



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, July 15, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: National Purple Heart Day, August 7, 2025
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, May 27, 2025
 - [b.](#) Approval of Minutes: City Council, July 1, 2025
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) Ordinance No. O2025-002 Renewing Puget Sound Energy Franchise Agreement (Transportation & Engineering Department)
 - [e.](#) Capital Area Regional Public Facilities District Board of Directors Appointment of Jeff Line and Ann Campbell (Executive Department)
 - [f.](#) Amended 5901 and 5917 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454) (General Government Committee)
- 7. Council Considerations:**
 - [a.](#) Interlocal Agreement with TCOMM911 for Radio Programming (Fire Department)
 - [b.](#) Interlocal Agreement with TCOMM911 for Station Alerting Gateway Hosting (Fire Department)
- 8. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)
 - 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.

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 832 5759 3563 and Passcode 225330.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 832 5759 3563 and Passcode 225330.

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_d9wfEH1fTlu5Pd8vKmEEXQ

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

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

Post Meeting

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

Accommodations

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

Proclamation

WHEREAS, The City of Tumwater is deeply supportive of its military veteran population; and

WHEREAS, The Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, The Purple Heart was the first American Service Award available to those in the United States Armed Forces who have been wounded or who have made the ultimate sacrifice in service to our country; and

WHEREAS, The mission of the Military Order of the Purple Heart is to foster an environment of goodwill among combat-wounded veterans and their families, to promote patriotism, support better governance on behalf of veterans and their families, and most important, make sure we never forget; and

WHEREAS, The City will recognize National Purple Heart Day on August 7 to honor the bravery and sacrifice of military personnel who have been wounded or killed in action; and

WHEREAS, By issuing this proclamation, we aim to raise awareness of the heroism of our service members and their families; and support the growing population of veterans in our community, including those who served with honor and made sacrifices beyond what most people will ever understand; and

WHEREAS, Tumwater recognizes these sacrifices made in support of our freedoms by recipients of the Purple Heart on the local, state, and national level, and wishes to solemnly acknowledge veterans for their courage and show them the honor and support they have earned.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim August 7, 2025 as

National Purple Heart Day

and I call upon the people of Tumwater to join with me in showing our appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the support they have earned. I encourage the City Council to consider adopting the National Purple Heart City designation. I also encourage residents to learn more about veterans, the services all branches of government provide to them, where those services continue to fall short, and to remember always what it means for members of the armed forces to serve this nation with courage, sacrifice, and honor.

Signed in the City of Tumwater, Washington, this 15th day of July in the year, two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan

Mayor

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
MAY 27, 2025 Page 1**

CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Finance Department Director Troy Niemeyer, Community Development Department Director Michael Matlock, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, IT Department Director Lance Inman, Communications Manager Jason Wettstein, Police Lieutenant Carlos Quiles, and Deputy City Clerk Tracie Core.

Others: Dave Nicandri, Tumwater Historic and Preservation Commission, and Darlene Kemery, Consultant.

**HISTORICAL
COMMISSION
PROJECT
PRESENTATION:**

Director Denney introduced Dave Nicandri with the Tumwater Historic and Preservation Commission and former City Councilmember. As the Commission reviewed its work plan for 2025, Commissioner Nicandri volunteered to lead a project on Tumwater’s historical trails and roadways and ways the City could identify the routes to increase visibility and the historical significance of the routes. Working with Darlene Kemery, Commissioner Nicandri developed a presentation for a potential project featuring the Cowlitz Trail and other historical markers. The Commission supported the proposal and forwarded a recommendation to the Council for further review and support to move the projects forward.

Commissioner Nicandri acknowledged the assistance of Ms. Kemery in developing the presentation materials.

Commissioner Nicandri presented the proposed Tumwater Historic Trails and Highways Signage project. The story of trails and historic roadways in Tumwater begins with George Bush, a pioneer traveling with Michael T. Simmons and others who established the area that became modern Tumwater in 1845. Settlers in the Oregon Territory passed a law that did not allow African Americans to settle in Oregon. George Bush, as an African American, and his traveling party decided to continue north of the Columbia River to an area located outside the jurisdiction of the provisional government of Oregon. They eventually settled in an area they called New Market as they traveled along the Cowlitz Trail.

Commissioner Nicandri explained that the documentation is based on a series of township plat maps produced by the Government Land Office in the early 1850s. The maps essentially carved up the public domain;

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however, the federal government had not secured title of the lands from the various tribes in Washington Territory at that time. The government began individually distributed six-mile square township plats throughout the territory. He shared a copy of an 1853 plat map and identified the route of the Cowlitz Trail. The map depicts Olympia as an area three streets wide and eight streets long in 1853. Tumwater is located to the south of Olympia at the tip of Budd Inlet. The map includes a denotation of the Cowlitz Trail. By adding all the maps together, it is possible to extract the specific township range of the original trail. Dave Welch with the Oregon California Trail Association overlaid the Oregon Trail data with historic Highway 99 map data. Commissioner Nicandri shared a series of plat maps outlining the route of the Cowlitz Trail. Recent public testimony spoke to the Davis Meeker oak tree off Old Highway 99 as a landmark on the Cowlitz/Oregon Trail. At the location of the oak tree, the trail begins to divert and runs along the modern configuration of Old Highway 99.

Councilmember Agabi pointed out that the Oregon Trail did not extend into Washington State. Lewis and Clark did not travel north to Washington and only traveled along the Columbia River to Astoria, Oregon. Commissioner Nicandri conceded that the observation is an important distinction and forms an important element of the presentation, as the case could be made that the Cowlitz Trail segment of the dozens of segments of the Oregon Trail should be added to the National Oregon Historic Trail system, which the project is intended to help accomplish. Many other trail segments have been recognized as part of the National Oregon Historic Trail, which presently ends in Oregon City; however, settlers during the Oregon Trail era continued overland to the shores of Puget Sound to establish Tumwater.

The Cowlitz Trail as it traveled along the airport diverted and followed the route of Bonniewood Drive past the backside of Peter G. Schmidt Elementary School. The trail then continued to Trosper Road and west of present day I-5 near Michael T. Simmons Elementary School and proceeded back to the Tumwater Falls area. That area was the principal element of the founding colony of New Market. The trail ended at Tumwater Falls. In the 1850s, a bridge was built across the Deschutes River near the site of the current Boston Street Bridge.

The Cowlitz Trail segment of the Oregon Trail has been well established. A federal study conducted by the National Parks Service has recommended its inclusion in the National Historic Trail for the Oregon Trail system. However, the process is complicated and requires an act of Congress to amend the National Trail. Congress continues to experience trouble focusing on many issues and the trail is just one of those issues. However, the trail is included on the National Parks Service agenda to include adding the Cowlitz Trail segment to the National Historic Trail

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for the Oregon Trail system. If, and when the route is designated, the action would include adding signage depicting that part of the Oregon Trail along the I-5 corridor north of Vancouver, Washington through Cowlitz County, Lewis County, Thurston County, and Tumwater. Until the official designation by Congress, the proposal is an interim alternative proposal to install signs.

Commissioner Nicandri shared examples of a graphic image of the temporary sign denoting the historic trail. The image utilizes the City's former logo with some amendments featuring George Bush, an African American, and his wife Isabella standing over the Tumwater Falls. He identified the locations for placement of the signs.

Commissioner Nicandri added that the proposal includes adding an overlay of primary Washington State highway signs of the original State Road 1, which extended from Vancouver, Washington to Blaine and to the Canadian border. In 1927, when the federal highway system was created, parts of State Road 1 were overlaid with U.S. Highway 99 or Old Highway 99 signs. He shared an example of the proposed sign design for recognizing historic Route 1 by featuring the silhouette of President George Washington with "1" centered within the silhouette and "Washington" along the bottom of the silhouette. He reviewed different areas within the City for placement of the signs based on roadway alignments in 1922. He described how roads over time have been realigned especially after the construction of Interstate 5.

Commissioner Nicandri emphasized that Tumwater has a distinguished highway history beginning with the pioneer trail and Pacific Highway as one of the original destinations of State Road 1 or federal Highway 99. Additionally, Tumwater has the honor of U.S. Highway 101 originating at Deschutes Parkway. If the City is interested in drawing attention to Tumwater and building tourism infrastructure, the City should know that road enthusiasts across the country often travel to find spots all over the country where one road begins or ends. U.S. Highway 101 begins in Tumwater.

Commissioner Nicandri cited a sign located in Salem, Oregon depicting the site as the 45th parallel halfway between the Equator and North Pole. Other jurisdictions are marking or denoting significant parallels transecting their communities. He proposed adding a sign indicating that the 47th parallel transects Tumwater. The 47th parallel actually runs down the center of Trospers Road. He recommended placing a monument in one of the traffic circles designating the 47th parallel.

Councilmembers offered comments in support of the proposals. In response to the comments, Commissioner Nicandri shared that heritage and historical signage and designations provide an educational moment

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for many to include children that is economically achieved in comparison to other alternatives, such as books or museums. It is his favorite form of historical interpretation because it is readily accessible history and/or geography.

Director Denney reported staff and the Commission will continue to refine the proposal and work with Transportation staff for feedback on sign placements. Funding for the trail and highway signs was included within the Commission's budget; however, the 47th parallel monument is beyond the existing budget. Staff will follow up with costs, location, and funding mechanisms to consider.

**BREWERY
REDEVELOPMENT
PLANNED ACTION
ENVIRONMENTAL
IMPACT STATEMENT
(EIS) PRESENTATION:**

City Administrator Parks reported the update will cover the ongoing work underway to address environmental contamination existing on different brownfield sites in the City. Information will be shared on the next phase of the project for the Planned Action EIS project to assist in combining the different elements to develop a strategy for moving forward with redevelopment of the brewery site. Additionally, staff is working on a community outreach program for brownfield redevelopment as well as for the Planned Action EIS process.

Assistant City Administrator Adams shared that the presentation will be provided to community members and community groups as well. The purpose is to inform, educate, and share beneficial efforts that have been underway for years in Tumwater.

Brownfield redevelopment efforts by the City are not designed to compete with developers or the community vision but rather serve as a mechanism to combine efforts and reduce some of the regulatory barriers for redevelopment of the sites.

Brownfields are properties with real or perceived contamination. Past uses of properties often impede or lead to problems for redevelopment, as prior uses tend to create uncertainty that many developers are unwilling to pursue because of the lack of potential return on investment or desired development potential. Prior uses are typically industrial uses, such as drycleaners, motor pools, auto repair shops, and landfills, etc.

Ongoing efforts include identifying and inventorying opportunity sites, engaging with regulators (Environmental Protection Agency (EPA) and Department of Ecology), participating in a brownfield conference to learn about best practices from other cities and reuse planning, and working with the community and City planners. Two phases of environmental assessments are completed to identify the type of contaminants and the amount of contamination. Phase 1 includes historical research, interviews with former workers and owners, reviewing aerial photography, exploring suspected contamination, and

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identifying where future testing should occur if contamination is identified. Phase 2 includes soil and groundwater investigation and remediation planning.

Success is defined as identifying the contamination, the extent of contamination, and developing a clean-up plan and cost estimate to provide certainty to the community and to developers. Community members assist in visioning any redevelopment. It is also possible to leverage additional funding. Private industry is unable to access cleanup grants that governments can access. Cleanup grants can be provided following completion of all due diligence.

The benefits of redeveloping a brownfield site include facilitating job growth, reducing nuisance properties, improving and protecting the environment, and facilitating private investment to improve public services through creation of a stronger tax base.

The City received an Integrated Planning Grant from the Department of Ecology and a Community-Wide Assessment Grant from the EPA. The grants are funding two different efforts. The Planning Grant is focused on completing due diligence tasks at the former Washington State Department of Transportation (WSDOT) Olympic Region Headquarters site. The EPA grant funds the larger brewery property sites.

Deliverables for the Department of Ecology grant is completion of Phase 1 and Phase 2 for one site, completion of a workplan, and completion of a feasibility study to determine whether the property can be redeveloped. Deliverables for the EPA grant are completion of an inventory of opportunity sites on the brewery properties and seeking willing property owners who would like Phase 1 completed. The grant requires completion of 15 Phase 1 and 10 Phase 2 efforts.

The City identified three opportunity sites as the Brewery Knoll site of the former Olympia Brewery, the Valley site of the former Olympia Brewery, and the former WSDOT Olympic Region Headquarters site.

Phase 2 drilling and testing were recently completed for the Knoll site. By the end of the summer, identification of the contaminants should be completed.

Phase 1 has been completed for the Valley site with Phase 2 work scheduled.

Testing on the WSDOT site began earlier in the day. Phase 2 has been initiated. Staff is collaborating with WSDOT staff and WSDOT environmental engineers. The environmental assessment has been split between the City and WSDOT to ensure the results represent a complete

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analysis of current conditions on the site. This week, subsurface investigations are scheduled. Staff is working with WSDOT to assist in securing demolition permits for two buildings.

Assistant City Administrator Adams reported she is actively engaged in community outreach. She invited the Council to advise her of any other groups to meet with. Questions are welcome during the community outreach sessions. Staff follows up on all questions via email.

City Administrator Parks provided an update on the status of the Planned Action EIS. Progress has occurred on the initial efforts to identify potential environmental contamination. Next steps include engagement with the community on brownfield redevelopment and information on the status of the brewery properties.

The Planned Action EIS is a comprehensive strategy to bring together different processes and information, as well all ideas for future redevelopment of the property to assess potential redevelopment opportunities and required actions to facilitate redevelopment.

The Planned Action EIS considers all environmental cleanup requirements, information gained from Phase 1 and 2 environmental assessments, community and partnership engagement feedback on potential development alternatives, public infrastructure requirements for the brewery sites and other sites that might be developed within the general vicinity of the brewery properties, and a detailed comprehensive and broad environmental review and analysis.

The Planned Action EIS is a specific type of non-project planning level environmental impact statement that is authorized by the State Environmental Policy Act (SEPA) primarily available to cities and counties as the regulatory land use authority. The Planned Action EIS is a more detailed comprehensive review occurring at the planning stage that analyzes an entire geographic area as opposed to an individual environmental review for individual projects. The area is a geographic subarea with specifically defined development scenarios and intensities of development that are assessed for associated impacts to both the built and natural environments. The evaluation identifies specific mitigation measures addressing all identified impacts. Following completion of the Planned Action EIS, the Council adopts a Planned Action Ordinance creating an added layer of requirements for future development occurring in that specific area.

Following completion of the Planned Action process, any future projects that are consistent with the development scenarios and the types and intensities that were evaluated including all mitigation measures identified in the Planned Action Ordinance are not required to complete

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an additional SEPA review process for the project.

The benefits of the Planned Action EIS provide a comprehensive versus a piecemeal environmental review evaluating a larger geographic area to evaluate potential development scenarios as opposed to individual projects on smaller properties. The Planned Action EIS is also consistent with the Economic Development Strategy the Council adopted as part of the strategic goals and priorities. The project assists in cleaning up the environment that has existed in a contaminated state while also moving the properties to a productive economic use that provides both jobs while also improving quality of life for the community and increasing the tax base.

The approach is focused on regional collaboration. Over a year ago, City Administrator Parks and Mayor Sullivan met with Lieutenant Governor Denny Heck about the project. As Lieutenant Governor Heck shared, the project is not just a Tumwater issue; it is also a state issue. For decades, the brewery property served as an iconic symbol for the state and for the last two decades, the site has been a blight on the entire region. It is important to ensure a collaborative approach with regional partners. The Planned Action EIS process enables regional collaboration.

Another direct benefit of a Planned Action EIS process is increased predictability for the community and identification of mitigation measures to address potential impacts, as well as increasing predictability for the development community.

A Planned Action EIS enables a more efficient permitting process for projects that are consistent with the development types and intensities that were evaluated during the process.

Through the end of 2026 ongoing community engagement will occur through two tracks on brownfield redevelopment and brewery redevelopment. A draft Planned Action EIS scope of work was completed by the City's consultant. The 2025/2026 budget includes partial funding for the project to complete early planning and identify the study area and review the detailed scope of work with the consultant, formation of regional committees to assist the City throughout the process, development of a communication plan, and identification of necessary cleanup strategies to address environment contamination. The funding strategy will also be a component of that work.

Councilmember Swarthout asked about the timeline associated with completion of the Planned Action EIS. City Administrator Parks advised that the last Planned Action EIS was completed in 2015. Each EIS has an associated expiration date; however, to date, no progress has occurred on the first EIS completed other than the value in identifying whether

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that area should be included in the current Planned Action EIS process. Based on experience, an EIS is valid for a period of 15 to 20 years. They can also be updated if progress is occurring on a project.

Councilmember Cathey inquired as to whether staff has considered the withdrawal of federal funding, especially when the funds pertain to protecting the environment. City Administrator Parks advised that staff has been tracking whether the City's EPA grant has been affected. Currently, many other projects are being targeted for withdrawal of funding. However, the brewery redevelopment project has not been included on the list at this time. Staff continues to monitor and track any federal action. The state has a robust program for brownfield redevelopment because of the Model Toxics Control Act instituted through citizen action in the late 1980s. The state has a dedicated source of funding based on the importation of hazardous materials into the state. The funding source is relatively reliable for brownfield redevelopment planning and cleanup processes. The City submitted a grant application for \$250,000 to a federally funded program administered through a third-party nonprofit organization. The City has other reliable funding resources other than the federal government to assist the City in brownfield redevelopment planning and eventual cleanup work.

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

City Administrator Parks reported on the completion of approximately 100 Community Engagement Surveys during the first week after releasing the survey to the community. More outreach is scheduled to promote the survey.

The Elevate Fair is scheduled on Saturday, May 31, 2025 from 10 a.m. to 2 p.m. at the ASHHO Cultural Community Center Cultural Center.

The Water Quality Report has been distributed throughout the City.

The Parks and Recreation Department is sponsoring eight different events and is engaged in planning for the 4th of July Parade, Festival, and Fireworks Show.

City Administrator Parks thanked Community Development Director Michael Matlock for his decades of service to the City of Tumwater. His contributions to the quality of life in the community have been long-standing and selflessly delivered. Staff will miss his wisdom and knowledge and his sense of humor.

Mayor Sullivan acknowledged Director Matlock for his 35 years of service with the City.

Councilmember Althausen thanked Director Matlock for his public service to the City.

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ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:33 p.m.**

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

MEETING MINUTES

TUMWATER CITY COUNCIL
July 1, 2025



CONVENE: 7:00 p.m.

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

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirpatrick, Police Chief Jay Mason, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Parks & Recreation Director Chuck Denney, Communication Manager Jason Wettstein, GIS Manager Jennifer Radcliff and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

**PROCLAMATION:
PARK & RECREATION
MONTH, JULY 2025** Councilmember Swarthout read a proclamation declaring the month of July 2025 as *Park & Recreation Month*. The proclamation calls upon the people of the City of Tumwater to recognize the benefits derived from Tumwater’s parks and recreation programs.

Mayor Sullivan presented the proclamation to Chuck Denney, Parks & Recreation Director.

PUBLIC COMMENT: Public comment was given by residents Holthaus and Cherniske.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, May 20, 2025
- b. Approval of Minutes: City Council, June 17, 2025
- c. Approval of Minutes: City Council Work Session, June 10, 2025

- d. Payment of Vouchers
- e. 2025 Community Human Services Program Funding

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

COUNCIL CONSIDERATIONS:

2024 TRANSPORTATION BENEFIT DISTRICT ANNUAL REPORT

Director Hicks gave a presentation on the Transportation Benefit District (TBD) Annual Report for 2024. Director Hicks shared the following accomplishments:

- 4 lane miles of repaving
- 5,300 tons HMA
- 6,700 square yards of pavement repair
- 3 lane miles of striping
- 4,000 raised pavement markers
- 0.76 miles of new bike lanes

Projects with TBD funding included the I-5/Trospen/Capital Reconfiguration and Pedestrian and Bicycle Improvements at Israel and Linderson, Linwood Avenue and 2nd Avenue. The Council supported the release of the 2024 TBD Annual report.

Director Hicks thanked Communications for their assistance in the creation of the TBD Annual report.

MOTION: Councilmember Jefferson, moved, seconded by Councilmember Swarthout, to approve the 2024 Transportation Benefit District Annual Report. A voice vote approved the motion unanimously.

ORDINANCE NO. O2025-002 PUGET SOUND ENERGY FRANCHISE AGREEMENT

GIS Manager Radcliff presented Ordinance No. O2025-002, Puget Sound Energy (PSE) Franchise Agreement renewal. GIS Manager Radcliff said that PSE requested the agreement be renewed for 5 years per the terms of agreement. Council asked if there was any costs associated with the renewal and staff confirmed there are none. GIS Manager Radcliff requested that O2025-002 be placed on the consent calendar at the July 15, 2025, council meeting.

MOTION: Councilmember Von Holtz, moved, seconded by Councilmember Jefferson, to forward Ordinance No. O2025-002, Puget Sound Energy Franchise Agreement Renewal for consideration within the consent calendar at the July 15 council meeting. A voice vote approved the motion unanimously.

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:
Peter Agabi Councilmember Agabi reported that the next Public Health & Safety meeting is scheduled for July 8, 2025, and the following items are on the agenda:

- Interlocal agreement with TCOMM911 for subscriber radio programming
- Interlocal agreement with TCOMM911 for US Digital Designs alerting
- School Resource Officer Contract

GENERAL GOVERNMENT:
Michael Althausser Councilmember Althausser reported that the next General Government Committee meeting is on July 8, 2025, and the following items are on the agenda including a continued discussion from a previous meeting on the Comprehensive Plan Update of the Conservation plan for 2025:

- 2025 Comprehensive Plan Periodic Update – 2025 Development Code
- Amended 5901 and 5917 Black Lake-Belmore SW 10 Percent Annexation Petitions
- Resolution No. R2025-011, 93rd Avenue SW and Case Road SW Annexation

PUBLIC WORKS:
Eileen Swarthout Councilmember Swarthout reported that the July 3, 2025 meeting has been cancelled. The next Public Works Committee meeting will be on July 17, 2025 and will include:

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

BUDGET & FINANCE:
Debbie Sullivan

Mayor Sullivan reported that the 2025 Community Human Services Program funding on tonight’s consent calendar was approved at the last Budget and Finance meeting. Their next meeting will be on July 25, 2025.

MAYOR/CITY ADMINISTRATOR’S REPORT:

City Administrator Parks thanked the Golf Course staff for their work on the Clipper Scramble Golf Tournament which raised over \$84,000 for scholarships and grants. City Administrator Parks said the July 22, 2025 Council Work Session will be hybrid in the Council Chambers and encouraged Council to attend in person if possible.

Mayor Sullivan congratulated Jay Mason as he is Police Chief as of July 1, 2025. Mayor Sullivan reported on meetings she had attended including the AWC conference with some fellow Councilmembers. Mayor Sullivan encouraged everyone to attend the City of Tumwater 4th of July festivities.

COUNCILMEMBER REPORTS:

Councilmembers Agabi, Althaus, Dahlhoff, Jefferson, Swarthout and Von Holtz reported on meetings and events attended.

Councilmember Cathey had nothing to report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:54 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: July 15, 2025
SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- June 27, 2025, payment of Eden vouchers 174613 to 174618 in the amount of \$811.14; payment of Enterprise vouchers 187135 to 187178 in the amount of \$362,058.75 and electronic payments 905824 to 905849 in the amount of \$855,627.58 and wire payments in the amount of \$305,485.73
- July 03, 2025, payment of Eden vouchers 174619 to 174630 in the amount of \$1,829.41; payment of Enterprise vouchers 187179 to 187219 in the amount of \$580,345.01 and electronic payments 905850 to 905863 in the amount of \$18,117.22

2) Background:

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

Vendor		
Fuller Designs Inc	50,120.00	Beehive SW Retrofit
LOTT Wastewater Alliance	669,741.68	May 2025 LOTT Fees
Shea Carr & Jewell, Inc.	24,703.12	SCJ, 2 nd Ave PED & Bike
Daniel Bartholomew	198,348.23	A&D Ent, Antsen Sewer project PE#2
Nisqually Indian Tribe	37,410.40	May 2025 Inmate Incarcerations
South Puget Sound Habitat	194,548.83	Energize Thurston; HEARS Tumwater
The Leneker Team, LLC	25,733.50	Facilitation Services – Strategic Planning; work sessions 1&2

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

3) Policy Support:

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

4) Alternatives:

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

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

- 6) Attachments:
- A. Exhibit A – Payment of Vouchers – Review and Approval
 - B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 187135 through 187178 in the amount of \$362,058.75

Electronic payment Nos 905824 through 905849 in the amount of \$855,627.58

And wire payments in the amount of \$305,485.73

Eden (No Eden Checks this week)

Voucher/Check Nos 174613 through 174618 in the amount of \$811.14



Finance Director

Checks dated 06/27/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 187179 through 187219 in the amount of \$580,345.01

Electronic payment Nos 905850 through 905863 in the amount of \$18,117.22

Eden (No Eden Checks this week)

Voucher/Check Nos 174619 through 174630 in the amount of \$1,829.41



Finance Director

Checks dated 07/03/2025

TO: City Council
FROM: Jennifer Radcliff, GIS Manager
DATE: July 15, 2025
SUBJECT: Ordinance No. O2025-002 Renewing Puget Sound Energy Franchise Agreement

1) Recommended Action:

Adopt Ordinance No. O2025-002, renewing the Franchise Agreement with Puget Sound Energy.

This ordinance was recommended for adoption by City Council at their July 1, 2025 meeting.

2) Background:

On September 15, 2015, City Council adopted Ordinance No. O2015-006 and entered into a franchise agreement with Puget Sound Energy (PSE) which is effective for ten years, with the option to renew for two five-year terms upon written request. Ordinance No. O2015-006 replaced separate franchise agreements that the City previously held with PSE's predecessors Puget Sound Power & Light Company and Washington Natural Gas for the provision of electrical and natural gas services within the City. PSE has made a written request to renew and extend the agreement for five years. City staff is asking that Ordinance No. O2025-002 be adopted.

3) Policy Support:

Be a leader in environmental health and sustainability; Provide and sustain quality public safety services; and Refine and sustain a great organization.

4) Alternatives:

- Not authorize the franchise renewal and extension.
 - Modify the franchise renewal and extension.
-

5) Fiscal Notes:

N/A – there are no fiscal impacts as a direct result of this franchise renewal and extension.

6) Attachments:

A. Ordinance No. O2025-002

ORDINANCE NO. O2025-002

AN ORDINANCE of the City Council of the City of Tumwater, Washington, granting to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, a franchise renewal to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across, and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat and light, and any other purposes for which gas and energy may be used and amending Ordinance No. 02015-006.

WHEREAS, The City of Tumwater adopted Ordinance 02015-006 on September 15, 2015 granting Puget Sound Energy, Inc., its successors and assigns (“Puget Sound Energy”), a franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities, in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat and light, and any other purposes for which gas and energy may be used; and

WHEREAS, the term of the original franchise agreement was for a period of ten (10) years, expiring on September 14, 2025; and

WHEREAS, The City of Tumwater, at the sole discretion of the City Council, may extend the Franchise for two additional five (5) year terms upon the written request of Puget Sound Energy not more than one (1) year nor less than one hundred eighty (180) days prior to the expiration of the current term; and

WHEREAS, Puget Sound Energy has made a timely written request in accordance with Ordinance No. 02015-006 to renew and extend their franchise for an additional five (5) year term; and

WHEREAS, the City has reviewed Puget Sound Energy's performance and quality of service under the current franchise agreement, has identified the future gas and energy-related needs and interests of the City and its residents, has considered the financial, technical and legal qualifications of Puget Sound Energy, and has determined that Puget Sound Energy's plans for operating and maintaining its gas and energy system are adequate; and

WHEREAS, the City is authorized by RCW 35A.47.040 to permit and regulate under such restrictions and conditions as it may set by charter or ordinance and to grant nonexclusive franchises for the use of public streets, bridges or other public ways, structures or places above or below the surface of the ground

for railroads and other routes and facilities for public conveyances, for poles, conduits, tunnels, towers and structures, pipes and wires and appurtenances thereof for transmission and distribution of electrical energy, signals and other methods of communication, for gas, steam and liquid fuels, for water, sewer and other private and publicly owned and operated facilities for public service; and

WHEREAS, the City has completed the requirements of RCW 35A.47.040 for adoption of this ordinance and it has been more than five days since this ordinance was first considered by the City Council on July 1, 2025; and

WHEREAS, the City Council of the City of Tumwater finds it is in the best interests of, and supports the health, safety and welfare of, the residents of the City of Tumwater to renew and extend the franchise for an additional five (5) year term.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Grant. The City Council of the City of Tumwater hereby grants to Puget Sound Energy, subject to all terms and conditions of O2015-006, the right, privilege, authority and franchise to set, erect, lay, construct, extend, support, attach, connect, maintain, repair, replace, enlarge, operate and use Facilities in, upon, over, under, along, across and through the Franchise Area to provide for the transmission, distribution and sale of gas and energy for power, heat, light and such other purposes for which gas and energy may be used for an additional five year extension term, expiring at midnight on September 14, 2030. All other terms and conditions of Ordinance No. O2015-006 not modified by this ordinance shall remain in full force and effect.

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

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

Section 4. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law. Provided, however, in order to claim the benefits of this ordinance and acquire the rights, privileges, and authorities hereby granted, Puget Sound Energy must, within thirty (30) days of the effective date of this ordinance, file in the office of the City Clerk its written acceptance of this franchise. The failure of Puget Sound Energy to file such an

Ordinance No. O2025-002 - Page 2 of 4

acceptance shall be deemed a rejection by Puget Sound Energy and this ordinance shall be null and void.

ADOPTED this _____ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

HONORABLE MAYOR AND CITY COUNCIL
CITY OF TUMWATER, WASHINGTON

In the matter of the application of)
Puget Sound Energy, Inc., a) Franchise Ordinance No. O2025-002
Washington corporation, for a)
franchise to construct, operate, and)
maintain facilities in, upon, over,)
under, along, across, and through the) ACCEPTANCE
franchise area of the City of)
Tumwater, Washington.)

WHEREAS, the City Council of the City of Tumwater, Washington, has granted a Franchise renewal to Puget Sound Energy, Inc., a Washington corporation, its successors and assigns, by enacting an Ordinance No. O2025-002, bearing the date of _____, 2025; and

WHEREAS, a copy of said Ordinance granting said Franchise renewal was received by Puget Sound Energy, Inc. on _____, 2025, from said City of Tumwater, Thurston County, Washington.

NOW, THEREFORE, Puget Sound Energy, Inc., a Washington corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Tumwater, Thurston County, Washington.

IN TESTIMONY WHEREOF, said Puget Sound Energy, Inc. has caused this written Acceptance to be executed in its name by its undersigned _____ (print name) thereunto duly authorized on this _____ day of _____, 2025.

ATTEST (notary):

PUGET SOUND ENERGY, INC.

By: _____

Copy received for City of Tumwater
On _____, 2025.

By: _____
City Clerk

TO: City Council
 FROM: Brittaney McClanahan, Executive Department
 DATE: July 15, 2025
 SUBJECT: Capital Area Regional Public Facilities District Board of Directors Appointment of Jeff Line and Ann Campbell

1) Recommended Action:

Approve Mayor Sullivan’s appointment of Jeff Line and Ann Campbell as regional representatives to the Capital Area Regional Public Facilities District (CARPFD) Board of Directors to serve a 4-year term.

2) Background:

In 2003, the cities of Tumwater, Lacey, Olympia, and Thurston County formed a Public Facilities District for the purpose of accessing state sales and use tax revenues for Lacey’s Regional Athletic Complex and Olympia’s Hands on Children’s Museum. In accordance with statutory requirements, a seven-member CARPFD Board of Directors was appointed by the participating jurisdictions. The intergovernmental agreement provides that each agency select one board representative with the remaining three regional or “at large” seats to be selected by agreement of the cities and Thurston County. Each participating jurisdiction will need to confirm the appointment of Ann Campbell and Jeff Line to the CARPFD Board of Directors. Board members serve 4-year staggered terms.

3) Policy Support:

VISION | MISSION | BELIEFS

Partnership | We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional, state and even broader issues.

4) Alternatives:

- Do not appoint Jeff Line to the CARPFD Board of Directors
 - Do not appoint Ann Campbell to the CARPFD Board of Directors
-

5) Fiscal Notes:

The duties of the CARPFD Board of Directors are solely fiduciary in that they are responsible to issue an annual report regarding Public Facilities District revenues, distributions, and expenditures.

6) Attachments:

- A. Applications
- B. Capital Area Regional Public Facilities Board of Directors



Application for Appointment to Capital Area Regional Funding District

Board of Directors

CAR-PFD

DATE OF APPLICATION:	04/24/25		
APPLICATION FOR:	CARPFD		
APPLICANT:	Jeff		Lime
ADDRESS:	[REDACTED] SE Lacey, WA 98503		
EMAIL:	[REDACTED]st.net		

Phone Number:	+1 [REDACTED] 9032
----------------------	--------------------

<p>Do you have other civic obligations and/or memberships in professional organizations?</p> <p>Chinqually Booters Soccer Club - President: March 2017 - present Southlake HOA - Treasurer: February 2020 - present Shelton School District - CTE Board Advisor/Event Volunteer - January 2024 - present Olympia SHRM - Member - January 2024 - present Thurston County Youth Soccer Association - President: June 2023 - September 2024</p>
<p>Briefly explain why you would like to serve on the CAR-PFD Board:</p> <p>I bring the following: Small Team Leadership Skills. Enterprise (Large Scale) Leadership Skills. Ability to Read & Interpret Financial Information. (P&Ls/Balance Sheets) Non-Profit Leadership. Project Management Skills. Learning Mindset. Humility & Humor.</p> <p>Thanks!</p>
<p>Briefly describe any special knowledge, skills, or experience that would relate to this appointment:</p> <p>Having lived in Thursday County for almost 30 years, I have personally benefited from the work this Board does and my kids and family have equally benefited as well.</p> <p>I would like to expand from my current roles within non-profit leadership and give back to the community abroad.</p> <p>Professionally, this fits my desire to learn more about government, while giving back to Thurston County.</p> <p>Personally, my Wife & I are empty nesters as all of our kids are away at college in 3 states.</p>



Application for Appointment to Capital Area Regional Funding District

Board of Directors

CAR-PFD

DATE OF APPLICATION:	04/15/25		
APPLICATION FOR:	CARPFD		
APPLICANT:	Ann		Campbell
ADDRESS:	[REDACTED] Tumwater WA 98512		
EMAIL:	[REDACTED]		

Phone Number:	+1 [REDACTED]
----------------------	---------------

Do you have other civic obligations and/or memberships in professional organizations?

No.

Briefly explain why you would like to serve on the CAR-PFD Board:

7 years overseeing allocation of competitive affordable rental and homeownership capital funding investments. More than \$200 Million invested in last 3 years.

7 years serving as the State representative to the Impact Capital loan committee
-<https://www.impactcapital.org/about/>

12 years overseeing the allocation, administration, and implementation of state and federally funded infrastructure funds for drinking water, wastewater, stormwater, roads, streets, bridges, and broadband. Administered a \$1.2 Billion revolving loan fund.

Established the inaugural Washington State Broadband Office's competitive funding programs- setting the foundation to award more than \$1 Billion of federal infrastructure investment and jobs act funding.

Extensive policy making with federal, state, county, city, and tribal governments over the prior 20 years.

Champion of inclusive design and collaborative decision making.

Briefly describe any special knowledge, skills, or experience that would relate to this appointment:

I have been looking for ways to volunteer within the community. I have more than 25 years' experience with state and local capital funding and managing revenue streams for infrastructure and housing. Using my experience and skills to provide subject matter expertise for our area elected officials would be a great way for me to be able to give back.

Capital Area Regional – Public Facilities District

Established in 2003

Board of Directors

Four Year Term - No Term Limits

David Brine, President

City of Olympia Representative

Appointed: 12.04.2007

Reappointed: 03.01.2011, 2015, 02.05.2019, 02.13.2023

Term Expiration: 03.01.2027

(H) [Redacted]

[Redacted]

Ken Parsons, Secretary/Treasurer

(2024-2025)

Thurston County Representative

Appointed: 02.25.2003

Reappointed: 02.12.2007, 03.01.2011, 2015, 09.18.2018, 11.22.2022

Term Expiration: 03.01.2027

[Redacted]

Chris Leicht

District-wide Appointee

Appointed: 04.01.2010

Reappointed: 05.22.2014, 07.12.2018, 02.17.2022

Term Expiration: 03.01.2026

[Redacted]

[Redacted]

David Nicandri

City of Tumwater Representative

Appointed: 02.21.2023

Term Expiration: 03.01.2027

[Redacted]

[Redacted]

Whitney Godby

City of Lacey Representative

Appointed: 06.18.2024

Term Expiration: 03.01.2027

[REDACTED]

[REDACTED]

VACANT

District-wide Appointee

Term Expiration: 03.01.2028

VACANT

District-wide Appointee

Term Expiration: 03.01.2029

City of Lacey Administrative Support

City Clerk's Office

Lacey City Hall

420 College St SE

Lacey WA 98503

360.486.8704

CityClerk@cityoflacey.org

TO: City Council
FROM: Brad Medrud, Community Development Director
DATE: July 15, 2025
SUBJECT: Amended 5901 and 5917 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454)

1) Recommended Action:

Accept the proposed annexation petitions and initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454).

This proposal was recommended for acceptance via City Council consent calendar by the General Government Committee at their July 9, 2025, meeting.

2) Background:

The owner of a property currently in Tumwater's urban growth area in unincorporated Thurston County filed petition applications under Chapter 35A.14 RCW for annexation to the City on April 25, 2025, that were deemed complete on April 29, 2025, after payment of the necessary review fees.

The applicant had submitted petition applications for two parcels and paid the necessary review fees. City staff inadvertently left the petitions for the second parcel out of the May 14, 2025, General Government Committee packet and June 3, 2025, City Council packet, so this item contains the complete application package for both parcels.

Because the property owner owns all the property included in the annexation area, they filed petitions representing both the ten percent and sixty percent of the value of the properties proposed for annexation.

The property owner has asked that their property be annexed into the City of Tumwater and indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

The General Government Committee was briefed on proposed 10 Percent Annexation Petitions at their July 9, 2025, meeting, and recommended that they go forward for consideration by the City Council.

3) Policy Support:

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

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

4) Alternatives:

- Modify the proposed annexation and initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454).
 - Not accept the proposed annexation petitions to initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454).
-

5) Fiscal Notes:

None.

6) Attachments:

- A. Staff Report
- B. Presentation
- C. 5901 Black Lake-Belmore Road SW Ten and Sixty Percent Petitions
- D. 5901 Black Lake-Belmore Road SW Application Exhibits
- E. 5917 Black Lake-Belmore Road SW Ten and Sixty Percent Petitions
- F. 5917 Black Lake-Belmore Road SW Application Exhibits
- G. Black Lake-Belmore Road SW Application Map

STAFF REPORT



Date: July 10, 2025
To: City Council
From: Brad Medrud, Deputy Community Development Director

5901 & 5917 Black Lake-Belmore SW Ten Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454)

The owner of the properties at 5901 and 5917 Black Lake-Belmore Road SW currently in Tumwater’s urban growth area in unincorporated Thurston County is requesting to be annexed into Tumwater. The property owner filed ten percent and sixty percent annexation petition applications with the City on April 25, 2025, which were deemed complete on April 29, 2025, after payment of the necessary application review fees.

The property owner has indicated a willingness to assume their fair share of the City’s indebtedness and is willing to accept the City’s Comprehensive Plan. Because the property owner owns all the property included in the annexation area, they filed annexation petitions representing both ten percent and sixty percent of the value of the properties proposed for annexation.

The applicant had submitted petition applications for two parcels and paid the necessary review fees. City staff inadvertently left the petitions for the second parcel out of the May 14, 2025, General Government Committee packet and June 3, 2025, City Council packet, so this item contains the complete application package for both parcels.

At their meeting on July 9, 2025, the General Government Committee placed the complete ten percent annexation petitions on the July 15, 2025, City Council consideration calendar for the City Council to decide whether it will accept the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

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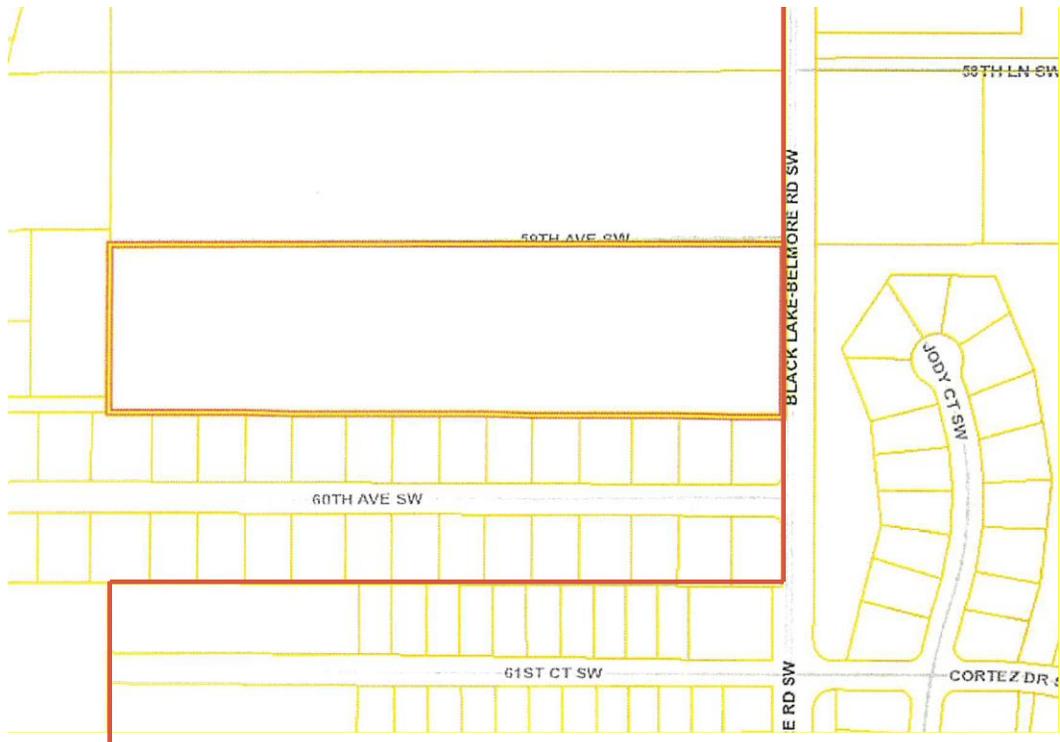
Appendix A – Draft Property Tax Comparison 11

1 – Background

As a non-charter Code City, Tumwater follows the annexation processes outlined in Chapter 35A.14 RCW. Cities such as Tumwater that plan under the Growth Management Act may annex only property that is located within their designated urban growth areas.

The two parcels in the proposed annexation area are located northwest of the intersection of Black Lake-Belmore Road SW and 60th Avenue SW and are 10.75 acres in size. The proposed annexation area is west of the current city limit and has a Single Family Low Density Residential district designation:

1. The first annexation petition is for the property at 5901 Black Lake-Belmore Road SW, Thurston County Assessor’s parcel number 12705220200, which is approximately 9.72 acres and is owned by Terrence Hess. The red line is the current City limits.



- 2. The second annexation petition is for the property at 5917 Black Lake-Belmore Road SW, Thurston County Assessor’s parcel number 12706110201, which is approximately 1.03 acres and is owned by Terrence Hess. The red line is the current City limits.



The properties are undeveloped.

The ten percent annexation petitions request that the City Council set a date not later than sixty days after the filing of the ten percent annexation petitions for a meeting with the property owner to determine:

- Whether the City Council will accept, reject, or geographically modify the proposed annexation;
- Whether the City Council will require adoption of a comprehensive plan for the area to be annexed [This has been completed already through the adopted Tumwater Thurston County Joint Plan by the City and County.]; and
- Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

2 – Growth Management Act and Annexations

The Growth Management Act (GMA) establishes the framework for Tumwater’s annexation authority. A major goal of GMA is to reduce urban sprawl by encouraging development in urban areas where adequate public facilities already exist or where such facilities can be more efficiently provided (RCW 36.70A.020(1) and (2)). To help implement this goal, GMA requires that counties designate urban growth areas “within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature” (RCW 36.70A.110(1)).

Tumwater’s urban growth area includes land sufficient to accommodate the 20-year population growth projected for the City. In addition, GMA states that “it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas” (RCW 36.70A.110(3)). Consistent with the goal of controlling the spread of urban growth, GMA limits the territory Tumwater may annex to that which lies within its urban growth area (RCW 35A.14.005). The Tumwater Thurston County Joint Plan provides the necessary Comprehensive Plan policies dealing with land use, housing, capital facilities, utilities, and transportation in Tumwater’s urban growth area.

3 – General Guidelines for Evaluating Proposed Annexations

The Municipal Research and Services Center of Washington prepared the updated guidebook *Annexation by Washington Cities and Towns* in 2020.

The Guidebook suggested consideration of the following basic principles when considering an annexation to ensure that the chances of a successful completion of the annexation would be increased and the effect upon the City would be positive.

- *The boundaries of the annexation area should be drawn in accordance with the ability (both from a geographic and economic standpoint) of the city to provide services. The need for services should be taken into account.*

- *The population and assessed valuation of the area should be sufficient to allow the area to pay its fair share of the cost of providing services.*
- *The area should contribute to the logical growth pattern of the city and should encourage orderly growth. Where possible, irregular boundaries should be avoided.*
- *It should be no larger than what the city is able to service adequately with capital improvements and services within a reasonable time.*
- *The area should be adaptable to anticipated expansion requirements of the city for residential or commercial/industrial purposes.*
- *The boundaries of an area should be drawn to include residents who are generally favorable toward annexation or where annexation can be demonstrated to be advantageous to the residents of both the fringe area and the city.*
- *In drawing boundaries of an annexation area, due regard should be given to special districts in the area (see Special Districts).*

4 – Assumption Of Indebtedness

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city's then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

There are different factors that should be considered in deciding whether to require debt assumption. Some of the issues Tumwater should examine in reaching a decision on this question are:

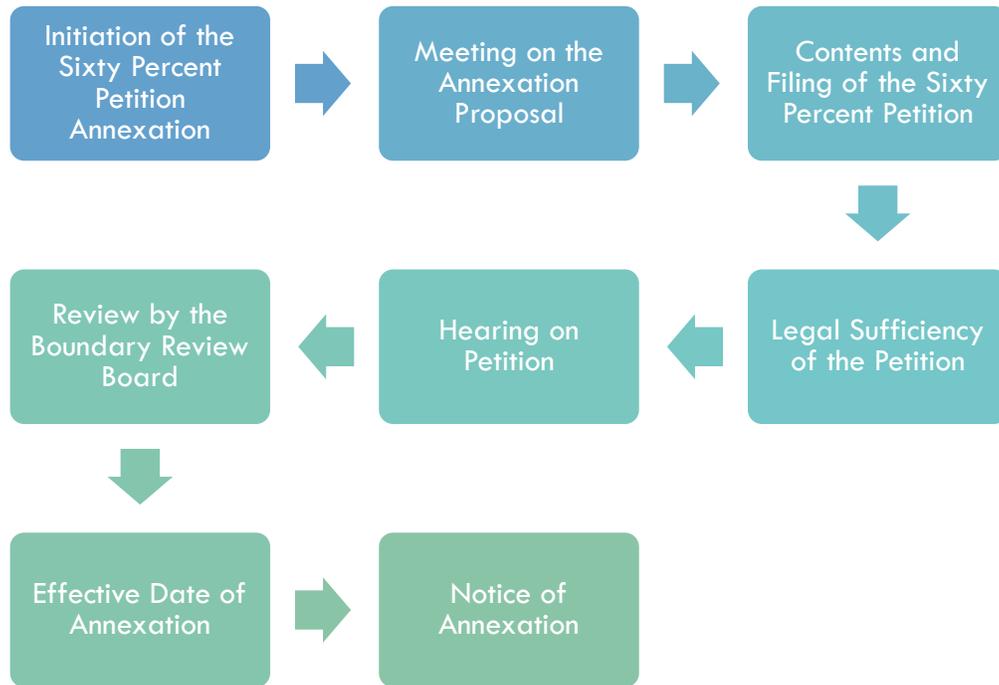
- *Was the outstanding indebtedness incurred to finance an improvement or facility that will benefit the newly annexed area?*
- *Will assumption of a proportionate share of the city's outstanding indebtedness place an excessive financial burden on annexed property in light of other indebtedness previously placed on the property through the county or special districts, which will remain on the property after annexation?*
- *Will the property to be annexed be forming an expensive LID for special improvements, such that requiring assumption of the outstanding indebtedness would not be equitable?*
- *To what extent does the annexing city desire to encourage (or subsidize) the annexation?*

Most cities do require the assumption of indebtedness as a condition of annexation, unless in a particular circumstance this would not be equitable.

Appendix A contains a draft property tax comparison.

5 – Sixty Percent Annexation Method Process

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least sixty percent of the property value in the area, computed according to the assessed valuation of the property for general taxation purposes. The steps in the sixty percent annexation method process are as follows:



A. Initiation of the Sixty Percent Petition Annexation

Under RCW 35.14.120, prior to circulating a petition for annexation, the owners of property representing not less than ten percent of the assessed value of the property for which annexation is sought must give written notice to the City Council of their intention to commence annexation proceedings. This process was completed on April 29, 2025, when the ten percent petition application was deemed completed after the applicant paid the necessary application review fees.

B. Meeting on the Annexation Proposal

Following RCW 35A.14.120, after being notified of the proposed annexation, the City Council is to set a date not later than sixty days after the filing of the ten percent petitions for a meeting with the initiating parties to determine:

- Whether Tumwater will accept, reject, or geographically modify the proposed annexation;
- Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and 35A.14.340); and

- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This meeting with the City Council is proposed for July 15, 2025. If the City Council requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in the minutes of the meeting. City Council acceptance of the proposed annexation is a condition precedent to circulation of the petitions. There is no appeal from the City Council's decision.

C. Contents of the Petitions

Under RCW 35A.14.120, if the City Council accepts the initial annexation proposal, the sixty percent petitions may be drafted and circulated. The sixty percent petitions must:

- Describe the property according to government legal subdivisions or legal plats.
- Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
- If the City Council has required the assumption of all or any portion of City indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.
- Be signed by the owners of not less than sixty percent of the assessed value of the property for which annexation is petitioned.
- Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).

The applicant has submitted complete sixty percent annexation petitions. So if the City Council approves the ten percent petitions, then this step will have been completed.

D. Filing of Sixty Percent Petitions

The completed sixty percent annexation petitions are to be filed with the City Council (RCW 35A.14.120). Although there is no time limit specified in the annexation statutes as to when a petition needs to be filed with the City Council after it has begun circulating for signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures older than six months are to be stricken from the petition by the officer certifying petition sufficiency (RCW 35A.01.040(8)).

The applicant has submitted a complete sixty percent petitions. So if the City Council approves the ten percent petitions, then this step will have been completed.

E. Legal Sufficiency of the Petitions

The annexation petitions must be certified as sufficient (i.e., as having valid signatures representing the required sixty percent of property value). Within three working days of the filing of the sixty percent petitions, the officer with whom the petitions are filed must transmit

the petitions to the county assessor, who makes the determination of the sufficiency of the petitions. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petitions for filing a certificate stating the date the determination of sufficiency was begun. The officer determining petition sufficiency must do so “with reasonable promptness” (RCW 35A.01.040(4)).

This will be the next step if the City Council approves the ten percent petitions.

F. Hearing on Petitions

Under RCW 35A.14.130, when legally sufficient annexation petitions are filed, the City Council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested people to appear and voice approval or disapproval of the annexation. The notice is to be:
 - Published in one or more issues of a newspaper of general circulation in the City; and
 - Posted in three public places within the territory proposed for annexation.

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

G. Decision

Because Tumwater may not annex territory without prior Thurston County Boundary Review Board approval, an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, the City Council will be asked to approve a resolution of intent to annex. If the review board approves the annexation, the City Council will adopt the formal annexation ordinance.

H. Review by the Boundary Review Board

Under RCW 36.93.090 and .100, Tumwater must file a “notice of intention” with the Thurston County Boundary Review Board within 180 days of when the annexation is proposed. For the purposes of sixty percent annexation petition, an annexation is “proposed” when the annexation petition is filed with the Tumwater.

If the proposal includes annexation of the territory of a fire district, in this case the McLane Black Lake Fire District, Tumwater must provide notice to the district of the proposed annexation simultaneously when notice of the proposed annexation is provided to the Thurston County Boundary Review Board.

The board may assume jurisdiction over the annexation if, within forty-five days of filing the notice of intention, a request for review is made by:

- Thurston County or any other affected governmental unit; or

- Petition of registered voters or property owners.

If jurisdiction is not invoked within forty-five days, the proposed annexation is deemed approved by the Thurston County Boundary Review Board.

The board must act within 120 days of the review request unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved.

I. Effective Date of Annexation

The annexation, together with any provision relating to application of a proposed zoning regulation, is effective on the date fixed in the annexation ordinance. The relevant statute, RCW 35A.14.150, does not specify any date by which the annexation must be made effective. Note, however, that there are important timing issues as to when an annexation occurs with respect to when the City's property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments.

J. Notice of Annexation

1) Notice to State (Office of Financial Management Certification)

Tumwater must submit an annexation certificate and additional supporting documents to the state Office of Financial Management within thirty days of the effective date of annexation specified in the annexation ordinance (RCW 35A.14.700).

The Office of Financial Management files the approved annexation certificates on a quarterly basis. Filing dates are the last working days of November, February, May, and August. Annexations are not approved and filed until all of Office of Financial Management's requirements are met. Revenues may be lost as a result of problems in the certification process because revenue distributions are not backdated.

2) Notice to County, Light and Power and Gas Distribution Businesses, and, Where Applicable, to Fire Protection and Library Districts

At least sixty days before the effective date of the annexation, Tumwater is required by RCW 35A.14.801 to provide to the county treasurer and assessor and to light and power and gas distribution businesses, by certified mail or electronic means, notice of the annexation that includes a list of annexed parcel numbers and street addresses.

If Tumwater annexes territory within a fire district, which in this case is the McLane Black Lake Fire District, it is required to provide the same notice to the district. The county treasurer is required to remit to the City only those road taxes and, where applicable, fire district and library district property taxes collected sixty days or more after receipt of the notice. Light and power businesses and gas distribution businesses are only required to remit to the City those utility taxes collected sixty days or more after receipt of the notice.

3) Notice to Department of Revenue

Sales tax changes may take effect only on January 1, April 1, or July 1. The term “sales tax changes,” for purposes of this legislation, includes changes resulting from annexation (RCW 82.14.055(4)). The City must provide notice to the Department of Revenue at least seventy-five days before the change takes place.

4) Notice to City Departments.

Although any annexation will impact some City departments more than others, all will be advised of the annexation.

6 – General Government Committee Recommendation and Request

As part of the discussion of the annexation petitions with the property owners at their July 15, 2025, meeting, the City Council should:

- Accept the proposal to annex, with no modifications.
- Do not propose any amendments to the existing land use designations or zone districts.
- Require the annexed area to assume City indebtedness.

Appendix A – Draft Property Tax Comparison

Property Tax Rates are per \$1,000 of the assessed value of your property	Tax Rate for your area	Taxes for \$500,000 home - Based on Average Value for your area	Tax Rate after annexation to City of Tumwater	Taxes for \$500,000 home after annexation
County Road Tax	\$0.72	\$360.00	\$-	\$-
McLane Black Lake Fire Dept.	\$1.42	\$710.00	\$-	\$-
McLane Black Lake Fire Dept. Excess Levy	\$0.77	\$385.00	\$0.77	\$385.00
City of Tumwater General Tax	\$-	\$-	\$1.75	\$875.00
Tumwater Metropolitan Park District	\$-	\$-	\$0.49	\$245.00
Public Utility District #1	\$0.01	\$5.00	\$0.01	\$5.00
Medic One	\$0.13	\$65.00	\$0.13	\$65.00
Medic One Levy Lid Lift	\$0.21	\$105.00	\$0.21	\$105.00
Port of Olympia	\$0.13	\$65.00	\$0.13	\$65.00
Timberland Regional Library	\$0.23	\$115.00	\$0.23	\$115.00
Tumwater School District Excess Levy	\$3.88	\$1,940.00	\$3.88	\$1,940.00
County General Tax	\$0.85	\$425.00	\$0.85	\$425.00
State General Tax	\$2.26	\$1,130.00	\$2.26	\$1,130.00
TOTAL	\$10.61	\$5,305.00	\$10.71	\$5,355.00

Note: McLane Black Lake Fire excess levy runs 1/1/24 through 12/31/27

5901 & 5917 Black Lake-Belmore Road SW Ten Percent Annexation Petitions (TUM-25-0453 and TUM-25-0454)



City Council, July 15, 2025

Intent

- Present the Ten Percent Annexation Petitions
- Explain the Sixty Percent Annexation Method Process
- Discuss Next Steps



Background

- The owner of two properties on Black Lake-Belmore Road SW in Tumwater's urban growth area is requesting to be annexed
- A ten percent annexation petition applications were filed with the City on April 25, 2025, and were deemed complete on April 29, 2025, after payment of application review fees
- Because the property owner owns all the property included in the annexation area, they filed annexation petitions representing both ten percent and sixty percent of the value of the property proposed for annexation



Background

- The property owner has indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the land use designation and zone district for their property
- Staff is unaware of any pending development applications for the property
- Staff inadvertently left the petitions for the second parcel out of the May 14, 2025, General Government Committee packet and June 3, 2025, City Council packet, so this item contains the complete application package for both parcels



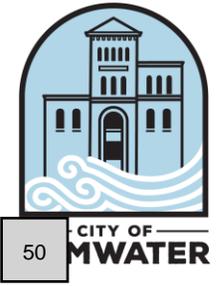
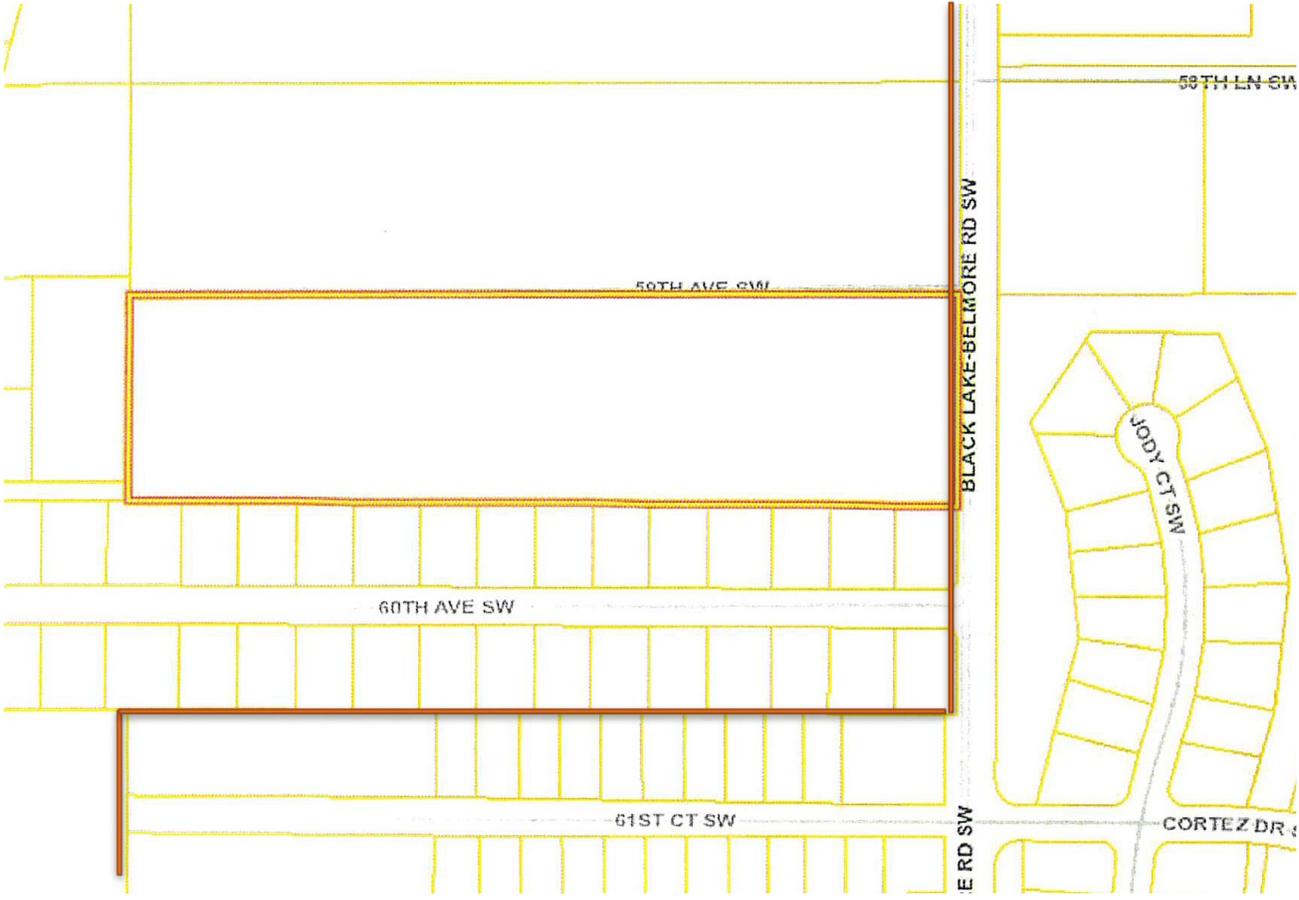
Proposed Annexation Area

- The two parcels in the proposed annexation area are located northwest of the intersection of Black Lake-Belmore Road SW and 60th Avenue SW and are 10.75 acres in size
- The proposed annexation area is west of the current city limit and has a Single Family Low Density Residential district designation



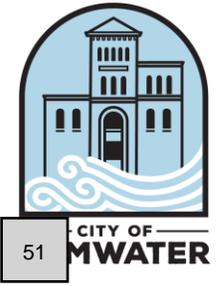
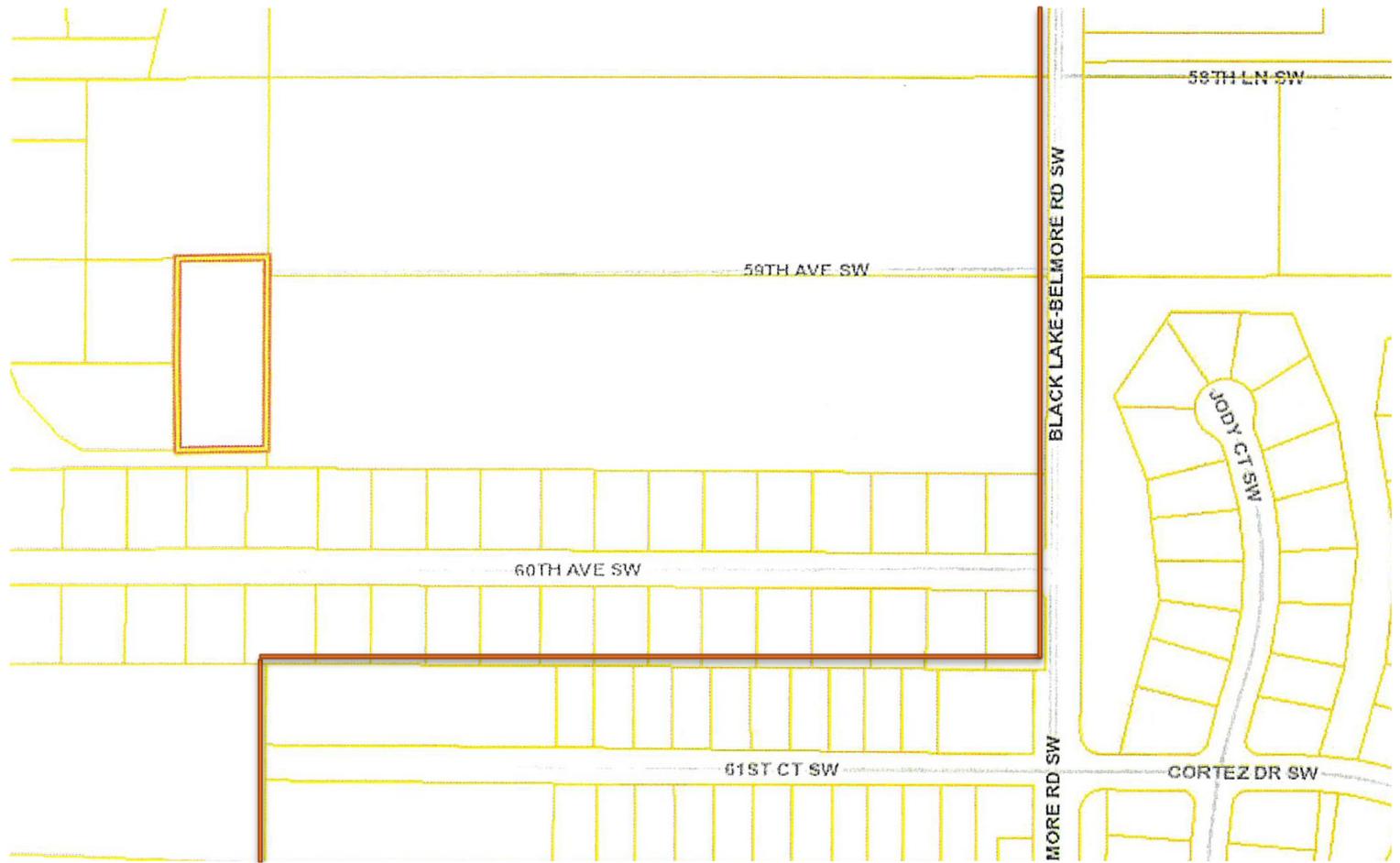
Proposed Annexation Area

- 5901 Black Lake-Belmore Road SW
- Owned by Terrence Hess
- Parcel #12705220200
- Approximately 9.72 acres



Proposed Annexation Area

- 5917 Black Lake-Belmore Road SW
- Owned by Terrence Hess
- Parcel #12706110201
- Approximately 1.03 acres



Initial Request of City Council

The ten percent annexation petitions request that the City Council set a date not later than 60 days after the filing of the ten percent petitions for a meeting with the property owner to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require adoption of a new land use designation for the area to be annexed; and
3. Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed

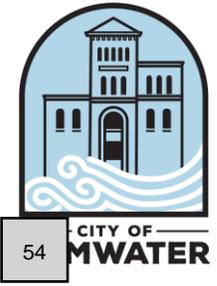
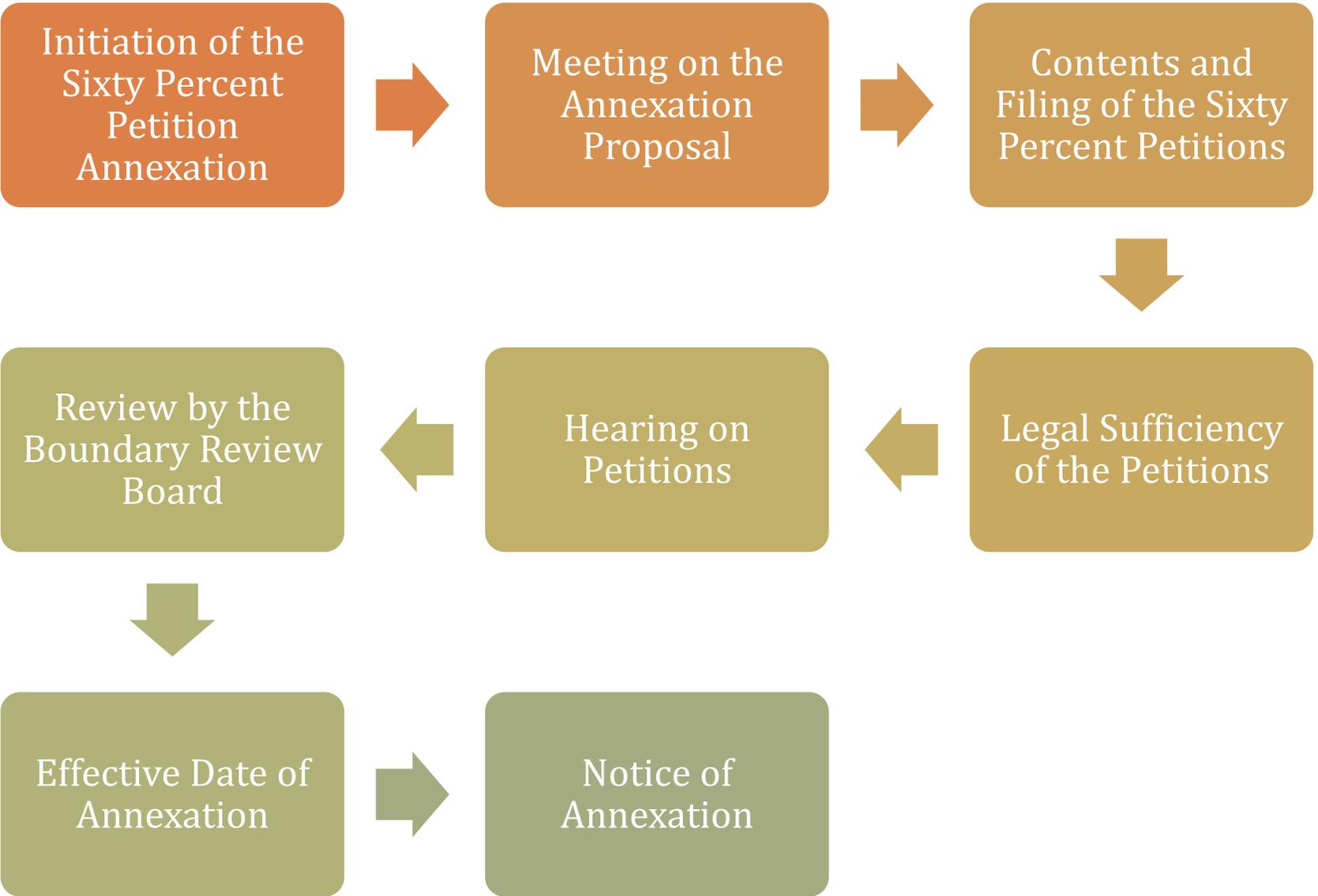


Assumption Indebtedness

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city's then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation



Sixty Percent Annexation Method Process



General Government Committee Recommendation

- Accept the proposal to annex, with no modifications
- Do not propose any amendments to the existing land use designations or zone districts
- Require the annexed area to assume City indebtedness



Initial Request of City Council

- Discuss with petitions with the applicants and decide whether to move consideration of the proposed annexation petitions forward



Future Steps

- If the Council decides to accept the annexation proposal – either as proposed or modified – then a sixty percent petitions will be drafted and circulated to the affected property owners
- Approval by property owners representing sixty percent of the assessed value of the annexation area is required
- Final approval would only occur after review and approval of the Boundary Review Board, followed by a public hearing and a vote of City Council





CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
Email: cdd@ci.tumwater.wa.us
(360) 754-4180

**PETITION FOR ANNEXATION TO
THE CITY OF TUMWATER**

TUM - 25 <u>0453</u>	DATE STAMP 04-25-2025
Kerri RCVD BY	

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)
See "Exhibit A"

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: _____ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

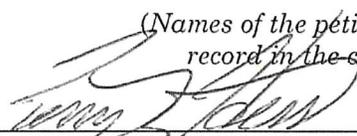
It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

This page is one of a number of identical pages forming one petition seeking the annexation of territory to the City of Tumwater, Washington, as above stated, and may be filed with other pages containing additional signatures.

The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Tumwater, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)



OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: 5901 Black Lake Belmore Rd SW, Olympia, WA 98512

ASSESSOR'S PARCEL #: 12705220200 DATE: 11/07/2024

APPROXIMATE # OF ACRES: 9.72



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
Email: cdd@ci.tumwater.wa.us
(360) 754-4180

**PETITION FOR ANNEXATION TO
THE CITY OF TUMWATER**

TUM - 25-	DATE STAMP
0453	04-25-2025
Kerri	
RCVD BY	

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

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(Legal Description)
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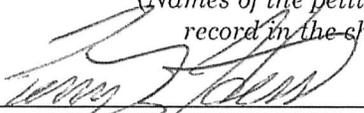
- It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and
- It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

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(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)



OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: _____

ASSESSOR'S PARCEL #: 12705220200

DATE: 11/07/2024

APPROXIMATE # OF ACRES: 9.72



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
(360) 754-4180 (360) 754-4126 (FAX)
Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE
ANNEXATION PROCEEDINGS**

TUM -25-	DATE STAMP
0453	04-25-2025
Kerri	
RCVD BY	

TO THE CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

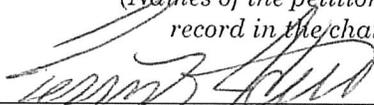
Whether the City Council will require adoption of a comprehensive plan for the area to be annexed;
and

Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intent to be presented and considered as one Notice of Intent.

(Names of the petitioners should be in identical form as the same appear on record in the chain of title to the real estate. All owners must sign.)



OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: 5901 Black Lake Belmore RD SW Olympia WA 98512

DATE: 11/7/24

ASSESSOR'S PARCEL#: 12705220200

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA:

See "Exhibit A"

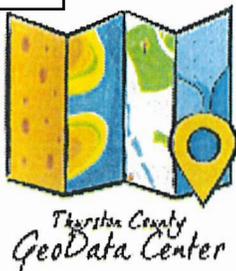
APPROXIMATE # OF ACRES: 9.72

EXHIBIT "A" – LEGAL DESCRIPTION

See "Exhibit A"

EXHIBIT "B" – MAP





Data for Parcel No. 12705220200

Owner(s):
HESS, TERRENCE E

Address:	5937 BLACK LAKE BELMORE RD SW
City:	OLYMPIA
State:	WA, 98512
Site Address:	
Site City:	
Site Zip:	
Section:	S05172W
Abbreviated Legal:	Section 05 Township 17 Range 2W S2 N2 NW NW LESS .22A RW
Usecode:	91
Tax Code Area:	450
Taxable:	Yes
Annual Tax:	View Property Taxes for Parcel
Property Type:	LND
Total Acres:	9.72
Land Value:	View Assessor's Data for Parcel
Building Value:	View Assessor's Data for Parcel
Total Value:	View Assessor's Data for Parcel
Current Use:	N
Exemptions:	None
Wetlands:	Unknown
Flood Zone:	OUT
Flood of 1999:	Unknown
Winter Flooding of 1996:	Unknown
High Groundwater Flood Hazards:	Unknown
Zoning:	SFL, Single-Family Low Density Residential
Commissioner District:	4
Historic Site:	No
Permitting Jurisdiction:	COUNTY
Jurisdiction of Influence:	TUMUGA
No Shooting Zone:	No
Animal Control:	Ordinance No. 12989. Contact Animal Services (360-352-2510).
Weed Containment Zone:	No
Landslide Hazard Review Area - Slope A:	Yes - Check with PBuilding Development Center
Landslide Hazard Review Area - Slope B:	Yes - Check with Building Development Center
Landslide Hazard Review Area - Slope C, D, E:	Not mapped by GeoData
Ground Water Sensitive Areas:	No
DNR Natural Heritage Data:	Unknown
Prairie Indicator Soils:	Yes
Mazama Pocket Gopher Soils:	Less Preferred, More Preferred
Mazama Pocket Gopher:	Unknown
Mazama Pocket Gopher Service Area:	OPG (Olympia Pocket Gopher)
Oregon Vesper Sparrow:	Unknown
Taylor's Checkerspot Butterfly:	Unknown
Oregon Spotted Frog:	Unknown
Marine Riparian Review Area - 300':	Unknown

DEC 12 '19 744700

When recorded return to:
Mr. Terrence E Hess
3448 7th Ave. SW
Olympia, WA 98502

Thurston County Treasurer
Real Estate Excise Tax Paid 1584.²⁰
By [Signature] Deputy

Filed for Record at Request of
Foundation Escrow, Inc.
Escrow Number: 19-4492-JB

Statutory Warranty Deed

CHICAGO TITLE
NO. 100033425

THE GRANTOR Seaport Assets, Inc, a California Corporation for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Terrence E Hess, an ~~unmarried individual~~ the following described real estate, situated in the County of Thurston, State of Washington, a married man as his separate estate

Abbreviated Legal:

Ptn NW 1/4 NW 1/4 ^N 5-17-2W
Tax Account No.: 12705220200

Tax Parcel Number(s): 12705220200

Full Legal Description Attached to Exhibit "A"
SUBJECT TO: Special Exceptions shown on Attached Exhibit "B"

Dated November 26, 2019

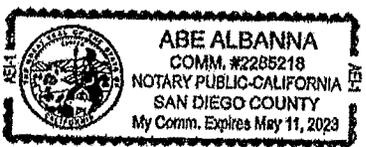
Seaport Assets, Inc

[Signature]
By Matthew Wayne Walker, Chief Executive Officer

STATE OF California
COUNTY OF San Diego } SS:

I certify that I know or have satisfactory evidence Matthew Wayne Walker is/are the person(s) who appeared before me, and said person(s) acknowledge he signed this instrument, on oath stated he is/are authorized to execute the instrument and acknowledge that as the Chief Executive Officer of Seaport Assets, Inc to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 11/26/2019 [Signature]



Notary Public in and for the State of California
Residing at San Diego County
My appointment expires: May 11, 2023

EXHIBIT A

The South half of the North half of the Northwest quarter of the Northwest quarter of Section 5, Township 17 North, Range 2 West, W.M.; EXCEPT the East 30 feet for county road known as Belmore-Black Lake Road, as conveyed to Thurston County by deed recorded April 10, 1953 under Auditor's File No. 522295;

EXCEPTING any portion thereof lying South of an agreed boundary established as the South line thereof which is described as follows:

Commencing at a concrete monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West, W.M.; Thence South $00^{\circ} 00' 37''$ East along the Section line between said Section 5 and Section 6 for a distance of 651.38 feet; Thence North $89^{\circ} 38' 41''$ East for a distance West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M.;

EXCEPTING ALSO that portion thereof, if any, lying North of the following described line:

Commencing at a concrete monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West W.M.; Thence South $00^{\circ} 00' 37''$ East along the section line between said Section 5 and Section 6 for a distance of 325.38 feet; Thence North $89^{\circ} 39' 41''$ East for a distance of 1276.90 feet, more or less, to the West right-of-way line of the Belmore-Black Lake County Road and the Eastern terminus and point of beginning of this description; Thence South $89^{\circ} 28' 41''$ West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M.; ALSO EXCEPTING county road known as Belmore-Black Lake Road along the East line of the Northwest quarter of the Northwest quarter of Section 5;

In Thurston County, Washington



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
Email: cdd@ci.tumwater.wa.us
(360) 754-4180

**PETITION FOR ANNEXATION TO
THE CITY OF TUMWATER**

TUM - 25
0454
Kerri
RCVD BY

DATE STAMP
04-25-2025

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)
See "Exhibit A"

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: _____ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

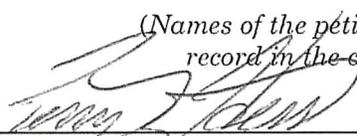
It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

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(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)



OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: 5917 Black Lake Belmore Rd Sw, Olympia, WA 98512

ASSESSOR'S PARCEL #: 12706110201

DATE: 11/07/2024

APPROXIMATE # OF ACRES: 1.03



CITY OF TUMWATER
555 ISRAEL RD. SW, TUMWATER, WA 98501
(360) 754-4180 (360) 754-4126 (FAX)
Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE
ANNEXATION PROCEEDINGS**

TUM - 25-	DATE STAMP
0454	04-25-2025
Kerri	
RCVD BY	

TO THE CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

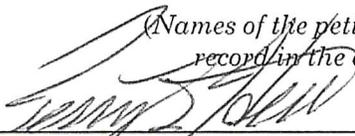
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and

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Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

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OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: 5917 Black Lake Belmore RD SW, Olympia, WA 98512 DATE: 11/7/24

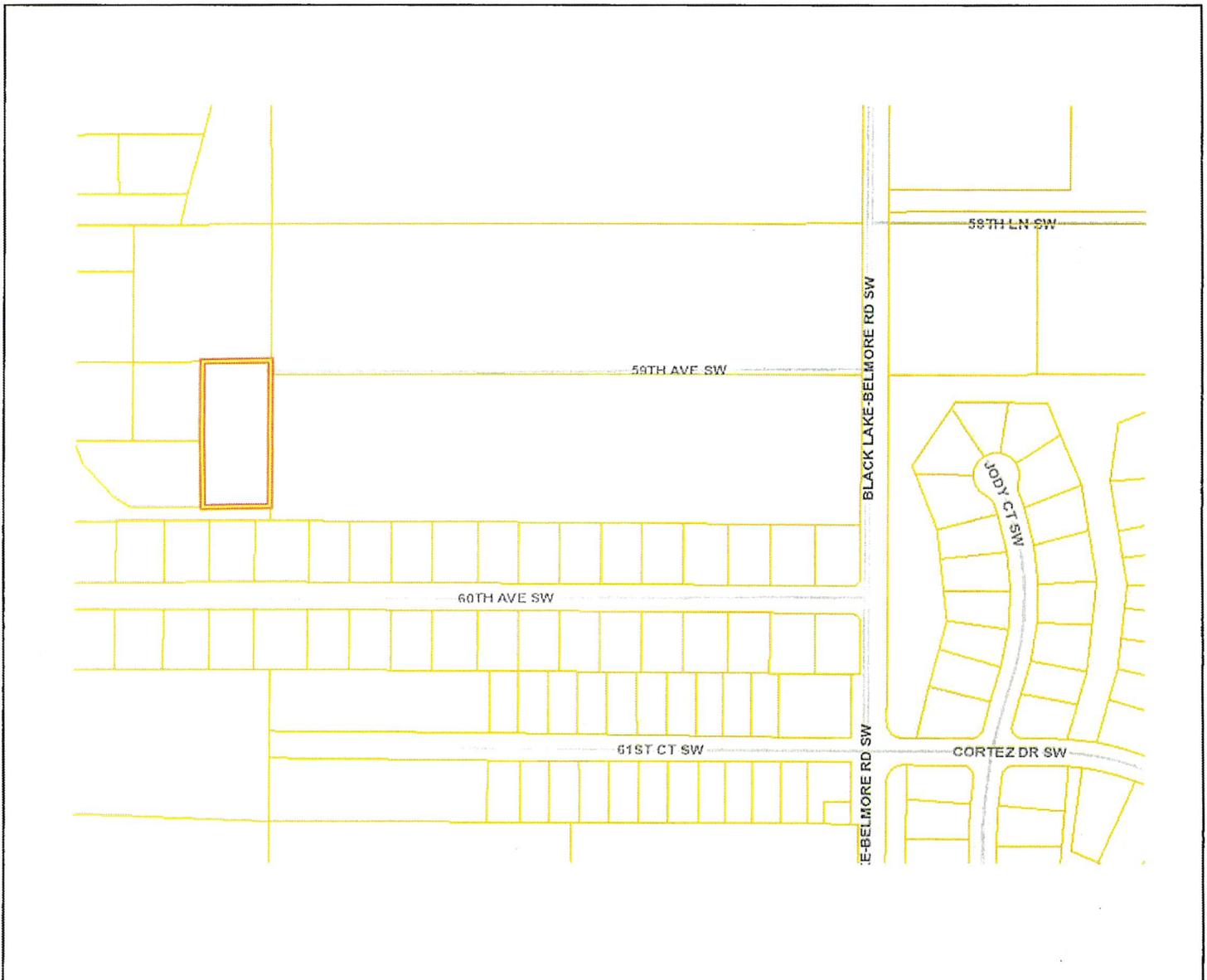
ASSESSOR'S PARCEL #: 12706110201

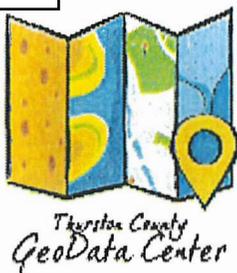
LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA: _____
See "Exhibit A"

APPROXIMATE # OF ACRES: 1.03

EXHIBIT "A" – LEGAL DESCRIPTION
See "Exhibit A"

EXHIBIT "B" – MAP





Data for Parcel No. 12706110201

Owner(s):
HESS, TERRENCE & HESS, SARA J

Address:	4709 BRECH ST SE
City:	TUMWATER
State:	WA, 98512
Site Address:	5917 BLACK LAKE BELMORE RD SW
Site City:	OLYMPIA
Site Zip:	98512
Section:	S06172W
Abbreviated Legal:	6-17-2W L8 COM NE SEC COR S 0-00-37 E 651.38F TO POB
Usecode:	91
Tax Code Area:	450
Taxable:	Yes
Annual Tax:	View Property Taxes for Parcel
Property Type:	LND
Total Acres:	1.03
Land Value:	View Assessor's Data for Parcel
Building Value:	View Assessor's Data for Parcel
Total Value:	View Assessor's Data for Parcel
Current Use:	N
Exemptions:	None
Wetlands:	Unknown
Flood Zone:	OUT
Flood of 1999:	Unknown
Winter Flooding of 1996:	Unknown
High Groundwater Flood Hazards:	Unknown
Zoning:	SFL, Single-Family Low Density Residential
Commissioner District:	4
Historic Site:	No
Permitting Jurisdiction:	COUNTY
Jurisdiction of Influence:	TUMUGA
No Shooting Zone:	No
Animal Control:	Ordinance No. 12989. Contact Animal Services (360-352-2510).
Weed Containment Zone:	No
Landslide Hazard Review Area - Slope A:	Yes - Check with PBuilding Development Center
Landslide Hazard Review Area - Slope B:	Unknown
Landslide Hazard Review Area - Slope C, D, E:	Not mapped by GeoData
Ground Water Sensitive Areas:	No
DNR Natural Heritage Data:	Unknown
Prairie Indicator Soils:	Unknown
Mazama Pocket Gopher Soils:	Less Preferred
Mazama Pocket Gopher:	Unknown
Mazama Pocket Gopher Service Area:	OPG (Olympia Pocket Gopher)
Oregon Vesper Sparrow:	Unknown
Taylor's Checkerspot Butterfly:	Unknown
Oregon Spotted Frog:	Unknown
Marine Riparian Review Area - 300':	Unknown
Stream Riparian Review Area - 300':	Unknown

After recording return document to:

Cap. City Law PS
2401 Bristol Court SW, Suite A-103
Olympia, WA 98502

Thurston County Treasurer
E028610 \$0.00
08/30/2022 *Elizabeth Walker*

Document Title: QUITCLAIM DEED
Related Documents: 3330319
Grantors: Terrence Hess and Sara J. Hess
Grantees: Terrence Hess and Sara J. Hess
Legal Description: 6-17-2W L8 COM NE SEC COR S 0-00-37 E 651.38F TO POB
Tax Parcel Number: 12706110201

QUITCLAIM DEED

The Grantors, Terrence Hess and Sara J. Hess, formerly married persons, in consideration of a divorce action between Terrence Hess and Sara J. Hess, hereby convey and quitclaim to the Grantees, Terrence Hess, a single person, and Sara J. Hess, a single person, as joint tenants with rights of survivorship, the following-described real estate, and any after-acquired interest therein, situate in Thurston County, in the State of Washington:

SEE EXHIBIT A

8/19/22
Date

Terrence Hess
Terrence Hess

8/19/22
Date

Sara J. Hess
Sara J. Hess

STATE OF WASHINGTON

THURSTON COUNTY, SS.

August 19, 2022

I certify that I know or have satisfactory evidence that **Sara J. Hess** personally appeared before me and acknowledged signing this instrument as a free and voluntary act for the uses and purposes mentioned in the instrument.



Before me: [Signature]

Jessica McKeegan Jensen
Notary Public for the State of Washington
2401 Bristol Court SW, Suite A-103
Olympia, Washington 98502
Commission Expires 6/16/2023

STATE OF WASHINGTON
THURSTON COUNTY, SS.

August 19, 2022

I certify that I know or have satisfactory evidence that **Terrence Hess** is the person who appeared before me, and acknowledged signing this instrument as a free and voluntary act for the uses and purposes mentioned in the instrument.



Before me: [Signature]

Notary Public for the State of Washington

Printed Name: Jessica McKeegan Jensen

Residing at: Olympia, WA 98502

Commission Expires: 6/16/2023

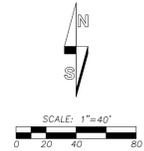
EXHIBIT A**PARCEL A:**

THAT PORTION OF GOVERNMENT LOT 8, SECTION 6, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 6, THENCE SOUTH 00° 00' 37" EAST 651.38 FEET TO A POINT ON THE EAST LINE OF SAID GOVERNMENT LOT 8 WHICH IS THE TRUE POINT OF BEGINNING; THENCE SOUTH 89° 38' 41" WEST 150 FEET; THENCE NORTH 00° 00' 37" WEST 326 FEET; THENCE NORTH 89° 38' 41" EAST 150 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 8; THENCE SOUTH 00° 00' 37" EAST 326 FEET TO THE TRUE POINT OF BEGINNING; EXCEPT THE SOUTH 30 FEET.

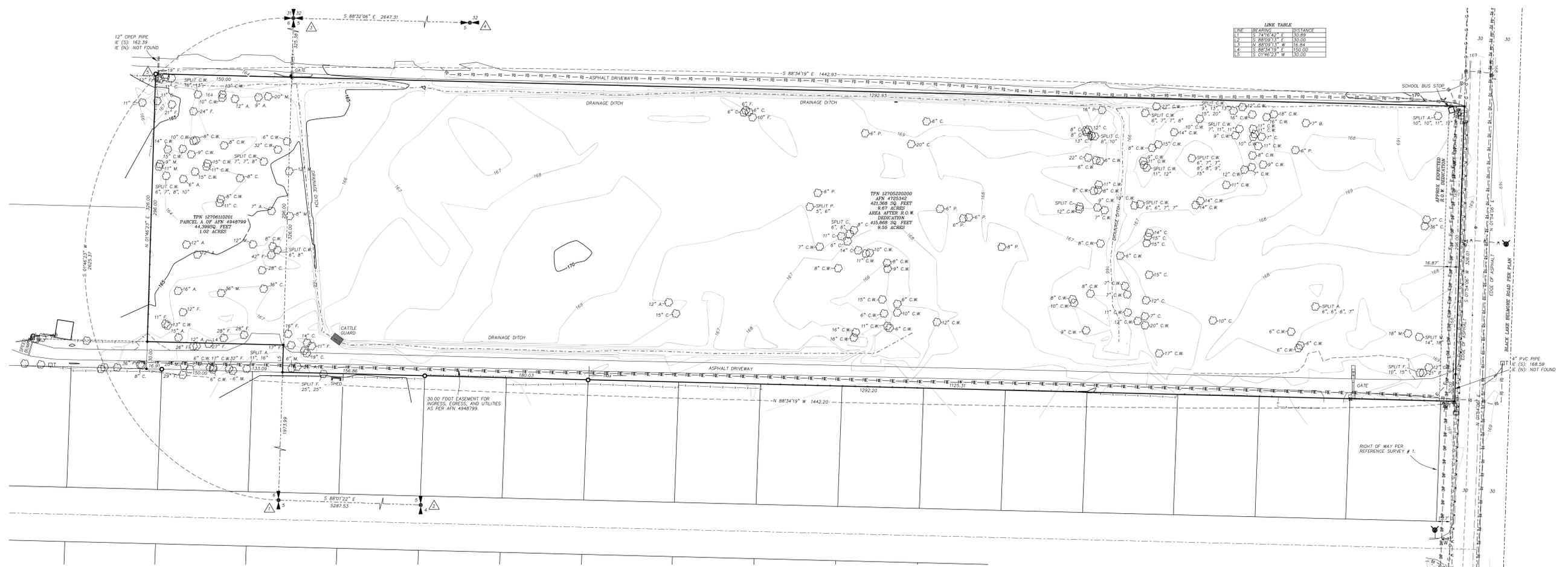
TOPOGRAPHIC SURVEY OF A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, AND A PORTION OF GOVERNMENT LOT 7 (THE FRACTIONAL NORTHEAST QUARTER OF THE NORTHEAST QUARTER) OF SECTION 6, IN TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., IN THURSTON COUNTY, WASHINGTON.

Attachment G



JUNK TABLE

LINE	BEARING	DISTANCE
L1	S 24°04'49" E	300.89
L2	S 88°34'19" E	150.00
L3	N 88°34'19" W	16.84
L4	S 88°34'19" E	150.00
L5	S 01°46'23" W	300.00



LEGEND

- FOUND CORNER AS NOTED
- FOUND 1/2" IRON PIPE
- CALCULATED POSITION
- WATER METER
- ▽ WATER VALVE
- ⊕ FIRE HYDRANT
- UTILITY POLE
- ⊞ POWER METER
- ⊞ JUNCTION BOX
- ⊞ GAS VALVE
- ⊞ TELEPHONE PEDESTAL
- ⊞ SANITARY SEWER MANHOLE
- FENCE LINE
- TREE
- MAILBOX
- X" F. SIZE FIR
- X" A. SIZE ALDER
- X" M. SIZE MAPLE
- X" C.W. SIZE COTTONWOOD
- X" P. SIZE PINE
- X" C. SIZE CEDAR
- W — WATER LINE
- R — R — COMMUNICATIONS LINE
- E — E — UNDERGROUND ELECTRIC
- G — G — GAS LINE
- DP — DP — OVERHEAD POWER

- △ WEST QUARTER CORNER OF SECTION 5-117N-R2W, THURSTON COUNTY CONTROL POINT # 958, FOUND 3" BRASS THURSTON COUNTY MONUMENT IN INTERSECTION OF 66TH AVENUE AND FAIRVIEW ROAD AND HELD FOR BASIS OF BEARINGS AND ELEVATIONS (2024).
- △ EAST QUARTER CORNER OF SECTION 5-117N-R2W, THURSTON COUNTY CONTROL POINT # 959, FOUND 3" BRASS THURSTON COUNTY MONUMENT IN INTERSECTION OF 66TH AVENUE AND KIRSPOR ROAD AND HELD FOR ROTATION OF BEARINGS (2024).
- △ NORTHWEST CORNER OF SECTION 5-117N-R2W, THURSTON COUNTY CONTROL POINT # 7597, FOUND 2" BRASS MONUMENT IN CONCRETE AT 2 WAY FENCE CORNER (2024).
- △ NORTH QUARTER CORNER OF SECTION 5-117N-R2W, THURSTON COUNTY CONTROL POINT # 6486, FOUND BRASS PIN SET IN 10' BY 10' CONCRETE SQUARE (2024).
- △ FOUND 1/2" IRON PIPE WITH CAP PLS 5154 AS PER REFERENCE SURVEY # 3 (2024).
- △ FOUND 2" BRASS MONUMENT PLS 29538 AS PER REFERENCE SURVEY # 5 (2024).
- △ FOUND 2" BRASS MONUMENT ON EAST RIGHT OF WAY AS PER REFERENCE SURVEY # 5 (2024).

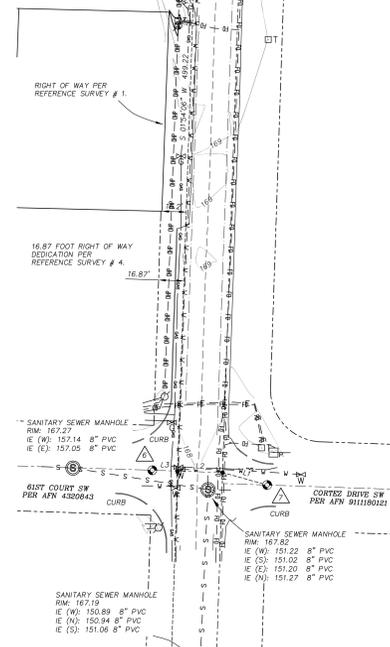
BASIS OF BEARINGS: WASHINGTON STATE PLANE SOUTH ZONE (NAD 83/2010) AS PER TIES TO THURSTON COUNTY CONTROL POINTS # 958 AND # 959 HELD THE PUBLISHED COORDINATE AT # 958 AND APPLIED THE COMBINED SCALE FACTOR OF 0.999934881 TO PRODUCE THE DISTANCES SHOWN HEREON.

BASIS OF ELEVATIONS: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) DERIVED FROM TIES TO THURSTON COUNTY CONTROL POINT # 958 HAVING A PUBLISHED ELEVATION OF 164.00' (NAVD 88).

REFERENCE SURVEYS:

- 1) W.F. KROGER, PLS 5432, AYN 799858 (1969)
- 2) S.R. STILLMELL, PLS 19028, AYN 80002000 (1985)
- 3) S.R. STILLMELL, PLS 18928, AYN 9408190001 (1994)
- 4) L.S. PANDER, PLS 28071, AYN 3439020 (2000)
- 5) S.L. AZELINE, PLS 29538, AYN 4320843 (2013)
- 6) T.E. BATTY, PLS 30425, AYN 4987824 (2023)

METHOD OF SURVEY: GNSS OBSERVATIONS USING JAVAD TRIUMPH LS RECEIVERS. THIS SURVEY MEETS OR EXCEEDS PRECISION REQUIREMENTS AS SET FORTH IN IAC 332-130-090.



BUTLER SURVEYING INC.
475 NW CHEHALIS AVENUE
P.O. BOX 148 CHEHALIS, WA 98532
360/748-8803

Drawn: RAW Date: 10/04/2024
Checked: RAW/CB Job No.: 24-287
Scale: 1" = 40' Sheet 1 of 1

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: July 15, 2025
SUBJECT: Interlocal Agreement with TCOMM911 for Radio Programming

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with TCOMM911 for Subscriber Radio Programming.

2) Background:

The Thurston Communications Emergency Radio Network (TCERN) project has been substantially completed with a successful transition to the new digital radio system. As part of this project, periodic software updates are necessary to ensure that mobile and portable radios are up-to-date. These updates are accomplished through a wi-fi connection of the radio to the TCOMM911 network. TCOMM911 plans to install wi-fi connections at several locations in the county and has requested that Tumwater Fire Station T1 be one of those locations. Having a radio programming terminal at Station T1 will be very beneficial for both the Tumwater Fire and Police Departments.

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Explore and Implement Partnerships to improve efficiency of service delivery
-

4) Alternatives:

Do not recommend

5) Fiscal Notes:

None

6) Attachments:

A. Interlocal Agreement with TCOMM911 for Subscriber Radio Programming

A

Interlocal Agreement
Between
Thurston 911 Communications
And
City of Tumwater
For
Subscriber Radio Programming Terminal

This Agreement is made and entered into by and between Thurston 911 Communications, hereinafter "TCOMM911" and the City of Tumwater, hereinafter "City" or "Fire Department," pursuant to the authority granted by Chapter 39.34 RCW.

It is the purpose of this Agreement to provide an offsite location for a TCOMM911 subscriber radio programming terminal to be located at 311 Israel Rd SW, Tumwater, WA 98501. This equipment would allow TCOMM911 user agencies to efficiently update their TCERN P25 public safety subscriber radio units when needed, benefiting the Tumwater Fire Department, Tumwater Police Department, and City of Tumwater residents.

Therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

A. TCOMM911 Responsibilities:

1. TCOMM911 employees shall have permission to enter Tumwater Fire Department Headquarters to install, maintain, monitor and service TCOMM911 owned equipment at this location. TCOMM911 employees will make reasonable attempts to notify the TFD Deputy Chief of Operations or on-duty Battalion Chief in advance at phone numbers on file at TCOMM911. Employees shall check in at the front desk prior to entering secure station areas to access the equipment and shall wear identification and identify themselves whenever requested by Fire Department employees.
2. Typically, work will be done during regular business hours, Monday through Friday. However, access may be needed outside of regular work hours due to an emergency, malfunction, or as deemed necessary by TCOMM911 staff.
3. If an outside contractor is required to work on the equipment, TCOMM911 will notify the Fire Department ahead of time, and ensure that the outside contractor properly checks in at the front desk prior to accessing the equipment. Outside contractors must have valid identification and must be accompanied by Fire Department personnel when accessing secured areas of the facility.
4. All costs associated with the purchase, installation, maintenance, replacement, and repair of equipment shall be the responsibility of TCOMM911.
5. TCOMM911 will provide operating instructions at the time of installation.

B. Fire Department Responsibilities:

1. Fire Department agrees to house the equipment in a secure location, and to keep the equipment turned on and plugged into a power source in order to be utilized by radio subscribers at any time in accordance with TCOMM911's operating instructions.

A

- 2. Fire Department agrees to provide vehicle access within the Wi-Fi coverage area for use by TCOMM911 and other agencies for mobile reprogramming.
- 3. Fire Department agrees to notify TCOMM911 Radio Systems Department within in 24 hours if there is a loss of power or damage to equipment occurs. Fire Department cannot guarantee uninterrupted service and no liability shall attach as a result of interruption of failure of power or Wi-Fi.
- 4. The subscriber radio programming terminal operates on a closed network. No other devices may be connected to the network without explicit written permission from TCOMM911.

C. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

1. Term and Termination

- a. Subject to its other provisions, this Agreement shall commence when this Agreement is properly signed by all parties.
- b. The term of this Agreement shall be five (5) years from the date the Agreement is properly signed by all parties. The agreement may be extended by additional five (5) year periods by mutual agreement of the parties.
- c. Either party may terminate this Agreement for their convenience. The terminating party shall provide a minimum of 30 days written notice of termination of this Agreement to the other party. Such notice shall be provided by certified and first-class mail. The notice shall be deemed received not later than the third day after such mailing.

2. Consideration

The parties mutually agree that no cash consideration is required between the parties. The mutual benefit of a functioning programming terminal shall serve as sole compensation.

3. Agreement Changes, Modifications and Amendments

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

4. Contract Management

The representative for each of the parties shall be responsible for all communications pertaining to this Agreement.

Thurston 911 Communications
 Executive Director
 2703 Pacific Ave SE Suite A
 Olympia, WA 98501
 360-704-2731

Tumwater Fire Department
 Fire Chief
 311 Israel Rd SW
 Tumwater, WA 98501
 360-754-4170

5. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

A

6. Indemnity and Limitation of Liability

Each of the Parties agrees to protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

Each of the Parties agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the Parties, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs incurred from the other Party. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. Choice of Law

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

8. Entire Agreement

Both parties agree that this Agreement is a complete expression of its terms and conditions. Any other representations or understandings not incorporated in this Agreement are specifically excluded.

A

In Witness Whereof, the parties have executed this Agreement.

Thurston 911 Communications

City of Tumwater

Signature

Signature

Printed Name

Debbie Sullivan

Printed Name

Title

Mayor

Title

Date

Date

Attest:

Melody Valiant, City Clerk

Approved as to Form

Karen Kirkpatrick, City Attorney

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: July 15, 2025
 SUBJECT: Interlocal Agreement with TCOMM911 for Station Alerting Gateway Hosting

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with TCOMM911 for Station Alerting Gateway Hosting.

2) Background:

Firefighters are alerted to incoming alarms through a number of mechanisms, including audio speakers in the stations. The current system has speakers throughout the station, including dorm rooms. For each station, all calls are announced such that staff are alerted to all calls, including calls for which they are not required to respond. This type of alerting system has been shown to negatively impact employee wellness. Funding for a new digital alerting system was approved in the current budget. The system requires a connection to hardware referred to as a “gateway” which has a cost of around \$50K. Rather than the city purchasing a gateway, TCOMM911 has agreed to allow Tumwater to utilize the existing gateway at TCOMM911.

3) Policy Support:

Provide and Sustain Quality Public Safety Services

- Explore and Implement Partnerships to improve efficiency of service delivery

4) Alternatives:

Do not recommend

5) Fiscal Notes:

None

6) Attachments:

A. Interlocal Agreement with TCOMM911 for Station Alerting Gateway Hosting

**Interlocal Agreement
Between
Thurston 911 Communications
And
City of Tumwater Fire
For
USDD Station Alerting Gateway Hosting**

This Agreement is made and entered into by and between Thurston 911 Communications, hereinafter "TCOMM911," and the City of Tumwater Fire Department, hereinafter "City" or "Fire Department," and pursuant to the authority granted by Chapter 39.34 RCW.

It is the purpose of this Agreement to describe the support expectations and responsibilities of the agencies involved with hosting the USDD Gateway Controller for the Tumwater Fire Department Station Alerting system. The Gateway Controller will be hosted at TCOMM911, located at 2703 Pacific Avenue SE Suite A, Olympia, WA 98501.

Therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

A. TCOMM911 Responsibilities:

- 1. TCOMM911 and the Fire Department will coordinate to configure initial programming of the station controllers on the USDD Station Alerting Gateway.
- 2. TCOMM911 shall notify the Fire Department of any anticipated network, controller, or CAD maintenance activities that may impact the proper operation of the alerting system.
- 3. Support for the USDD Station Alerting Gateway shall be provided by TCOMM911 on a 24 hour/365 basis.

B. Fire Department Responsibilities:

- 1. The Fire Department shall purchase and maintain Station Controller hardware that is compatible with the USDD Station Alerting Gateway.
- 2. Fire Department will be responsible for ensuring the network connectivity between TCOMM911 and the Fire Department is maintained and operational in a sufficient manner in order to provide maximum availability for the connection between the Gateway and station controllers.
- 3. Fire Department shall inform TCOMM911 of any requested updates or changes to the USDD Station Alerting Gateway configuration, allowing three (3) business days or otherwise mutually agreed upon date for the completion of requested changes.
- 4. Fire Department shall be responsible for ensuring that the station controller hardware is configured to fall back to radio two tone operations in the event of loss of communication between the Gateway and station controllers.

C. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

1. Term and Termination

- a. Subject to its other provisions, this Agreement shall commence when this Agreement is properly signed by all parties.
- b. The term of this Agreement shall be five (5) years from the date the Agreement is properly signed by all parties. The agreement may be extended for additional five (5) year periods by mutual written agreement of the parties.
- c. Either party may terminate this Agreement for their convenience. The terminating party shall provide a minimum of six months’ notice of termination of this Agreement to the other party. Such notice shall be provided by certified and first-class mail. The notice shall be deemed received not later than the third day after such mailing.
- d. Either party to this Agreement may terminate this Agreement upon 30 days’ notice to the other party based on any material breach of this Agreement. Notice of termination for cause shall be provided by certified and first-class mail. The notice shall be deemed received not later than the third day after such mailing. The party receiving such notice shall have 20 days after the receipt to cure the alleged breach or commence a cure in the event a cure will take longer than 20 days. If the breach is not cured or a cure is not commenced within 20 days, this Agreement will terminate.

2. Consideration

The parties mutually agree that no cash consideration is required between the parties, due to the mutual benefits received by both parties.

3. Agreement Changes, Modifications and Amendments

This Agreement may only be changed, modified, or amended by written agreement executed by both parties.

4. Contract Management

The representative for each of the parties shall be responsible for all communications pertaining to this Agreement.

Thurston 911 Communications
 Executive Director
 2703 Pacific Ave SE Suite A
 Olympia, WA 98501
 360-704-2731

City of Tumwater
 Fire Chief
 311 Israel Rd SW
 Tumwater, WA 98501
 360-754-4170

5. Severability

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement, which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

6. Indemnity and Limitation of Liability

As relates to any legal claims or lawsuits brought by third parties, each party to this Agreement shall be accountable for its own wrongful and negligent acts or omissions, and for those of its officers, agents or employees to the fullest extent required by law and shall indemnify, defend and hold the other party harmless from any such liability, allegations, complaints, or claims of wrongful and/or negligent acts or omissions by said party and/or its officers, agents, or employees to the fullest extent allowed by law. In the case of negligence of more than one party, any damages allowed shall be levied in portion to the percentage of negligence or fault attributable to each party and each party shall have the right to seek contribution from each of the other parties in proportion to the percentage of negligence attributable to each of the other parties. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

7. Choice of Law

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 party hereto that this Agreement shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

8. Entire Agreement

Both parties agree that this Agreement is a complete expression of its terms and conditions. Any other representations or understandings not incorporated in this Agreement are specifically excluded.

In Witness Whereof, the parties have executed this Agreement.

Thurston 911 Communications

City of Tumwater

Signature

Signature
Debbie Sullivan

Printed Name

Printed Name
Mayor

Title

Title

Date

Date

Attest:

Melody Valiant, City Clerk

Approved as to Form

Karen Kirkpatrick, City Attorney