



City of Lacey, Washington City Council Regular Meeting Agenda

Refer to the bottom of the agenda for meeting information.

Thursday, September 21, 2023

6:00 PM

Council Chambers and Online

1. Call to Order

2. Roll Call

3. Pledge of Allegiance

4. Approval of Agenda and Consent Agenda Items:

Items listed under the consent agenda are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

A. Council minutes of September 7, 2023

B. A motion to approve payment of claims, wages, and transfers for August 11, 2023, through September 8, 2023.

5. Public Recognitions and Presentations:

6. Public Comment:

Refer to the bottom of the agenda for instructions on how to provide public comment.

7. Public Hearing:

8. Proclamations:

A. **Emergency Preparedness Month**

Bracy DiLeonardo, Benefits Manager

9. Referral from Planning Commission:

10. Referral from Hearings Examiner:

11. Resolutions:

A. **Resolution 1137 - Land Acknowledgement Policy**

Shannon Kelley-Fong, Assistant City Manager

12. Ordinances:

13. Mayor's Report:

- A. **2023-2024 Lacey Youth Council Appointments**
Mayor Ryder

14. City Manager's Report:

- A. **Cooperation Agreement between the City of Lacey and Nisqually Indian Tribe**
Rick Walk, City Manager
- B. **Right of Way Initiative and Homeless Response Update**
Ryan Andrews, Planning Manager
- C. **Regional Athletic Complex Kiosk Interlocal Agreement**
Jen Burbidge, Parks, Culture, and Recreation Director
- D. **Police Station Property Purchase Sale Agreement with Saint Martin's Abbey***
John Swidecki, Capital Projects Engineer
*Additional Materials Included

15. Standing General Committees:

16. Other Business:

17. Boards, Commissions and Committee Reports:

- A. Mayor Andy Ryder:
1. Mayors' Forum
 2. Thurston Chamber Shared Legislative Committee
 3. Transportation Policy Board (TPB)
- B. Deputy Mayor Malcolm Miller:
1. Economic Development Council (EDC)
 2. Lodging Tax Advisory Committee (LTAC)
 3. Thurston County Coalition Against Trafficking (TCCAT)
 4. Thurston Thrives
- C. Councilmember Carolyn Cox:
1. Climate Action Steering Committee
 2. LOTT Clean Water Alliance
 3. Regional Housing Council
- D. Councilmember Lenny Greenstein:
1. Emergency Medical Services (EMS)
 2. TCOMM911
- E. Councilmember Michael Steadman:
1. Community Action Council



2. Nisqually River Council
 3. Thurston County Law & Justice Council
- F. Councilmember Ed Kunkel:
1. Joint Animal Services Commission (JASCOM)
 2. Lacey South Sound Chamber
 3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
 4. Solid Waste Advisory Committee (SWAC)
- G. Councilmember Robin Vazquez:
1. Intercity Transit Authority
 2. Olympic Region Clean Air Agency (ORCAA)
 3. Thurston Regional Planning Council (TRPC)
 4. Thurston County Board of Health

18. Adjourn

Attendance and Public Comment

Attend Remote or In-Person

The public may attend the meeting in-person, or you may view or listen to the meeting using one of the following platforms:

- In-Person Council Chambers at Lacey City Hall
420 College Street SE, Lacey, WA 98503
- Zoom: https://us02web.zoom.us/webinar/register/WN_bcLGCFVySOuYPW2hYyJHQQ
- Website: <https://cityoflacey.org/government/public-meetings/>
- Facebook: <https://www.facebook.com/cityoflacey>
- YouTube: https://www.youtube.com/watch?v=t0bQY3_QWQw
- Cable: Channel 3 with your local cable provider
- Phone: (888) 788-0099 or (877) 853-5247 (Webinar ID 871 1100 4387)

Verbal Public Comment

Those wishing to provide verbal public comment may do so in-person or by Zoom:

- In-Person: Use the sign-up sheet located in the Council Chambers.
- Zoom: Preregister using the following Zoom link no later than two hours prior to the meeting:
https://us02web.zoom.us/webinar/register/WN_bcLGCFVySOuYPW2hYyJHQQ



Instructions and access details will be provided once registration is complete.

Written Public Comment

Public comments may also be submitted by email to PublicComment@ci.lacey.wa.us.

The commenting period will close two hours before the meeting time.

Written comments will be provided to the City Council electronically prior to the meeting.

Comments will not be addressed during the Council meeting; however, comments received will be added to the official record.





City of Lacey, Washington
City Council Regular Meeting Minutes
Thursday, September 7, 2023 - Council Chambers and Online

1. Call to Order

Mayor Ryder called the meeting to order at 6:00 p.m.

2. Roll Call

Council Present:

Mayor Andy Ryder
Deputy Mayor Malcolm Miller
Councilmember Michael Steadman (remote)
Councilmember Carolyn Cox (remote)
Councilmember Ed Kunkel
Councilmember Robin Vazquez

Council Excused

Councilmember Lenny Greenstein

Staff Present:

Shannon Kelley-Fong, Assistant City Manager
Jen Burbidge, Parks, Culture, and Recreation Director
Dave Schneider, City Attorney
Troy Woo, Finance Director
Elissa Fontaine, City Clerk

3. Pledge of Allegiance

4. Approval of Agenda and Consent Agenda Items:

- A. Council Worksession minutes of August 10, 2023
- B. Council minutes of August 17, 2023

- C. A motion to approve payment of claims, wages, and transfers for August 1, 2023, through August 25, 2023.

Deputy Mayor Miller moved to approve the agenda and consent agenda. Councilmember Vazquez seconded. Motion carried.

5. Public Recognitions and Presentations:

6. Public Comment:

7. Public Hearing:

8. Proclamations:

A. National Voter Registration Day

Tillie Naputi-Pullar, Thurston County Elections Manager

Mayor Ryder and Council proclaimed September 19, 2023, as National Voter Registration Day. Tillie Naputi-Pullar, Thurston County Elections Manager, and Holly Paxon, Lacey Library Manager, accepted the proclamation.

9. Referral from Planning Commission:

10. Referral from Hearings Examiner:

11. Resolutions:

A. Resolution No. 1136 - Local Parks Maintenance Grant

Jen Burbidge, Parks, Culture and Recreation Director

Staff presented Resolution No. 1136, relating to a Local Parks Maintenance Grant.

Councilmember Vazquez moved to adopt Resolution 1136 authorizing the City of Lacey City Manager or delegate to apply for funding assistance managed by the Washington State Recreation and Conservation Office for Local Parks Maintenance. Councilmember Kunkel seconded. Motion carried.

12. Ordinances:



A. Ordinance 1643 - Final 2023 Budget Amendment

Troy Woo, Finance Director

Staff presented Ordinance 1643, relating to the final 2023 Budget Amendments and highlighted significant amendments.

Deputy Mayor Miller moved to adopt Ordinance 1643, relating to the final 2023 Budget Amendments. Councilmember Kunkel seconded. Motion carried.

13. Mayor's Report:

A. Historical Commission Reappointments: Kevin Wyckoff, Jim Keogh, and Kimberly Goetz

Mayor Ryder

Mayor Ryder moved to reappoint Kevin Wyckoff, Jim Keogh, and Kimberly Goetz to the Historical Commission. Councilmember Kunkel seconded. Motion carried.

14. City Manager's Report:

15. Standing General Committees:

A. Finance and Economic Development Committee Meeting - August 22, 2023

Mayor Ryder provided a report on the meeting.

16. Other Business:

17. Boards, Commissions and Committee Reports:

A. Mayor Andy Ryder:

1. Mayors' Forum
2. Thurston Chamber Shared Legislative Committee
3. Transportation Policy Board (TPB)

The Mayor did not provide any reports.



B. Deputy Mayor Malcolm Miller:

1. Economic Development Council (EDC)
2. Lodging Tax Advisory Committee (LTAC)
3. Thurston County Coalition Against Trafficking (TCCAT)
4. Thurston Thrives

Deputy Mayor Miller did not provide any reports.

C. Councilmember Carolyn Cox:

1. Climate Action Steering Committee
2. LOTT Clean Water Alliance
3. Regional Housing Council

Councilmember Cox provided reports on the Climate Action Steering Committee and the Regional Housing Council.

D. Councilmember Lenny Greenstein:

1. Emergency Medical Services (EMS)
2. TCOMM911

E. Councilmember Michael Steadman:

1. Community Action Council
2. Nisqually River Council
3. Thurston County Law & Justice Council

Councilmember Steadman did not provide any reports.



F. Councilmember Ed Kunkel:

1. Joint Animal Services Commission (JASCOM)
2. Lacey South Sound Chamber
3. Olympia-Lacey-Tumwater Visitor & Convention Bureau (VCB)
4. Solid Waste Advisory Committee (SWAC)

Councilmember Kunkel provided a report for the Solid Waste Advisory Committee (SWAC).

G. Councilmember Robin Vazquez:

1. Intercity Transit Authority
2. Olympic Region Clean Air Agency (ORCAA)
3. Thurston Regional Planning Council (TRPC)
4. Thurston County Board of Health

Councilmember Vazquez provided a report on Intercity Transit.

18. Adjourn

Mayor Ryder adjourned the meeting at 6:29 p.m.

MAYOR: _____

ATTESTED BY CITY CLERK: _____

DATE APPROVED: _____





LACEY CITY COUNCIL MEETING

September 21, 2023

SUBJECT: Disbursement Approval

RECOMMENDATION: By motion, approve payment of claims, wages, and transfers.

STAFF CONTACT: Troy Woo, Finance Director

ORIGINATED BY: Troy Woo, Finance Director *TW*
Alix Turcotte, Senior Accountant *AT*
Carrie Bode, Accounting Technician *CB*

BACKGROUND:

The action requested of the City Council is by motion to approve payment of claims, wages and transfers for 8/11/2023 through 9/8/2023. The disbursements consist of the following:

Checks:	<u>Week of</u>	<u>Beg. Check No.</u>	<u>End. Check No.</u>	<u>Amount</u>
	*8/31/2023	271466	271469	2,091.02
	9/1/2023	271470	271558	563,530.48
	9/1/2023	271559	271560	40,864.55
	9/8/2023	271561	271618	2,146,918.52

Electronic Transfers:	<u>Week of</u>	<u>Amount</u>
	8/11/2023	44,040.56
	8/30/2023	71,052.90
	8/30/2023	607.34
	*8/31/2023	18,315.62
	*8/31/2023	1,763,250.46
	9/1/2023	1,033,817.21
	9/5/2023	13,575.21
	9/8/2023	636,236.19

Payroll:	<u>Month Ended</u>	<u>Wages</u>
	*8/31/2023	2,045,165.20

* Disbursements for employee out-of-pocket deductions and employee benefits.

Significant Disbursements:

<u>Vendor</u>	<u>Amount</u>	<u>Description</u>
Axon Enterprises Inc	\$ 65,624.22	Vehicle Cameras
SCI Infrastructure LLC	\$ 795,957.36	Golf Club Rd Water&Sewer Improve.
Street Smarts	\$ 79,387.50	Software License
Washington Center	\$ 250,000.00	Event/Festival Funding
Baker Underground&Const.	\$ 170,864.96	Westminster Pond Rehabilitation
Baker Underground&Const.	\$ 50,051.73	Woodland Creek SW Facility
Homes First	\$ 101,000.00	Clean & Sober Living Project
Lott Wastewater Alliance	\$ 232,610.66	Lott Reserve Capacity August 2023
Lott Wastewater Alliance	\$ 236,361.22	June 2023 Adjustment
Lott Wastewater Alliance	\$ 1,189,341.75	August 2023 ERU's
Miles Resources LLC	\$ 102,041.77	2022 Overlay Utilities
N. Thurs. Public Schools	\$ 362,705.47	August 2023 School Impact Fees
Sunset Air Inc	\$ 51,517.55	Service Contracts
Olympia-CARPFD	\$ 71,052.90	CARPFD

CITY OF LACEY

Official Proclamation

WHEREAS, in the Pacific Northwest, we face the threat of earthquakes, volcanic eruptions, weather events, floods, and human tragedies with unpredictable consequences which can disrupt power, communications, and travel infrastructure; and

WHEREAS, first responders may not always be able to reach community members quickly in an emergency or disaster; and

WHEREAS, the Lacey community can take action to prepare, respond, and recover from any natural or human disaster – the more who are prepared, the safer we stay and the faster our community will recover; and

WHEREAS, we encourage community members to learn more about preparedness by attending local events and visiting the [Ready.Gov](https://www.ready.gov) website to make a family preparedness plan, create an emergency kit and evacuation plan, prepare for local hazards, and teach youth about emergency education; and

WHEREAS, we encourage the community to visit the Federal Emergency Management Agency's website, [fema.gov](https://www.fema.gov), to learn more about this year's theme "Helping Older Adults Prepare for Disaster"; and

WHEREAS, Lacey community members who are prepared to meet any emergency or disaster can be a positive influence on their neighbors by sharing their preparedness story and encouraging the participation of friends, family, and coworkers; and

NOW, THEREFORE, I, Andy Ryder, Mayor of the City of Lacey, on behalf of the Lacey City Council, do hereby recognize the month of September 2023, as

Emergency Preparedness Month

in Lacey and encourage all community members to prepare themselves, their families, and their neighbors for the consequences of an emergency.


Mayor Andy Ryder
September 21, 2023





CITY COUNCIL MEETING

September 21, 2023

SUBJECT: Land Acknowledgment Policy

RECOMMENDATION:

1. “Next Steps” section of this staff report provides four (4) options for the Lacey City Council to consider. Option 1 is recommended:

“Motion to approve Resolution 1137 adopting the Land Acknowledgment Policy in the City Council Policies and Procedures Manual”

2. If the City Council proceeds with Option 1, the “Additional Direction” section of this staff report provides further items the Lacey City Council could consider. Direction 1, Direction 2, Direction 3, and Direction 4 are recommended.

“Motion to add the abbreviated Land Acknowledgement to all City Council meeting agendas; add the Land Acknowledgement as an agenda item on Regular and Worksession meetings, and, at the discretion of the presiding officer, read it allowed; and include the full Land Acknowledgement in future plans adopted by the Lacey City Council.”

STAFF CONTACT: Rick Walk, City Manager *RW*
Shannon Kelley-Fong, Assistant City Manager *SKF*

ATTACHMENTS: 1. Resolution 1137

PRIOR REVIEW: [Lacey City Council Worksession](#) – July 27, 2023
[Community Relations and Public Affairs Committee](#) – July 3, 2023
[Commission on Equity Meeting](#) – June 26, 2023
[Commission on Equity Meeting](#) – November 28, 2022
[Commission on Equity Meeting](#) – November 22, 2021

FISCAL IMPACT: None

**WORK PLAN GOAL:
AND STRATEGY** An Engaged Community (L)

COMM. PLAN:

Goal 2 (C) – Create relationships and continue to build capacity with historically underrepresented communities to ensure barriers to participation are eliminated allowing individuals to participate in decisions that impact the community, as desired.

COE

RECOMMENDATION: Adopt the Land Acknowledgment Policy

BACKGROUND: The Lacey City Council reviewed the draft Land Acknowledgement Policy at the Worksession on July 27, 2023. The Community Relations Committee recommended the adoption of the draft Land Acknowledgement Policy at the July 3, 2023 meeting.

The City of Lacey (City) is located on the traditional territories of the Coast Salish people, specifically the people of the [Medicine Creek Treaty](#) (1854), including the Nisqually Indian Tribe and the Squaxin Island Tribe. The City works with the Nisqually Indian Tribe and Squaxin Island Tribe in government-to-government partnerships.

Mutual Accord. On March 4, 2014, the Lacey City Council and the Nisqually Tribal Council participated in a ceremonial event to sign an historic agreement, *The Nisqually Indian Tribe and City of Lacey Accord* (Accord). The Accord acknowledges the partnership and mutual interests shared between the City and the Nisqually Indian Tribe. It also provides a framework for future meetings and collaboration. As a symbol of the partnership, the Tribe presented the Lacey City Council with a carved totem pole, which is currently displayed in the lobby of Lacey City Hall. A rededication ceremony occurred on July 9, 2015.

Land Acknowledgements. Land Acknowledgements are formal statements that recognize, pay tribute to, express gratitude and respect for, affirms the ongoing relationship between indigenous people and the land, and helps raise awareness of the Indigenous histories, perspectives, and experiences —past, present, and future. Land Acknowledgments serve as one element of a broader effort to support Indigenous communities. These acknowledgements are statements recognizing the history and presence of Indigenous peoples and their enduring relationship to traditional homelands. Statements often call attention to treaty rights and historical injustices, while also honoring the modern culture and contributions of Indigenous people.

Land Acknowledgements are rooted in many Indigenous people's practices and cultural protocols. As described on the [Duwamish Tribe webpage](#):

“It is important to note that this kind of acknowledgement is not a new practice developed by colonial institutions. Land acknowledgement is a traditional custom dating back centuries for many Native communities and nations. For non-Indigenous communities, land acknowledgement is a powerful way of showing respect and honoring the Indigenous Peoples of the land on which we work and live. Acknowledgement is a simple way of resisting the erasure of Indigenous histories and working towards honoring and inviting the truth...”

Commonly, the purpose of Land Acknowledgements are to:

- Recognize and respect Indigenous communities;
- Provide support for Indigenous communities;
- Continue to build strong and authentic relationships with Indigenous communities;
- Bring awareness of histories that led to past and current development of an area, including history of dispossession, displacement, colonialization, cultural erasure, broken treaties, etc.;
- Recognize Indigenous history, culture, and positive impacts on the greater community; and
- Used as a step to inspire more action and better relationships.

Importantly, land acknowledgements are not to be performative acts and can cause concern when Indigenous Peoples are not included as stakeholders in the development process. As part of the development of this draft policy, the City reached out to the Nisqually Indian Tribe and Squaxin Island Tribe for input and feedback. In addition to providing the foundation of the Land Acknowledgement, the Nisqually Indian Tribe provided some additional recommendations in 2023 that were incorporated into the policy. Recommendations from the Nisqually Indian Tribe included:

- Adding language that this policy is subject to change; and
- Adding language on the Medicine Creek Treaty.

Next Steps. Upon review, the Lacey City Council could consider one of the following options:

Option 1: Motion to “approve Resolution 1137 adopting the Land Acknowledgment Policy in the City Council Policies and Procedures Manual.”

Option 2: Take no action; Do not adopt a Land Acknowledgement Policy.

Option 3: Provide direction to City staff on other elements to consider in regards to a Land Acknowledgement policy. After further diligence on these elements, City staff would then return to the Lacey City Council to review additional materials for consideration.

Option 4: Some other option not contemplated in the above options.

City staff recommends **Option 1**.

Additional Direction. Should the Lacey City Council proceed with **Option 1**, the Lacey City Council could consider providing the following directions:

- Direction 1:** Add the abbreviated Land Acknowledgement to all City Council meeting agendas (Committee, Worksessions, and Regular).
- Direction 2:** For Regular Meetings, create an agenda item for the abbreviated Land Acknowledgement and, as determined by the Mayor or presiding officer, read the abbreviated Land Acknowledgement. City staff recommends adding this item to the Agenda after the Pledge of Allegiance and before the Approval of the Agenda and Consent Agenda.
- Direction 3:** For Worksession Meetings, create an agenda item for the abbreviated Land Acknowledgement and, as determined by the Mayor or presiding officer, read the abbreviated Land Acknowledgement. City staff recommends adding this item to the Agenda after Roll Call and before the Approval of the Agenda.
- Direction 4:** Start including the Land Acknowledgement in future City plans adopted by the Lacey City Council (e.g., future policy documents like, the Comprehensive Plan, Transportation Plan, Diversity, Inclusion, Equity Strategic Plan, Work Plan, etc.).
- Direction 5:** Some other direction not contemplated in the above directions in alignment with the Land Acknowledgement policy.

City staff recommends Direction 1, Direction 2, Direction 3, and Direction 4. To move forward with this recommendation, City staff is requesting a motion:

“Motion to add the abbreviated Land Acknowledgement to all City Council meeting agendas; add the Land Acknowledgement as an agenda item on Regular and Worksession meetings, and, at the discretion of the presiding officer, read it allowed; and include the full Land Acknowledgement in future plans adopted by the Lacey City Council.”

RESOLUTION NO. 1137

CITY OF LACEY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LACEY RELATED TO THE LACEY CITY COUNCIL POLICIES AND PROCEDURES MANUAL.

WHEREAS, on June 9, 2011, the Lacey City Council adopted the Lacey City Council Policies and Procedures Manual to standardize the process for implementing current and new Council practices, procedures, and policies; and

WHEREAS, Land Acknowledgements are formal statements that recognize and respect Indigenous communities; provide support for Indigenous communities; continue to build strong and authentic relationships with Indigenous communities; bring awareness of histories that led to past and current development of areas, including: histories of dispossession, displacement, colonialization, cultural erasure, broken treaties, etc.; recognize Indigenous history, culture, and positive impacts on the greater community; and are used as a step to inspire more action and better relationships with Indigenous communities; and

WHEREAS, the City of Lacey is located on the traditional territories of the Coast Salish people, specifically the people of the Medicine Creek Treaty (1854), including the Nisqually Indian Tribe and the Squaxin Island Tribe; and

WHEREAS, the City of Lacey works with the Nisqually Indian Tribe and Squaxin Island Tribe in government-to-government partnerships; and

WHEREAS, on March 4, 2014, the Lacey City Council and the Nisqually Tribal Council participated in a ceremonial event to sign an historic agreement, The Nisqually Indian Tribe and City of Lacey Accord; and

WHEREAS, a Land Acknowledgement Policy meets goals identified in the Lacey Work Plan 2022 to 2024 and Communications Plan 2022 to 2027; and

WHEREAS, the Commission on Equity, an advisory board to the Lacey City Council, reviewed the Land Acknowledgement Policy on June 26, 2023 and recommended the policy's approval by the Lacey City Council; and

WHEREAS, on July 3, 2023, the Community Relations Committee reviewed the Land Acknowledgement Policy and approved moving the policy to the full Lacey City Council for approval; and

WHEREAS, the Lacey City Council reviewed the Land Acknowledgement Policy at their July 27, 2023 worksession; and

WHEREAS, staff proposed to incorporate the Land Acknowledgement Policy in a new section of the Lacey City Council Policies and Procedures Manual, Section 10.08, Land Acknowledgement Policy.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, that the Lacey City Council Policies and Procedures Manual shall be updated to include the addition of Section 10.08, Land Acknowledgement Policy, as set forth in **Exhibit A**.

PASSED BY THE CITY COUNCIL OF THE CITY OF LACEY, WASHINGTON, this 21st day of September, 2023.

LACEY CITY COUNCIL

By _____

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

Exhibit A

10.08 Land Acknowledgement

The purpose of this policy is to establish a City of Lacey Land Acknowledgment and provide guidance for City of Lacey employees, volunteers, appointed officials, and elected officials on its use. This policy is subject to change.

Land Acknowledgements

Land Acknowledgements are rooted in many Indigenous people's practices and cultural protocols in order to recognize other Indigenous peoples whose land one is a guest on.

"It is important to note that this kind of acknowledgement is not a new practice developed by colonial institutions. Land acknowledgement is a traditional custom dating back centuries for many Native communities and nations. For non-Indigenous communities, land acknowledgement is a powerful way of showing respect and honoring the Indigenous Peoples of the land on which we work and live. Acknowledgement is a simple way of resisting the erasure of Indigenous histories and working towards honoring and inviting the truth..."

[Duwamish Tribe](#)

[webpage](#)

A land acknowledgement is a formal statement that recognizes, pays tribute to, expresses gratitude and respect for, affirms the ongoing relationship between indigenous people and the land, and helps raise awareness of the Indigenous histories, perspectives, and experiences — past, present, and future. In addition, Land Acknowledgements:

- Express support for Indigenous communities.
- Raise awareness of histories that led to past and current development of area, including history of dispossession, displacement, colonialization, cultural erasure, broken treaties, etc.
- Recognize the positive impacts of indigenous history and culture on the greater community.
- Are a first step to inspire more action and better relationships indigenous people.
- Are not intended to be a performative act.
- Are ceremonial in nature and do not carry any legal authority.

The City's Land Acknowledgement was reviewed by members of the Nisqually Indian Tribe. In adopting a local land acknowledgement, the City is not taking a position on the status of federal recognition for any tribe. The City recognizes that land acknowledgements are powerful statements and that these statements are most

meaningful when paired with authentic and sustained relationships with Indigenous communities.

City of Lacey Land Acknowledgement

We acknowledge the ancestral land we are on today as the traditional territory of the Tribal People of the Treaty of Medicine Creek, signed in 1854, including the Nisqually Indian Tribe and Squaxin Island Tribe.

We acknowledge, remember, and must not forget those Tribal People that are named but not recognized today, and who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here.

We acknowledge, Indigenous People who called the land home before the arrival of settlers and have been here Since Time Immemorial.

We recognize the relationship that exists between Indigenous People and their traditional territories, which include the religious significance, self-determination, identity, and economic factors. The relationship helps all people heal from the past and learn how not to inflict new wounds today.

We recognize and respect Indigenous People as traditional stewards of this land, and acknowledge the Tribal Governments and their role today in taking care of these lands.

We recognize that this land acknowledgement, and the Nisqually-Lacey Accord of 2011, are small steps toward true allyship. We commit to partnering with the Tribal People of the Treaty of Medicine Creek to continue to uplift the voices, experience, and histories of indigenous people of this land and beyond.

We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today.

We recommend that community members read the [Medicine Creek Treaty of 1854](#).

City of Lacey Abbreviated Land Acknowledgement

We [or insert object, e.g., “This Marker is”] are on the ancestral land of the Tribal People of the Treaty of Medicine Creek, including the Nisqually Indian Tribe and Squaxin Island Tribe. We acknowledge, and remember those Tribal People not recognized today who were absorbed or relocated into other tribes for survival. We recognize the ancestors and their descendants who are still here. We recognize and respect the Tribal People of the Treaty of Medicine Creek as the traditional stewards of this land since time immemorial and their role today in taking care of these lands in perpetuity. We recognize and have the responsibility to call attention to the histories of dispossession, forced removal, and abridged treaty rights that allowed our nation, state, and city to develop as it has today.

We recommend that community members read the Medicine Creek Treaty of 1854.

Land Acknowledgement Use

The above Land Acknowledgements may be used:

1. To open City meetings, events, or programming;
2. As part of City plans, reports and other adopted documents; and
3. On City signage, markers, maps, and other materials.

Guidelines for use of the Land Acknowledgment is provided below. Please contact the City Manager's Office if you are planning to use the Land Acknowledgement for uses #2 and #3.

1. City Meetings, Events or Programming

For City Council meetings, the full or abbreviated Land Acknowledgement should:

1. Be printed on every regular and special Council meeting agenda, and
2. Read out loud at Council meetings where appropriate, as determined by the Mayor or presiding officer.

Additionally, the Land Acknowledgement may be used at the beginning of meetings or other events hosted by the City. Such meetings could include, but are not limited to:

3. City staff meetings;
4. City Advisory Board or Commission meetings;
5. Community meetings hosted by the City, such as town halls, open houses, focus groups, or similar;
6. Ceremonial events, such as ribbon-cuttings; and
7. City events, such as large-scale Parks, Culture, and Recreation events.

It is not recommended to assert or suggest using the Land Acknowledgement for meetings or events hosted by other organizations.

Recommendations for Use at City Meetings or Events:

1. The full or abbreviated Land Acknowledgement should be read at the beginning of meetings or events.
2. Keep the introduction of the Land Acknowledgement simple and direct:
"To start this meeting/event, I would like to read the City's adopted Land Acknowledgment statement..."
3. Best practice guidance from Indigenous People is that you speak from your heart when reading the Land Acknowledgement, do not make the reading performative.
4. Do not include other announcements about social, political, or City initiatives alongside the Land Acknowledgement. The Land Acknowledgement should be and feel separate from any other announcements.

If anyone at a City meeting or event has a question or concern about the use of the Land Acknowledgement, they can refer to the City's website www.CityofLacey.org/LandAcknowledgement and/or the City's Manager Office.

2. City Plans, Reports and Other Adopted Documents

The full text of the Land Acknowledgement can be added to the beginning of City Plans, Reports and Other Adopted Documents. In this context, "Adopted Documents" is defined as policy documents that are adopted by the City Council.

For such documents, the full text of the Land Acknowledgement should be used with the footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

As some documents have pages that are intentionally left blank, the Land Acknowledgement should appear on the first page that has text after the cover page. The Land Acknowledgement should appear before all other text elements. No visual or graphics should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author's discretion.

3. Signage, Markers, Maps, and Other Materials.

The full or abbreviated Land Acknowledgement can be added to printed City signage, markers, maps, and other materials.

For such a use, when possible, the full Land Acknowledgement should be used, with the following footer:

"Visit www.CityofLacey.org/LandAcknowledgement for more information."

With projects with space limitations that prevent the use of the full Land Acknowledgement, the abbreviated Land Acknowledgement should be used, with the following footer:

“Visit www.CityofLacey.org/Land Acknowledgement for more information.”

No visual or graphic should accompany or be integrated into the Land Acknowledgement text. The Land Acknowledgement should be set in the same font as other text in the document. Italics may be used at the author’s discretion.

Land Acknowledgement on City Webpages

A link to the Land Acknowledgement webpage should be made available on the top banner of the City website and other City operated websites. Given the presence of this link, there is no need to include the Land Acknowledgement on specific projects, programs, or other webpages. A link to the [Medicine Creek Treaty of 1854](#) will be provided on the Land Acknowledgement page.



LACEY CITY COUNCIL MEETING September 21, 2023

SUBJECT: Cooperation Agreement between the City of Lacey and the Nisqually Indian Tribe

RECOMMENDATION: Motion: Authorize the City Manager to sign the Cooperation Agreement between the City of Lacey and the Nisqually Indian Tribe

STAFF CONTACT: Rick Walk, City Manager *RW*
David Schneider, City Attorney *DS*

ORIGINATED BY: City Manager's Office

ATTACHMENTS: 1. Draft Cooperation Agreement between the City of Lacey and Nisqually Indian Tribe.

FISCAL NOTE: None

WORK PLAN GOAL AND STRATEGY: Ongoing Services

PRIOR REVIEW: Joint Meeting with Nisqually Indian Tribal Council 8-31-2023

BACKGROUND: The Lacey City Council held a joint meeting with the Nisqually Indian Tribal Council on August 31, 2023. At the joint meeting, the Tribe presented plans to develop 250 acres of land owned by the Tribe. The property is located north of Interstate 5, adjacent to the Exit 111 interchange (Marvin Road NE), south of Britton Parkway and adjacent to Cabela's.

The Tribe intends to develop the property with two distinct projects:

1. **Quiemuth Village (Kway-mooth) Village** – a 174-acre, mixed-use development that could include retail, housing, recreational, open-space and cultural components.
2. **Quiemuth Resort** – a 74-acre, casino-resort property.

The development plans are the culmination of a planning process conducted by the Nisqually Indian Tribe that included working with land use and environmental planners, traffic and civil engineers, geotechnical consultants and architects. Based on this work, the Tribe recently submitted two applications to the Bureau of Indian Affairs to transfer the Quiemuth Village

and Quiemuth Resort properties into trust by the United States for the benefit of the Nisqually Indian Tribe.

Once the application to transfer the property into trust status process is complete, the Tribe will be able to move forward with their plans for development and long-term operations of both the Quiemuth Village and Quiemuth Resort projects.

The City of Lacey and the Nisqually Indian Tribe have long enjoyed a cooperative and mutually respectful government-to-government relationship. Since the property is located within the City of Lacey, it is important for the City and Tribe to build on their relationship and consider entering a cooperative agreement which would address the development of the Tribal properties and mitigation of potential impacts to the City caused by the development. A draft of such a cooperation agreement between the City and the Tribe (attachment 1) is attached for review by the City Council.

In summary, the proposed agreement establishes that the Tribe and the City will engage in continued consultation, cooperation, and negotiate necessary future agreements in good faith. The proposed future agreements contemplated by the agreement would address the following:

1. The provision of emergency services to the development, including mutual aid response by emergency service providers.
2. The coordination and payment of actual costs related to law enforcement, prosecution, public defense, court administration, jail services, and similar services.
3. Identify that fire and medical response services will be provided by Lacey Fire District #3 under separate agreement with the Fire District. Also contemplates an agreement with the city for fire code inspection services if requested by the Tribe.
4. The coordination, design and maintenance of water supply, sewer collection and wastewater services if requested. The agreement also establishes that all roadways within the project will be owned and maintained by the Tribe.
5. The potential for impacts to the city related to traffic, community services, utilities and land use compatibility, caused by the development.
6. The Nisqually Tribe intends to administer all permitting on the properties which will be subject to the Tribe's building codes and other tribal laws. The Tribe and City also agree to meet and address concerns regarding the compatibility of land use, signage and view corridors within and outside the perimeter of the properties, including the frontage along Interstate-5
7. The development of a mutually agreeable memorandum of agreement to establish a framework for communication, coordination, cooperation and participation in the

development and/or amendment of City Comprehensive Plans, Master Plans, development regulations and development projects with Tribal properties.

The agreement also states the properties will be designated as “Compact Covered Areas” under the Tax Sharing Compact agreed to by the Nisqually Indian Tribe and the State of Washington in 2021. Under the Compact, the State of Washington would share State retail taxes and certain State business & occupation taxes resulting from all non-tribal member to non-tribal member retail establishment transactions.

RECOMMENDATION: The attached draft cooperation agreement is structured to facilitate the continued collaboration and negotiation of future agreements to address actual costs and impacts incurred by the City resulting from the provision of services to the Quiemuth Village and Quiemuth Resort projects. Upon review, the Lacey City Council could consider one of the following options; Option 1 is recommended by staff:

- Option 1: Authorize the City Manager to sign the Cooperation Agreement between the City of Lacey and Nisqually Indian Tribe
- Option 2: Refer the agreement to a worksession for further discussion by the Council
- Option 3: Do not authorize the City Manager to sign the Cooperation Agreement between the City of Lacey and Nisqually Indian Tribe

COOPERATION AGREEMENT BETWEEN THE CITY OF LACEY AND THE NISQUALLY INDIAN TRIBE

This Cooperation Agreement (“Cooperation Agreement” or “Agreement”) is by and between the Nisqually Indian Tribe (“Tribe”) and the City of Lacey, Washington (“City”). Collectively, the Tribe and the City are hereinafter referred to as “the Parties.”

Recitals

WHEREAS, the Tribe owns approximately 250 acres of land (“Tribal Properties”) located in the City of Lacey, the Tribal Properties being generally bound by Interstate 5 to the south, Marvin Road to the east, Britton Parkway to the north and a line located between Gateway Blvd. and Carpenter Road to the west. The Tribal Properties are shown on “Exhibit A,” attached hereto and incorporated herein by reference; and

WHEREAS, the Tribe intends to submit two (2) applications to the United States Department of the Interior requesting that the United States take title to the Tribal Properties (“Fee-To-Trust Applications”) so that it will be held in trust for the benefit of the Tribe; and

WHEREAS, the Parties agree that the development of the Tribal Properties will result in positive economic benefits for both the Tribe and its members, the City and the citizens of the region; and

WHEREAS, the Parties agree that the provision of emergency services and public utilities to the Tribal Properties benefits the Tribe, the City of Lacey and the citizens of the region by protecting the health and safety of persons on or near the Tribal Properties; and

WHEREAS, the Tribe and the City hereby intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to the Tribe’s development of the Tribal Properties and mitigation of potential impacts that are caused by future development of the Tribal Properties.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Consultation Regarding Tribal Properties

In anticipation of the Federal Government taking title to the Tribal Properties in trust for the Tribe, the Tribe and the City shall engage in continuing consultation and cooperation regarding the following matters:

- a) the provision of emergency services, including police, fire and medical, to the Tribal Properties;
- i.) The Tribe intends to hire new Nisqually Tribal Police officers to provide law enforcement services to the Tribal Properties.

- ii.) The Tribe and the City shall exercise good faith to negotiate an interlocal agreement for the coordination of law enforcement, prosecution, public defender services, jail services and court administration, which agreement will identify the scenarios when cases would be referred to the City and address the payment of all actual costs, to include costs for investigation, prosecution, public defender services, jail services, and court administration.
 - iii.) The Tribe and the City shall exercise good faith to negotiate a mutual aid agreement for law enforcement, pursuant to which either may request the law enforcement assistance of the other in extreme emergency situations. The mutual aid agreement will also specify the need for consistent training, administration and enforcement policies as applicable between both law enforcement agencies.
 - iv.) Lacey Fire District #3 currently provides fire protection services and emergency medical services to Tribal lands other than the Tribal Properties pursuant to a Memorandum of Agreement dated January 19, 2017, as modified by a First Amendment dated July 23, 2019 (“MOA”). It is anticipated that fire protection and emergency medical services for the Tribal Properties will be provided by the Lacey Fire District pursuant to the MOA.
 - v.) The Tribe understands and agrees that the City does not provide fire protection or emergency medical services and, consequently, will not be party to any agreement regarding same.
 - vi.) If requested by the Tribe, the City will negotiate an agreement in good faith for the provision of fire inspection services within the Tribal Properties.
- b) the establishment of connections to City utilities and infrastructure, including water supply, wastewater treatment, sewer collection, and roadways, to serve development within the Tribal Properties;
- i.) If the Tribe chooses to extend City utilities within the Tribal Properties, the Tribe will design utilities to meet the requirements of City Development Guidelines and Public Works Standards. The City will review and approve the design of City utilities and inspect and approve the installation of City utilities. The Tribe and the City will coordinate on land use and grading plans, to the extent necessary for the Tribe to extend City utilities to and within the Tribal Properties as requested by the Tribe. The Tribe will consent to the grant of easements to the City for the access and maintenance of any City utility mains extended into and throughout the Tribal Properties in accordance with applicable federal law. To the extent that the Tribe utilizes City water and sewer collection and LOTT wastewater treatment, City connection fees and rates and LOTT connection fees and rates for such services shall be commensurate with those charged to other City customers. The Tribe will

meet all treatment and discharge requirements for wastewater that is conveyed from the Tribal Properties to LOTT Clean Water Alliance.

- ii.) Ownership of all roadways within the Tribal Properties (with the exception of roadways heretofore publicly-dedicated to the City) shall be and remain with the Tribe. The Tribe shall bear all costs associated with the design, construction and maintenance of said roadways. The Tribe and the City will coordinate on traffic control and regulatory sign design for consistency between Tribal and City streets.
- c) the potential for City impacts, including impacts on City traffic, community services, utilities and land use compatibility, caused by development of the Tribal Properties; and
- d) any other governmental issue pertaining to either (i) development of the Tribal Properties or (ii) mitigation of impacts caused by development of the Tribal Properties.
 - i.) The Tribal Properties will be subject to the Tribe's Building Codes and other Tribal laws. The Tribe intends to administer all permitting on the Tribal Properties.
 - ii.) The Tribe and the City shall meet and confer from time-to-time to address any City concerns regarding the compatibility of land use, signage and view corridors within and outside the perimeter of the Tribal Properties, including the frontage along Interstate 5.
 - iii.) In the spirit of the Nisqually-Lacey Accord, past practices and the Growth Management Act, the Tribe and the City shall exercise good faith to negotiate a mutually agreeable memorandum of agreement establishing a framework for communication, coordination, cooperation and participation in the development and/or amendment of City Comprehensive Plans, Master Plans, development regulations and permitting processes for projects within the City and Tribal Master Plans and development projects within the Tribal Properties. The framework should address opportunities for the Tribe and the City to respectively provide meaningful comment and collaboration that would be taken under respective consideration prior to final decisions being made.

2. Tax Sharing Compact

On or about June 30, 2021, the Tribe and the State of Washington executed a Tax Sharing Compact ("Compact"). The Compact allows the Tribe to designate the Tribal Properties as a "Compact Covered Area." Designation by the Tribe of the Tribal Properties as a Compact Covered Area would result in State/Tribe sharing of State retail sales and use tax and certain State business & occupation tax amounts derived from non-Tribal member to non-Tribal member

retail taxable transactions upon the Tribal Properties. Also, upon such designation by the Tribe, and consistent with the terms of the Compact, the City would receive local sales and use taxes authorized under chapter 82.14 RCW and RCW 81.104.170 to the extent such taxes are imposed on “qualified transactions” (as defined in Article IV, Section 17 of the Compact) sourced to a location within a Compact Covered Area. The Tribe hereby agrees to designate all lands within the Tribal Properties on which State retail taxable transactions occur as a Compact Covered Area under the terms of the Compact. Such designation shall occur prior to the initiation of such transactions upon the subject portion(s) of the Tribal Properties.

3. Reimbursement of City Actual Costs and Impacts

The Tribe agrees to reimburse the City for any and all of the actual costs and impacts incurred by the City resulting from the provision of services to the Tribal Properties pursuant to the terms of an agreement to be negotiated in good faith by the Tribe and the City. Said agreement, as well as the additional agreements referred to in this Cooperation Agreement, shall be negotiated prior to the time that the Tribal Properties are made available by the Tribe for use and/or occupancy by the general public.

4. City Non-Opposition

In consideration of the covenants of the Tribe within this Cooperation Agreement, the City agrees to not oppose any efforts by the Tribe to cause the Secretary to accept trust title to the Tribal Properties for the benefit of the Tribe.

5. Non-Applicability of SEPA

The approval of this Agreement is not subject to the Washington State Environmental Policy Act (“SEPA”) as it does not constitute a project under SEPA.

6. Severability

If any provision of this Cooperation Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Cooperation Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall remain in full force and effect.

7. Scope

This Cooperation Agreement is intended to apply and shall be construed to apply solely to the Tribal Properties, and shall not be construed to apply to any other property owned by the Tribe.

8. Dispute Resolution Provisions

In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section.

- a) Meeting: The Parties shall make their best efforts to resolve claims of breach of this Cooperation Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this Cooperation Agreement as follows:

- (i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Cooperation Agreement.
- (ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to an extension of time.

b) Other Dispute Resolution

- (i) This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, arbitration, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

9. Amendment

This Cooperation Agreement may only be amended by a writing signed by both Parties hereto.

10. Entire Agreement

This Agreement embodies the entire understanding and agreement between the Parties concerning the Tribal Properties and/or the matters addressed herein and supersedes any and all prior negotiations, understandings or agreements in regard thereto.

11. Termination of this Agreement

If the Tribe withdraws its two (2) Fee-To-Trust Applications for the Tribal Properties and so notifies the City of such withdrawal, then either the Tribe or City may terminate this Agreement upon the giving of ten (10) days advance written notice to the other.

12. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall constitute an original.

IN WITNESS WHEREOF, the Parties hereto, by and through their duly authorized officials, have executed this Cooperation Agreement on the date(s) below written.

CITY OF LACEY

By: _____

Its: _____

Date: _____

NISQUALLY INDIAN TRIBE

By: _____

Its: _____

Date: _____



LACEY CITY COUNCIL MEETING

September 21, 2023

SUBJECT: Interlocal Agreement for Regional Athletic Complex (RAC) Kiosk

RECOMMENDATION: Approve the recommended Interlocal Agreement between City of Lacey and Thurston County for a new kiosk at the RAC.

STAFF CONTACT: Rick Walk, City Manager *RW*
Jen Burbidge, Parks, Culture & Recreation Director *JB*

ORIGINATED BY: Parks, Culture & Recreation Department

ATTACHMENTS: 1. Interlocal Agreement

FISCAL NOTE: The Thurston County Historical Commission will fund the design, construction, and installation of the kiosk, and future panel replacements.

PRIOR REVIEW: Historical Commission discussed during 2021 and 2022 and approved the Interlocal Agreement on June 21, 2023. This project is on their 2023 Work Plan which was approved by City Council on February 23, 2023. The Parks, Culture & Recreation Board approved the Interlocal Agreement on June 7, 2023.

BACKGROUND:

The City of Lacey Historical Commission has been working on a joint project with the Thurston County Historical Commission for an informational kiosk at the RAC. The goal is to place historic information in a high traffic location for the community to enjoy and learn about the history of the area. The RAC attracts over one million visitors annually, and will be able to provide an educational opportunity to local, regional and international patrons.

The kiosk is anticipated to have six display panels, each of them providing historical information on a local topic and/or location. At this point, some of the options include:

1. Evergreen Ballroom

2. Nisqually Tribe / Medicine Creek Treaty
3. Billy Frank Jr. Nisqually National Wildlife Refuge
4. Ostrom Mushroom Farm
5. RAC & Bucknell Fields
6. Lacey Historical Commission / Thurston County Historical Commission
7. Lacey Racetrack
8. Lacey Museum

Commission members are in the midst of collecting photos and document copies that might be used for the display panels; the availability of these items may determine which topics are first presented on the panels. The display panels can be changed periodically.

The Interlocal Agreement was approved and recommended by the City's Historical Commission and Parks, Culture & Recreation Board. Approval from Lacey City Council is needed to proceed with the project. The Interlocal Agreement was approved by the Board of County Commissioners at their September 12, 2023 meeting.

ADVANTAGES

1. Regional collaboration toward the same mission of promoting and educating the public regarding local history.
2. Exposure of RAC visitors to local history and cultural heritage.

DISADVANTAGES

None

RAC KIOSK LOCATION



Memorandum of Understanding between the City of Lacey and Thurston County

This Memorandum of Understanding is made and entered into as of the date of the last signature hereon by and between the City of Lacey, a municipal corporation (hereinafter referred to as “CITY”), and Thurston County Historical Commission, an advisory committee of Thurston County (hereinafter referred to as “COUNTY”), together hereinafter referred to as the (“Parties”), WITNESSETH:

WHEREAS, the Thurston County Historical Commission was formed in 1984 and they are responsible for promoting and conducting public information, education and interpretive programs pertaining to county history and county cultural resources; and

WHEREAS, the Thurston County Historical Commission would like to provide an educational kiosk at the Regional Athletic Complex; and

WHEREAS, the City of Lacey Historical Commission was formed in 1979. One of the responsibilities of the commission is to participate in, promote and conduct public information, educational and interpretive programs pertaining to historic resources and to cooperate with other local government entities and native American groups and/or sovereign nations which will further historical preservation objectives including public education within the Lacey area; and

WHEREAS, the City of Lacey Museum’s mission is: the Museum enriches our community and engages visitors by sharing vibrant stories of the past through the preservation and celebration of Lacey and the South Sound region’s cultural heritage.

WHEREAS, the City’s Regional Athletic Complex hosts visitors from all over Thurston County, Washington state, other states and even other countries. The kiosk will provide information to the public about the history of the Lacey Museum in addition to the rich history of Lacey and Thurston County; and

WHEREAS, the kiosk project is on the City of Lacey Historical Commission’s 2022 workplan which was approved by Lacey City Council; and

WHEREAS, the two commissions would like to work together to provide educational and cultural opportunities in Lacey and to create an educational opportunity for park visitors and sports user groups.

NOW, THEREFORE, the CITY and the COUNTY, in consideration of the mutual terms, conditions, covenants, and provisions contained herein, and the mutual benefits received hereunder, agree as follows:

1. The above recitals are incorporated by reference as though set out in full herein.
2. The COUNTY will:
 - a. Construct and install the kiosk pursuant to the approved plans and specifications attached hereto as Exhibit A, incorporated herein as though set out in full,
 - b. Repair or replace materials that have been stolen, physically damaged or have deteriorated significantly.
 - c. Provide funds for removal of the kiosk in the event it is irreparably damaged, defaced, or in the event of voluntary termination of this Agreement.
 - d. Manage and provide for ongoing creation and installation of panels.

The CITY will:

- a. Allow the kiosk to be installed at the approved location on City property as shown on Exhibit B.
- b. Review and approve initial and ongoing content and design of panels before installation on the kiosk.
- c. Move irrigation lines located in the area, or any necessary work, in preparation of construction and installation of the kiosk.
- d. Continue to provide weed control and remove litter and personal items left at the kiosk area, on an ongoing basis.

4. This MOU shall remain in effect in perpetuity unless amended by mutual consent of the signing representatives from the CITY and the COUNTY or terminated. Either Party may terminate this Agreement, with or without cause, after providing the other Party with at least 60 days' prior notice.

5. The parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding this _____ day of _____, 2023.

CITY OF LACEY

THURSTON COUNTY

By: _____
Rick Walk, City Manager

By: _____
Ramiro Chavez, County Administrator

Date: _____

Date: _____

Approved as to form:

David Schneider, City Attorney

EXHIBIT B





LACEY CITY COUNCIL MEETING

September 21, 2023

SUBJECT: Property Acquisition for Future Lacey Police Station

RECOMMENDATION: Motion to approve the acquisition of property from St. Martin's Abbey and authorize the City Manager to sign all documents necessary to finalize the acquisition.

STAFF CONTACT: Rick Walk, City Manager *RW*
Troy Woo, Director of Finance *TW*
Robert Almada, Chief of Police
Ashley Smith, P.E., Design & Construction Manager *AS*
John Swidecki, P.E., Capital Projects Engineer *JS*
David Schneider, City Attorney *DS*

ORIGINATED BY: Public Works

ATTACHMENTS: 1. Real Estate Purchase & Sale Agreement and supporting Exhibits
2. 2022 Memorandum of Understanding

FISCAL NOTE: This project was anticipated and included in the 2023 approved budget. Funding is provided through source fund 301-0101-514.60-05, LPDPAQ. The total purchase price is \$3,004,551.00.

WORK PLAN GOAL AND STRATEGY: A Safe and Secure Community

PRIOR REVIEW: This project has been reviewed by Council on several occasions; most recently, at the April 27th, 2023 City Council Worksession and is a Council priority project.

BACKGROUND:

In April 2022, the City entered into a Memorandum of Understanding (MOU) with St. Martin's Abbey to purchase up to 11 acres of property to support the future Police Station. The MOU outlined the parties' agreement as to the potential purchase. Specific points contained in the agreement include the following:

1. The sale was for the agreed appraisal price of \$4,040,000 subject to a proportional decrease in area actually purchased following a boundary line adjustment (BLA).
2. The sale was contingent on the city's completion of design of the Police Station and determination of the property's feasibility for such use.
3. The sale requires the city's continuous use of the property for police and emergency management purposes, provided the property may not be used as a jail.
4. Specific site development standards are to be followed.
5. The city will reserve an easement to the Abbey to locate a sign along the northernmost boundary near I-5.
6. The Abbey will grant the city an easement for ingress/egress over Abbey way to access the site.

The City has since completed the design of the new facility and site. A Boundary Line Adjustment (BLA) has been finalized to separate the subject parcel from the remaining Abbey property. The City and Abbey have agreed on the proposed price of \$3,004,551 and final legal description for the subject 8.89 acres with associated easements. The terms of the purchase are contained in the attached Purchase & Sale Agreement, which incorporates the 2022 MOU by reference.

The Purchase & Sale Agreement is contingent upon the City Council's approval. It is recommended that the City Council approve the acquisition of property from Saint Martin's Abby and authorize the City Manager to execute all necessary documents to finalize the acquisition.

**REAL ESTATE PURCHASE
and
SALE AGREEMENT**

The City of Lacey, a municipal corporation of the State of Washington, hereinafter called Purchaser agrees to purchase, and St. Martin's Abbey, a Washington nonprofit corporation, hereinafter called Seller, agrees to sell, on the following terms, that certain real Property, legally described on Exhibit "A" attached hereto.

1. **Earnest Money Deposit.** Purchaser shall execute and deliver to Thurston County Title Company, Escrow Division, its Earnest Money Promissory Note in the sum of Five Thousand Dollars and No/100 (\$5,000.00) within five (5) business days of the mutual execution of this Agreement. Except in the event of a Seller default, said Promissory Note shall become due upon waiver or satisfaction of the Inspection Contingency described in Section 4 below, and applicable to the Purchase Price at Closing.

2. **Purchase Price and Payment.** The total Purchase Price is Three Million, Four thousand, Five Hundred Fifty-One and 00/100 Dollars (\$3,004,551.00) payable in cash upon closing. The Earnest Money deposited pursuant to Section 1 hereof shall be applied in partial payment of said purchase price.

3. **Closing of Sale and Payment of Purchase Price.** This Agreement shall be closed at the offices of Thurston County Title Company ("Closing Agent") on a date mutually agreed upon by the parties within thirty (30) days after the latter of (a) Purchaser's waiver or satisfaction of the Contingencies described in Section 4 or (b) delivery of a title insurance policy, or report preliminary thereto, showing title insurance as described in Section 8 below, but in any event not later than September 30, 2023, which shall be the Outside Closing Date. If this transaction fails to close by the Outside Closing Date, this Agreement shall automatically terminate. The Purchaser(s) and Seller(s) shall, on demand, deposit in escrow with the Closing Agent, all instruments and monies necessary to complete the purchase in accordance with this Agreement. Closing costs shall be paid as follows:

(a) **Seller(s) shall pay:** The premium for the owner's standard coverage policy of title insurance in the face amount of the Purchase Price; real estate excise taxes and deed revenue stamps imposed on the conveyance; and one-half of all escrow fees.

(b) **Purchaser(s) shall pay:** The costs of recording the Deed, the Boundary Line Adjustment, and the Easement Agreement; one-half of the escrow fees; and, at Purchaser(s)' option to acquire an owner's extended coverage policy of title insurance, the premium therefor and any endorsements to the title policy.

4. **Contingencies.** The Purchaser's obligations hereunder are specifically contingent upon the satisfaction or waiver of the following contingencies:

(a) Approval by the City Council of the City of Lacey.

(b) A feasibility study by the Purchaser, which study shall be completed no later than thirty (30) days after the date of acceptance of this agreement by both parties. Prior to the expiration of such thirty (30) days, the Purchaser shall inform the Seller in writing as to whether or not such feasibility study proves the property to be satisfactory for the purchase set forth herein. In order to allow such study to proceed, the Seller shall allow the Purchaser, its architects, engineers, surveyors, attorneys and accountants to examine, inspect and photograph said property.

If, within thirty (30) days, either the City Council does not approve the purchase *or* the Purchaser determines that it is not feasible to purchase said property, the earnest money called for herein shall be returned to the Purchaser. If the Purchaser, within said thirty (30) day period, provides notice that The City Council has approved the purchase and the property is feasible for purchase pursuant to the terms hereof, the earnest money shall be applied to the purchase price upon closing.

5. **Prorations.** Real property taxes for the current year shall be prorated at Closing.

6. **Possession.** Purchaser(s) shall be entitled to possession upon closing.

7. **Condition of Property.** Purchaser(s) accepts the Property "AS-IS", in its present condition, and acknowledges that, except as specifically set forth in this Agreement, Seller(s) have made no representation or warranty regarding the same.

8. **Condition of Title and Title Insurance.** Seller's obligation to convey the Property is conditioned on the recording at closing of a boundary line adjustment that creates the Property as a separate legal parcel ("Boundary Line Adjustment"). The Boundary Line Adjustment shall be prepared by Purchaser, at Purchaser's cost. At Closing, following recording of the Boundary Line Adjustment, Seller shall convey the Property to Purchaser by warranty deed in a form consistent with the MOU (as defined herein) and mutually agreeable to the parties ("Deed"). The Seller(s) shall provide marketable title free and clear of all encumbrances or defects except for (a) taxes not yet due and payable, (b) encroachments or matters of location, boundary and area that an accurate survey may disclose, (c) the conditions, restrictions, reserved easements, right to repurchase and other provisions set forth in the Deed, and (d) those encumbrances or defects specifically approved by Purchaser. Existing easements which do not materially affect the value of or unduly interfere with Purchaser(s)' reasonable use of the Property and rights reserved in Federal patents or state deeds, building or use restrictions general to the area, and building and zoning regulations or provisions shall not be deemed encumbrances thereon. Monetary encumbrances not assumed by Purchaser(s) shall be paid by the Seller(s) on or before the closing date.

Seller(s) authorize Closing Agent, at Seller(s)' expense, to apply for a standard coverage owner's policy of title insurance or, at the option of the Purchaser(s), and at Purchaser(s)' expense, an owner's extended coverage policy of title insurance in the amount of the Purchase Price. The title insurance shall be ordered through Thurston County Title Company. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the condition of title herein provided. If title cannot be made so insurable prior to the closing date, Purchaser(s) may elect to waive such defects or encumbrances in writing or may terminate the Agreement at no further obligation to either party. In the event of termination under the provisions of this Paragraph, any monies deposited by Purchaser(s) shall be returned in full to the Purchaser(s).

9. **Seller(s)' Representation and Warranties.** Seller(s) represent and warrant to Purchaser(s) the following:

(a) Seller(s) have the right, authority and power to enter into this Agreement and to sell the Property. Seller(s) own the Property in fee simple. Seller(s) shall not permit any encumbrances or prior right of a third party to attach to the Property prior to closing without the prior written approval of Purchaser(s).

(b) While this Agreement is in effect, Seller(s) shall cooperate with Purchaser(s)' efforts to secure all governmental decisions, approvals and permits which Purchaser(s) deems necessary or appropriate to Purchaser(s)' intended use of the Property, provided any such decisions, approvals and permits shall not be binding unless and until the sale of the Property closes.

(c) Seller(s) have received no written notice that either the Property or the current operation thereof violates or fails to comply with any land use, environmental, zoning, or building code, fire regulation, or State Department of Labor and Industries regulation.

(d) Seller(s) have received no written notice of any pending or contemplated proceeding to modify or amend any building, zoning or land use law or regulation which affects the present use of the Property.

(e) Seller(s) have paid, or will pay from closing, all taxes, assessments, and other governmental charges, such business, occupation, and local taxes imposed by law upon the Property or upon Seller(s) which are due and payable and which, if unpaid, could result in a lien on the Property or any portion thereof.

(f) Seller(s) have received no written notice of, and to Seller(s)' knowledge, there is no pending or threatened litigation, condemnation or other proceeding affecting the Property or any portion thereof.

(g) Seller(s) have no knowledge of the release or presence of any hazardous materials on, in, from or onto the real Property.

(h) Seller(s) have received no notice of any default or breach by Seller(s) under any covenants, conditions, restrictions, rights of way or easements that may affect the Property or any portion thereof.

As used in this Agreement, the terms "Seller's knowledge", "Seller's receipt of notice", or similar phrases mean the actual, current knowledge of Andrew Moyer, Director of Fiscal Affairs and Real Estate for Seller. Such person is identified solely for the purposes of establishing the scope and content of Seller's knowledge and shall not be deemed to make any of the representations or warranties of Seller in this Agreement nor to have any liability to Purchaser with respect to the representations and warranties in this Agreement.

10. **Memorandum of Understanding.** The Memorandum of Understanding between the City of Lacey and St. Martin's Abbey related to the Police Station Property, dated April 13, 2022 (MOU), is hereby incorporated by reference as though set forth in full herein. The parties shall be bound by all the terms and conditions contained in said MOU unless amended by mutual consent of the signing representatives of the Parties.

11. **Easement for Ingress/Egress Over Abbey Way.** At Closing, Seller shall grant Purchaser an easement for ingress and egress over that portion of the private road section of Abbey Way that is necessary for the City to obtain access to the Property from Abbey Road. The easement shall be consistent with the MOU and in a form mutually agreeable to the parties ("Easement Agreement").

12. **Notices.** All notices required or permitted to be given hereunder shall be in writing and shall be personally delivered or sent by U.S. Certified Mail, Return Receipt Requested, addressed as set forth below.

to Purchaser(s) as follows:

David S. Schneider, City Attorney
City of Lacey
4438 Pacific Ave SE
Lacey, WA 98503

to Seller(s) as follows:

St. Martin's Abbey
Attn: Andrew Moyer
Director of Fiscal Affairs
and Real Estate
Saint Raphael Center
5000 Abbey Way, SE

Lacey, WA 98503

to Escrow Agent as follows:

Thurston County Title Company
105 8th Ave SE
Olympia, WA 98501

Either party hereto may, by written notice to the other, designate such other address for the giving of notices as deemed necessary.

13. **No Verbal Agreements.** Except for the MOU, there are no verbal or other agreements which modify or affect this Agreement. This Agreement, together with the MOU, constitutes the full understanding between Seller(s) and Purchaser(s).

14. **Attorney Fees and Costs.** In the event any controversy or claim arises under this Agreement, the prevailing party shall be entitled to its reasonable costs, disbursements and attorney fees, together with all expenses which it may reasonably incur, including, but not limited to, costs incurred in searching records, expert witness and consultant fees, discovery depositions whether or not introduced into evidence in the trial, hearing or other proceeding, and travel expenses in any arbitration, trial or other proceeding, including any proceeding brought to enforce an award or judgment, and any and all appeals taken therefrom.

15. **Waiver of Right to Receive Seller Disclosure Statement and Waiver of Right to Rescind.** The parties agree that the Property constitutes commercial real estate as defined in RCW 60.42.005. PURSUANT TO RCW CH. 64.06, PURCHASER HEREBY WAIVES THE RIGHT TO RECEIVE A SELLER DISCLOSURE STATEMENT AND, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WAIVES THE RIGHT TO RESCIND THIS AGREEMENT PURSUANT TO ANY PROVISION OF RCW 64.06.

16. **Survival.** All representations, warranties, covenants agreements and indemnities set forth in this Agreement or incorporated by reference into this Agreement shall survive and remain in effect following closing and the delivery and recording of the Deed and shall not be merged in the Deed; provided, however, that all claims of Purchaser that Seller breached any of Seller's representations, warranties and covenants shall be asserted, if at all, by written notice not later than the date that is one year after the Closing Date or such claims shall be irrevocably waived and released.

17. **Miscellaneous.** Buyer may not assign its rights under this Agreement without first obtaining Seller's written approval, which may be given or withheld in Seller's sole discretion. Neither party has been represented by a real estate broker in this transaction and each agrees to indemnify the other if a claim for a commission or finder's fee is alleged to be owing based on the actions of the indemnifying party. Buyer and Seller waive the right to have the Escrow Agent disburse closing funds necessary to satisfy unpaid utility charges affecting the Property pursuant to RCW 60.80.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

PURCHASER(S):



CITY OF LACEY

By: RICK WALK, City Manager

Date: 09-19-2023

SELLER(S):

ST. MARTIN'S ABBEY,

a Washington nonprofit corporation

By: +Marion Nguyen, DSB

Its: President

Date: 19.11.23

EXHIBIT A

That certain real property located in Thurston County, Washington and legally described as follows:

A portion of Lot 7 of the Record of Survey recorded May 22, 2007 under Auditor's File No. 3928525; TOGETHER WITH vacated 6th Avenue Southeast pursuant to Ordinance No. 1263 recorded June 17, 2009 under Auditor's File No. 4090949. EXCEPT that portion conveyed to the City of Lacey in deed recorded October 14, 2008 under Auditor's File No. 4040377 and re-recorded June 20, 2011 under Auditor's File No. 4215696, being situate in the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter of Section 16, Township 18 North, Range 1 West, W.M., more particularly described as follows:

BEGINNING at the Northeast corner of Parcel "A" of Boundary Line Adjustment BLA-6261 recorded April 28, 1994 under Auditor's File No. 9404280129; thence along the east line of said BLA-6261, S01°57'28"W a distance of 693.19 feet; thence N88°02'32"W a distance of 150.13 feet; thence S01°57'28"W a distance of 107.65 feet to the northerly line of a 20 foot ingress\egress easement recorded on June 20, 2011 under Auditor's File No. 4215696; thence along said north line, S88°18'31"E a distance of 190.13 feet to the east line of the West 695.13 feet of the Northwest Quarter of the Southwest Quarter of the above said Section 16; thence along said east line N01°57'28"E a distance of 769.96 feet; Thence S88°02'32"E a distance of 40.00 feet to a point on the East line of the West 735.13 feet of the above said Northwest Quarter of the Southwest Quarter; thence along said East line and extension thereof, N01°57'28"E a distance of 679.41 feet more or less to the northerly line of said Lot 7 and the southerly right of way of State Route 5 as shown on sheet 5 of 18 of "SR5 Martin Way to Old Nisqually Road" right of way station 1282+00 to 1315+00 Washington State Highway Commission, Department of Highways; thence along said right of way the next three courses, S62°40'33"W a distance of 15.74 feet; thence S72°59'06"W a distance of 168.30 feet to the beginning of a non-tangent curve to the right, having a radius of 2,030.00 feet the radius point of which bears N29°34'08"W; thence southwesterly 545.23 feet along said curve through a central angle of 15°23'20" to the easterly right of way of College Street Southeast, which is 65.00 feet easterly, measured perpendicular of the center line of College Street Southeast; thence along said right of way S01°57'28"W a distance of 77.34 feet; thence S03°52'01"W a distance of 150.08 feet to a point which is 60.00 feet easterly of said center line; thence S06°31'55"W a distance of 90.29 feet to a point which is 52.80 feet easterly of said center line; thence S88°02'32"E a distance of 7.20 feet; thence S01°57'28"W a distance of 20.00 feet; thence S88°02'32"E a distance of 25.00 feet; thence S01°57'28"W a distance of 30.00 feet to the North line of said Parcel A; thence along said North line, S88°02'32"E a distance of 570.13 feet to the point of beginning.

AREA=387,241 +/- SQ. FT. or 8.89 +/- Acres

**Memorandum of Understanding between the
City of Lacey and St. Martin's Abbey**

Police Station Property

This Memorandum of Understanding is made and entered into as of the date of the last signature hereon by and between the City of Lacey, a municipal corporation (hereinafter referred to as the "City"), and St. Martin's Abbey, (hereinafter referred to as the "Abbey"), together referred to as the "Parties," for the purpose of outlining agreed upon terms and conditions required for the sale of certain property to be used for a Police Station.

WITNESSETH:

WHEREAS, the City desires to purchase the approximately 11.96 acre portion of property (herein the "property"), as described on Exhibit "A," attached hereto, from the Abbey for the purpose of constructing and operating a new Police Station; and

WHEREAS, the City has obtained an appraisal of the property and the fair market value of the fee simple interest in the property as determined by the appraiser is \$4,040,000; and

WHEREAS, the City desires to purchase the property for the appraised price but does not want to incur any additional costs in design/feasibility of the property absent an agreement to sell from the Abbey; and

WHEREAS, the Abbey agrees to sell the property to the City for the appraised price subject to certain terms and conditions; and

WHEREAS, the sale of the property is contingent on a successful boundary line adjustment and other certain terms and conditions.

NOW, THEREFORE, in consideration of the mutual terms, conditions, covenants, and provisions contained herein, and the mutual benefits received hereunder, the Parties agree as follows:

1. The Abbey agrees to sell the property to the City for the appraised price of \$4,040,000 subject to all of the terms and conditions contained in this Agreement.
2. The City will expeditiously complete its design and determine the feasibility of the property for its intended use as a Police Station and training facility.
3. Subsequent to completion of design and the City's determination of the property's feasibility, the Parties will agree on the exact parcel boundaries to be purchased by the City.

4. The City will facilitate all necessary steps for the appropriate boundary line adjustment (BLA) and assume all costs therefore.
5. Upon completion of the BLA, the Parties will enter into a Purchase and Sale Agreement for the purchase of the property. The Abbey agrees to adjust the purchase price of \$4,040,000 proportionate to any decrease in area of property actually purchased. The Purchase and Sale Agreement shall otherwise contain all of the relevant terms and conditions contained in this Agreement.
6. The City shall continuously use the property for a Police Station and training facility for police purposes and emergency management for the City of Lacey. Provided, the property may not be used as a jail. The parties agree that the property may contain holding facilities for the detention of arrestees for a period not to exceed twenty-four hours, and such holding facilities do not constitute a "jail."
7. Removal of trees for construction of the facility and parking areas shall be minimized to the extent practical and shall be subject to the City of Lacey Urban Forest Management Plan.
8. Individual site development shall meet the following standards:
 - a. The height of any building on the property shall not exceed forty (40) feet nor three stories.
 - b. The maximum site coverage of said premises shall be seventy-five percent, which shall include parking facilities.
 - c. No retail commercial development shall be allowed.
 - d. Building aesthetics will be complimentary to neighboring facilities in style and finishes.
 - e. All telephone, power, gas, cable television, or any other service provided for said property shall be placed underground.
 - f. With the exception of the need for ingress/egress, there shall be retained and maintained to the maximum extent possible the natural buffer of at least 30 feet on College Street and 6th Avenue/Abbey Way sides of the site, and a 20 foot natural buffer along I-5.
 - g. Any accessory structure shall be permitted, provided they shall be a maximum height of fifteen (15) feet. Accessory structures greater than fifteen (15) feet may be permitted, subject to design review and approval by the Abbey.
 - h. Storage of materials on the site not explicitly used in support of Police operations is prohibited, and any materials kept on site shall be kept orderly.
 - i. No use shall be made which shall unreasonably increase the fire hazard to adjoining property.
 - j. Emergency communications towers will be permitted for Police purposes. If standalone, any height above 50' is to be agreed upon by both parties; if located on the building, no further review is required. The City will not sell, lease, or allow to be erected or operated any commercial cell/communication towers. Such

equipment shall meet the provisions of LMC 16.68, Wireless Communication Facilities.

- k. Signs shall be located on the premises with the use they are identifying. There shall be one fascia sign or projecting sign for each building. Signs may be luminous, reflecting or illuminating, but no sign shall be flashing or animated. All signs shall meet the provisions of Lacey's Sign Ordinance, LMC 16.75.
 - i. Until which point the facility is constructed, the City may post signage at the main entrance of the site subject to permitting under local regulations promoting the future facility.
 - l. Off-street parking shall meet the minimum standards provided under the City's zoning ordinance and be of limited extent and well landscaped.
9. Access road development from Abbey Way shall meet the following requirements:
- a. A 100 foot allowance has been outlined for this purpose, and was included in the appraised value, with the intention of being adjusted to the minimum extent necessary. The city's intent is that this minimum amount be 60' or less. The BLA will include, and the city will purchase, the minimum amount necessary for an access road. The purchase price will be reduced proportionate to any reduction in property actually purchased.
 - b. The access road will include a secure access gate at the point of entry.
 - c. The access road shall not be connected in any manner that allows free access to current or future additional or reconfigured roads, except with the prior approval of the Abbey.
 - d. The City shall reserve to the Abbey an easement for ingress/egress over the southern three hundred feet (300') of the property for access to adjacent property owned by the Abbey to the East.
 - e. At which time the Abbey begins development of the adjacent property, the secure access gate and associated fencing will be moved back at the city's expense to allow the Abbey access to the adjacent property.
 - f. At which time the adjacent property to the East is developed, the access road may be expanded at the Abbey's expense as appropriate to accommodate vehicle turns and/or pedestrians. At the time of future development, two curb cuts from the new access road, as well as access off Abbey Way will be permitted in accordance with City standards.
10. The City shall be responsible to extend to the project site sewer, water, and other utilities as necessary for servicing the proposed development. The City will also be responsible for bringing 3rd Ave SE up to current City standards for roads and to modify traffic signals at 3rd Ave SE and College Street as the need is determined by the City Engineer.

The City will sufficiently size said utilities to also serve the Abbey's immediately adjacent property. Utilities will be sized appropriately for future Abbey development; information regarding scope of future development to adequately size utilities must be provided prior to the start of site design. All costs associated with future Abbey development shall be borne by the Abbey.

11. Access shall be limited to three entrances: (1) the main public entrance from 3rd Ave SE; (2) the secure access from 3rd Ave SE; and (3) the secure access route to Abbey Way.
12. The Abbey will grant the City an easement for ingress/egress over Abbey Way to access the secure access route to Abbey Way.
13. The Abbey shall retain the ability, at its expense, to access its infrastructure lying underneath Abbey Way to effect repairs and occasional upgrades. All due notifications to the City shall be made to minimize disruptions to the City's police operations.
14. Any fencing to be included on the property will be black in color and will comply with LMC 16.03.070, Fencing standards.
15. Site lighting will complement the project design and shall be oriented to avoid direct glare to adjacent properties in accordance with LMC 14.23.082, Commercial Design Guidelines. Consideration will be given to light shields along the common property line. Security cameras will be utilized throughout the property at the city's discretion.
16. The City will reserve to the Abbey an easement to locate a Freeway Oriented Electronic Reader Board Sign along the northernmost boundary of the site in accordance with LMC 16.75, Sign Regulations, together with any other applicable standards.
17. The City will form a Citizen's Advisory Panel for development of the future Police Station. At least one representative of the Abbey will be invited to participate on the Panel.
18. The Abbey reserves the right to repurchase the above-described property in the manner set forth herein should the City determine to sell said property. Provided, this right of repurchase shall not apply to a sale to be made for purposes of financing where the City retains possession or control of the property under a sale and lease-back or similar arrangement. However, the City shall take all necessary steps in such case to protect the right of repurchase granted herein. The reservation of this right of repurchase shall be exercised in the following manner:

In the event the Grantee shall receive from a third party a bona fide offer to purchase the above-described premises at a specified price and upon specified terms whether such price and terms be first fixed by the Grantee or the third party, and the Grantee shall decide to sell the same for such amount on said terms, the Grantee shall promptly give to the Grantor notice of the price and terms of such offer and of the Grantee's willingness to sell for the amount specified in said offer, Grantor shall not be obligated to purchase, and Grantee may thereafter sell said premises to the party making the offer. If, for any reason, said premises are not sold to such third party, notice of any subsequent bona fide offers acceptable to the Grantee shall be given to Grantor in the same manner for acceptance or rejection as hereinabove provided.

19. All of the covenants, conditions, or restrictions contained herein shall be binding upon the parties hereto, their successors or assigns, and shall run with the land.
20. This MOU shall remain in effect until the Parties enter into a Purchase and Sale Agreement pursuant to Section 5.
21. The terms and conditions of this MOU could be amended or extended by mutual consent of the signing representatives of the Parties.
22. The Parties mutually agree to defend, indemnify and hold the other, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, to the extent caused by each entity's respective negligence in performance of its responsibilities under this Agreement.
23. This Agreement shall be governed by the laws of the State of Washington as to interpretation and performance. The Parties hereby agree that venue for enforcement of this Agreement shall be the Superior Court of Thurston County.

IN WITNESS WHEREOF, the Parties hereto have entered into this Memorandum of Understanding this 13th day of April, 2022.

CITY OF LACEY

DocuSigned by:
Scott Spence
By: 30059B07F4BF42E...
Scott Spence, City Manager
Date: 4/13/2022

ST. MARTIN'S ABBEY

DocuSigned by:
Gilbert Wilson
By: 3C63F3710E2D4E9...
Br. Nicolaus Wilson, O.S.B. Prior.
Date: 4/5/2022

Approved as to form:

DocuSigned by:
Dave Schneider
By: E60EBB47FF4C4D1...
David Schneider, City Attorney