party entering into this Interlocal Agreement.

**Thurston County**
**City of Lacey**

\_\_\_\_\_  
 Carolina Mejia, Chair of the Board of County  
 Commissioners

\_\_\_\_\_  
 Rick Walk, Acting City Manager

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Approved as to form:  
 JON TUNHEIM  
 PROSECUTING ATTORNEY

Approved as to form:

By:\_\_\_\_\_  
 Deputy Prosecuting Attorney

By:\_\_\_\_\_  
 City Attorney

**City of Olympia**
**City of Tumwater**

\_\_\_\_\_  
 Steven J. Burney, City Manager

\_\_\_\_\_  
 Debbie Sullivan, Mayor

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Approved as to form:

Approved as to form:

By:\_\_\_\_\_  
 City Attorney

By:\_\_\_\_\_  
 City Attorney



## City of Yelm

\_\_\_\_\_  
Joe DePinto, Mayor

\_\_\_\_\_  
Date

Approved as to form:

By: \_\_\_\_\_  
City Attorney

### RHC Interlocal Agreement Version Tracking:

- Original ILA: Executed January 28, 2021
- Amendment #1: Executed April 30, 2021

TO: City Council  
 FROM: Bill Lindauer, Engineering Services Manager  
 DATE: February 21, 2023  
 SUBJECT: Service Provider Agreement with SCJ Alliance for Capitol Boulevard, Israel Road to M Street Design, Amendment 1

---

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the First Amendment to Service Provider Agreement with SCJ Alliance for Capitol Boulevard, Israel Road to M Street Design, which extends the Agreement until June 30, 2023.

---

2) Background:

Improvements to Capitol Boulevard from M Street to Israel Road are listed in the City's 2036 Transportation Master Plan, the City's Transportation Improvement Program, and the Thurston Regional Planning Council Regional Transportation Plan.

This design-only project includes completing various stages of Plans, Specifications and Estimates (PS&E) for the five remaining transportation projects derived from the Capitol Boulevard Feasibility Study. The future projects are estimated at a total cost of \$20 million to \$25 million, and they will substantially reconstruct Capitol Boulevard from Israel Road to M Street.

The proposed amendment requests an extension of time to enable the consultant and City staff to complete design efforts for the project.

---

3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
    - 1. Implement Capitol Boulevard Plan.
- 

4) Alternatives:

- ☐ Do not sign Amendment.
- 

5) Fiscal Notes:

Funds for the project include a \$1,056,000 Pedestrian and Bicycle Program grant administered by Washington State Department of Transportation. Matching funds for the grant are from the Transportation CFP. Funds for design of public utility upgrades are from Water and Sewer CFPs.

---

6) Attachments:

- A. Service Provider Agreement, Amendment 1

**FIRST AMENDMENT  
TO  
SERVICE PROVIDER AGREEMENT  
FOR  
CAPITOL BOULEVARD, ISRAEL ROAD TO M STREET DESIGN**

This First Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Shea, Carr, & Jewell, Inc., dba SCJ Alliance, a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 18, 2021, whereby the SERVICE PROVIDER agreed to provide engineering services ("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 extending the term of the Agreement.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until June 30, 2023.

\*\*\* Signatures on Following Page \*\*\*

## 2. 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:**  
**SCJ ALLIANCE**  
 8720 Tallon Lane SW  
 Lacey, WA 98516-6609  
 UBI No. 602-612-261  
 Phone No. 360-352-1465

Debbie Sullivan  
Mayor

Signature (Notarized – see below)  
Printed Name:  
Title:

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington )  
 ) ss  
County of \_\_\_\_\_)

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

Dated:\_\_\_\_\_

(Signature)  
Notary Public in and for the State of Washington  
My appointment expires

TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: February 21, 2023  
 SUBJECT: Contract Approval for a 12-Year Multifamily Tax Exemption for the Kingswood Apartments (TUM-22-1630)

---

1) Recommended Action:

Approval the contract for the 12-Year Multifamily Tax Exemption for the Kingswood Apartments (TUM-22-1630)

---

2) Background:

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor. In 2019, the City Council approved expanding the 12-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plans. The program includes both an 8-year exemption for providing multifamily housing in the designated areas and a 12-year exemption for development providing a minimum of 20% of units designated for low or moderate-income households.

The City has received an application for the 12-year exemption program for a 181-unit apartment complex providing 37 affordable units at 1450 Odegard Road SW in the Littlerock Road Subarea (TUM-22-1630).

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for The Kingswood Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to the complete the development as outlined in the contract.

The question before the Council is not the approval of the development proposal. It is solely limited to entering into the contract for the exemption in compliance with the City's regulations.

---

3) Policy Support:

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

---

4) Alternatives:

- ☐ None. The applicant has complied with the provisions of the City's ordinance. If the Council desires to reconsider the ordinance, it could do so, but the City Council would be advised to do it independent of this application.

---

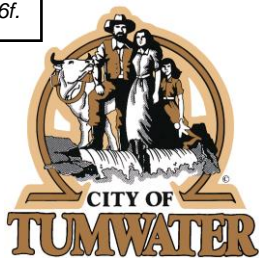
5) Fiscal Notes:

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

---

6) Attachments:

- A. Staff Report
- B. The Kingswood Apartments (TUM-22-1630) MFTE Tax Agreement
- C. The Kingswood Apartments (TUM-22-1630) Exhibit A Application
- D. The Kingswood Apartments (TUM-22-1630) Exhibit B Building Plans



City Hall  
555 Israel Road SW  
Tumwater, WA 98501-6515  
Phone: 360-754-5855  
Fax: 360-754-4138

## Staff Report

Date: February 21, 2023

To: City Council

From: Brad Medrud

Subject: Contract Approval for a 12-Year Multifamily Tax Exemption for the Kingswood Apartments (TUM-22-1630)

---

In 2017, the City Council adopted the Multifamily Housing Tax Exemption program to stimulate desired housing development within key areas of the City, such as the Brewery District and Capitol Boulevard Corridor.

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

In 2019, the City Council approved expanding the 12-Year Multifamily Housing Tax Exemption program to the Town Center and Littlerock Subarea to encourage the development of permanent affordable housing as part of its 2019 Housing Affordability Work Plan.

The City has received an application for the 12-year exemption program for the 181-unit Kingswood Apartments multifamily development located at 1450 Odegard Road SW in the Littlerock Road Subarea (TUM-22-1630).

This memorandum discusses the requirements for the Multifamily Tax Exemption Program application for the 181-unit Kingswood Apartments multifamily development in the Littlerock Road Subarea.

Following the process in TMC 3.30, the Community Development Director has approved the Multifamily Tax Exemption Program application for the Kingswood Apartments. To complete the Conditional Certificate approval process, the applicant must enter into a contract with City that is approved by City Council, under which the applicant agrees to complete the development as outlined in the contract.

## Multifamily Tax Exemption – The Kingswood Apartments Staff Report February 21, 2023

### **MFTE Program Effect on Revenue**

An approved MFTE is a shift in revenue from property tax. When the City Council sets the City's property tax levy, the City levies a total dollar amount that will be collected for City operations. When certain property owners get discounts, such as through the MFTE program, that cost is re-distributed to the other property owners in the City. No matter how many MFTE discounts the City provides, the City still collects the same amount of property tax dollars.

### **Approval Process**

TMC 3.30 *Multifamily Housing Tax Exemptions* establishes the review and approval process for MFTE applications:

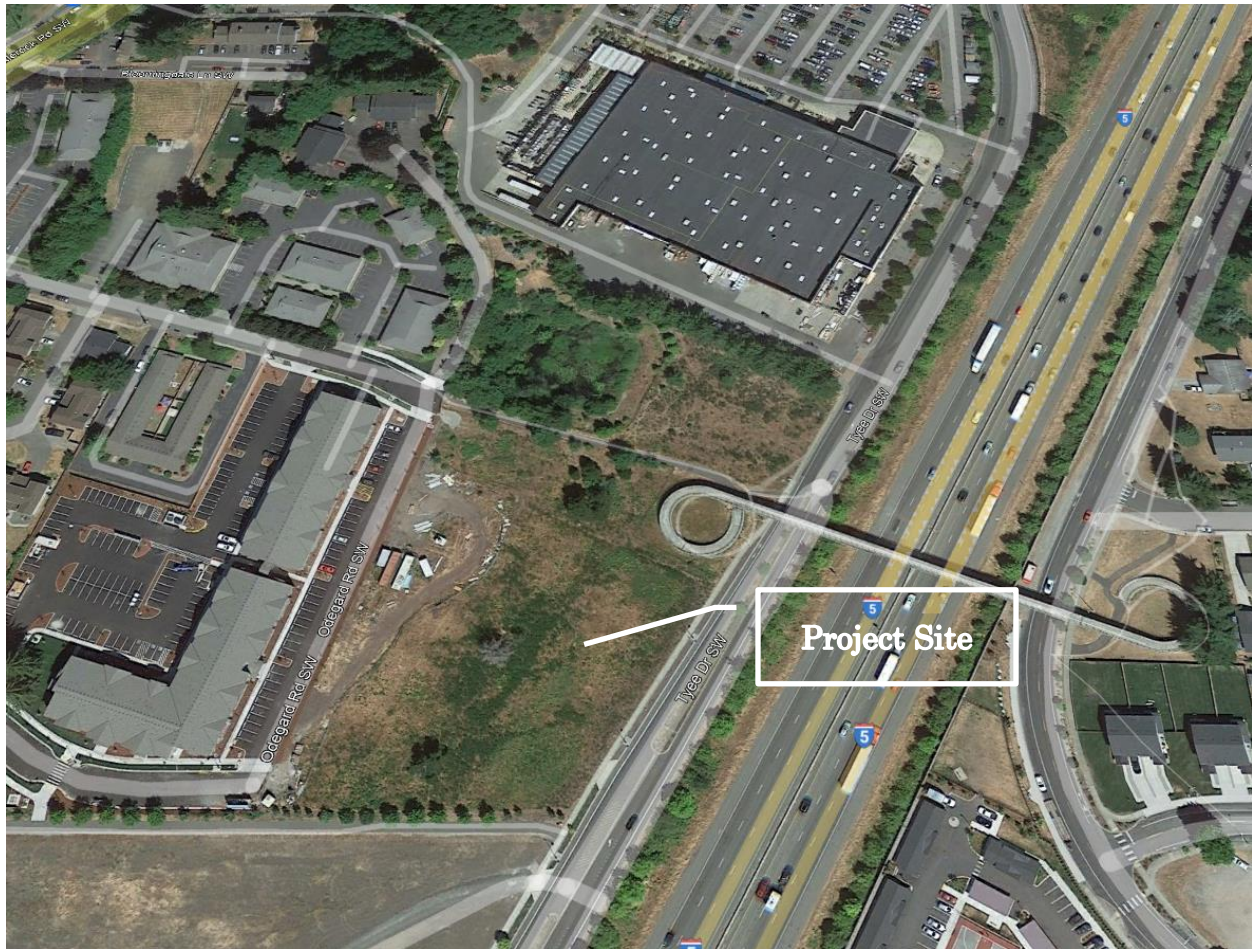
1. An applicant files a complete Conditional Certificate Application with the City.
2. City staff reviews the application.
3. If the application is complete and meets the requirements of TMC 3.30, the Community Development Director approves the Conditional Certificate.
4. To complete the Conditional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

### **The Kingswood Apartments**

- Project Number TUM-22-1630
- 1450 Odegard Road SW, immediately east of the Rockwell Place Apartments
- 181 units of new multifamily housing
- 12-year tax exemption



## Multifamily Tax Exemption – The Kingswood Apartments Staff Report February 21, 2023



### **Target Area and Length of Exemption**

The Kingswood Apartment project is in the Littlerock Road Subarea.

The Kingswood Apartment project (TUM-22-1630) at 1450 Odegard Road SW will provide 181 units of new multifamily housing, 37 units of which would comply with low- to moderate-income levels (80% to 115% of median income) in the Littlerock Road Subarea.

The project will follow the 12-year MFTE requirements below. “Low-income” is defined in TMC 3.30.015 as 80% and under median household income and “moderate-income” as 115% to above 80% of median household income.

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

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

- 1. For eight successive years beginning January 1 of the year immediately following the calendar year of issuance of the certificate. The eight-year duration of exemption applies only for projects in the*

## Multifamily Tax Exemption – The Kingswood Apartments Staff Report February 21, 2023

*Area 1 – Capitol Boulevard Corridor and Area 2 – Brewery District residential target areas; or*

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

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

### **Project Eligibility**

The project meets the following requirements:

1. **Location in the Littlerock Road Subarea** – Confirmed.
2. **Tenant Displacement Prohibited** – Confirmed.
3. **Size** –The project has 181 dwelling units, 37 units of which would comply with low- to moderate-income levels (80% to 115% of median income).
4. **Proposed Completion Date** – The project will need to be completed within three years of application for the MFTE.
5. **Percentage of Units Permanently Affordable** – At least twenty percent of the space in each building will be for permanent residential housing.
6. **Contract with City Approved by City Council** – The applicant must enter into a contract with city approved by City Council. See Attachment B.

### **3.30.050 Project eligibility.**

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

- A. Location. The project must be located within a residential target area as designated in TMC 3.30.030.*
- B. Tenant Displacement Prohibited. The project must not displace existing residential tenants of structures that are proposed for redevelopment. Existing dwelling units proposed for rehabilitation must have been unoccupied for a minimum of twelve months prior to submission of an application and must have one or more violations of the International Property Maintenance Code of the city of Tumwater. Applications for new construction cannot be submitted for vacant property upon which an occupied residential rental structure previously stood, unless a minimum of twelve months has elapsed from the time of most recent occupancy.*
- C. Size. The project must include at least four units of multifamily housing within a residential structure or as part of an urban development. A minimum of four new units must be constructed or at least four additional multifamily units must be added to existing occupied multifamily housing. Existing multifamily housing that has been vacant for twelve months or more does not have to provide additional units so long as the project provides at least four units of new, converted, or rehabilitated multifamily housing.*
- D. Proposed Completion Date. New construction multifamily housing and rehabilitation improvements must be completed within three years from the date of approval of the application.*
- E. Compliance with Guidelines and Standards. The project must be designed to comply with the city's comprehensive plan, building, housing, and zoning codes, and any other applicable regulations in effect at the time the application is approved. The project must also comply with any other standards and guidelines adopted by the city council for the residential target area in which the project will be developed.*
- F. At least fifty percent of the space in a new, converted, or rehabilitated multiple unit must be for permanent residential housing. In the case of existing occupied multifamily development, the multifamily housing must also provide for a minimum of four additional multifamily units. Existing multifamily vacant housing that has been vacant for twelve months or more does not have to provide additional units.*

Multifamily Tax Exemption – The Kingswood Apartments Staff Report  
February 21, 2023

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

### **Application Procedure**

For the proposed project, prior to April 1 of any year, the applicant must submit a complete application that includes the following:

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

#### ***3.30.060 Application procedure.***

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

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

*B. A complete application shall include:*

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

*[...]*

### **Application Review**

Within 90 days of submittal of a complete application, the Community Development Director determined the project meets the approval criteria.

#### ***3.30.070 Application review and issuance of conditional certificate.***

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

Multifamily Tax Exemption – The Kingswood Apartments Staff Report  
February 21, 2023

- A. *Approval. The director may approve the application if he/she finds that:*
1. *A minimum of four new units are being constructed or in the case of occupied rehabilitation or conversion a minimum of four additional multifamily units are being developed;*
  2. *If applicable, the proposed multi-unit housing project meets the affordable housing requirements as described in RCW 84.14.020;*
  3. *The proposed project is or will be, at the time of completion, in conformance with all local plans and regulations that apply at the time the application is approved;*
  4. *The owner has complied with all standards and guidelines adopted by the city under this chapter; and*
  5. *The site is located in a residential targeted area of an urban center that has been designated by the city council in accordance with procedures and guidelines of this chapter.*
- B. *Before application approval the applicant shall enter into a contract with the city, approved by the city council, regarding the terms and conditions of the project. After city council approval of the contract, and director approval of the application, the director shall issue a conditional certificate of acceptance of tax exemption. The conditional certificate expires three years from the date of approval unless an extension is granted as provided in this chapter.*
- C. *Denial. The director shall state in writing the reasons for denial and shall send notice to the applicant at the applicant's last known address within ten calendar days of the denial. An applicant may appeal a denial to the city council within thirty days after receipt of the denial. The appeal before the governing authority must be based upon the record made before the administrative official with the burden of proof on the applicant to show that there was no substantial evidence to support the administrative official's decision. The decision of the governing body in denying or approving the application is final.*

### **Application for Final Certificate**

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

#### ***3.30.090 Application for final certificate.***

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

Multifamily Tax Exemption – The Kingswood Apartments Staff Report  
February 21, 2023

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

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

### **Issuing Final Certificate**

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

#### ***3.30.100 Issuance of final certificate.***

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

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

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

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



**MULTIFAMILY HOUSING  
LIMITED PROPERTY TAX EXEMPTION AGREEMENT**

8-YEAR (      )

12-YEAR (   X   )

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Fourth Street Housing, LLC, hereafter referred to as “Applicant” and the City of Tumwater, Washington, a municipal corporation hereinafter referred to as the “City”.

**WITNESSETH:**

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

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

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

**WHEREAS**, Applicant is interested in receiving a limited property tax exemption for constructing 181 units of new multifamily housing, 37 units of which would comply with low to moderate income levels (80% to 115% of median income in the Littlerock Road District Subarea; and

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

**WHEREAS**, Applicant has submitted to the City preliminary site plans and floor plans for new multifamily residential housing to be constructed on property situated approximately at 1450 Odegard Road SW and described more specifically as follows:

Fourth Street Housing, LLC's The Kingswood Apartments (TUM-22-1630)

County Assessor's Parcel Number: 12703240100

Legal Description: Section 3 Township 17 N Range 2 W Willamette Median, Parcel C of BLA #7244 as recorded under Auditor's File Number 9107150153; excepting therefrom that portion dedicated to the City of Tumwater by Deed recorded under Auditor's File Number 4513690.

Street Address: 1450 Odegard Road SW

Herein referred to as the "Site", and

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

- A. Fourth Street Housing, LLC's The Kingswood Apartments Application
- B. Building Plans

; and

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

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

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



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

approval of a final certificate of tax exemption, the City shall file the final certificate with the Thurston County Assessor and provide a copy to the Applicant. The Applicant shall cause this Agreement to be recorded in the real property records of Thurston County, Washington. The Applicant shall pay all fees and charges incurred in connection with such recording and shall provide the City with a copy of the recorded document.

8. Applicant shall, within thirty (30) days following the first anniversary of the City's filing of the final certificate of tax exemption and each year thereafter for a period of \_\_\_\_ eight (8) years or X twelve (12) years, file a notarized declaration with the City indicating the following:
  - A. A statement of occupancy and vacancy of the multifamily units during the previous year;
  - B. A certification that the Site continues to be in compliance with this Agreement and TMC Chapter 3.30 and, if applicable, that the Site has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;
  - C. A description of any subsequent improvements or changes to the Site;
  - D. The total monthly rent by unit;
  - E. The income of each renter household at the time of initial occupancy; and
  - F. Any additional information requested by the city in regards to the units receiving a tax exemption.
9. City staff may also conduct on-site verification of the declaration referenced in Section 8 above.
10. Failure to submit the annual declaration in Section 8 above shall result in a review of the exemption per TMC 3.30.120.
11. If, during the term of any final certificate of tax exemption, Applicant converts to another use any of the new multifamily residential housing units constructed under this Agreement, Applicant shall notify the Thurston County Assessor and the City within sixty (60) days of such change in use. The City may, in its sole discretion, revoke and cancel the final Certificate of tax exemption effective on the date of Applicant's conversion of any of the multifamily residential housing units to another use. The Applicant hereby

covenants and agrees not to sell, transfer, or otherwise dispose of the project or any portion thereof without first providing a written statement executed by the purchaser that the purchaser understands the Applicant's duties and obligations under this Agreement and will enter into an agreement with the City for the continuation of those obligations. Such notice must be received by the City at least ten (10) working days prior to the close of escrow.

12. Applicant shall notify the City promptly of any transfer of Applicant's ownership interest in the Site or in the improvements made to the Site under this Agreement.
13. In addition to any other powers reserved to the City by law, the City may, in its sole discretion, cancel the final certificate of tax exemption should Applicant, its successors and assigns, fail to comply with any of the terms and conditions of this Agreement or for any other reason no longer qualifies for an exemption.
14. Notice and Appeal. Upon determining that a tax exemption is to be canceled, the City will notify the Applicant by mail, return receipt requested, of the determination to cancel the exemption. Pursuant to TMC 3.30.120, the Applicant may appeal the determination to the City hearing examiner within thirty (30) days by filing a notice of appeal with the city clerk, which notice must specify the factual and legal basis on which the determination of cancellation is alleged to be erroneous. The hearing examiner will affirm, modify, or repeal the decision of cancellation of exemption based on the evidence received. An aggrieved party may appeal the decision of the hearing examiner to the Thurston County superior court.
15. If the exemption is canceled for non-compliance, the Applicant acknowledges that state law requires that an additional real property tax is to be imposed in the amount of: (1) the difference between the tax paid and the tax that would have been paid if it had included the value of the non-qualifying improvements, dated back to the date that the improvements became non-qualifying; (2) a penalty of twenty percent (20%) of the difference calculated under subsection (1) of this paragraph; and (3) interest at the statutory rate on delinquent property taxes and penalties, calculated from the date the tax would have been due without penalty if the improvements had been assessed without regard to the exemptions provided by Chapter 84.14 RCW and Chapter 3.30 TMC. The Applicant acknowledges that, pursuant to RCW 84.14.110, any additional tax owed, together with interest and penalty, become a lien on that portion of the property on which the improvements are constructed and attach at the time the portion of the Site is removed from multifamily use or the amenities no longer meet applicable requirements,

and that the lien has priority to and must be fully paid and satisfied before a recognizance, mortgage, judgment, debt, obligation, or responsibility to or with which the Site may become charged or liable. The Applicant further acknowledges that RCW 84.14.110 provides that any such lien may be foreclosed in the manner provided by law for foreclosure of liens for delinquent real property taxes. An additional tax unpaid on its due date is delinquent. From the date of delinquency until paid, interest must be charged at the same rate applied by law to delinquent ad valorem property taxes.

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

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

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

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

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

City:

City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

Applicant:

Forth Street Housing, LLC  
PO Box 159  
Arlington, WA 98223

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Signature

Name Printed: Glenn Wells

Title: Principal

Approved as to form:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

State of Washington

County of \_\_\_\_\_

This record was acknowledged before me on \_\_\_\_\_ by  
\_\_\_\_\_.as \_\_\_\_\_.of  
\_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Notary Public in and for the State of Washington.

My appointment expires \_\_\_\_\_.

Date:\_\_\_\_\_

State of Washington

County of Thurston

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

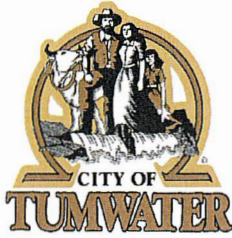
Dated:\_\_\_\_\_

\_\_\_\_\_  
(Signature)

Notary Public in and for the State of Washington.

My appointment expires \_\_\_\_\_.

## Exhibit "A"



**CITY OF TUMWATER**  
 555 ISRAEL RD. SW, TUMWATER, WA 98501  
 (360) 754-4180  
 Email: [cdd@ci.tumwater.wa.us](mailto:cdd@ci.tumwater.wa.us)  
 TAX EXEMPTION ON MULTI-FAMILY UNITS  
 WITHIN A DESIGNATED RESIDENTIAL  
 TARGET AREA  
**APPLICATION FOR A CONDITIONAL  
 CERTIFICATE**

TUM -22-  
 1630

Alex  
 RCVD BY

DATE STAMP



LEGAL OWNER: Fourth Street Housing, LLC Email: glennwellsarchitect@gmail.com  
 Mailing Address PO Box 159 Arlington WA 98223 Phone: (360) 239-5971  
 APPLICANT: Glenn Wells Email: Same as above  
 Mailing Address 324 West Bay Dr ste 214 Olympia WA 98502 Phone: (360) 239-5971  
 AGENT: NA Email: \_\_\_\_\_  
 Mailing Address \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**PROJECT INFORMATION**

PROPERTY ADDRESS: 1450 Odegard Rd SW  
 PARCEL #: 12703240100 PROJECT NAME: The Kingswood  
 LEGAL DESCRIPTION: See attached

**RESIDENTIAL TARGET AREA WHERE PROJECT WILL BE LOCATED:**

- 8 OR 12 YEAR TAX CREDIT: ☐ CAPITOL BOULEVARD CORRIDOR  
☐ BREWERY DISTRICT  
 12 YEAR TAX CREDIT ONLY: ☐ TUMWATER TOWN CENTER  
☒ LITTLE ROCK ROAD SUBAREA

INTEREST IN PROPERTY: ☐ FEE SIMPLE ☐ CONTRACT PURCHASE ☐ OTHER

**DESCRIPTION OF THE PROJECT, INCLUDING USES OF ALL PROPOSED BUILDING AND ON-**

SITE AMENITIES: New 5 story, 181 residential units with 199 surface parking stalls and 12 street stalls. There is 27,200 SF of active and passive open space, which includes a rooftop garden terrace, fitness room, lounge, sports court and BBQ area.

TOTAL NUMBER OF DWELLING UNITS PROPOSED: 181

NUMBER OF UNITS: EXISTING EMPTY: 0 EXISTING OCCUPIED: 0

\*\* IF EXISTING UNITS ARE VACANT, DATE LAST OCCUPIED: \_\_\_\_\_

\*\* AFFIDAVIT OF VACANCY MUST BE ATTACHED\*\*

TERM OF TAX EXEMPTION REQUESTED: ☐ 8 YEAR TAX CREDIT OR ☒ 12 YEAR TAX CREDIT

NUMBER OF UNITS FOR WHICH A TAX EXEMPTION IS REQUESTED: 37



(Must be 4 or more)

EXPECTED START DATE: 1/15/23EXPECTED COMPLETION DATE: 12/15/24

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

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

COMPLETE THE FOLLOWING TABLE:

PROPOSED DWELLING UNITS	STUDIO	1-BR	2-BR	3-BR+	TOTAL UNITS
NUMBER OF INCOME-RESTRICTED UNITS	<u>19</u>	<u>14</u>	<u>4</u>	<u>0</u>	<u>37</u>
NUMBER OF MARKET-RATE UNITS	<u>62</u>	<u>63</u>	<u>19</u>	<u>0</u>	<u>144</u>
AVERAGE MONTHLY RENT (INCOME-RESTRICTED)	<u>1650</u>	<u>1850</u>	<u>2100</u>	<u>0</u>	_____
AVERAGE MONTHLY RENT (MARKET-RATE)	<u>1750</u>	<u>1950</u>	<u>2250</u>	<u>0</u>	_____
AVERAGE UNIT SIZE (SF)	<u>511</u>	<u>614</u>	<u>863</u>	_____	_____
DEVELOPMENT COST PER UNIT	<u>114,970</u>	<u>138,150</u>	<u>194,180</u>	_____	_____
NUMBER OF UNITS VACANT FOR 12 MONTHS OR MORE*	<u>NA</u>	_____	_____	_____	_____
NUMBER OF UNITS THAT ARE CURRENTLY OCCUPIED*	<u>NA</u>	_____	_____	_____	_____

\* COMPLETE IF APPLICANT WILL REHABILITATE EXISTING UNITS

TOTAL SITE AREA: 114,044 PROPOSED DENSITY: 69 units/acrePERCENTAGE OF SPACE FOR PERMANENT RESIDENTIAL HOUSING: 0NON-RESIDENTIAL FLOOR AREA: 0

DESCRIBE BUILDING USE AND SQUARE FEET INTENDED FOR EACH USE: \_\_\_\_\_

100% residential units and tenant amenities and building infrastructurePROJECTED COST OF CONSTRUCTION / REHABILITATION: \$ 28,000,000PROPERTY ACQUISITION COST \$ 1,600,000ESTIMATED TOTAL PROJECT COST: \$ 32,000,000SOURCE OF COST ESTIMATE: Previous projects and inflation allowancesEXPECTED DATE TO START PROJECT: 1/15/23PROPOSED COMPLETION DATE: 12/15/24

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

PROPOSED DWELLING UNITS	STUDIO	1-BR	2-BR	3-BR+	TOTAL UNITS
NUMBER OF INCOME-RESTRICTED UNITS	19	14	4	0	37
NUMBER OF UNITS AT OR BELOW 80% AMI (LOW-INCOME)	0	0	0	0	
AVERAGE RENT FOR LOW-INCOME UNITS	0	0	0	0	
NUMBER OF UNITS AT OR BELOW 115% AMI (MODERATE-INCOME)	19	14	4	0	37
AVERAGE RENT FOR MODERATE-INCOME UNITS	1650	1850	2100	0	

**STATEMENT OF POTENTIAL TAX LIABILITY**

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

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AFFIRMATION**

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

OWNER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

**A COMPLETE APPLICATION SHALL INCLUDE:**

1. A completed City of Tumwater application setting forth the grounds for the exemption;
2. Preliminary floor and site plans of proposed project;

3. A statement acknowledging the potential tax liability when the project ceases to be eligible under this chapter;
4. Verification by oath or affirmation of the information submitted;
5. If the project is to rehabilitate existing units and if the units are occupied, provide a statement of how will the applicant provide existing tenants with relocation assistance;
6. If mixed use project, provide detail on residential and non-residential parking area.

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

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

### SUMMARY OF PROCESS STEPS

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



property owner shall file a notarized declaration with the director indicating the following:

- a. A statement of occupancy and vacancy of the multifamily units during the previous year;
- b. A certification that the property continues to be in compliance with the contract with the City and this chapter and, if applicable, that the property has been in compliance with the affordable housing requirements as described in RCW 84.14.020 since the date of the approved certificate;
- c. A description of any subsequent improvements or changes to the property; and
- d. Any additional information requested by the City in regards to the units receiving a tax exemption.
- e. City staff may also conduct on-site verification of the declaration.
- f. Failure to submit the annual declaration shall result in a review of the exemption per TMC 3.30.120.

### PROJECT ELIGIBILITY CHECKLIST

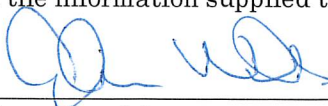
The proposed project:

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

#### (FOR CITY USE)

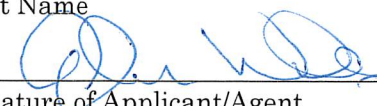
- ☐ Building is in a Multi-Family Tax Exemption Target Areas
- ☐ Building is not in compliance with the City's Minimum Housing Code
- ☐ Required Preliminary Plans are attached:    ☐ Plans    ☐ Site Plan    ☐ Floor Plan
- ☐ \$100 application fee received

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

  
Signature of Owner

11-9-22  
Date

GLENN WEISS  
Print Name

  
Signature of Applicant/Agent

11-9-22  
Date

GLENN WEISS  
Print Name

## THE KINGSWOOD 12 YEAR TAX EXEMPTION NARRATIVE

November 7, 2022

The Kingswood is a five-story, 181 unit apartment building located at 1450 Odegard Road SW. The unit mix is as follows:

(23) 2 bedroom/2bath

(77) 1 bedroom

(81) Studios

Total: 181 residential units

The estimated average rents including utilities (PSE power, water, hot water, sewer and garbage) are as follows:

2 bedroom unit: \$2,100 (81% of median income for 4 persons).

1 bedroom unit: \$1,850 (89% of median income for 2 persons).

Studios: \$1,650 (91% of median income for 1 person).

The 2022 HUD Thurston County median income and rent estimates including utilities:

Family of 4:  $\$103,300 \times .3 = \$30,990/12 = \$2,582$

Family of 2:  $\$82,851 \times .3 = \$24,855/12 = \$2,071$

Family of 1:  $\$72,463 \times .3 = \$21,739/12 = \$1,812$

Estimated income of households assuming 30% of income including utilities:

2 bedroom unit:  $\$103,300 \times .81 = \$83,673$

1 bedroom unit:  $\$82,851 \times .89 = \$74,469$

Studio:  $\$72,463 \times .91 = \$65,941$

Estimated income of households based on 3 times rent w/o utilities:

2 bedroom:  $\$1,950 \times 3 = \$5,850/\text{month}$

1 bedroom:  $\$1,700 \times 3 = \$5,100/\text{month}$

Studio:  $\$1,500 \times 3 = \$4,500/\text{month}$

The property manager will ensure compliance by tracking the following information on the targeted units:

Affordability limit (%)

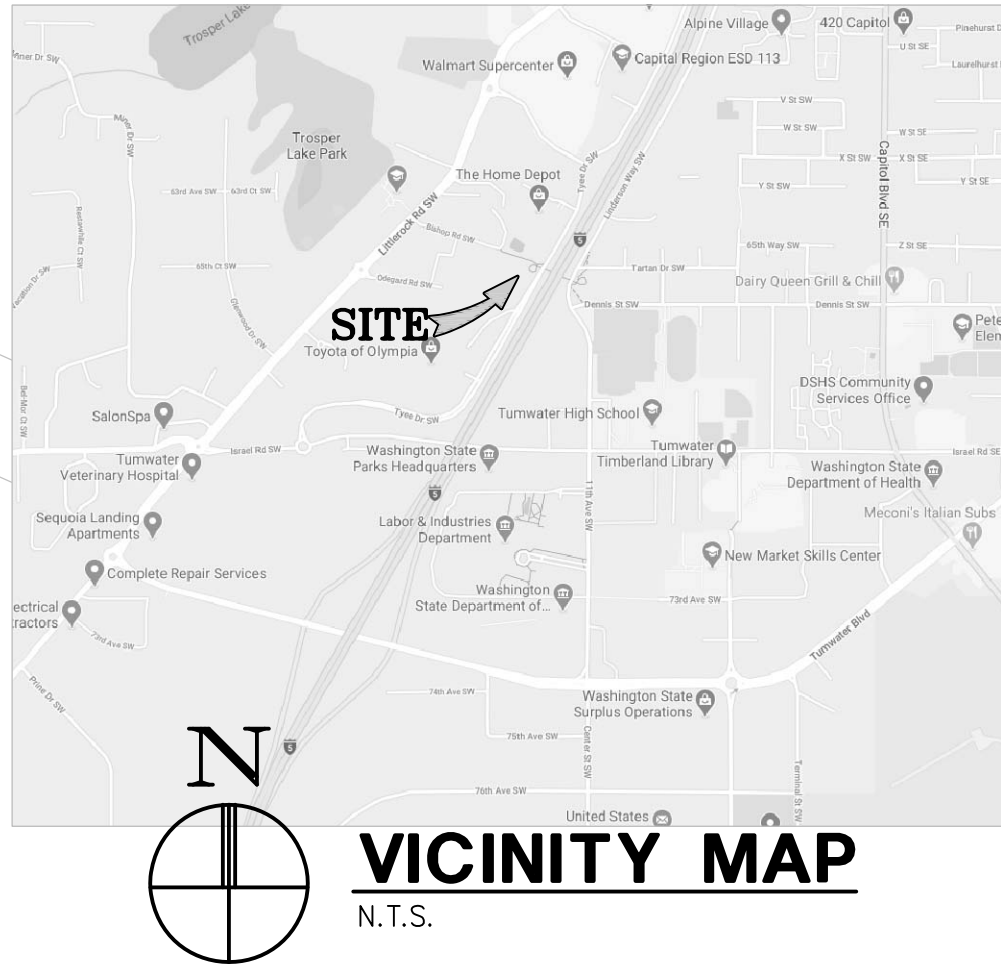
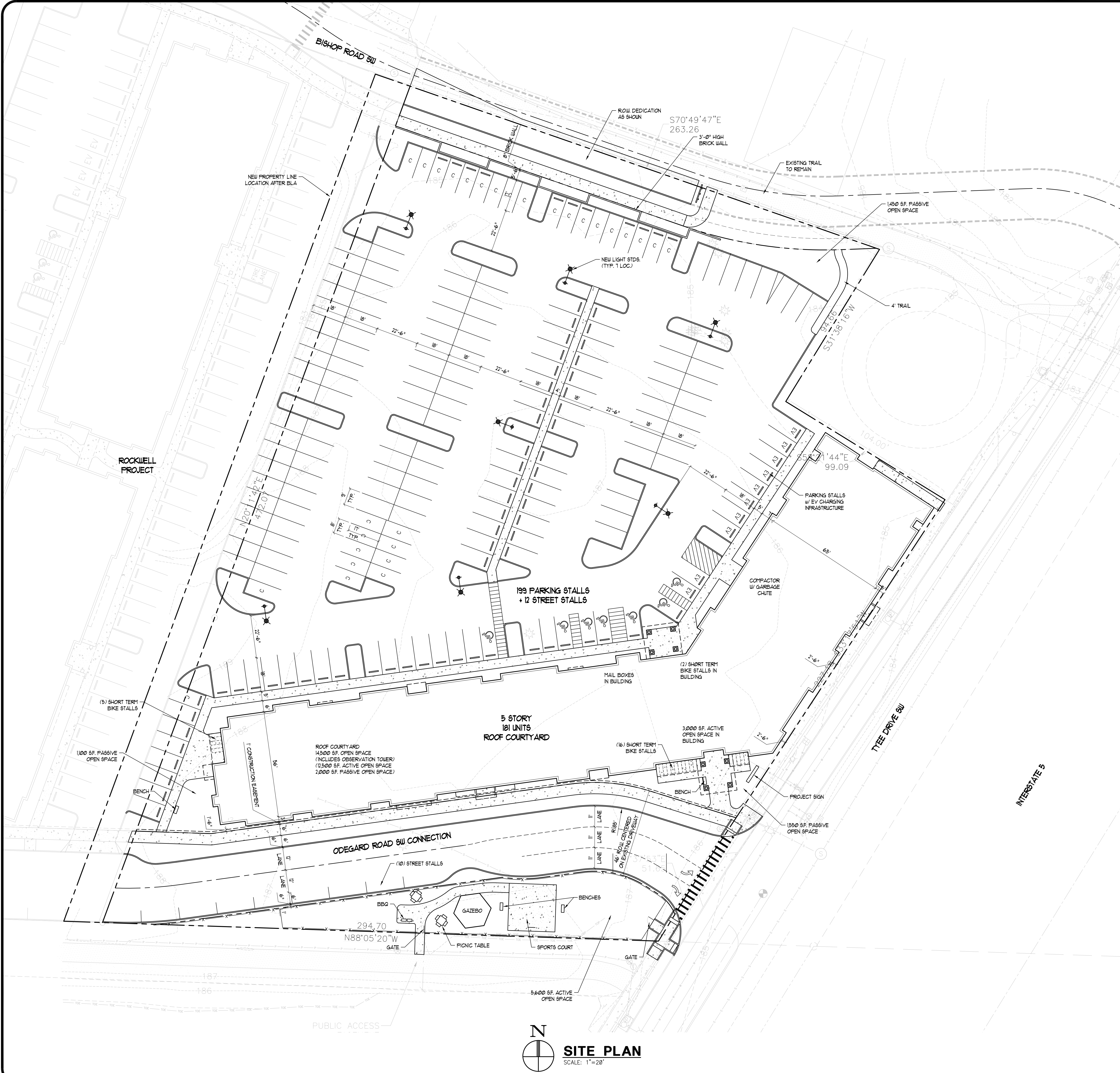
Size of family

Family income

The Owner acknowledges that noncompliance with this program would result in a property tax liability and hereby commits to conform to all aspects of RCW 84.14.010 as it pertains to the 12-year tax exemption program.

It is anticipated that construction will commence at the first of the year, 2023. The applicant will fully comply with the City of Tumwater's Multifamily Housing Limited Property Tax Exemption Agreement stated in 3.30 TMC, including the yearly notarized declarations stating occupancy and vacancy, a certificate that the site continues to be in compliance, a description of any subsequent improvements or changes to the site, the income of each renter and any additional information requested by the city.





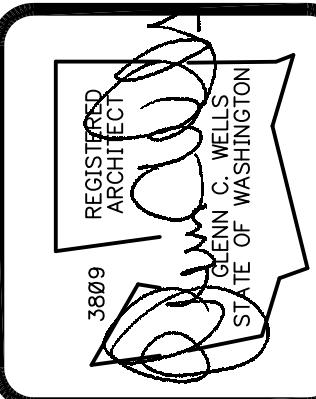
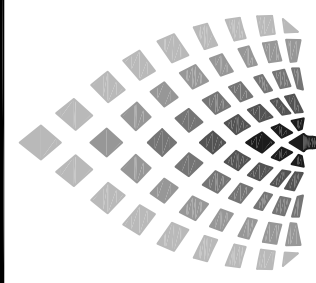
GENERAL DATA

	ACTUAL:	CODE REQ'D:	ROW DEDICATION:
PARCEL NUMBER:	1703240100		
LEGAL:	SECTION 3, TOWNSHIP 11 N, RANGE 2 W WM.		
OWNER:	FOURTH STREET HOUSING, LLC		
APPLICANT:	FOURTH STREET HOUSING, LLC		
	PO BOX 189		
	ARLINGTON, WA 98723		
WATER:	CITY OF TUMWATER		
SEWER:	CITY OF TUMWATER		
ZONE:	MU		21,471 SF.
TOTAL SITE AREA:	135,191 SF.		
REMAINING SITE AREA:	114,044 SF.		
BUILDING FOOTPRINT:	25,844 SF.		
TOTAL BUILDING AREA:	132,342 SF.		
FIRST FLOOR:	25,844 SF.		
FIRST FLOOR CANOPIES:	1,222 SF.		
SECOND FLOOR:	25,915 SF.		
THIRD FLOOR:	25,954 SF.		
FOURTH FLOOR:	25,954 SF.		
FIFTH FLOOR:	25,633 SF.		
ROOF:	1860 SF.		
BUILDING HEIGHT:	55'-8" OK w/ SOLAR STUDY	50' OR 5 STORIES MAX.	
SET BACKS ZONE MU:	4'-6"	NO MIN. FRONT YARD	
	1'-6"	NO MIN. SIDE YARD	
	17'-0"	NO MIN. REAR YARD	
FIRE SPRINKLER:	YES - NFPA 13		
FIRE ALARM:	YES		
OCCUPANCY:	R-2		
TYPE OF CONSTRUCTION:	VA w/ STAIR PRESSURIZATION		
CODE:	2018 IBC		
TOTAL LANDSCAPING:	17,384 SF. (15.2%)	17,107 SF. (15%) MIN.	5,237 SF.
PAVING AREA:	64,435 SF.		12,753 SF.
TOTAL IMPERVIOUS AREA:	96,660 SF. (84.8%)	96,337 SF. (85%) MAX.	15,910 SF.
TOTAL UNITS:	(181) UNITS + (10) STORAGE UNIT		
UNIT MIX:	(41) STUDIO (40) STUDIO w/ DEN (68) 1 BEDROOM (9) 1 BEDROOM w/ DEN (79) 2 BEDROOM (4) 2 BEDROOM w/ DEN		
OPEN SPACE:	27,200 SF.	181 x 150' = 27,150 SF. REQUIRED	
ACTIVE OPEN SPACE:	21,000 SF.		
PASSIVE OPEN SPACE:	6,100 SF.		
PARKING:	TOTAL 199 STALLS 110 STANDARD STALLS 42 STREET STALLS 29 COMPACT STALLS (15%) EV INFRASTRUCTURE (199 x 25' = 10 STATIONS)	198 STALLS REQUIRED	
PARKING CALCULATION:	(181) STUDIOS, 1 BEDROOM + 2 BEDROOM x 1 STALL = 181 STALLS (PROJECT IS WITHIN 1/2 MILE OF TRANSIT STOP) + 1 GUEST FOR EVERY 10 UNITS = 18 STALLS 198 STALLS REQUIRED < 199 OK	15% MAX.	
BIKE PARKING:	SHORT TERM: LONG TERM:	181 UNITS / 4 = 45 x 25' = 23 STALLS 181 UNITS / 4 = 45 + 22 = 67 STALLS REQUIRED 181 LONG TERM STALLS PROVIDED (1 STALL IN EACH UNIT)	
FAR CALC:	130,491 / 114,044 = 114		
DENSITY:	181 UNITS / 262 ACRES = 69 UNITS / ACRE OK	MIN. 14 UNITS / ACRE	

**SITE PLAN**  
SCALE: 1"=20'

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

**GLENN  
WELLS  
ARCHITECT**



city issue:	09-28-22
revisions:	07-22-22

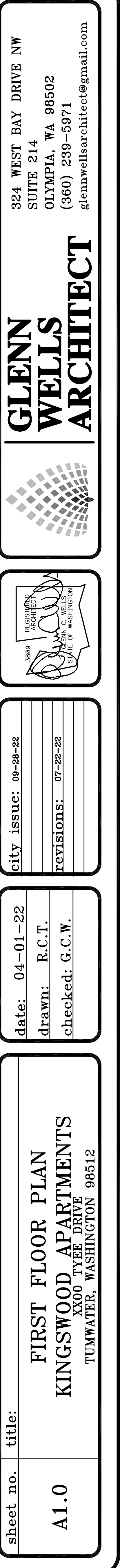
date:	04-01-22
drawn:	R.C.T.
checked:	G.C.W.

**SITE PLAN**  
**KINGSWOOD APARTMENTS**  
XX00 TYEE DRIVE  
TUMWATER, WASHINGTON 98512

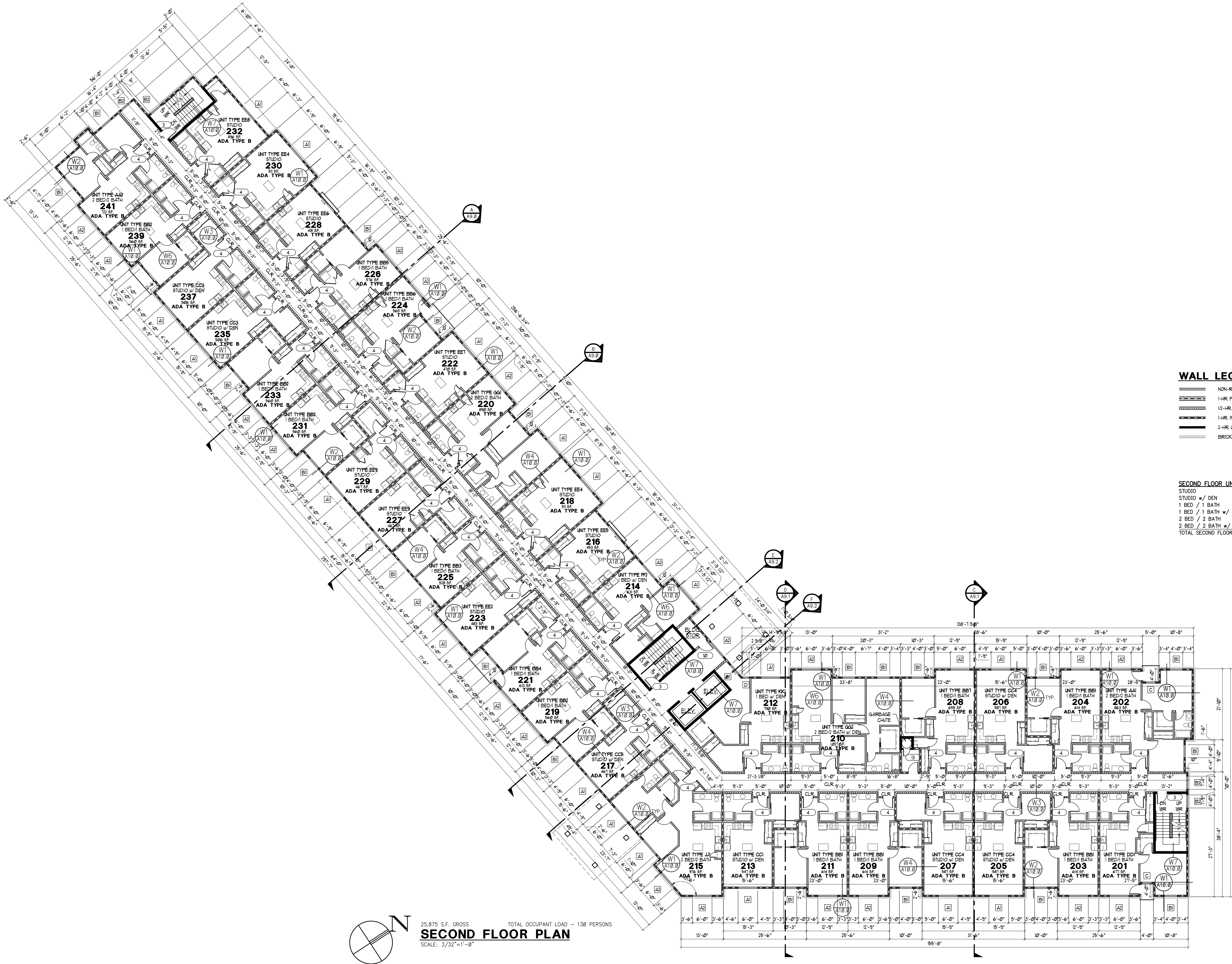
sheet no. **SP1.0**

title:







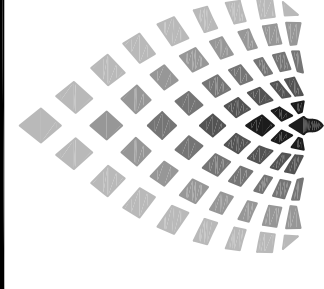


sheet no. A2.0

title: SECOND FLOOR PLAN  
KINGSWOOD APARTMENTS  
XX00 TTYPE DRIVE  
TUMWATER, WASHINGTON 98512

date: 04-01-22  
drawn: R.C.T.  
checked: G.C.W.

city issue: 09-29-22  
revisions: 07-22-22

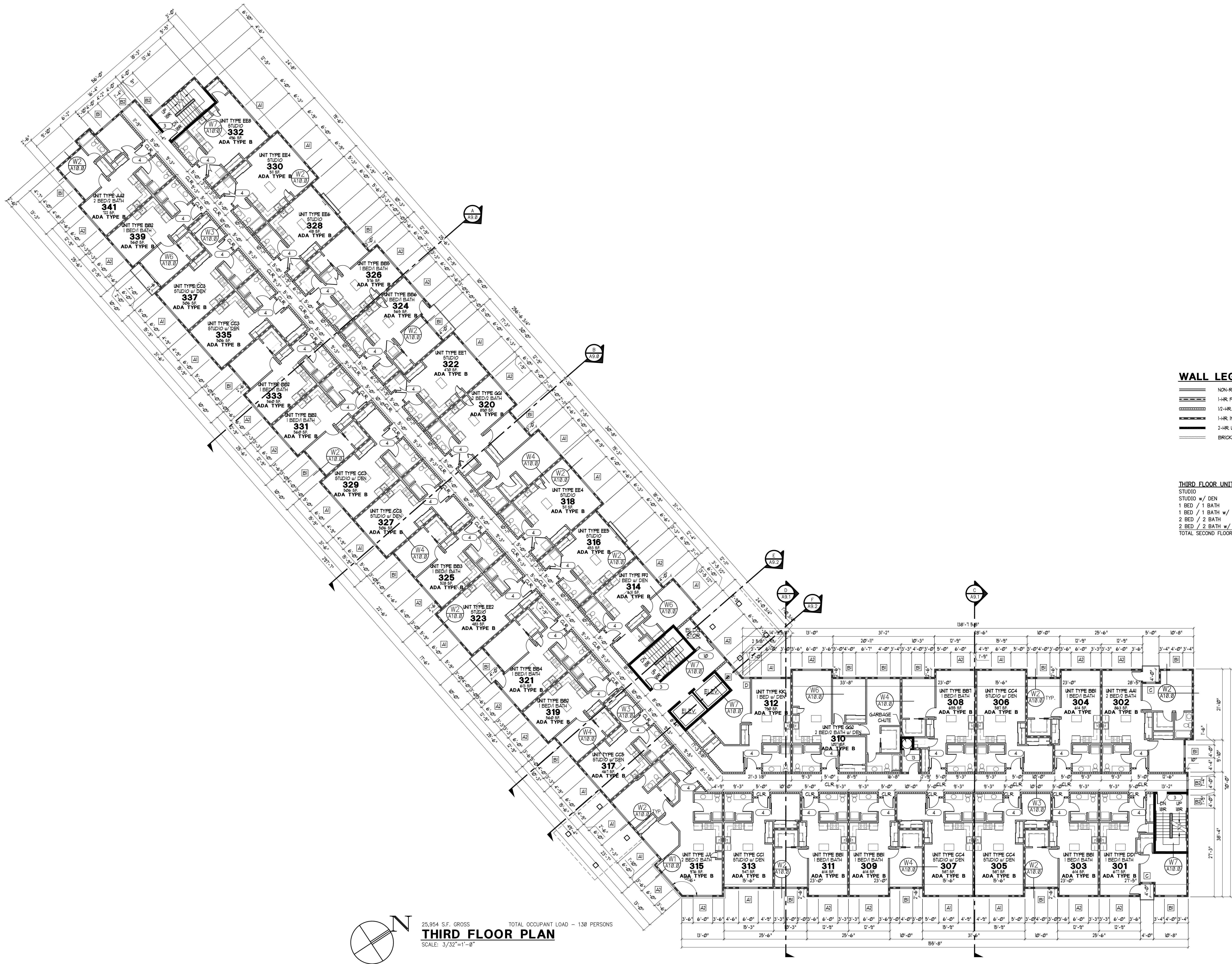
**GLENN WELLS ARCHITECT**

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

REGISTERED ARCHITECT  
STATE OF WASHINGTON  
36893

KINGSWOOD APARTMENTS





sheet no.

title:

A3.0

THIRD FLOOR PLAN  
KINGSWOOD APARTMENTS  
XX00 TTYPE DRIVE  
TUMWATER, WASHINGTON 98512

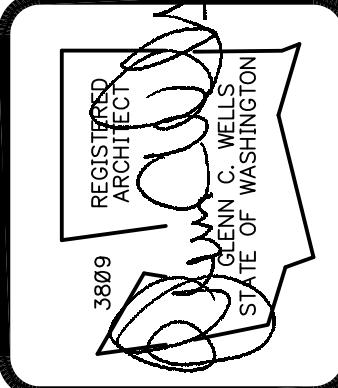
date: 04-01-22

drawn: R.C.T.

checked: G.C.W.

city issue: 09-29-22

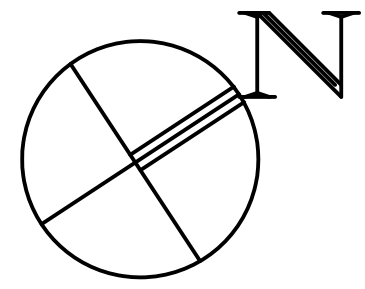
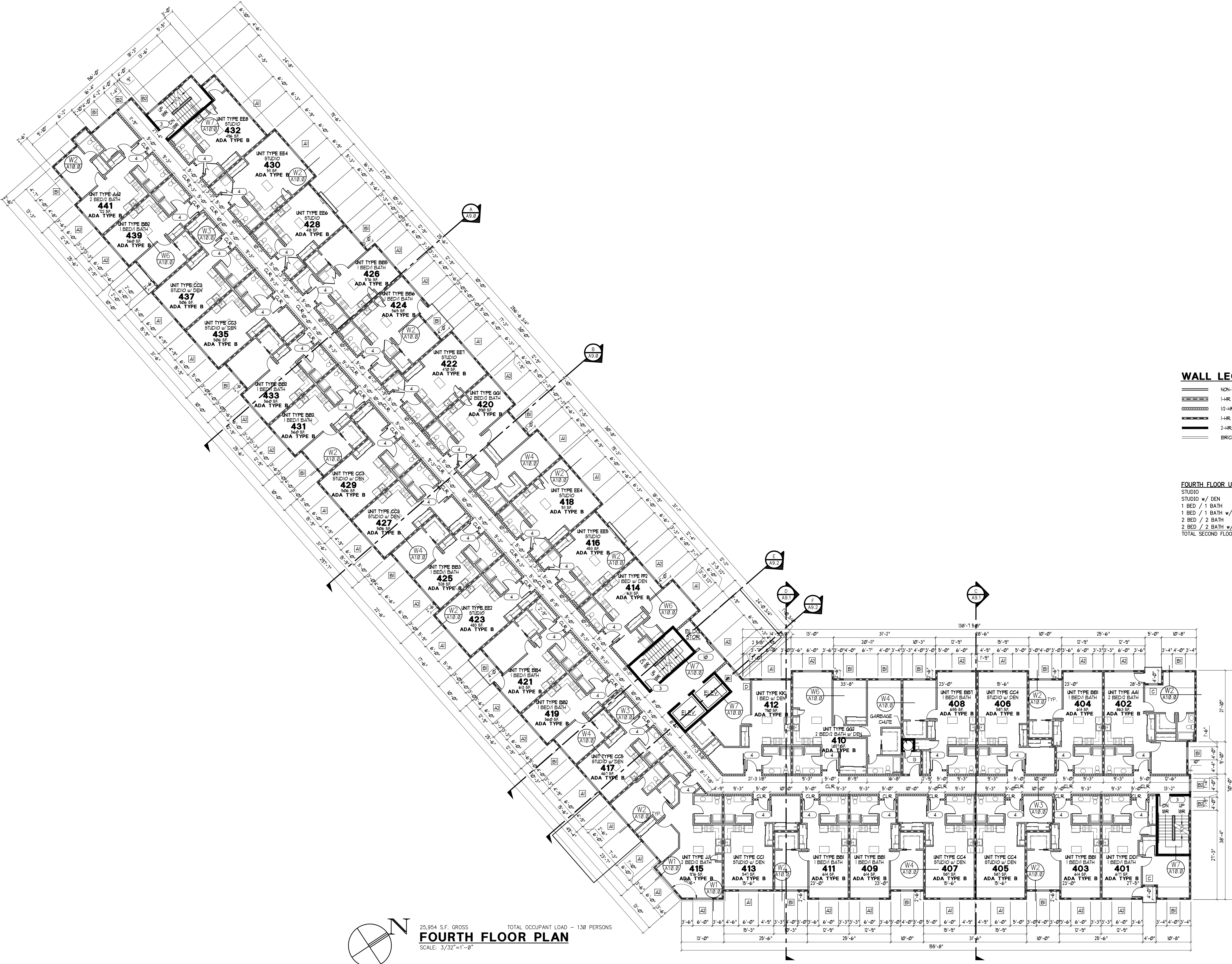
revisions: 07-22-22



**GLENN WELLS ARCHITECT**

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





25,954 S.F. GROSS  
TOTAL OCCUPANT LOAD ~ 130 PERSONS  
**FOURTH FLOOR PLAN**  
SCALE: 3/32"=1'-0"

**WALL LEGEND**

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

**FOURTH FLOOR UNITS**

STUDIO	7
STUDIO w/ DEN	9
1 BED / 1 BATH	14
1 BED / 1 BATH w/ DEN	2
2 BED / 2 BATH	4
2 BED / 2 BATH w/ DEN	1
TOTAL SECOND FLOOR UNITS	37

sheet no. **A4.0**

title: **FOURTH FLOOR PLAN  
KINGSWOOD APARTMENTS  
XX00 TTYPE DRIVE  
TUMWATER, WASHINGTON 98512**

date: 04-01-22  
drawn: R.C.T.  
checked: G.C.W.

city issue: 09-29-22  
revisions: 07-22-22

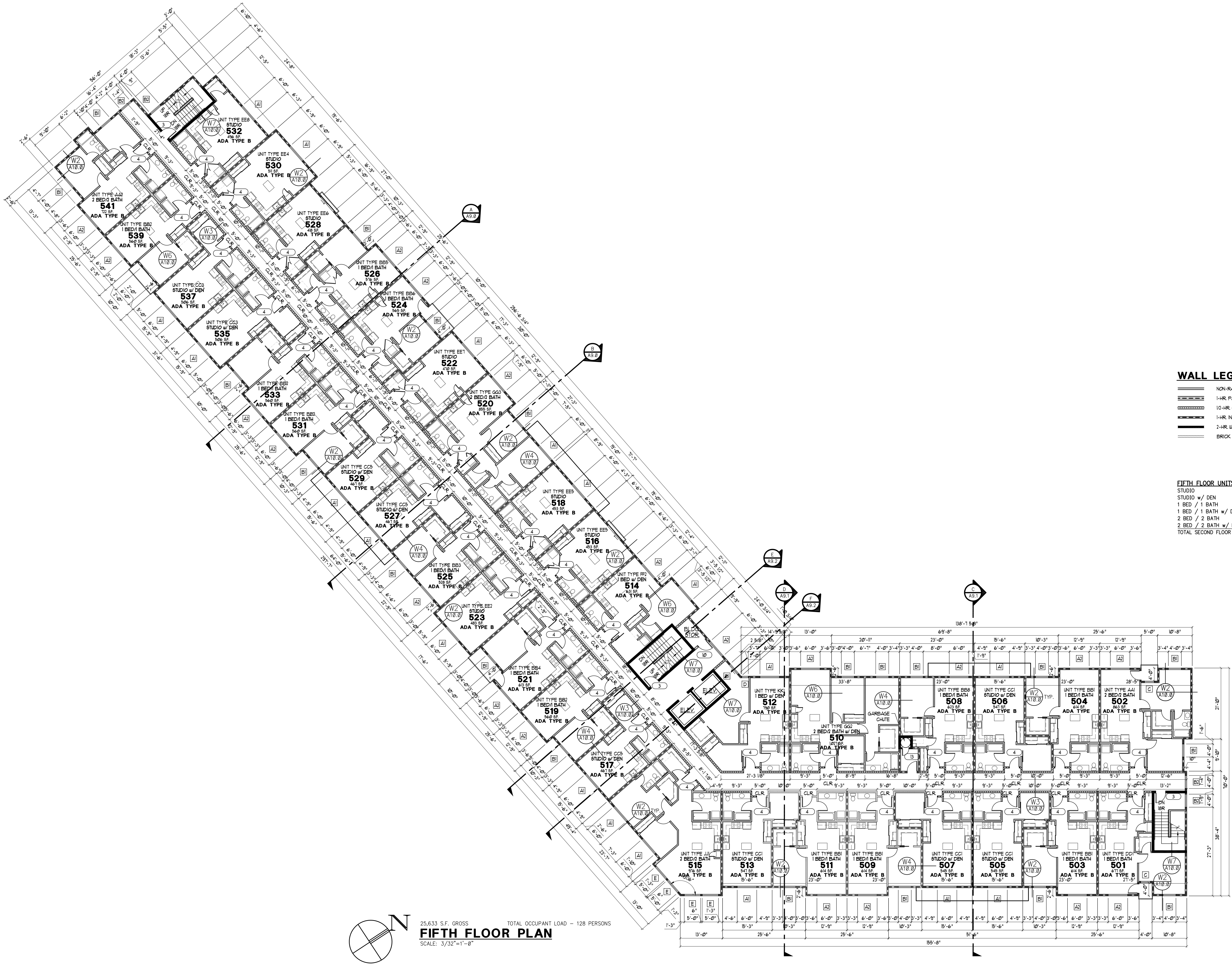
**GLENN  
WELLS  
ARCHITECT**

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

REGISTERED  
ARCHITECT  
STATE OF WASHINGTON  
36893

KINGSWOOD APARTMENTS





**WALL LEGEND**

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

**FIFTH FLOOR UNITS**

STUDIO	7
STUDIO w/ DEN	9
1 BED / 1 BATH	14
1 BED / 1 BATH w/ DEN	2
2 BED / 2 BATH	4
2 BED / 2 BATH w/ DEN	1
TOTAL FIFTH FLOOR UNITS	37

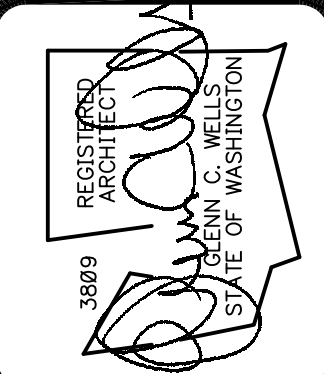
sheet no.

A5.0

title:  
**FIFTH FLOOR PLAN**  
**KINGSWOOD APARTMENTS**  
XX00 TTYPE DRIVE  
TUMWATER, WASHINGTON 98512

date: 04-01-22  
drawn: R.C.T.  
checked: G.C.W.

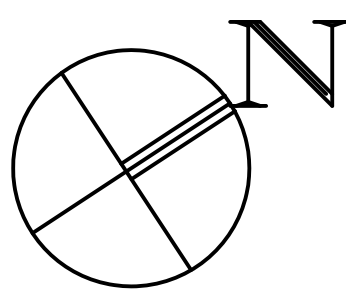
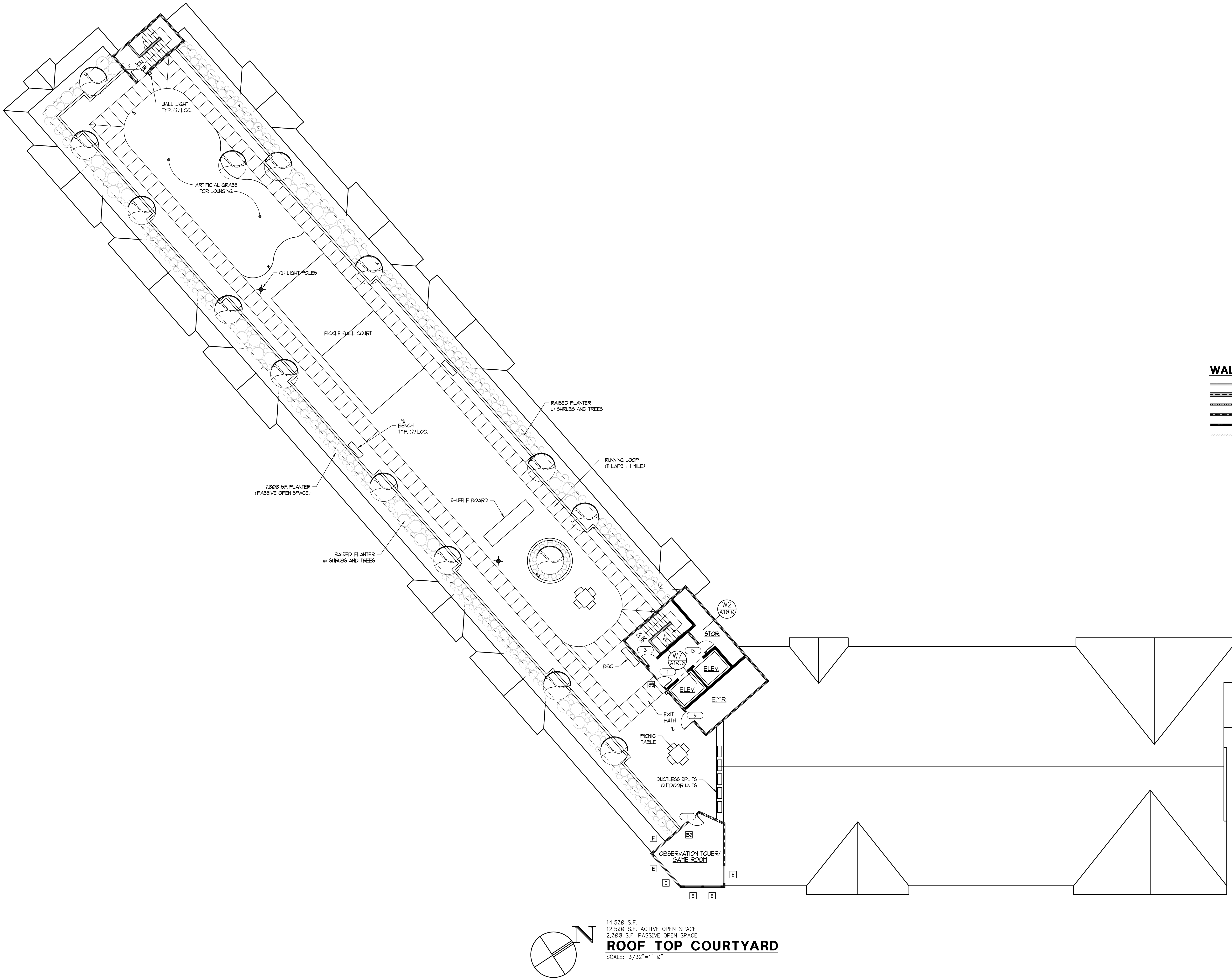
city issue: 09-29-22



**GLENN WELLS ARCHITECT**

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





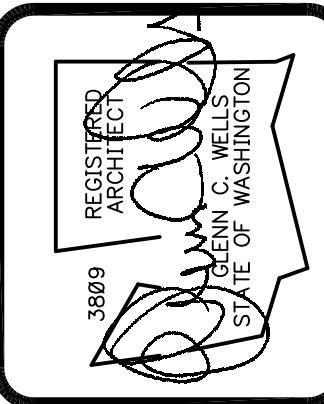
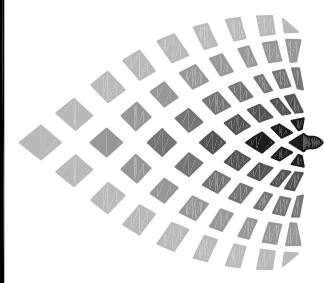
14,500 S.F. ACTIVE OPEN SPACE  
12,500 S.F. PASSIVE OPEN SPACE  
**ROOF TOP COURTYARD**  
SCALE: 3/32"=1'-0"

**WALL LEGEND**

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

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

**GLENN  
WELLS  
ARCHITECT**



city issue: 09-29-22

date: 04-01-22

drawn: R.C.T.

checked: G.C.W.

**ROOF TOP COURTYARD**  
**KINGSWOOD APARTMENTS**  
XX00 TYEE DRIVE  
TUMWATER, WASHINGTON 98512

sheet no.

A6.0

title:

TO: City Council

FROM: Brandon Hicks, Transportation and Engineering Director

DATE: February 21, 2023

SUBJECT: Real Estate Purchase and Sale Agreements with DJ Properties II, LLC, for 116 Lee Street SE and 109 Ruby Street SE and Lease Agreements for 116 Lee Street SE

---

1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign all documents necessary to carry out the purchase of 116 Lee Street SE and 109 Ruby Street SE from DJ Properties II, LLC, as well as to enter into lease agreements with existing commercial tenants at 116 Lee Street SE, all in forms approved by the City Attorney.

---

2) Background:

Improvements to Capitol Boulevard from M Street to Israel Road are listed in the City's Transportation Capitol Facilities Plan (CFP), 2036 Transportation Master Plan, and Transportation Improvement Program in addition to the Thurston Regional Planning Council Regional Transportation Plan. Due to significant project costs, right-of-way limitations, environmental constraints, and other factors, the Capitol Boulevard Corridor Plan (CBCP) and Capitol Boulevard Feasibility Study were previously completed to inform future project design.

A new north-south street connection between Trosper Road and Lee Street was prescribed in the CBCP to provide alternate access to the business in the vicinity of Capitol Boulevard and Trosper Road for the residential neighborhoods east of Capitol Boulevard, in addition to providing access to businesses between Trosper Road and Lee Street after a median is constructed on Capitol Boulevard.

Schedule for construction of the new north-south connection is less critical than some of the other projects derived from the CBCP; however, we have programmed funds in the Transportation CFP to purchase properties needed to construct the new connection when property owners decide it is time to sell for their own reasons ("arm's length transactions"). This approach precludes the need for eminent domain acquisition in the future.

There are four properties to acquire for construction of the new connection. The City acquired one of the properties in 2018 and currently leases a single family home on the property to Homes First for affordable housing. With acquisition of these two properties, only one more acquisition would be needed for the new connection.

Staff had the two properties appraised as part of the negotiations; 116 Lee Streets was appraised at \$500,000 and 109 Ruby Street at \$90,000. The property owners are satisfied with the appraisals and are ready to complete the sale if approved by City Council. The owners also requested the City take over leases for three commercial tenants at 116 Lee Street. Staff support continuing the leases at the current rates for an initial term of two years for beneficial use of the existing commercial property and allowing the local businesses on the property to continue operation at the location until we are closer to construction of the new connection.

---

3) Policy Support:

Strategic Priorities and Goals 2023-2024:

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

---

4) Alternatives:

- ☐ Approve the Mayor to sign just the Purchase and Sale Agreements, but do not enter into lease agreements with existing tenants
  - ☐ Do not approve purchase of the properties
- 

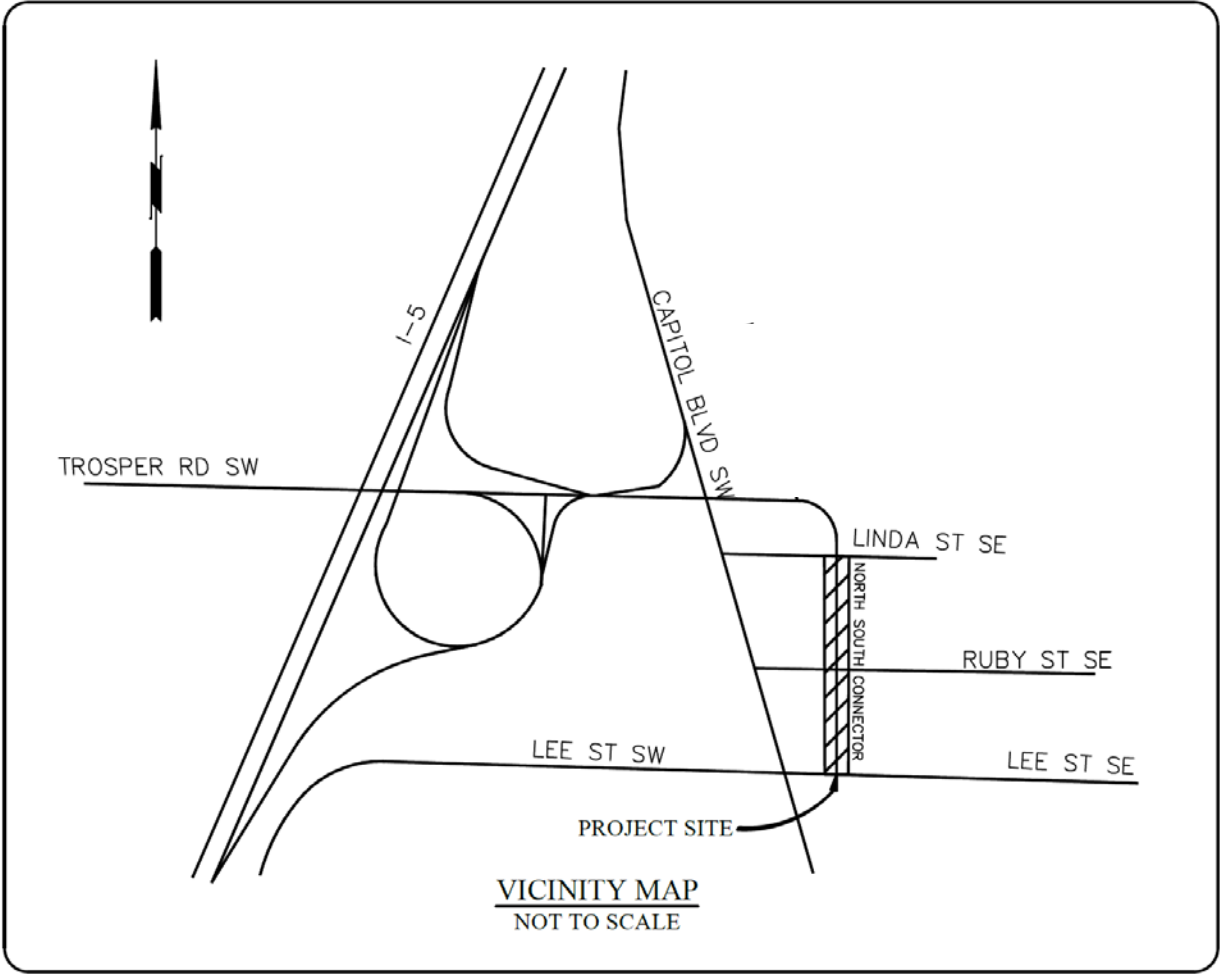
5) Fiscal Notes:

Funding for the acquisition and future disposition of the property is included in the Transportation CFP: Capitol Blvd Plan - Corridor Improvements

---

6) Attachments:

- A. Vicinity Map
- B. North-South Connector Alignment



VICINITY MAP





TO: City Council  
FROM: Dan Smith, Director – Water Resources & Sustainability  
DATE: February 21, 2023  
SUBJECT: Site Lease Agreement with Dish Wireless for the Airport Reservoir

---

1) Recommended Action:

Staff requests the City Council approve and authorize the Mayor to sign a site lease agreement with Dish Wireless LLC., for use of the Airport Reservoir for the purpose of installing communications equipment.

---

2) Background:

Dish Wireless is requesting to enter into a site lease agreement to install communication equipment at the Airport Reservoir to support wireless network operations. The City has previously entered into lease agreements with other cellular providers (Verizon, Sprint, T-Mobile) for locating facilities at the Airport Reservoir. The space requested by Dish Wireless is available and is not expected to impact the operations of other providers. The provisions of the proposed lease closely parallel those of previous agreements, and lease rates have been updated to reflect the current market. The monthly lease rate is set at \$1,615 /month with an annual increase of 4%. The agreement proposes three five -year term extensions.

---

3) Policy Support:

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

---

4) Alternatives:

- ☐ Approve the Lease Agreement in substantially the same form as proposed.
  - ☐ Revise the Lease Agreement.
  - ☐ Reject the request to lease space on the Airport Reservoir.
- 

5) Fiscal Notes:

Lease revenues support the Water Fund. Because the Airport Reservoir is located on property owned by the Port of Olympia, the City has previously executed an agreement with the Port to split the revenues from the cellular leases 60% City, 40% Port.

---

6) Attachments:

A. Site Lease Agreement with Dish Wireless

## SITE LEASE AGREEMENT

THIS LEASE is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, (“Effective Date”), by and between the City of Tumwater, Washington, a Municipal Corporation (hereinafter “CITY”) and Dish Wireless, L.L.C., a Foreign Limited Liability Company, whose address is 9601 S. Meridian Boulevard, Englewood, Colorado, 80112-5905 (hereinafter “TENANT”).

CITY, as holder of the grant of a perpetual easement together with the conveyance of the 200,000 gallon steel water tank and all appurtenances thereof from the Port of Olympia by Water Facilities Agreement dated August 20, 1986, has authority to execute this Site Lease Agreement with Tenant for certain real property including building(s) as more particularly described in attached Exhibit A (the “Premises”). TENANT desires to lease space on and air space above the Premises as described below for the installation, maintenance, and operation of certain equipment which includes, but is not limited to, requisite antennas, and connecting cables and appurtenances (collectively, “Equipment”) for use in connection with its wireless telephone communications service (“Service”).

In consideration of their mutual covenants, the parties agree as follows:

1. Leased Premises. CITY leases to TENANT and TENANT leases from CITY, on a non-exclusive basis, a portion of the Premises as legally described in attached Exhibit A, including but not limited to certain portions located on the water tower located on the Premises (“Tower”), together with that certain portions of ground space (“Ground Space”) on the Premises, together with necessary space and rights for access and utilities, described and depicted in attached Exhibit B (“Cabling Space”). The Tower, Ground Space, and Cabling Space are collectively referenced as the “Lease Space”. The Ground Space shall be reserved for TENANT’S exclusive installation and use of TENANT’S equipment. TENANT may locate its Equipment on the Premises in the manner as described specifically in the attached Exhibit C. TENANT may not add Equipment to the Tower in addition to that shown on Exhibit C unless approved in writing by the CITY.

2. Term. This Lease shall be effective upon the Effective Date. The initial term of the lease shall be for five (5) years and shall commence on the first day of the month following the date of execution by the CITY (the “Commencement Date”) and shall end at 12:00 a.m. (midnight) on the fifth (5th) anniversary of the Commencement Date. This Lease may be renewed for three (3) additional five (5) year terms upon giving written notice to the City no more than six (6) months before and no less than four (4) months before the end of the current five (5) year term. Provided that Tenant is not in breach of the Lease, this Lease may be renewed for three (3) additional five (5) year terms. TENANT shall file a renewal application to CITY not more than one hundred eighty days nor less than one hundred twenty days before expiration of the current facilities lease before the end of the current five (5) year term. The CITY may refuse to renew (i) in the event of breach of the Lease during the preceding term, or (ii) any other reason determined by the CITY in its reasonable

discretion. Any such refusal shall be in writing and shall be sent to TENANT at least ninety (90) days prior to expiration of the then current five (5) year term.

3. Rent.

a. Within thirty (30) days after the Commencement Date and on the first day of each month thereafter, TENANT shall pay to CITY as rent One Thousand Six-Hundred and Fifteen and no/100 Dollars (\$1,615.00) ("Rent") per month. Rent for any fractional month at the beginning or at the end of the Term or Renewal Term, if any, shall be prorated. Rent shall be payable to the CITY at:

City of Tumwater  
Attention: Finance Director  
555 Israel Road SW  
Tumwater, WA 98501

TENANT shall pay the CITY a late payment charge equal to five percent (5%) of the amount due for any payment not paid when due. Any amounts not paid when due shall also bear interest until paid at the lesser of the rate of two percent (2%) per month or the highest rate permitted by law.

b. On each anniversary of the Commencement Date, the Rent shall automatically be increased by four percent (4%) per year of the then-current rent.

c. TENANT shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Lease; including, but not limited to, Washington State Leasehold Excise Tax, currently at a rate of twelve and 84/100 percent (12.84).

d. Within thirty (30) days of the Effective Date, TENANT shall submit to the CITY a Security Deposit in an amount of Twenty Thousand and no/100 Dollars (\$20,000.00), which shall be refunded at the termination of this Lease if TENANT is not in default of the Lease. In the event TENANT fails to pay Rent or other charges when due, cure periods considered, the CITY shall deduct such amount from the Security Deposit, and TENANT agrees to immediately refund to the CITY any such deduction from the Security Deposit. The Security Deposit shall be held by the CITY without liability for interest.

e. Additional Consideration. As additional consideration for this Agreement, Tenant shall pay City a one-time, non-refundable, lump-sum signing bonus of Five Thousand and 00/100 Dollars (\$5,000.00), which shall be considered as "additional rent", which shall be paid within forty-five (45) days from the date of full execution of this Agreement by the Parties.

4. Permitted Use of Premises.

a. TENANT shall use that portion of the Premises leased herein for the installation, operation, and maintenance of its Equipment to provide Service, which shall include the right to replace, repair, or otherwise modify any or all Equipment and the frequencies over which Tenant's Equipment operates. City acknowledges and agrees that if radio frequency signage and/or barricades are required by applicable law, Tenant shall have the right to install the same on the

Premises. The Equipment and Premises may not be used for cable television services.

b. TENANT shall, at its expense, comply with all applicable present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to zoning, aesthetics, landscaping, fencing, permits, removal and abandonment, screening, health, radio frequency emissions, other radiation and safety) in connection with the provision of Service and the use, operation, maintenance, construction and/or installation of Equipment on the Premises, including but not limited to, Tumwater Municipal Code (TMC) Title 11.

c. The Parties acknowledge and agree that TENANT's ability to lawfully use the Lease Space is contingent upon TENANT obtaining all certificates, permits, approvals and other authorizations that may be required by any Governmental Authority in accordance with Applicable Law (collectively, the "**Governmental Approvals**"). TENANT will endeavor to obtain all such Governmental Approvals promptly. CITY hereby authorizes TENANT, at TENANT'S sole cost and expense, to file and submit for Governmental Approvals. CITY shall: (a) cooperate with TENANT in TENANT'S efforts to obtain such Governmental Approvals; (b) execute and deliver all documents necessary to obtain and maintain the Government Approvals; and (c) not take any action that would adversely affect TENANT's ability to obtain and/or maintain the Governmental Approvals. If: (i) any application for Governmental Approvals is rejected, conditioned, materially delayed or otherwise not approved for any or no reason; or (ii) TENANT determines, in TENANT's sole and absolute discretion, that such Governmental Approvals cannot be obtained in a timely and commercially reasonable manner (clauses (i) and (ii) collectively, the "**Contingencies**"), then, TENANT shall have the right in its sole and absolute discretion to terminate this Agreement immediately upon Notice to CITY, without penalty or further obligation to CITY (or CITY's affiliates, employees, officers, agents or lenders). If, following the Commencement Date, any Governmental Approval issued to TENANT is canceled, expires, lapses or is otherwise withdrawn or terminated by the applicable Governmental Authority, then TENANT shall have the right in its sole and absolute discretion to terminate this Agreement upon ninety (90) days' Notice to CITY without penalty or further obligation to CITY (or CITY's affiliates, employees, officers, agents or lenders). If this Agreement is terminated, this Agreement shall be of no further force or effect (except as set forth to the contrary herein).

d. TENANT shall remove the Equipment from the Premises upon termination of the Lease. Upon removal of the Equipment, TENANT shall restore the Premises to its original condition, reasonable wear and tear excepted. All costs and expenses for the removal and restoration to be performed by TENANT shall be borne by TENANT.

e. The CITY reserves the right to use the property for such purposes as it shall desire including, but not limited to, constructing or installing structures and facilities on the property, or developing, improving, repairing or altering the property. In furtherance of such rights, the TENANT will, upon the CITY's demand and at the TENANT's sole cost and expense, remove, repair, relocate, change, or reconstruct the



Equipment pursuant to the CITY's instructions and within the reasonable time period prescribed by the CITY.

5. Relocation. In the event CITY desires to redevelop, modify, remodel or in any way alter the Premises and/or any improvements located thereon ("Redevelopment"), CITY shall in good faith use its best efforts to fully accommodate TENANT's continuing use of the Premises. Should any proposed Redevelopment necessitate the relocation of the TENANT's Equipment, TENANT and CITY shall use best efforts to find a mutually acceptable alternate location for the TENANT's Equipment. TENANT shall relocate or make the necessary alterations, at TENANT's sole cost, expense and risk; provided, however, that CITY has provided TENANT with no less than six (6) months prior written notice of CITY's proposed Redevelopment. In the event that TENANT and CITY cannot agree on an alternate location for TENANT's Equipment on the Property using best efforts, either party may terminate this Lease, by providing ninety (90) days written notice of its intent to terminate. If the parties agree on an acceptable alternate location for TENANT's Equipment, TENANT and CITY agree to use their best efforts to amend this Lease to document the new, alternate Equipment location, and from and after the date TENANT begins installation of its Equipment at such new location, such new location shall be deemed the Premises (or part thereof, as applicable) herein. In the event the CITY requires TENANT relocate its Equipment more than twice in any single 5-year lease term, for reasons within control of the CITY, the City shall relocate TENANTS Equipment at the CITY'S expense.

6. Restoration. In the event that TENANT causes damage of any kind during the course of installing, operating or maintaining the Equipment, including damage to the premises caused by cutting, boring, jack hammering, excavation or other work, and including latent damage not immediately apparent at the time of the work, TENANT shall repair the damage and/or restore the premises at its sole cost and expense, within the reasonable time period agreed upon by the parties. Restoration of the premises shall be to a condition of the premises prior to commencing the installation, operation or maintenance of the Equipment, reasonable wear and tear excepted. Restoration of improvements within the right-of-way shall be completed as required by the Public Works Construction Standards.

7. Improvements. TENANT may update or replace the Equipment on the Tower from time to time provided that the replacement facilities are not greater in number or size or different in type, color or shape or height than the existing facilities, with written approval from the City. Any change in location of the Ground Space must be approved in writing by CITY. Subject to the foregoing, TENANT may change the Equipment identified in the Ground Space with written approval of CITY. For any change in equipment that requires CITY approval, TENANT shall submit to CITY a written request for any such change and any supplemental materials as may be requested, for CITY's evaluation and approval. CITY shall have thirty (30) days after receipt of all requested materials in which to respond to such request and unless CITY so notifies TENANT to the contrary such approval shall be deemed granted. Except as may be required by FAA or FCC requirements, no lights or signs may be installed on the Premises or as part of the Equipment. TENANT further agrees to monitor the Equipment for fire, smoke, intrusion, and A/C power failure by TENANT's 24-hour

electronic surveillance system. In connection therewith, TENANT has the right to do all work necessary to prepare and maintain the Premises for TENANT's business operations and to install transmission lines connecting the antennas to the transmitters and receivers, after reasonable notice to the CITY. All of TENANT's construction and installation work shall be performed at TENANT's sole cost and expense and in a good and workmanlike manner. TENANT shall also submit a construction schedule to the CITY for the CITY's approval, which approval shall not be unreasonably delayed or withheld.

8. Premises Access. TENANT shall have reasonable access to the Premises and its Lease Space, 24-hours-a-day, 7-days-a-week. In the event of an emergency, TENANT shall have immediate access. CITY retains and reserves the right to access the Premises at all times.

9. Utilities. TENANT shall, at its expense, separately meter charges for the consumption of electricity and other utilities associated with its use of the Premises and shall timely pay all costs associated therewith.

10. Maintenance. TENANT shall, at its own expense, maintain the Ground Space and Equipment on or attached to the Premises in a safe condition and in good repair and in a manner suitable to CITY. Additionally, TENANT shall keep the Premises free of debris, graffiti and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or any interference with CITY services. TENANT shall have sole responsibility for the maintenance, repair, and security of its Equipment and leasehold improvements, and shall keep the same in good repair and condition during the Lease term.

11. Compliance with Laws. TENANT's use of the Premises is subject to its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority. TENANT shall erect, maintain and operate its Equipment in accordance with applicable site standards, statutes, ordinances, rules and regulations now or hereinafter in effect as may be issued by the Federal Communications Commission, the CITY, or any other federal, state or other governing bodies.

12. Lease Subject to Future Ordinances. TENANT acknowledges that the CITY may develop rules, regulations, ordinances and specifications for the use of the right-of-way and CITY property which shall govern TENANT's Equipment and activities hereunder as if they were in effect at the time this Lease was executed by the CITY and TENANT covenants and agrees to be bound by same.

13. Interference with Other Users. The CITY has previously entered into leases with other TENANTS for their equipment and antennae facilities. TENANT acknowledges that the CITY is also leasing the CITY property for the purposes of transmitting and receiving telecommunication signals from the CITY property. The CITY, however, is not in any way responsible or liable for any interference with TENANT's use of the CITY property, which may be caused by the use and operation of any other TENANT's equipment, existing as of the Effective Date. Following the Effective Date, CITY agrees inform any TENANT on CITY property that is deemed to

have installed any structure or equipment which is blocking or otherwise interfering with any transmission or reception by another TENANT's Equipment, provided the impacted TENANT notifies the City and requests assistance to assist with TENANT negotiations. In the event that any other TENANT's activities occurring after the Effective Date, interfere with the TENANT's use of the CITY property, and the TENANT cannot work out this interference with the other TENANTS, the TENANT may, upon 30 days notice to the CITY, terminate this lease and restore the CITY property to its original condition, reasonable wear and tear excepted. The TENANT shall cooperate with all other TENANTS to identify the causes of and work towards the resolution of any electronic interference problem. In addition, the TENANT agrees to eliminate any radio or television interference caused to CITY- owned facilities at TENANT's own expense and without installation of extra filters on CITY-owned equipment. TENANT further agrees to accept such interference as may be received from CITY operated telecommunications or other City facilities located upon the CITY property subject to this lease.

#### 14. Termination.

It is the intent of the CITY to not terminate this agreement within the first ten (10) years of the lease period except as otherwise provided herein. This Lease may be terminated without penalty to CITY or further liability of CITY, as follows:

i. Upon thirty (30) days written notice by either party for failure to cure a default or breach, including non-payment of amounts due under this Lease, within that thirty (30) day period; or such longer period as may be required to diligently complete a cure commenced within the thirty (30) day period;

ii. Upon ninety (90) days written notice by TENANT that the Premises are or become unnecessary or unusable under TENANT's design or engineering specifications for its Equipment or the communications system to which the Equipment belongs;

iii. Upon thirty (30) days written notice by CITY if TENANT abandons, vacates or ceases using the Premises or Equipment; or if TENANT becomes the subject of a bankruptcy proceeding and the bankruptcy proceeding is not vacated within 120 days;

iv. Upon thirty (30) days written notice by CITY, for any reason as determined by the CITY in its reasonable discretion, including reasons involving public health, safety or welfare; Immediately, upon written notice by CITY, in the event of an emergency, as determined by the CITY in its reasonable discretion;

v. Upon thirty (30) days written notice for the following:

- 1) Construction or operation in the CITY or in the right-of- way of the CITY or upon CITY property without a grant of authority; Construction or operation by TENANT at an unauthorized location;



- 2) Misrepresentation by or on behalf of a TENANT in any application or written or oral statement upon which the CITY relies in making the decision to grant, review or amend any authorization;
- 3) Abandonment of Facilities in the right-of-way or upon CITY property;
- 4) Failure to relocate or remove Facilities as required;
- 5) Failure to pay taxes, fees or costs when and as due the CITY;
- 6) Insolvency or bankruptcy of the TENANT;
- 7) Violation of any material provision of TMC Title 11; and
- 8) Violation of the material terms of this lease agreement.

vi. Upon thirty (30) days written notice by CITY if TENANT fails to comply, after written notice, with all applicable federal, state, and local laws, including, without limitation, all governmental codes, ordinances, resolutions, standards and polices as now existing or hereafter adopted or amended, including, without limitation, all requirements of the FCC and the Federal Aviation Administration (FAA);

vii. For any other reason set forth in this Agreement.

b. In the event of any termination under this Section, TENANT shall pay CITY all rent due up to the termination date. In addition TENANT shall, at its sole expense, return the Premises to the same condition as prior to this Lease (normal wear and tear excepted), and shall remove all Equipment.

c. No re-entry and taking of possession of the Premises by CITY shall be construed as an election on CITY's part to terminate this Lease, regardless of the extent of renovations and alterations by CITY, unless a written notice of such intention is given to TENANT by CITY. Notwithstanding any reletting without termination, CITY may at any time thereafter elect to terminate this Lease for such previous breach.

## 15. Indemnity.

a. Disclaimer of Liability: CITY shall not, at any time, be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of TENANT's construction, installation, maintenance, repair, use, operation, condition or dismantling of the Premises or TENANT's Equipment, except to the extent such injury or damage is due to the negligent act or willful misconduct of the CITY.

b. Indemnification and Hold Harmless:

i. The TENANT hereby releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person, arising from injury or death of any person or damage to property of which the negligent acts or omissions of the TENANT, its agents, servants, officers, or employees in performing under this lease are the proximate cause.

TENANT further releases, covenants not to bring suit and agrees to indemnify, defend and hold harmless the CITY, its elected and appointed officials, officers, employees, agents, representatives, engineers, and consultants from any and all claims, costs, judgments, awards, or liability to any person including claims by the TENANT's own employees, including those claims to which the TENANT might otherwise have immunity under Title 51 RCW, arising against the CITY solely by virtue of the CITY's ownership or control of the rights-of-way or other public properties, by virtue of the TENANT's exercise of the rights granted herein, or by virtue of the CITY's permitting the TENANT's use of the CITY's rights-of-way or other public property, based upon the CITY's inspection or lack of inspection of work performed by the TENANT, its agents and servants, officers or employees in connection with work authorized on the CITY's property or property over which the CITY has control, pursuant to this lease, or pursuant to any other permit or approval issued in connection with this lease. This covenant of indemnification shall include, but not be limited by this reference, claims against the CITY arising as a result of the negligent acts or omissions of the TENANT, its agents, servants, officers, or employees in barricading, instituting trench safety systems or providing other adequate warnings of any excavation, construction, or work in any public right-of-way or other public place in performance of work or services permitted under this lease.

ii. Inspection or acceptance by the CITY of any work performed by the TENANT at the time of completion of construction shall not be grounds for avoidance of any of these covenants of indemnification. Said indemnification obligations shall extend to claims which are not reduced to a suit and any claims which may be compromised prior to the culmination of any litigation or the institution of any litigation.

iii. In the event that the TENANT refuses the tender of defense in any suit or any claim, said tender having been made pursuant to the indemnification clauses contained herein, and said refusal is subsequently determined by a court having jurisdiction (or such other tribunal that the parties shall agree to decide the matter), to have been a wrongful refusal on the part of the TENANT, then the TENANT shall pay all of the CITY's costs for defense of the action, including all reasonable expert witness fees and reasonable attorneys' fees and the reasonable costs of the CITY, including reasonable attorneys' fees of recovering under this indemnification clause.

iv. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the TENANT, and the CITY, its officers, employees and agents, the TENANT's liability hereunder shall be only to the extent of the TENANT's negligence.

v. The provisions of this Section shall survive the expiration or

termination of this lease agreement.

vi. Notwithstanding any other provisions of this Section, the TENANT assumes the risk of damage to its facilities located in the CITY's rights-of-way, easements, and property from activities conducted by the CITY, its officers, agents, employees, and contractors. The TENANT releases and waives any and all claims against the CITY, its officers, agents, employees, or contractors for damage to or destruction of the TENANT's Facilities caused by or arising out of activities conducted by the CITY, its officers, agents, employees, and contractors, in the rights-of-way, easements, or property subject to this lease, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious action on the part of the CITY, its officers, agents, employees, or contractors. The TENANT further agrees to indemnify, hold harmless and defend the CITY against any claims for damages, including, but not limited to, business interruption damages and lost profits, brought by or under users of the TENANT's Facilities as the result of any interruption of service due to damage or destruction of the user's Facilities caused by or arising out of activities conducted by the CITY, its officers, agents, employees, or contractors, except to the extent any such damage or destruction is caused by or arises from the sole negligence or any willful or malicious actions on the part of the CITY, its officers, agents, employees, or contractors.

#### 16. Insurance.

a. During the term of this Lease, TENANT shall maintain in full force and effect and at its sole cost and expense, and naming CITY, its officers, boards, commissions, employees and agents as additional insureds, the following types and limits of insurance:

i. Comprehensive commercial general liability insurance with minimum limits of Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the annual aggregate.

ii. Comprehensive automobile liability insurance with combined single minimum limits of Three Million Dollars (\$3,000,000) per person and per occurrence.

b. Worker's compensation within statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000).

i. Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than Three Million Dollars (\$3,000,000).

c. Evidence of Insurance. Certificates of insurance for each insurance policy required by this Lease, along with written evidence of payment of required premiums, shall be filed and maintained with CITY prior to commencement of the term of this Lease and thereafter.

d. Cancellation of Policies of Insurance. All insurance policies

maintained pursuant to this Lease shall contain the following or substantially similar endorsement:

“It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until sixty (60) days after receipt by the CITY, by registered mail, of a written notice addressed to the Director of Water Resources & Sustainability of such intent to cancel or not to renew.”

e. Deductibles. All insurance policies may be written with commercially reasonable deductibles.

f. License. All insurance policies shall be with insurers licensed to do business in the State of Washington and with a rating of A- or better by Best's Key Rating Guide.

g. Defense of CITY. In the event any action or proceeding shall be brought against the CITY resulting from TENANT's operations hereunder, TENANT shall, at TENANT's sole cost and expense, resist and defend the same as provided herein.

h. Waiver of Subrogation. To the fullest extent permitted by law, City and Tenant for themselves and any and all parties claiming under or through them, including, without limitation, their respective insurers, hereby mutually release and discharge each other and the other's Affiliates, and their respective officers, directors, shareholders, agents, employees, contractors, and/or any other person or entity for whom a Party is legally responsible from any claims for damage to any person or to the Premises or any other real or personal property that are or are claimed to have been caused by or result from risks insured against under any insurance policies carried by the waiving party and in force at the time of such damage and hereby waive any right of subrogation that might otherwise exist in or accrue to any person on account thereof. All policies required to be carried by either Party herein shall contain an endorsement in favor of the other Party waiving the insurance company's right of subrogation against such other Party. THIS RELEASE SHALL APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED BY THE FAULT OR NEGLIGENCE OF A PARTY HERETO OR BY ANY PERSON FOR WHICH SUCH PARTY IS RESPONSIBLE. EACH PARTY AGREES TO NOTIFY ITS INSURANCE CARRIER(S) OF THIS PROVISION.

Nothing herein shall be deemed to prevent CITY from cooperating with TENANT and participating in the defense of any litigation with CITY's own counsel. TENANT shall pay all reasonable expenses incurred by CITY in response to any such actions, suits or proceedings provided in Section 15. These expenses shall include all reasonable out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the CITY's attorney, and the actual expenses of CITY's agents, employees, consultants and expert witnesses, and disbursements and liabilities assumed by CITY in connection with such suits, actions or proceedings.

17. Holding Over. Any holding over after the expiration of the term hereof,

with the consent of the CITY, shall be construed to be a tenancy from month to month and shall otherwise be on the terms, covenants and conditions herein specified.

18. Acceptance of Premises. Tenant represents that it has inspected and examined the Property and Premises as of December 12, 2022 and shall accept the Property and Premises in "as is" condition as such condition existed on such date. City shall deliver the Premises to Tenant on the Commencement Date, as hereinafter defined, in the same condition as on the day of inspection and the Lease Area where Tenant's equipment will be installed shall be in a condition ready for Tenant's construction of its improvements and clean and free of debris.

19. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if mailed, certified mail, return receipt requested; to the following addresses:

If to CITY, to: Dan Smith, Director - WRS  
555 Israel Road SW  
Tumwater, WA 98501

With a copy to: City Attorney  
555 Israel Road SW  
Tumwater, WA 98501

If to TENANT, to: DISH Wireless L.L.C.  
Attn: Lease Administration  
5701 Santa Fe Drive  
Littleton, Colorado, 80120

Contact for Emergencies. Emergency twenty-four (24) hour contact number(s) must be provided and/or displayed on TENANTs building or equipment.

TENANT Contact for Emergencies: 1-866-624-6874

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY Contact for Emergencies: (360) 754-4150\_\_\_\_\_

20. Subleasing or Assignment. TENANT may not assign this Lease or sublet the Premises or Equipment, in whole or in part, without the prior written consent of CITY, which may not be unreasonably withheld. CITY may inquire into the qualifications and financial stability of a potential assignee or sublessee and reasonably request any information related to such inquiry and may also condition such approval upon the financial, legal and technical expertise of a proposed assignee or sublessee and upon the resolution of any compliance obligation under the Lease. If the CITY has not responded to a request to assign or sublet with a decision within forty five (45) days, CITY approval shall be deemed given. TENANT may, however, upon notice to CITY and without CITY approval, mortgage or grant a security interest in this Lease and the Equipment. Notwithstanding the foregoing, TENANT may assign

or transfer some or all of its rights and/or obligations under the Agreement to: (i) an affiliate; (ii) a successor entity to its business, whether by merger, consolidation, reorganization, or by sale of all or substantially all of its assets or stock; (iii) any entity in which a Party or its affiliates have any direct or indirect equity investment; and/or (iv) any other entity directly or indirectly controlling, controlled by or under common control with any of the foregoing, and in each case, such assignment, transfer or other such transaction shall not be considered an assignment under this Section 20.

21. Successors and Assigns. Subject to Section 20, this Lease shall be binding upon and inure to the benefit of the parties, and their respective permitted successors and assigns.

22. Non-Waiver. Failure of either Party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but the enforcing party shall have the right to specifically enforce such rights at any time and take such action as might be lawful or authorized, either in law or equity. Damages are not an adequate remedy for breach. The receipt of any sum paid by either Party after a breach of this Lease shall not be deemed a waiver of such breach unless expressly set forth in writing.

23. Taxes. TENANT shall pay all personal property taxes (or payments in lieu of taxes) and assessments for the Premises, if any, which become due and payable during the term of this Lease attributable to the Equipment or TENANT's use of the Premises.

24. Quiet Enjoyment, Title and Authority. CITY represents to TENANT that:

- a. CITY has authority to execute this Lease;
- b. CITY 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 otherwise apparent to TENANT;
- c. There is legal ingress and egress to the Lease Space from a right-of-way;
- d. Execution and performance of this Lease will not violate any law or agreements binding on CITY; and
- e. CITY 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.

25. Condemnation. In the event the Premises are taken in whole or in part by any entity by eminent domain ("Taking"), this Lease shall terminate as of the date title to the Premises vests in the condemning authority. If either Party elects to terminate this Agreement, the Rent set forth herein shall be abated, and TENANT's liability therefor will cease as of the date of such Taking, this Agreement shall terminate as of such date, and any prepaid rent shall be returned to Tenant. TENANT shall not be entitled to any portion of the award paid and the CITY shall receive the full amount of such award. TENANT hereby expressly waives any right or claim to any portion thereof. However, TENANT shall have the right to claim and recover from the condemning authority, other than the CITY, such other compensation as may be separately awarded or recoverable by TENANT. If this lease terminates due to condemnation, TENANT shall promptly remove all of its Equipment from the Premises.

26. Alteration, Damage or Destruction. If the Premises or any portion thereof is altered, destroyed or damaged due to causes beyond City's reasonable control, so as to materially hinder effective use of the Equipment through no fault or negligence of TENANT, TENANT may elect to terminate this Lease upon thirty (30) days written notice to CITY. In such event, TENANT shall promptly remove the Equipment from the Premises and shall restore the Premises to the same condition as existed prior to this Lease, normal wear and tear excepted. This Lease (and TENANT's obligation to pay rent) shall terminate upon TENANT's fulfillment of the obligations set forth in the preceding sentence and its other obligations hereunder, at which termination TENANT shall be entitled to the reimbursement of any Rent prepaid by TENANT. CITY shall have no obligation to repair any damage to any portion of the Premises. In the event TENANT does not terminate this Lease, TENANT may propose amendments to this AGREEMENT to address TENANT needs. The CITY is under no obligation to accept any such proposal.

27. Miscellaneous.

- a. CITY and TENANT respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.
- b. With the exception of applicable and future laws, ordinances, rules, and regulations, this Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. Except as previously set forth, there are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.
- c. This Lease shall be construed in accordance with the laws of the State of Washington.
- d. Section captions and headings are intended solely to facilitate the reading thereof. Such captions and headings shall not affect the meaning or interpretation of the text herein.
- e. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for or in addition to any portion of the property taxes and special assessments, if any, now imposed on Equipment, there is imposed a tax upon or against the rentals payable by TENANT to CITY, TENANT shall also pay those amounts.
- f. TENANT shall be responsible for obtaining all necessary approvals, authorizations and agreements from any party or entity and it is acknowledged and agreed that the CITY is making no representation, warranty or covenant whether any of the foregoing approvals, authorizations or agreements are required or have been obtained by TENANT from any person or entity.
- g. If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect. In the event that a court of competent jurisdiction determines void or invalid any term of any other Lease, where such term is substantially equivalent to a term

of this Lease, the CITY may, at its sole option and within 30 days of notice thereof by TENANT: (i) determine that such judicial determination shall not affect the terms of this Lease, which shall continue in full force and effect; (ii) determine that a term of this Lease is invalid, but severable, and that such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect; or (iii) terminate this Lease pursuant to Section 14. vii above.

- h. This Agreement may be enforced at both law and equity. Damages are not an adequate remedy for breach.

28. Legislative Changes. In the event that any federal, state or local governmental entity adopts a law, ordinance, or regulation, or amends existing laws, ordinances, or regulations, and the new or amended law, ordinance, or regulation would limit, impair, or affect any of the parties' rights or obligations under this Agreement, TENANT and CITY agree that (except for changes authorized under Section 12 (above) the provisions of this Lease contract shall remain lawful and binding and enforceable on the parties, and the Parties waive any rights to claim otherwise.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE TO FOLLOW]



CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

COUNTY OF \_\_\_\_\_ )

APPROVED AS TO FORM:

GIVEN my hand and official seal this day  
of \_\_\_\_\_, 2021.

Site Lease Agreement - Page 14

93

**EXHIBIT A****LEGAL DESCRIPTION**

Property situated in the County of Thurston, State of Washington commonly described as

follows: Legal Description:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., BOUNDED ON THE WEST BY THE EASTERLY RIGHT-OF-WAY LINE OF CENTER STREET S.W., ON THE NORTH BY THE SOUTHERLY RIGHT-OF-WAY LINE OF AIRDUSTRIAL WAY, ON THE EAST BY THE WESTERLY RIGHT-OF-WAY LINE OF NEW MARKET ST. S.W., AND ON THE SOUTH BY THE NORTHERLY RIGHT-OF-WAY LINE OF 76<sup>TH</sup> AVE. S.W.;

EXCEPT THAT PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 965.00 FEET SOUTH 88° 03' 02" EAST OF A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., 795.04 FEET SOUTH 1° 56' 58" WEST OF THE NORTHWEST CORNER THEREOF;  
 THENCE SOUTH 1° 56' 58" WEST 450.00 FEET;  
 THENCE NORTH 88° 03' 02" WEST 500.00 FEET;  
 THENCE NORTH 1° 56' 58" EAST 450.00 FEET;  
 THENCE SOUTH 88° 03' 02" EAST 500.00 TO THE POINT OF

BEGINNING; AND EXCEPT THAT PORTION THEREOF DESCRIBED AS

FOLLOWS:

BEGINNING AT A POINT 965.00 FEET SOUTH 88° 03' 02" EAST OF A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., 795.04 FEET SOUTH 1° 56' 58" WEST OF THE NORTHWEST CORNER THEREOF;  
 THENCE SOUTH 88° 03' 02" EAST 225.00 FEET;  
 THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET; THENCE SOUTH 1° 56' 58" WEST 450.00 FEET;  
 THENCE NORTH 88° 03' 02" WEST 275.00;  
 THENCE NORTH 1° 56' 58" EAST 500.00 FEET TO THE POINT OF

BEGINNING; AND EXCEPT THAT PORTION THEREOF DESCRIBED AS

FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 10, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;  
 THENCE SOUTH 1° 54' 43" WEST ALONG THE EAST LINE OF SAID SECTION, 1731.24 FEET; THENCE NORTH 88° 05' 18" WEST 749.94 FEET;  
 THENCE NORTH 88° 03' 02" WEST 598.72 FEET TO THE CENTERLINE INTERSECTION OF BELL STREET (76<sup>TH</sup> AVE. S.W.) AND ARMSTRONG AVENUE (NEW MARKET ST. S.W.);  
 THENCE NORTH 1° 56' 58" EAST ALONG THE CENTERLINE OF ARMSTRONG AVENUE, 92.00 FEET; THENCE NORTH 88° 03' 02" WEST, 50.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID ARMSTRONG AVENUE AND THE POINT OF BEGINNING;  
 THENCE NORTH 1° 56' 58" EAST ALONG SAID RIGHT-OF-WAY 335.00 FEET;  
 THENCE NORTH 88° 03' 02" WEST, 275.00 FEET;  
 THENCE SOUTH 1° 56' 58" WEST, 385.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BELL STREET; THENCE SOUTH 88° 03' 02" EAST ALONG SAID RIGHT-OF-WAY LINE 225.00 FEET;  
 THENCE ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, A DISTANCE OF 78.54 FEET TO THE WEST RIGHT-OF-WAY LINE OF ARMSTRONG AVENUE AND THE POINT OF BEGINNING;

EXHIBIT B

SITE LOCATION WITHIN THE PREMISES

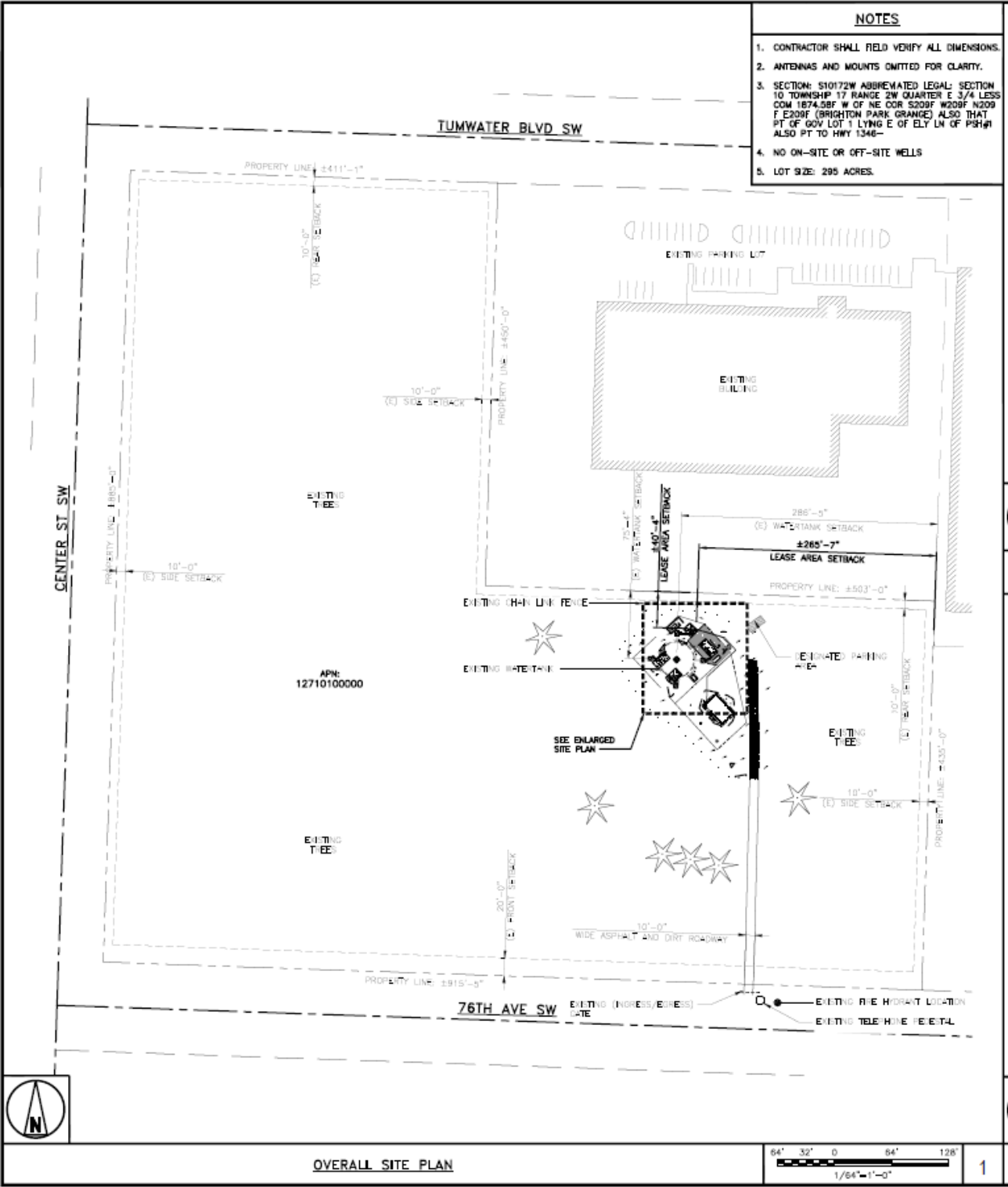
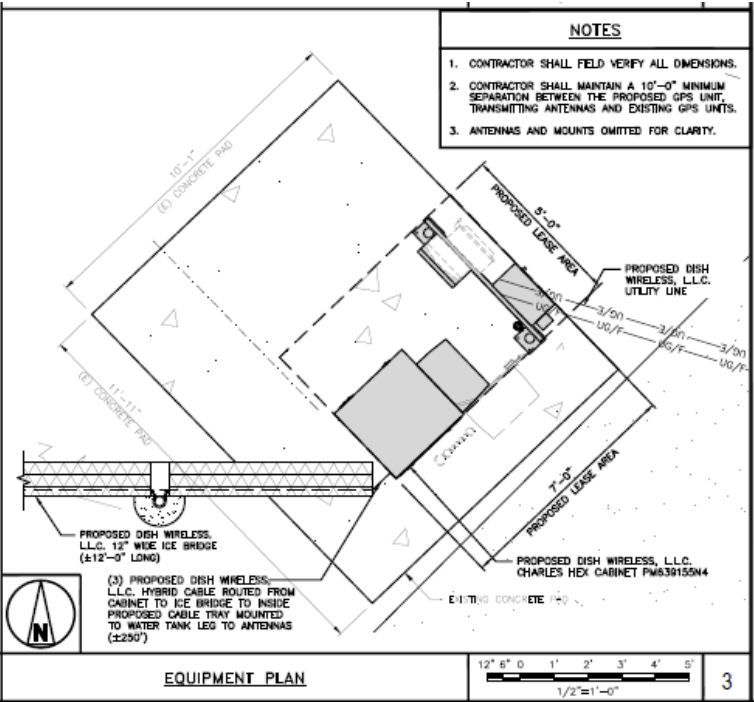
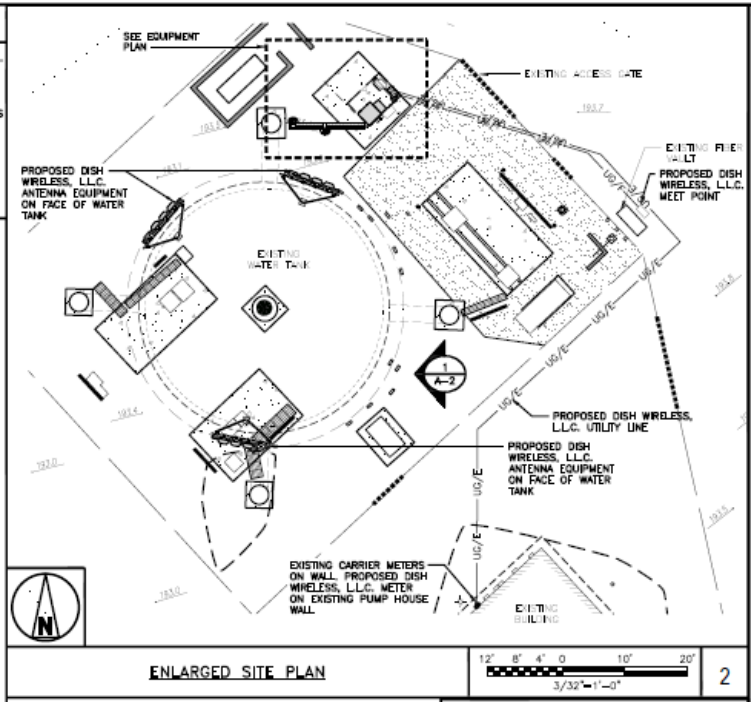


EXHIBIT C

SITE PLAN

[Including Location of Equipment Box/Shed]



TO: City Council  
FROM: Dan Smith, Director – Water Resources & Sustainability  
DATE: February 21, 2023  
SUBJECT: Lease Payment Allocation Agreement with Dish Wireless for the Airport Reservoir

---

1) Recommended Action:

Staff requests City Council approve and authorize the Mayor to sign the Lease Payment Allocation Agreements with the Port of Olympia, allocating revenues for telecommunication leases on the City's Airport Reservoir.

---

2) Background:

The property upon which the City's Airport Reservoir is located is owned by the Port of Olympia. The City of Tumwater has a perpetual easement for the sole purposes of constructing and maintaining water utility facilities on the property. In recognition of the shared property interests, the City of Tumwater and the Port of Olympia have previously agreed that the revenues generated by telecommunication facility leases on the Airport Reservoir are to be split 60% to the city and 40% to the Port. As Council contemplates the proposed Site Lease Agreement with Dish Wireless LLS, a new agreement a new Lease Payment Allocation Agreement with the Port will also need to be executed to allocate the lease revenues

---

3) Policy Support:

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

---

4) Alternatives:

☐ Modify or deny the agreement.

---

5) Fiscal Notes:

This agreement provides for monthly lease allocation payments to the Port of Olympia, providing 40% of the \$1,615 lease revenue.

---

6) Attachments:

A. Lease Payment Allocation Agreement with Dish Wireless

## LEASE PAYMENT ALLOCATION AGREEMENT

**AN AGREEMENT** by which the City of Tumwater, a municipal corporation of the State of Washington ("City") agrees to pay to the Port of Olympia, a special purpose district of the State of Washington ("Port") a portion of the lease payments it receives from DISH WIRELESS, LLC, pursuant to a certain Site Lease Agreement as more particularly set forth herein.

**WHEREAS**, the City entered into a Site Lease Agreement with \_\_\_\_\_ on \_\_\_\_\_, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, said site lease allows DISH WIRELESS, LLC to install and operate certain communications facilities on a steel water tank owned by the City but situated on Port property; and

**WHEREAS**, the City's easement agreement with the Port does not provide for the City's use of the Port property in the manner provided for under the site lease between the City and DISH WIRELESS, LLC; and

**WHEREAS**, in consideration of the Port's agreement to authorize the City to use its property over which the City holds an easement in accordance with the terms of the City's site lease agreement with DISH WIRELESS, LLC, the City agrees to compensate the Port by paying over a portion of the lease payments it receives from DISH WIRELESS, LLC.

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

Section 1. In consideration of the City of Tumwater's payment to the Port of forty percent (40%) of the lease payments it receives from DISH WIRELESS, LLC, the Port hereby agrees and consents to the use of its property upon which the City's steel water tank is situated as set forth in Exhibit "A" attached hereto and incorporated herein as set forth in the site lease agreement between the City and DISH WIRELESS, LLC.

Section 2. The City shall only be obligated to remit the aforementioned share of the money it actually receives from DISH WIRELESS, LLC provided the City shall use reasonable efforts to insure collection of all amounts due.

Section 3. The City agrees to remit the amount due the Port under this Payment Allocation Agreement no more than thirty (30) days following its

receipt of payment from DISH WIRELESS, LLC.

Section 4. This Agreement shall commence on the date of execution by the City and shall terminate upon termination of the Site Lease Agreement between the City of Tumwater and DISH WIRELESS, LLC.

**DATED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF TUMWATER

PORT OF OLYMPIA

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

\_\_\_\_\_  
Richard L. Hughes  
Law Offices of Richard L. Hughes

TO: City Council

FROM: Hanna Miles, Executive Assistant/Deputy City Clerk

DATE: February 21, 2023

SUBJECT: Appointment of Blake Chard to the Civil Service Commission and David Nicandri to the Capital Area Regional Public Facilities District Board of Directors

---

1) Recommended Action:

Confirm the Mayor's appointment of Blake Chard to the Civil Service Commission and David Nicandri as Tumwater's representative to the Capital Area Regional Public Facilities District (CAR-PFD) Board of Directors.

---

2) Background:

Blake Chard has interviewed and shown interest in filling the current vacancy on the Civil Service Commission. Upon Council confirmation, Blake's term will be effective immediately through December 31, 2024.

Trent Grantham has served as Tumwater's representative on the CAR-PFD Board of Directors since 2011 and let his term expire this year. The City of Lacey and Mayor Sullivan recognized Trent's service at the January 19<sup>th</sup> Lacey Council meeting. David Nicandri, current Tumwater Historic Preservation Commissioner and former Councilmember, has volunteered to serve in this role. Upon Council confirmation, David will serve a 4-year term as Tumwater's representative on the CAR-PFD Board of Directors from March 1, 2023, through March 1, 2027.

---

3) Policy Support:

Vision | Mission | Beliefs

Our Vision:

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

---

4) Alternatives:

- ☐ Confirm some of the appointments
  - ☐ Do not confirm the appointments
- 

5) Fiscal Notes:

There is no fiscal impact associated with this action.

---

6) Attachments:

- A. Applications and supplemental information of volunteers.



# APPLICATION

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

Name: Blake Chard

Address: [REDACTED]

Telephone: [REDACTED] (Home) [REDACTED] (Cell)

[REDACTED] (Work)

Date: February 1, 2023 Email: [REDACTED]

## BOARD, COMMITTEE OR COMMISSION

## PREFERENCE NUMBER:

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

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

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

1

## Blake D. Chard

---

---

Over 30 years experience in state and local **government operations** coupled with a **Master of Public Administration**. Four years as Deputy Secretary of the Washington State Department of Social and Health Services. Nearly five years as Director of Utah Division of Juvenile Justice Services. Served four terms as a Utah State Representative.

### CORE COMPETENCIES

Policy development and implementation	Strong Administrator
Public finance and budgeting	Negotiations and coalition building

---

### Professional Experience

---

Retired	Aug 2019 - present
---------	--------------------

Exceptional Foresters Inc. (EFI) Chief Executive Officer	Mar 2014 - Aug 2019
-------------------------------------------------------------	---------------------

Direct the operation of a non-profit agency that provides support for adults with disabilities. Oversee all programs, assuring all contract and government requirements are met. Ensure that EFI's philosophy of care is upheld in all situations. Develop and implement organizational goals consistent with EFI's mission. Represent EFI to external sources including government agencies, social service providers, community support groups, and associations of peer groups.

Washington Student Achievement Council Government Relations Officer	Mar 2013 - Sep 2013
------------------------------------------------------------------------	---------------------

Monitored and analyzed proposed legislation and other developments in the legislature, the Governor's Office, and other entities to keep the Executive Management Team informed. Provided weekly updates to members of the Executive Management Team and Council during the legislative session.

Washington Consolidated Technology Services Government Relations Officer	Oct 2011 - Jun 2012
-----------------------------------------------------------------------------	---------------------

Washington Department of Information Services Director of Government Relations	Aug 2009 - Sept 2011
-----------------------------------------------------------------------------------	----------------------

Advise the director on legislative and government relations. Coordinate request legislation from concept to enactment. Respond to legislative informational inquiries. Coordinate responses to proposed legislation that affect the department/agency.

## Blake D. Chard

---

---

Washington Department of Social and Health Services  
Deputy Secretary

Jun 2005 - Jul 2009

*Provide executive leadership in Washington State's largest department.*

Supervise Directors of Public Affairs Offices, including Governor's Juvenile Justice Advisory Committee, Communications, Government Relations, Diversity Affairs, and Indian Policy and Support Services. Supervise directors of the Special Commitment Center for Sexually Violent Predators, Office of Deaf and Hard of Hearing, Division of Vocational Rehabilitation, Management Services, and Information System Services Division.

Represented Secretary on various commissions and task forces. Interagency Council on Homelessness, Health and Productivity, and Sound Families.

Utah Department of Human Services  
Division of Juvenile Justice Services  
Division Director

Aug 2000 - 2005

Direct the Division of Juvenile Justice Services by setting goals, establish priorities, manage resources, review projects progress and results and make management decisions. Monitor agency or program budget including revenues, expenditures, and budget projection.

Participated on Utah Commission on Criminal and Juvenile Justice and Utah Sentencing Commission.

SmartUTAH  
Vice President  
Internet Consultant

2000  
1998 - 2000

Technical consultant to SmartUTAH Inc., a non-profit foundation that promotes the use of the Internet to provide government services, encourage electronic commerce, and increase citizen participation. Designed, implemented and maintained the SmartUTAH web site.

Executive Director of the Utah Electronic Law & Commerce Partnership, a non-profit organization dedicated to facilitating and encouraging the transition from paper-based services to electronic legal processes and services.

## Blake D. Chard

---

TRW, Ogden, Utah	
Engineering Specialist	1988-1998
Computer Program Coordination Analyst	1985-1988

Project Lead on U.S. Air Force procurement of test software. Reviewed contractor proposals for technical completeness, adequacy and correctness and made recommendations used in the contractor selection process.

Davis County Government	
Analyst/Programmer	1983-1985

Designed and wrote COBOL computer programs for data input, jury selection, and numerous reports.

Davis County Sheriff's Office	
Sergeant	1977-1983

Supervise Deputy Sheriffs in patrol and jail as well as communication staff.

Deputy Sheriff

Patrol, jail, civil process, investigations and emergency medical technician.

U.S. Army	
Field Medic	1973-1976

Utah State Legislature	
State Representative	1993-2000

Represent approximately 30,000 people in the Utah State Legislature. Sponsored, reviewed, and voted on legislation establishing state policy and appropriations. Presented sponsored legislation to standing and interim committees. Served on and chaired legislative committees, commissions, and task forces. Some highlights of my legislative career:

### Education

---

Masters of Public Administration	1982	Brigham Young University, Provo, Utah
Bachelor of Science, Police Science	1980	Weber State College, Ogden, Utah

---

**From:** [Dave Nicandri](#)  
**To:** [Hanna Miles](#)  
**Subject:** Re: City of Tumwater Seeks Volunteer Representative to Serve on the Capital Area Regional Public Facilities District (CARPFD) Board of Directors  
**Date:** Thursday, November 10, 2022 9:13:51 AM

---

Hanna:

Please consider this email a letter of interest in serving on the Capital Area Regional Public Facilities District.

I am a practicing historian, formerly the head of the Washington State Historical Society. In that capacity I became familiar with capital facilities budgeting, having remodeled one building and supervised the financing and construction of the \$50 million Washington State History Museum, which opened in Tacoma in 1996. Both in that capacity, and before that, as a member of the Tumwater City Council (1978-87) I became familiar with the hospitality tax structure in the state of Washington and organizational aspects of tourism promotion.

Sincerely,

Dave Nicandri

On 11/09/2022 9:18 AM Hanna Miles <[hmiles@ci.tumwater.wa.us](mailto:hmiles@ci.tumwater.wa.us)> wrote:

The City of Tumwater is seeking a volunteer, who lives inside the City limits, to serve as Tumwater's representative on the Capital Area Regional Public Facilities District. As directed by RCW 35.57.010(3)(c)(ii), the City is seeking recommendations received from local organizations that include, but are not limited to, the local chamber of commerce, the local economic development council, the local labor council, and a neighborhood organization directly affected by the location of the regional center in their area.

The Capital Area Regional Public Facilities District (PFD), a municipal corporation, is a special taxing district created by Lacey, Olympia, Tumwater, and Thurston County in 2003. It finances payments on bonds issued by Lacey and Olympia for construction of two regional event centers, Lacey's Regional Athletic Complex and Olympia's Hands On Children's Museum. The District is authorized to receive 0.033% of the State share of sales and use tax generated in the four jurisdictions as allowed by RCW 82.14.390. This legislation authorized the use of State revenue to promote economic development by supporting the construction of certain public facilities in local jurisdictions. The PFD apportions this revenue to Lacey and Olympia according to an interlocal agreement. The two jurisdictions are responsible for financing and project management, ownership and maintenance of the facilities. The tax expires twenty-five years after the date it was first collected in 2003.

The Board meets annually to review financial statements and to issue an annual report

to the public on the use of those funds. A seven member Public Facilities District Board of Directors has fiduciary responsibility for the appropriate use of sales tax revenue it collects and distributes. The elected officials of Lacey, Olympia, Tumwater, and Thurston County appoint the PFD Board members. One member is appointed by each jurisdiction. The remaining three board members are appointed as regional representatives, subject to recommendations from local business and community organizations. PFD Board members serve four-year staggered terms. They serve without compensation. The City of Lacey coordinates board activities on behalf of the partnering jurisdictions.

If you or someone you know may be interested, please email a letter of interest and resume ATTN: Mayor Sullivan (with any pertinent personal background information such as previous work or volunteer experience, areas of interest and expertise) to Executive Assistant/Deputy City Clerk Hanna Miles at [hmiles@ci.tumwater.wa.us](mailto:hmiles@ci.tumwater.wa.us).

RCW 35.57 for Public Facilities District and the Creation of the Board and Corporate Powers can be found here: <https://app.leg.wa.gov/RCW/default.aspx?cite=35.57.010>.

If you have any questions, please let me know.

**Hanna M. Miles, MMC** | (she/her)

Executive Asst./Deputy City Clerk

City of Tumwater | Executive Department

555 Israel Road SW | Tumwater, WA 98501

(360) 754-4120 Ext. 2011

[hmiles@ci.tumwater.wa.us](mailto:hmiles@ci.tumwater.wa.us) | [www.ci.tumwater.wa.us](http://www.ci.tumwater.wa.us)

# CAPITAL AREA REGIONAL PUBLIC FACILITIES DISTRICT

## CAR-PFD BOARD OF DIRECTORS

### MEMBER INFORMATION

#### ACTION NEEDED

The four representatives for the cities of Lacey, Olympia, and Tumwater, and Thurston County, are up for reappointment next year. Their terms expire on March 1, 2023. Two of the four representatives would like to be reappointed and the other two are not seeking reappointment.

#### BOARD MEMBERS SEEKING REAPPOINTMENT

Ken Parsons	Thurston County Representative
David Brine	City of Olympia Representative

#### BOARD MEMBERS NOT SEEKING REAPPOINTMENT

Dennis Reed	City of Lacey Representative
Trent Grantham	City of Tumwater Representative

The elected officials of Olympia and Thurston County should take action to either reappoint their representative or appoint a new representative prior to their term expiration.

The cities of Lacey and Tumwater should begin recruitment to fill the vacancies left by their representatives as required by *RCW 35.57.010(3)(c)(ii)*. The elected officials of Lacey and Tumwater should then take action to appoint a new representative following recruitment.

- **DUTIES OF THE BOARD** - In accordance with paragraph 3.C. of the Interlocal Agreement, the Public Facilities District shall file annual financial statements and annual reports with Olympia, Lacey, Tumwater, and the County within 90 days after the end of each fiscal year. No other powers are granted and no other duties are authorized to be performed by the District, unless authorized by the District's Charter and the terms of the contract between the District and City of Olympia and the contract between the District and City of Lacey.
- **NUMBER OF BOARD MEMBERS** - The Board shall be composed of seven members appointed in accordance with the terms of *RCW 35.57.010(3)(c)*.
- **TERM** - Four-year terms (*RCW 35.57.010(3)(c)*)
- **FOUR MEMBERS** - Of the four members to be reappointed under *RCW 35.57.010(3)(c)(ii)*, one each shall be appointed by the legislative authorities of the cities of Olympia, Lacey and Tumwater, and Thurston County. The appointments shall be subject to the recommendations from local organizations required by *RCW 35.57.010(3)(c)(ii)*, as follows:

“The four members appointed by the legislative authority are based on recommendations from local organizations. The members appointed under (c)(ii) shall be based on recommendations received from local organizations that include, but are not limited to the local chamber of commerce, the local economic development council, the local labor council, and a neighborhood organization that is directly affected by the location of the regional center in their area.”

- **THREE MEMBERS** - Three members appointed as district-wide appointees by the legislative authorities of the cities of Olympia, Lacey, and Tumwater, and Thurston County. The members appointed shall not be members of the legislative authorities. (RCW 35.57.010(3)(c)(i))



TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: February 21, 2023  
 SUBJECT: Preliminary Docket for 2023 Comprehensive Plan Amendments

---

1) Recommended Action:

Approve the proposed Preliminary Docket of 2023 Comprehensive Plan Amendments to go forward for the review as part of the Final Docket of Comprehensive Plan amendments.

---

2) Background:

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City's Comprehensive Plan and corresponding rezones are only considered once per calendar year. On October 18, 2022, the City Council approved Ordinance No. O2022-023, which suspended the Comprehensive Plan Annual Amendment Cycle during the 2023 – 2025 Comprehensive Plan Update, except for City-sponsored amendments.

The City's annual 2023 Preliminary Docket of Comprehensive Plan amendments include two City-sponsored Comprehensive Plan amendments: adoption of the 2024 – 2029 Six-Year Capital Facilities Plan Update and adoption of the Old Highway 99 Corridor Plan.

The Planning Commission reviewed the Preliminary Docket on January 24, 2023 and the General Government Committee reviewed the Preliminary Docket on February 8, 2023. Both recommended that both items go forward for the review as part of the Final Docket of Comprehensive Plan amendments.

The Planning Commission is scheduled to start consideration of the Final Docket of Comprehensive Plan amendments on July 25, 2023.

---

3) Policy Support:

Goal LPP-1: Provide sufficient and efficient services to Tumwater and the Urban Growth Area.

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.

---

4) Alternatives:

☐ None

---

5) Fiscal Notes:

This is an internally funded work program task.

---

6) Attachments:

A. Staff Report

**2023 ANNUAL CITY OF TUMWATER  
COMPREHENSIVE PLAN TEXT AMENDMENTS**

**PRELIMINARY DOCKET**

**STAFF REPORT**

**CITY COUNCIL REGULAR MEETING**

**Introduction**

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed text amendments to the City’s Comprehensive Plan can only be considered once per calendar year. On October 18, 2022, the City Council approved Ordinance No. O2022-023, which suspended the Comprehensive Plan Annual Amendment Cycle during the 2023 – 2025 Comprehensive Plan Update, except for City-sponsored amendments.

The first part of the review process for the 2023 Comprehensive Plan amendments is a review of the Preliminary Docket to determine which items will move on to the Final Docket for staff review and consideration by the Planning Commission and City Council later this year.

The 2023 Preliminary Docket includes two City-sponsored Comprehensive Plan text amendments.

- 1. Adoption of the 2024 – 2029 Six-Year Capital Facilities Plan Update
- 2. Adoption of the Old Highway 99 Corridor Plan

The Planning Commission reviewed the Preliminary Docket on January 24, 2023 and the General Government Committee reviewed the Preliminary Docket on February 8, 2023. Both recommended that both items go forward for the review as part of the Final Docket of Comprehensive Plan amendments.

The Planning Commission is scheduled to start consideration of the 2023 Final Docket of Comprehensive Plan amendments on July 25, 2023.

Note that this process is separate from the required ten-year update of the Comprehensive Plan and development code that we will be working on this year through 2025.

**Contents**

Introduction ..... 1

A. 2023 CITY SPONSORED COMPREHENSIVE PLAN TEXT AMENDMENTS .	2
1. Adoption of the 2024 – 2029 Six-Year Capital Facilities Plan Update .....	2
2. Adoption of the Old Highway 99 Corridor Plan .....	2
Review and Approval Criteria.....	4
Proposed 2023 Comprehensive Plan Amendment Schedule (Note dates subject to change) .....	4
Public Notification .....	5
Staff Conclusions .....	5
Planning Commission and General Government Committee Recommendation .....	6
Staff Contact .....	6

## A. 2023 CITY SPONSORED COMPREHENSIVE PLAN TEXT AMENDMENTS

### 1. Adoption of the 2024 – 2029 Six-Year Capital Facilities Plan Update

**Proposal**                      1. Adoption of the 2024 – 2029 Six-Year Capital Facilities Plan Update

**Sponsor**                      City of Tumwater

#### **Background**

The purpose of the update is to address Growth Management Act requirements to update the City's Six-Year Capital Facilities Plan with new data and analysis and confirm implementation actions every two years.

City staff has been working on the update of the Six-Year Capital Facilities Plan for the past two years to reflect the changes that have occurred in the City since the Plan's last update as part of the 2021 Comprehensive Plan Text Amendments. The Capital Facilities Plan is an Element of the Comprehensive Plan.

### 2. Adoption of the Old Highway 99 Corridor Plan

**Proposal**                      1. Adoption of the Old Highway 99 Corridor Plan

**Sponsor**                      City of Tumwater

#### **Background**

The Old Highway 99 Corridor Plan examines multimodal safety and mobility issues and incorporates land use, environmental, and transportation considerations as

necessary to determine preferred alignment, cross sections, intersection control, stormwater strategies, mitigation strategies, right-of-way needs, implementation strategies, and future project estimates.

Old Highway 99 was first assigned in the mid-1920s as the original north-south highway running along the West Coast of the United States. From Blaine, Washington, in the north to its southern terminus in Calexico, California, it ran 1,600 miles border to border.

In Washington State, this corridor spurred growth and commerce for more than 40 different communities as goods and travelers could quickly navigate from one City to the next.

While this route has since lost many of its once-daily travelers to Interstate 5, the corridor still offers an identity that is closely linked to many early west coast cities. In recent years, many of these communities have invested in revitalizing this route through main street projects, place-making efforts, and expanded boulevards.

At the local level, Old Highway 99 connects south Thurston County, Bush Prairie, and the Olympia Regional Airport to the City of Tumwater and Interstate 5. Commercial and residential use levels have crept upwards in recent years, extending peak commute hours and lengthening vehicle queues.

The City of Tumwater has invested in planning studies and improvements to the north along the Capitol Boulevard corridor. The results of these studies can be found on the *Capitol Boulevard Corridor Planning Project* page on the City website.

Old Highway 99 Corridor Plan addresses the development and improvement of Old Highway 99 from 79th Avenue to 93rd Avenue. Currently, there are no bike lanes along this stretch of the corridor, and sidewalks only exist in a few locations.

The City asked for feedback on the corridor in the fall of 2020 using a platform called Maptionnaire that allowed users to provide map-based comments along the corridor in addition to a traditional survey.

The five main improvements people wanted to see along the corridor included:

- Bicycle Lanes/Paths
- Sidewalks
- Reduced Traffic Congestion
- Intersection Safety
- Street Lighting

In 2016, the City updated the Transportation Element of its Comprehensive Plan. This process determined two lanes are required in either direction on Old Highway 99 from 79th Avenue to 88th Avenue to meet increasing demands of traffic.

Design alternatives were evaluated based on how well they met the identified needs of the community and the requirements of the City's Transportation Plan. Consistent with the Transportation Plan, the project stakeholders recommended the replacement of existing signals with roundabouts.

### **Review and Approval Criteria**

Comprehensive Plan text amendments are subject to the criteria below from Tumwater Municipal Code (TMC) 18.60.025(B):

1. *All amendments to the comprehensive plan must conform with the requirements of the Washington State Growth Management Act, Chapter 36.70A RCW, and all amendments for permanent changes to the comprehensive plan must be submitted to the Washington State Department of Commerce, pursuant to RCW 36.70A.106.*
2. *Text amendments and site-specific rezone applications should be evaluated for internal consistency with the comprehensive plan, and for consistency with the county-wide planning policies, related plans, and the comprehensive plan of Thurston County or cities which have common borders with Tumwater.*
3. *Whether conditions in the area for which comprehensive plan change/zoning amendment is requested have changed or are changing to such a degree that it is in the public interest to encourage a change in land use for the area.*
4. *Whether the proposed comprehensive plan zoning amendment is necessary in order to provide land for a community-related use which was not anticipated at the time of adoption of the comprehensive plan.*

### **Proposed 2023 Comprehensive Plan Amendment Schedule (Note dates subject to change)**

#### 2023 Preliminary Docket Process

##### *Planning Commission*

- January 24, 2023 – Planning Commission briefing (complete)

##### *City Council*

- February 8, 2023 – General Government Committee briefing (complete)
- February 21, 2023 – City Council consideration

2023 Final Docket Process*Notice of Intent and SEPA Review*

- July 2023 – Submit Notice of Intent to Commerce
- July 2023 – SEPA Review

*Planning Commission*

- July 25, 2023 – Planning Commission briefing
- August 8, 2023 – Planning Commission worksession
- August 22, 2023 – Planning Commission hearing

*City Council*

- September 13, 2023 – General Government Committee briefing
- September 26, 2023 – City Council worksession
- October 3, 2023 – City Council consideration

**Public Notification**

A Notice of Public Hearing for the Planning Commission will be issued after the Planning Commission establishes a hearing date on the 2023 Final Docket. The notice will be posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

**Staff Conclusions**

1. All the proposed Comprehensive Plan text amendments will need to meet the review and approval criteria found in TMC 18.60.025(B).
2. All the proposed Comprehensive Plan text amendments will need to be consistent with the goals of the Washington State Growth Management Act.
3. All the proposed Comprehensive Plan text amendments will need to be consistent with the goals of the Land Use Element of the Comprehensive Plan.
4. All the proposed Comprehensive Plan text amendments will need to be consistent with the goals of the Transportation Plan of the Comprehensive Plan.
5. All the proposed Comprehensive Plan text amendments will need to be consistent with the goals of the Parks, Recreation, and Open Space of the Comprehensive Plan.

6. The potential impacts of all the proposed 2023 Comprehensive Plan text amendments will need to be considered together with the criteria found in TMC 18.60.025(B) and proposed amendments should not create any inconsistencies when evaluated together.
7. Based on the above review and analysis, staff will need to conclude that all the proposed Comprehensive Plan text amendments are consistent with the requirements of the Washington State Growth Management Act, Thurston County-Wide Planning Policies, the goals of Sustainable Thurston, and the Comprehensive Plan.

### **Planning Commission and General Government Committee**

#### **Recommendation**

1. The Planning Commission and General Government Committee recommend that all the amendments in the 2023 Preliminary Docket go forward as part of the 2023 Final Docket of Comprehensive Plan text amendments.

#### **Staff Contact**

Brad Medrud, AICP, Planning Manager  
City of Tumwater Community Development Department  
(360) 754-4180  
bmedrud@ci.tumwater.wa.us