



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, August 20, 2026
11:00 AM**

1. Call to Order
2. Roll Call
3. Addendum 1 to Lease Agreement with South Puget Sound Community College (Water Resources & Sustainability Department)
4. Percival Creek Fish Passage Barrier Removal Project – Request for Increase to Change Order Authority (Transportation & Engineering Department)
5. Additional and Future Items
6. Adjourn

Meeting Information

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

Watch Online

<https://us02web.zoom.us/j/89812733518?pwd=42ZbzQy2gFekjNXpcgwHAaMSIfRgLL.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 898 1273 3518 and Passcode 883959.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator

directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: August 20, 2026
 SUBJECT: Addendum 1 to Lease Agreement with South Puget Sound Community College

1) Recommended Action:

Place Addendum 1 for the Offsite Lease with South Puget Sound Community College on the September 1, 2026 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

In September 2023, the Water Resources & Sustainability Department (WRS) moved to a new office space on the South Puget Sound Community College (SPSCC) campus due to office space limitations at City Hall. This partnership between SPSCC and the city resulted in expanded space for city personnel at both sites, including increased parking for staff, fleet, and public vehicles.

In the last three years, WRS has expanded and reached maximum capacity of the existing office space. SPSCC has offered WRS to add 160 square feet of additional space within the same building to the existing lease to provide an additional office space and small meeting space. Limited tenant improvements will be done for minor electrical needs and other miscellaneous office requirements, all of which are not to exceed a \$5,000.00 shared cost between Lessor and Lessee.

The lease is also being amended update the rent payment schedule from a monthly basis to quarterly, which reflects current practice.

3) Policy Support:

Tumwater Excellence: Refine and sustain a great organization.

- Support an environment of continuous learning and improvement for staff and Council.
-

4) Alternatives:

- ☐ Reject the amendment and require WRS staff to seek alternatives for accommodating employee needs.
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5) Fiscal Notes:

Annual rent for the current office space on this lease totals \$61,299.00 or \$15,324.75 per quarter. With the addition of two personal office spaces, annual rent is increased to \$70,453.17, or 17,613.29 per quarter.

This lease is funded by the Drinking Water, Sanitary Sewer, and Stormwater funds and is sufficiently funded within WRS's 2025-2026 approved budget for lease expenses.

6) Attachments:

- A. Addendum 1 to Lease Agreement with South Puget Sound Community College
- B. Original Lease Agreement



ADDENDUM NO. 1 TO LEASE AGREEMENT

South Puget Sound Community College / City of Tumwater

This Addendum No. 1 ("Addendum") is entered into by and between **South Puget Sound Community College** ("Lessor") and the **City of Tumwater** ("Lessee") and amends that certain Lease Agreement dated September 15, 2023 (the "Lease") for premises located in Building 32, 2011 Mottman Road SW, Olympia, Washington.

Except as expressly modified herein, all terms and conditions of the Lease remain unchanged and in full force and effect.

This Addendum shall be effective as of September 15, 2026.

1. Premises – Additional Rooms

Article 1(a) (Premises) is hereby amended to include the following additional rooms:

- Rooms 101 and 102 are added to the leased Premises in Building 32.

All references to "Premises" within the Lease shall be deemed to include Rooms 101 and 102.

2. Rent Adjustment

Article 1(d) (Lease Amount) is amended as follows:

- Effective September 15, 2026, the rent for the Premises shall be Seventy Thousand Four Hundred Fifty-Three Dollars and Seventeen Cents (\$70,453.17) annually, payable in equal quarterly installments of Seventeen Thousand Six Hundred Thirteen Dollars and Twenty-Nine Cents (\$17,613.29). This increase is based on the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1) and includes an additional Six Hundred Nine Dollars and Sixty Cents (\$609.60) for the addition of Rooms 101 and 102. Thereafter, for each successive year during the Lease Term, the annual Lease amount shall be adjusted by the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1), provided, however, that no such annual adjustment shall exceed three percent (3%).

3. Tenant Improvements – Rooms 101 and 102

Article 8 (Repairs and Alterations) is amended to include the following:

- Lessee is hereby authorized, subject to the terms and conditions of the Lease, to undertake tenant improvement work within Rooms 101 and 102, including, without limitation, space reconfiguration, flooring, painting, electrical work, mechanical work, and such other related improvements as may be reasonably necessary for office use.



The total cost of the tenant improvements associated with Rooms 101 and 102 shall be a shared cost between the lessor and lessee. The shared cost for the City of Tumwater (lessee) shall not exceed Five Thousand Dollars (\$5000).

- All such improvements shall be performed in accordance with the terms of Article 8 of the Lease.

4. Full Force and Effect

Except as expressly modified by this Addendum, all terms and conditions of the Lease remain unchanged and in full force and effect.

5. Signatures

IN WITNESS WHEREOF, the parties have executed this Addendum No. 1 to Lease Agreement as of the dates set forth below.

LESSOR: South Puget Sound Community College By: _____ Name: Tysha Tolefree Title: Vice President for Finance and Operations Date: _____ Approved as to form: _____ Assistant Attorney General	LESSEE: City of Tumwater By: _____ Name: _____ Title: _____ Date: _____ Attest: _____ City Clerk Approved as to form: _____ City Attorney
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EXHIBIT B-1

LEASE AREA FLOOR PLAN – BUILDING 32

This Exhibit B-1 supplements Exhibit B to the Lease and reflects the addition of Rooms 101 and 102 to the Premises. Except as expressly stated herein, Exhibit B and all other terms of the Lease remain unchanged.

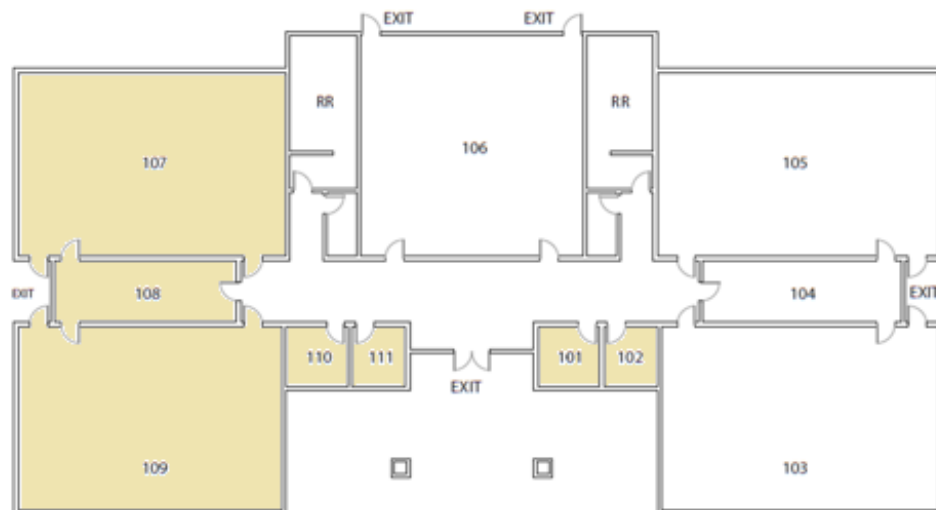
Updated Space Allocation – City of Tumwater

Room	Square Feet	Used By	Function
101	80	City of Tumwater	Office / Workspace
102	80	City of Tumwater	Office / Workspace
107	1,000	City of Tumwater	Offices / Work Room
108	250	City of Tumwater	Storage / Break Room
109	1,000	City of Tumwater	Offices
110	100	City of Tumwater	Meeting
111	100	City of Tumwater	Meeting

Revised Total Square Footage

- Existing Premises: 2,450 SF
- Additional Rooms (101 & 102): 160
- Total Revised Premises: 2610

BLDG. 32, NATURAL SCIENCES



AGREEMENT OF LEASE

THIS LEASE, dated September 15, 2023, is by and between, SOUTH PUGET SOUND COMMUNITY COLLEGE, hereinafter called "Lessor", and CITY OF TUMWATER, hereinafter called "Lessee".

1. NONSTANDARD PROVISIONS

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

(a) Premises:

Building Name: Building 32, 2011 Mottman Road SW, Olympia WA 98512
Room Numbers: 107, 108, 109, 110, and 111.

(b) Approximate floor area of Premises: 2,450 Square Feet excluding Common Area

(c) The term of this Lease shall be five (5) years and shall commence on September 15, 2023 and end on September 14, 2028, inclusive. Any amendments to the contract must be made by mutual written consent of Parties.

(d) The Lease amount for the first two (2) years shall be Sixty-One Thousand Two Hundred Ninety-Nine Dollars and no cents (\$61,299.00) annually, payable in monthly installments. Beginning September 15, 2025, and in each successive year, the annual Lease amount shall be increased by the Seattle-Tacoma-Bellevue Consumer Price Index (CPI-W, 1982-84=100, Half 1), but in no case by an amount greater than three percent (3%) per year.

(e) Uses permitted on Premises:

Lessee shall operate an office including administrative and managerial activities, consultant and client meetings, document, equipment, and material storage, staff dining, and limited public presentations, networking and business events.

(f) Attached hereto, *Exhibit A: Memorandum of Lease between the City of Tumwater, Water Resources and Sustainability /South Puget Sound Community College Regarding Leasing of Building 32 Facility*, is hereby incorporated into this Lease and made a part hereof. In the case of conflict between Exhibit A and the terms of this Lease, this Lease shall take precedence.

2. PREMISES

Lessor hereby Leases to Lessee, and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, those certain Premises, described in Article 1 (a) and (b) and shown outlined on the standard floor plan attached hereto marked Exhibit "B" and made a part hereof, in that certain Building to be known as SPSCC Mottman Campus Building 32, situated in the City of Olympia, County of Thurston, State of Washington, located at 2011 Mottman Road SW, hereinafter referred to as the "Building" and located on the following real property:

Mottman Campus parcel description: Parcel Number 12828110500

Abbreviated Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR.

Full Legal Description: Section 28 / 27 Township 18 Range 2W Quarter NE / NW LYING WLY OF THE C/L OF PERCIVAL CREEK AND LYING ELY OF A LINE DESCRIBED AS: BAP ON THE N LINE OF SD SUBDIVISION 88-33-37E 800FT FROM NW COR, THENCE S01-26-23W TO S LINE OF SD SUBDIVISION EXCEPTING PTN OF SD NE LYING NLY OF THE SLY LINE OF PLAT OF PERCIVAL CREEK DIV 1 AND SLY OF THE NLY LINE OF PLAT OF SOMERSET HILL, Parcels involved in project to administratively combine parcels for appraisal purposes ALSO for appraisal purposes only 28-18-2W NE4 Plat SECOND CAPITOL ADDITION TO OLYMPIA GLA090016OL PTN TR A Document 4092906 LYING IN OLYMPIA TCA, OTHER PTN TR A 73406100100 LYING IN TUMWATER TCA and for appraisal purposes only 27-18-2W NW4 Plat SECOND ADDITION TO OLYMPIA BLDG G Document 2408/0866 LESS CROSBY BLVD ROW3228527

3. USE

Premises may be used and occupied only for the purpose set forth in Article 1 (e) and for no other purpose or purposes without the written consent of Lessor. No use shall be made of Premises, no act done in or about Premises, which is illegal, unlawful, or which will increase the existing rate of insurance upon Building. Lessee shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other Lessee in Building, nor shall Lessee, without the written consent of Lessor, use any apparatus, machinery, or device in or about Premises which shall cause any substantial noise or vibration. If any of Lessee's office machines and equipment (other than normal small office equipment such as office equipment, computers, printers, and the like) should disturb the quiet enjoyment of any other occupants in Building, then Lessee shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Lessee shall observe such reasonable rules and regulations as may be adopted and published by Lessor for the safety, care and cleanliness of Premises or Building and the preservation of good order therein. Lessee shall be entitled to the same right of quiet enjoyment from other occupants of the Building. Normal accessible Building hours are 7:00 a.m. to 10:00 p.m., Monday through Friday, with access on weekends as needed.

Lessor shall make available such areas and facilities for the common use of all tenants of the Building including lobbies, restrooms, parking areas, driveways, loading areas, access and egress, and walkways. Lessee and its employees, agents and invitees shall have the non-exclusive right to use the Common Areas as it pertains to the first floor as indicated in Exhibit B subject to reasonable rules and regulations of the Lessor.

Lessor represents that:

Lessor has authority to execute this Lease;

Lessor 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 Lessee;

There is legal ingress and egress to the Premises from a public right of way; and Execution and performance of this Lease will not violate any laws or agreements binding the Lessor.

Lessor covenants and agrees with Lessee that upon Lessee paying the rent agreed and observing and performing all the terms, covenants and conditions of the Lease, Lessee may peacefully and quietly enjoy the Premises.

4. TERM

The term of this Lease shall be five (5) years and shall commence on September 15, 2023 and end on September 14, 2028, inclusive. This Lease may be terminated by either party at any time with six months written notice. Additional provisions within this lease identify specific circumstances in which the lease may be Terminated.

Option or options to extend this Lease for any additional terms after the initial term shall be by mutual written agreement of the parties. The Lessee will give written notice to the Lessor at least three months before the end of the Lease Term if Lessee wants to extend the lease. It is the intention that renewals will be negotiated.

5. RENT

Lessee shall pay Lessor the monthly rental which is set forth in Article 1 (d) in United States currency of the present standard of value in advance of the first (1st) working day of each calendar month during said term, at the office of Lessor in Building or at such other place as Lessor may from time to time designate in writing. The installment of rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month. Late rent penalty of five percent (5%) of the monthly rent shall be immediately due for any rent paid later than the fifth (5th) of any month.

The monthly rental rate shall include water, sewer, stormwater, natural gas and electric utilities, garbage and recycling collection, and janitorial services. Lessee shall timely pay directly for telephone and cable services.

6. SECURITY DEPOSIT

No security deposit shall be required.

7. SERVICES

Lessor, at its sole cost, shall provide the services described in Exhibit "C" attached.

Lessor shall not be liable for damages, nor shall the rental herein reserved be abated for failure to furnish or delay in furnishing any of the foregoing services, when such failure or delay is caused by accident or conditions beyond the control of Lessor, or by labor disturbances or labor disputes of any character, or by inability to secure fuel, supplies, machinery, equipment or labor after reasonable efforts to do so, or by the making of necessary repairs or improvements to Premises or to Building. Nor shall a temporary failure of not more than 30-days to furnish any of such services because of an inability to secure labor or other means to provide such services be construed as an eviction of Lessee or relieve Lessee from the duty of observing and performing any of the provisions of this Lease.

8. REPAIRS AND ALTERATIONS

Lessee agrees by taking possession of Premises that Premises are then in a tenantable and good condition; that Lessee will take good care of Premises, and that Premises will not be altered or changed without the written consent of Lessor. Lessor specifically authorizes:

Lessee will complete tenant improvement activities, which include (but not limited to) internal remodel from two classrooms into an open space concept for 10 work stations and meeting space, construction of two walled offices, new carpet and paint, and other electrical, plumbing, or other work necessary to support the office spaces.

All damage or injury done to Premises by Lessee shall be paid for by Lessee and Lessee shall pay for all damage to the Building caused by Lessee's misuse to Premises or the appurtenances thereto. All repairs to Premises necessary to maintain Premises in a tenantable and good condition shall be done by or under the direction of Lessor and at Lessor's expense except as otherwise specifically provided herein. Lessee shall be responsible for the expense of repair and replacement to Lessee's installed equipment and improvements. Lessee shall pay for the replacement and maintenance of doors or windows of Premises which are cracked or broken by Lessee, its employees, agents or invitees. Lessee shall not make changes to locks on doors or add, disturb or in any way change any plumbing or wiring without first obtaining written consent of Lessor. Lessee shall not put any curtains, draperies or other hangings other than those coordinated with the Lessor on or beside the windows in Premises. Lessor may make any alterations or improvements which Lessor may deem necessary for the preservation, safety or improvements of the Premises except fixtures installed by Lessee and which are removable without damage to Building. Access to the Building for said work shall be coordinated between the Parties except for life safety and emergency conditions which require immediate attention. Lessee shall, at the termination of this Lease by the expiration of time or otherwise, surrender and deliver Premises to Lessor in as good condition as when received by Lessee from Lessor, reasonable use and wear and damage by fire or other casualty excepted.

9. ENTRY AND INSPECTION

Upon advance notice, Lessee will permit Lessor and its agents to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of cleaning, repairing, altering or improving Premises or Building. When reasonably and actually necessary for such purposes, and in coordination with the Lessee, Lessor may temporarily close entrances, doors, corridors, elevators or other facilities without liability to Lessee by reason of such closure and without such action by Lessor being construed as an eviction of Lessee or relieve the Lessee from the duty of observing and performing any of the provisions of this Lease. Lessor shall have the right to enter Premises upon notice to Lessee during the hours of typical office use for the purpose of showing Premises to prospective Lessees for a period of ninety (90) days prior to the expiration of the Lease term.

10. DAMAGE OR DESTRUCTION

If Premises or Building are damaged by fire or other casualty which was not caused by the Lessee or the officers, equipment, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of the Lessee, the damage shall be repaired by and at the expense of Lessor, provided such repairs can be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. Until such repairs are completed, the rent shall be abated in proportion to the part of Premises which is unusable by Lessee in the conduct of its business (but there shall be no abatement of rent by reason of any portion of Premises being unusable for a period

equal to one day or less). If such repairs cannot be made within sixty (60) days, then either party may, by written notice to the other, cancel this Lease. A total destruction of Building shall automatically terminate this Lease. Rent shall not be abated if fire or other casualty was caused by the Lessee, or the officers, equipment, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee.

11. ADVERTISING

Lessor shall have the right to prohibit any advertising by Lessee which, in its opinion, tends to impair the reputation of the Building as a first class business or professional area.

12. SIGNS

Lessee will not inscribe, any inscription or post, place, or in any manner display any permanent exterior sign anywhere in or about the Leased Premises of Building, without first obtaining Lessor's written consent thereto. Lessee shall be responsible for the maintenance of all exterior signage to satisfaction of Lessor.

13. ACCIDENTS, INDEMNITY AND WAIVER OF SUBROGATION

Lessee shall defend, ~~and~~ indemnify, and hold harmless Lessor (including authorized agents and employees) from and against any and all liability, damages, costs, or expenses, including reasonable attorneys' fees and costs, rising from any act, omission, or sole negligence of Lessee, or the officers, contractors, licensees, agents, servants, employees, guests, invitees, or visitors of Lessee in or about the Premises, or arising from any accident, injury, or damage, howsoever and by whomsoever caused, to any person or property, occurring in or about the Premises, provided that the foregoing provision shall not be construed to make Lessee responsible for loss, damage, liability or expense resulting from injuries to third Parties caused by the negligence of Lessor (including authorized agents and employees).

Lessee and Lessor each hereby waive any right of recovery or subrogation against the other due to loss of or damage to the real or personal property of either party, and any business interruption loss or rental loss, when such loss or damage arises out of the Acts of God or any of the property perils whether or not such perils have been insured, self-insured or non-insured against.

14. INSURANCE

Lessee, at its sole expense, shall procure and maintain in full force and effect. Commercial general liability coverage in responsible companies qualified to do business in the State of Washington, which shall insure Lessee and his agents and employees against all claims for injuries or death to persons occurring in or about the leased Premises in the amount of at least \$2,000,000 for any one person and in the amount of \$2,000,000 for any one occurrence, and against all claims for damages to loss of property occurring in or about the leased Premises in the amount of \$2,000,000 or such other amounts as Lessor shall deem necessary, based on periodic insurance reviews, in respect to injury or damage to persons or property.

Lessee agrees to furnish Lessor with policies or certificates of such insurance naming Lessor as an additional insured prior to the commencement of the term hereof. Each such policy shall be non-cancelable without at least thirty (30) days written notice to Lessor. At Lessee's option Lessee may

elect to self-insure under the same terms as set forth above. Lessee shall maintain any Worker's Compensation insurance as required by the state of Washington.

Lessee covenants and agrees that it will not do or permit anything to be done on the leased Premises during the term hereof, which will increase the risk of damage to the Building which the leased Premises form a part.

Lessor employees, officers, and agents are protected against claims based on their negligence while acting as agents of the state and/or South Puget Sound Community College. This protection is provided by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.070). Claims or judgments against the state, its employees, and/or its agents will be paid from the Revolving Trust Fund as provided in RCW 4.92.130.

15. LIENS AND INSOLVENCY

Lessee shall keep Premises and Building free from any liens or encumbrances arising out of any work performed by Lessee, materials furnished by Lessee, or obligations incurred by Lessee.

16. DEFAULT AND RE-ENTRY

If Lessee fails to pay any installment of rent within ten (10) days after written notice, or to perform any other covenant under this Lease within thirty (30) days after written notice from Lessor stating the nature of the default, Lessor may cancel this Lease and re-enter and take possession of Premises using all necessary force to do so; provided, however, that if the nature of such default other than for non-payment of rent is such that the same cannot reasonably be cured within such thirty-day period, Lessee shall not be deemed to be in default if Lessee shall within such period commence such cure and thereafter diligently prosecute the same to completion. Notwithstanding such re-entry by Lessor, the liability of Lessee for the rent provided for herein shall not be extinguished for the balance of the term of this Lease, and Lessee covenants and agrees to make good to the Lessor any deficiency arising from a re-entry and reletting of the Premises at a lesser rental than agreed to herein. Lessee shall pay such deficiency each month as the amount thereof is ascertained by Lessor.

In the event of any such retaking of possession of Premises by Lessor as herein provided, Lessee shall remove all personal property located thereon and, upon failure to do so upon demand of Lessor, Lessor may reasonably remove and store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of Lessee. If Lessee shall fail to pay any sums due hereunder or the cost of storing any such property after it has been stored for a period of thirty (30) days or more, after ten (10) days notice to the Lessee, Lessor may sell any or all of such property at public or private sale and shall apply the proceeds of such sale first to the cost of such sale; second, to the payment of the charges for storage, if any; and third, to the payment of any other sums of money which may be due from Lessee to Lessor under the terms of this Lease, and the balance, if any, to Lessee. Lessee hereby waives all claims for damages that may be caused by Lessor's lawfully re-entering and taking possession of Premises or lawfully removing and storing the property of Lessee as herein provided, and will save Lessor harmless from loss, costs or damages occasioned Lessor thereby, and no such lawful re-entry shall be considered or construed to be a forcible entry.

17. SURRENDER OF POSSESSION

Upon expiration of the term of this Lease, whether by lapse of time or otherwise, Lessee shall promptly and peacefully surrender Premises to Lessor.

18. COSTS, ATTORNEYS' FEES AND VENUE

If Lessee or Lessor shall bring any action or proceeding for any relief against the other, declaratory or otherwise, arising out of this Lease, including any suit by Lessor for the recovery of rent or possession of Premises, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in the action or proceeding. Venue for any proceeding involving this agreement shall be in Thurston County, Washington.

19. NON-WAIVER

Waiver by Lessor or Lessee of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition, or of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease, other than the failure of Lessee to pay the particular rent so accepted regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

20. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease or sublet Premises or any part thereof without first obtaining Lessor's written consent, which consent shall not be unreasonably withheld. Lessee shall remain liable for the payment of all sums agreed to be paid under the terms of this Lease despite any such assignment. However, if at the time of any such assignment Lessee establishes to the reasonable satisfaction of Lessor that its assignee is of financial responsibility equal to or superior to Lessee, Lessee shall be released from all such liability by an instrument in writing signed by Lessor. Consent to any such assignment or subletting shall not operate as a waiver of the necessity for a consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Lessee. In the event of an assignment or subletting which requires Lessor's time and/or expense, Lessee shall reasonably compensate Lessor for such expenses. If Lessee is a corporation, then any transfer of this Lease by merger, consolidation or liquidation or any change in the ownership of, or power to vote, the majority of its outstanding voting stock shall constitute an assignment for the purposes of this article.

21. SUCCESSORS

All of the covenants, agreements, terms and conditions contained in this Lease shall apply to and be binding upon Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns.

22. TAX ON RENTAL

If any governmental authority or unit under any present or future law effective at any time during the term of this Lease shall in any manner levy a tax on rentals payable under this Lease or on rentals accruing from use of Premises under this Lease or a tax in any form against Lessor because of or measured by income derived from the Lease or rental of Premises, the amount of the next succeeding month's rent following payment of such tax by Lessor shall be increased by an amount equal to such tax paid by Lessor, and for Lessee's default in paying the rent thus revised, Lessor shall have the same remedies as upon failure to pay rent. Lessee shall not be liable to pay any amount because of income

tax of a general nature applicable to Lessor's various interests or sources of income or tax imposed on Lessor for inheritance, gift or succession taxes imposed or measured by rentals or otherwise. In the event that it shall not be lawful for Lessee to pay such tax, the rent payable to Lessor under this Lease shall be revised to net Lessor the same net rental after imposition of any such tax as would have been payable to Lessor prior to the imposition of any such tax.

23. SUBORDINATION

So long as Lessor has fully performed under the terms of this Lease, Lessee agrees to execute, within ten (10) days of written request by Lessor, the state's standard Tenant Estoppel and Subordination Agreements which have been approved as to form by the Office of the Attorney General. A \$400.00 processing fee will be assessed for processing these documents.

24. CONDEMNATION

If the whole of Premises, or if such portion of either Premises or the facilities in Building as may be required for the reasonable use of Premises, shall be taken by virtue of any condemnation or eminent domain proceeding, this lease shall automatically terminate as of the date of such condemnation, or as of the date possession is taken by the condemning authority, whichever is earlier. Current rent and payments for Lessee's improvements shall be apportioned as of the date of such termination. In case of a taking of a part of Premises or a portion of the facilities in Building not required for the reasonable use of Premises, then this Lease shall continue in full force and effect and the rental shall be equitably reduced based on the proportion by which the rentable area of Premises is reduced, such rent reduction to be effective on the date of such partial taking. No award for any partial or entire taking shall be apportioned, and Lessee hereby assigns to Lessor any award which may be made in such taking or condemnation together with any and all rights of Lessee now or hereafter arising in or to the same or any part thereof, provided, however, that nothing herein shall be deemed to give Lessor any interest in or to require Lessee to assign to Lessor any award made to Lessee for the taking of personal property or fixtures belonging to Lessee, for the interruption of or damage to Lessee's business or for Lessee's moving expenses.

25. PARKING

Lessor shall provide Lessee access to regular college parking spaces for its fleet vehicles until the termination of this Lease. A minimum of six (6) parking spaces shall be reserved and available for Lessee's fleet vehicles 24-hours per day, seven days per week. General parking is available for Lessee's employees on a first come, first served basis during periods of typical office use from 7:00 a.m. through 10:00 p.m., Monday through Friday.

Fleet vehicles (currently 3) shall have dedicated parking spots with appropriate signage, and the Parties will cooperate to acquire and construct electric vehicle charging facilities in the parking area.

Lessee agrees to support and coordinate with Lessor to the extent practical to seek funding packages to advance electric vehicle charging stations in support of both Lessor and Lessee needs. Any applications or agreements pursuant to this section are required to be considered through the routine administrative processes for each organization.

26. NOTICES

All notices under this Lease shall be in writing and delivered in person or sent by registered or certified mail to at the address below, or to such other place as may be designated by either party in writing.

Lessor:	Lessee:
South Puget Sound Community College	City of Tumwater
Tyscha Tolefree	Dan Smith
Vice President of Finance and Operations	Water Resources & Sustainability Director
2011 Mottman Road SW	555 Israel Road SW
Olympia, WA 98512	Tumwater, WA 98501

27. CONSTRUCTION

The titles to paragraphs of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part thereof. This Lease shall be construed and governed by the laws of the State of Washington.

28. TIME OF ESSENCE

Time is of the essence of this Lease.

29. RECORDING

Prior to entry into force, the Memorandum of Lease attached hereto as Exhibit A shall be filed with the Thurston County Auditor's Office.

30. The Parties respectively represent that their signatory is duly authorized and has full right, power, and authority to execute this Lease.

31. ENTIRE AGREEMENT

It is expressly understood and agreed by Lessor and Lessee that there are no promises, agreements, conditions, understandings, inducements, warranties, or representations, oral or written, expressed or implied, between them other than as herein set forth and that this Lease shall not be modified in any manner except by an instrument in writing and executed by the Parties.

****Signatures on the following page****



WHEREAS, Lessor and Lessee have executed this Lease.

Lessor:

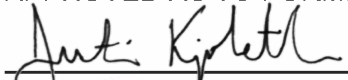
South Puget Sound Community College


Tysha Tolefree

Vice President of Finance and Operations

Date signed:

APPROVED AS TO FORM:


Justin Kjolseth, AAG, Education Division

Lessee:

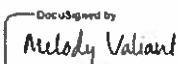
City of Tumwater


Debbie Sullivan

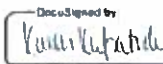
Mayor

Date signed:

ATTEST:


Melody Valiant, City Clerk

APPROVED AS TO FORM:


Karen Kirkpatrick, City Attorney

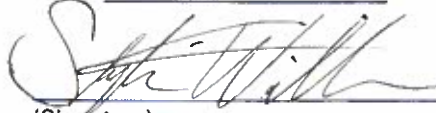
State of Washington)

) ss

County of Thurston)

I certify that I know or have satisfactory evidence that Dr. Tysha Tolefree 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 VP for Finance & Operations of South Puget Sound Community College to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9/18/2023


(Signature)

Notary Public in and for the State of Washington

My appointment expires 03/20/2027



State of Washington)

) ss

County of Thurston)

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

Dated: 9/13/2023


(Signature)

Notary Public in and for the State of Washington

My appointment expires
09/08/2026

BONNIE HALE
NOTARY PUBLIC
STATE OF WASHINGTON
Commission #22026445
My Comm. Expires 9/8/2026

EXHIBIT "A"**MEMORANDUM OF LEASE****CITY OF TUMWATER /SOUTH PUGET SOUND COMMUNITY COLLEGE REGARDING LEASING
OF BUILDING 32 FACILITY**

This Memorandum of Lease is made and entered into this 15th day of September 2023 by and between the City of Tumwater, a municipal corporation (hereinafter referred to as "CITY"), located at 555 Israel Rd SW, Tumwater, WA 98501, and South Puget Sound Community College, (hereinafter referred to as "SPSCC"), located at 2011 Muttman Rd SW, Olympia, WA 98512, together referred to as the "Parties".

This memorandum is summarized as follows:

1. City and SPSCC entered into a Lease Agreement for office space as detailed in the Lease Agreement which provisions are incorporated by reference herein with an effective date of September 15, 2023
2. SPSCC is the owner of the PREMISES legally described in Exhibit A.
3. SPSCC has leased to CITY and City has leased from SPSCC approximately 2,450 square-feet of the PREMISES for a term of five (5) years, commencing on the Commencement Date as defined by the Lease Agreement. The City shall have the right to extend the term of the Agreement by an additional term of five (5) years. If all options to renew are exercised, the Lease Agreement will have a term of ten (10) years from the Commencement Date.
4. SPSCC and City possess duplicate copies of the originals of the Lease Agreement at the addresses set forth above and reference should be made thereto for a more detailed description thereof.
5. It is expressly understood and agreed by all Parties that the sole purpose of this Memorandum is to give record notice of the Lease Agreement; it being distinctly understood and agreed that the Lease Agreement constitutes the entire agreement between the Parties with respect to the Premises and is hereby incorporated by reference. The Lease Agreement contains and sets forth additional rights, terms, conditions, and obligations not enumerated within this Memorandum which govern the Lease Agreement. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease Agreement. In the event of any inconsistency between the terms of the Lease Agreement and this Memorandum, the terms of the Lease Agreement shall control. The rights and obligations set forth in the Lease Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, representatives, successors, and assigns.
6. The Parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.
7. Prior to entry into force, this Agreement shall be filed with the Thurston County Auditor's Office.

8. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of the Agreement shall be the Superior Court of Thurston County.

IN WITNESS THEREOF, the Parties hereto have entered into this Memorandum of Understanding this
15th day of September, 2023.

City of Tumwater

South Puget Sound Community College

DocuSigned by:
Debbie Sullivan
Debbie Sullivan

Mayor

Date signed:


Tysha Toefree

Vice President of Finance and Operations

Date signed:

ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Melody Valiant
Melody Valiant, City Clerk


Justin Kjolseth, AAG, Education Division

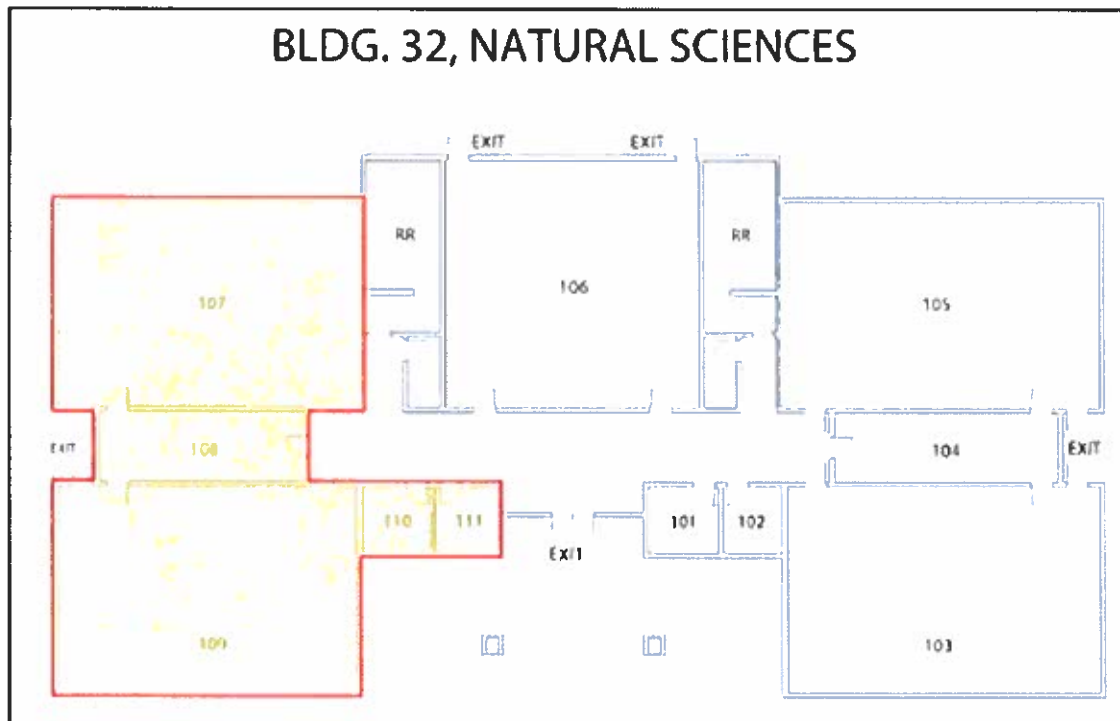
APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick
Karen Kirkpatrick, City Attorney

EXHIBIT "B"
LEASE AREA FLOOR PLAN

Building 32 (Space allocations)

Room	Square Ft	Capacity	Used By	Function
107	1,000		City of Tumwater	Offices/work room
108	250		City of Tumwater	Storage/break room
109	1,000		City of Tumwater	Offices
110	100		City of Tumwater	Meeting
111	100		City of Tumwater	Meeting
Total	2,450		City of Tumwater	Various



FIRST FLOOR AREAS
CITY OF TUMWATER LEASE AREA

EXHIBIT "C"

**SERVICES TO BE PROVIDED - LEASE AGREEMENT BETWEEN
SOUTH PUGET SOUND COMMUNITY COLLEGE AND THE CITY OF TUMWATER**

TAXES AND INSURANCE

Lessor	Lessee	
☒	☐	Real Estate Taxes
☒	☐	Owner Property Assessments
☒	☐	Real Property Insurance
☐	☒	Personal Property Insurance

UTILITIES

Lessor	Lessee	
☒	☐	Water and Sewer
☒	☐	Stormwater
☒	☐	Garbage Collection
☒	☐	Electricity
☒	☐	Natural Gas
☒	☐	Recycling Collection
☐	☒	Telephone Service – <i>paid directly by tenant</i>
☐	☒	Cable Service – <i>paid directly by the tenant</i>

JANITORIAL

Lessor	Lessee	
☒	☐	Janitorial Service –Lessee Premises
☒	☐	Janitorial Service – Common Areas
☒	☐	Interior Window Washing
☒	☐	Exterior Window Washing

- | | | |
|-------------------------------------|-------------------------------------|-----------------------------------|
| ☒ | ☐ | Restroom Supplies |
| ☐ | ☒ | Light Bulbs – Lessee Premises |
| ☒ | ☐ | Light Bulbs – Common Areas |
| ☐ | ☒ | Carpet Cleaning – Lessee Premises |

Services provided by Lessor:

Daily. Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub restrooms. Clean all restroom fixtures, and replenish restroom supplies. Dispose of all trash and garbage generated in or about the Building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways.

Sweep loading dock areas and platforms. Clean glass entry doors to the spaces identified in Exhibit B.

Every two weeks. Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.

Monthly. Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot-clean all wall surfaces within 70 inches of the floor.

Every two months. Damp wipe restroom wastepaper receptacles, stall partitions, doors, window sills, and frames.

Annually. Vacuum or dust all surfaces in the Building more than 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.

Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats or finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas. Deep clean floors in all offices.

As required. Properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

Pest control. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide.

INTERIOR MAINTENANCE

Lessor Lessee

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Equipment and Business Property Maintenance - fire extinguishers, annunciators and Building structure |
| ☐ | ☒ | Equipment and Business Property Maintenance - office equipment, portable equipment, and other Lessee owned items |
| ☐ | ☒ | Interior Lights – Lessee Premises |
| ☒ | ☐ | Interior Lights – Common Areas |
| ☒ | ☐ | Replacement of Ballasts – Lessee Premises |
| ☒ | ☐ | Replacement of Ballasts – Common Areas |
| ☒ | ☐ | Repair of Floor Coverings |
| ☒ | ☐ | Repair of Window Coverings |

STRUCTURAL

Lessor Lessee

- | | | |
|-------------------------------------|-------------------------------------|--|
| ☒ | ☐ | Plumbing |
| ☒ | ☐ | Ventilating & Air Conditioning Systems |
| ☒ | ☐ | Replacement of Filters as Recommended in Equipment |
| ☐ | ☒ | Tenant Installed Improvements |
| ☒ | ☐ | All Structural Portions of Building Including the roof and the water light integrity of the same |
| ☒ | ☐ | Exterior Windows |
| ☒ | ☐ | Fire Extinguishers
(Maintenance/Repairs/Replacement/Furnishes) |

EXTERIOR MAINTENANCE

Lessor Lessee

☒	☐	Sidewalks
☒	☐	Exterior
☒	☐	Lighting
☒	☐	Remove Snow from Sidewalk(s) & Parking Lot(s) when accumulation exceeds 2"
☒	☐	Parking Lot Cleaning
☒	☐	Landscaping

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

TO: Public Works Committee
 FROM: Ryan Blaser, Engineer III
 DATE: August 20, 2026
 SUBJECT: Percival Creek Fish Passage Barrier Removal Project – Request for Increase to Change Order Authority

1) Recommended Action:

Increase the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 from 10 percent to 20 percent for the Percival Creek Fish Passage Barrier Removal project, and place on the September 1, 2026 City Council consent calendar.

2) Background:

This project is for the removal and replacement of a fish barrier culvert conveying Percival Creek under Sapp Road. The replacement culvert will be a 60 feet long by 19 feet wide by 8.5 feet high box culvert. Other improvements include improved instream large wood and streambed material, roadway reconstruction, and additional multimodal facilities for the Percival Creek crossing. These improvements will restore access to approximately 7,300 feet of mainstream habitat, 9,052 square feet of spawning habitat, and 882,750 square feet of rearing habitat in cool water for Chinook, chum, coho, steelhead, sea-run cutthroat, and resident trout.

The City Council awarded the construction contract to Active Construction Inc. in the amount of \$1,930,930.00. The project is currently under construction and is anticipated to be completed by Fall 2026.

Per Tumwater Municipal Code (TMC) 2.14.060, Change orders or contract amendments, *“In addition to, and without limiting, the authority granted elsewhere in this chapter, a department director is authorized to approve and sign contract change orders or contract amendments, provided the total change order or contract amendment does not exceed the original contract amount by more than ten percent and sufficient funds are available within the existing budget.”*

The awarded contract of \$1,930,930 was less than the \$2,257,550 in grant funding the City secured for construction. To allow the possibility of utilizing all available grant funds, staff are proactively requesting City Council approval to increase change order authority. A 20 percent increase in the contract will result in a total authority of \$2,317,116.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Be a Leader in Environmental Health and Sustainability – Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

4) Alternatives:

- ☐ Reject the request for additional funds.
-

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT's PROTECT funding program and \$257,550 as an RCO grant. These grants are non-matching grants; however additional funds to complete the project will be City of Tumwater Storm Drain Funds.

6) Attachments:

- A. Vicinity Map

