

RESOLUTION R2015-012

A RESOLUTION of the City Council of the City of Tumwater, Washington, approving amendments to a development agreement related to an application for a site-specific rezone for a 27-acre property located on the northwest corner of Interstate 5 and Israel Road, as more particularly described herein.

WHEREAS, the original development agreement between the City and Tumwater Investment Group LLC was formally executed on October 9, 2013; and

WHEREAS, on August 19, 2014, Tumwater City Council passed Resolution R2014-017, amending the original development agreement, however, the amended development agreement was never formally executed by Tumwater Investment Group LLC and the City desires to repeal said Resolution; and

WHEREAS, In December of 2014, Tumwater Investment Group LLC sold the subject property and transferred its rights and obligation under the original development agreement to BJR Holdings II, LLC as allowed under Section 19 of the development agreement; and

WHEREAS, Section 21 of the development agreement provides that the agreement may be amended by written agreement signed by the parties; and

WHEREAS, the City and BJR Holdings II, LLC desire to replace the requirement of constructing 40 residential units or development of a park on the property with requirements for reduced nighttime lighting, adding additional buffering to the trail requirement through the property and dedication of approximately 2.5 acres of the property to the City for tree preservation; and

WHEREAS, the Tumwater City Council held a public hearing on September 15, 2015, to receive public testimony on the proposed amendments to the development agreement with the BJR Holdings II LLC; and

WHEREAS, the Tumwater City Council, after considering all of the testimony and evidence, finds the amendments support the health, safety, and welfare and are in the best interest of the residents of the City of Tumwater;

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

Section 1. Adoption. The first amendment to the development agreement with BJR Holdings II, LLC, attached hereto as Exhibit "A" is hereby adopted and

the City Council authorizes the Mayor to enter into the first amendment to the development agreement and to take all further and necessary action required by the development agreement and the first amendment.

Section 2. Repeal. Resolution R2014-017 is hereby repealed in its entirety.

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

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

Section 5. Effective Date. This resolution shall become effective immediately upon execution of the first amendment to development agreement, attached hereto as Exhibit "A". Provided, however, that if the first amendment to development agreement is not fully executed within thirty days, this resolution shall be considered null and void.

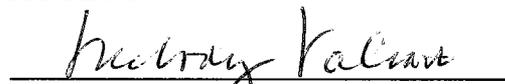
RESOLVED this 15th day of September, 2015.

CITY OF TUMWATER



Pete Kmet, Mayor

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

**FIRST AMENDMENT
TO DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF TUMWATER
AND TUMWATER INVESTMENT GROUP LLC,
FOR THE 27 ACRE PROPERTY
LOCATED AT THE NORTHWEST CORNER OF I-5 AND ISRAEL ROAD**

This First Amendment ("Amendment") is dated effective this ___ day of _____, 2015, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and BJR Holdings II LLC, a limited liability company organized under the laws of the State of Washington and successor in interest to Tumwater Investment Group LLC, hereinafter the "DEVELOPER".

A. The CITY and the DEVELOPER entered into a Development Agreement on September 3, 2013, adopted by Resolution No. R2013-011, whereby DEVELOPER agreed upon the type and timing of development of the subject 27 acre property ("Agreement").

B. In December 2014, DEVELOPER sold the subject property and transferred its rights and obligations under the Agreement to BJR Holdings II, LLC as allowed under Section 19 of the Agreement. Hereinafter, "DEVELOPER" shall mean BJR Holdings II, LLC.

C. Section 21 of the Agreement provided that the Agreement may be amended by written agreement signed by the parties.

D. The CITY and the DEVELOPER desire to amend Section 9b of the Agreement by replacing the requirement for residential development with the requirement for reduced nighttime lighting to further protect residential areas.

E. The CITY and the DEVELOPER desire to amend Section 9c of the Agreement by adding a buffer to the trail requirement on the western portion of the property to better protect residential areas to the west.

F. The CITY and the DEVELOPER desire to add a new Section 9e to the Agreement to require dedication of an approximately 2.5 acre tree preservation tract on the southern portion of the subject property.

G. Pursuant to RCW 36.70B.200, the Tumwater City Council held a hearing on _____, 2015 to accept public testimony on the proposed amendments.

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

1. Section 9.b. of the agreement shall be amended as follows:

“EXHIBIT A”

~~b) 40 (forty) residential dwelling units will be constructed on the northwest portion of the site adjacent to the existing neighboring residential zone district.~~

Outdoor lighting for developments located on the subject property shall be either dimmed to at least half power between 10pm and 6am, or alternately, at least half of the lighting fixtures shall be turned off between 10pm and 6am. Outdoor lighting fixtures shall be fully shielded and not result in light trespass onto adjacent residentially zoned properties that exceeds one-tenth foot-candle.

2. Section 9.c. of the agreement shall be amended as follows:

c) A 14 foot wide trail (10 foot wide pavement and 2 foot gravel shoulders) shall be generally located on the northern and western portions of the Subject Property. It shall traverse the property generally from the north to the south on the western portion of the property and east to west on the northern portion of the property as depicted on Exhibit A. On the western portion of the trail, the trail should be integrated with a buffer that is approximately 55 feet in width. This buffer may incorporate rain gardens to sustainably treat stormwater from the subject property. On the northern portion of the trail, the trail should be integrated with a buffer a minimum of 30 feet in width. If rain gardens are proposed adjacent to the trail, the developer shall install interpretive signage at four points along the trail corridor that communicate the purpose and value of conservation landscaping and utilization of low impact development techniques to address stormwater management. The location and message of the signs shall be approved by the City’s Public Works Department. ~~However, if the developer proposes a different location that works well with the site configuration(s) then the City has the option of allowing the trail elsewhere (including along Tyee Drive).~~ Both the northern and southern termini of this trail should be located generally consistent with the Littlerock Road Subarea Plan. The trail shall be completed no later than ~~construction of Tyee Drive~~ issuance of Certificate of Occupancy for the building unless the City Council and the developer or landowner mutually agree on a later date for construction of the trail. ~~The trail shall be dedicated at the same time that road or utilities are dedicate or constructed, whichever occurs first.~~ An easement, in a form approved by the City, shall be granted to the City which allows public use and maintenance of the trail. The easement shall be recorded with the Thurston County Auditor’s Office prior to issuance of Certificate of Occupancy for the building.

3. A new Subsection, 9.e. is added as follows:

e) A tree tract of approximately 2.5 acres shall be preserved and dedicated to the city on the southern portion of the subject property as generally shown on Exhibit A.

4. Full Force and Effect.

“EXHIBIT A”

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DEVELOPER:

BJR Holdings II LLC
2225 Carriage Dr SW
Olympia, WA 98502

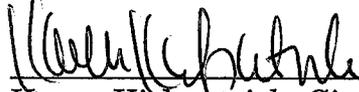
Pete Kmet, Mayor

Signature
Printed Name: _____
Title: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:



Karen Kirkpatrick, City Attorney

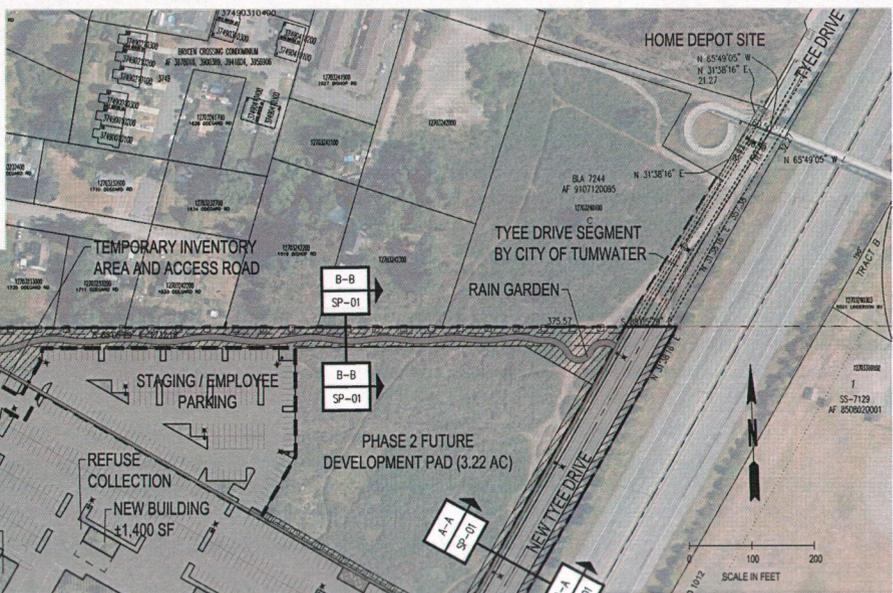
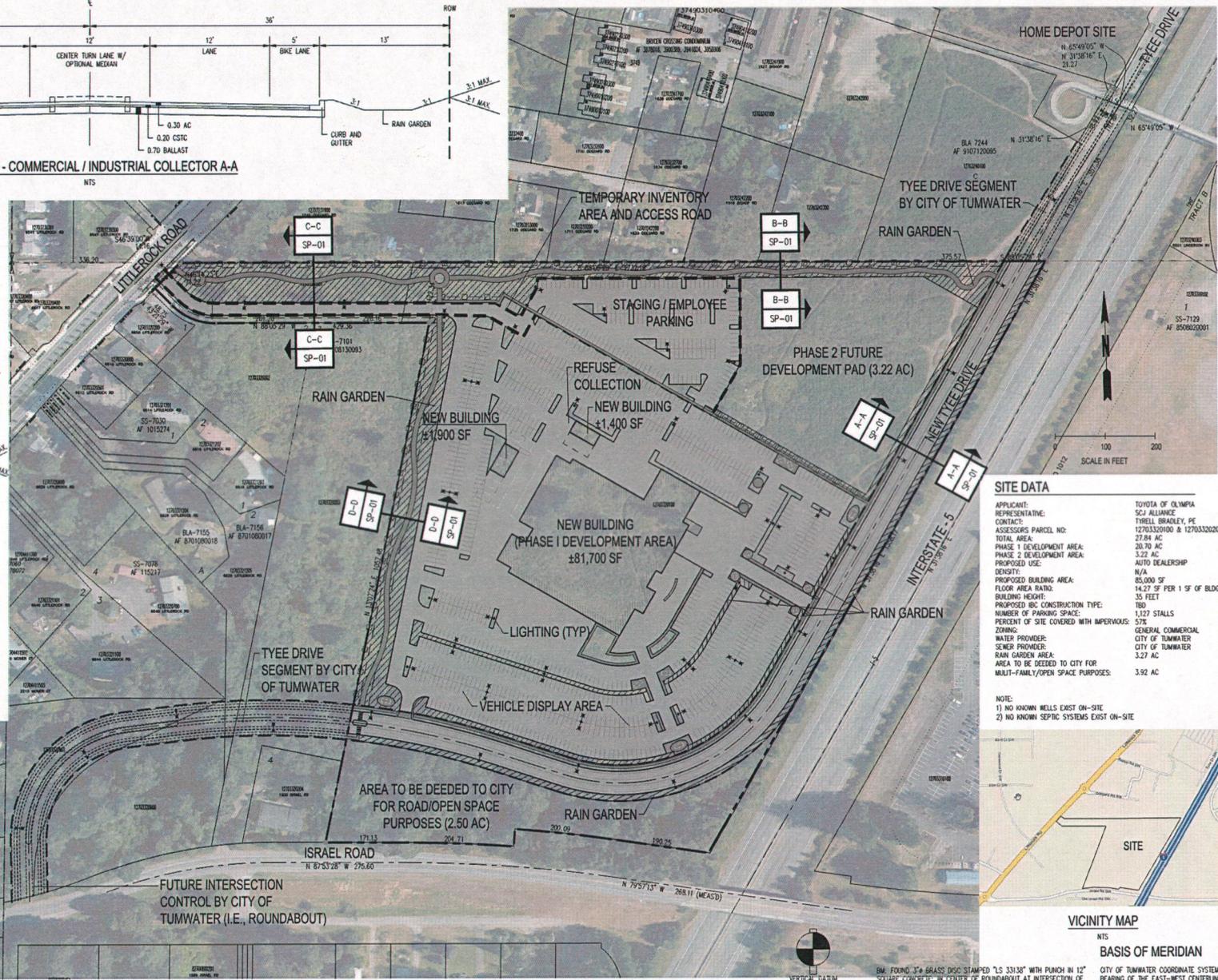
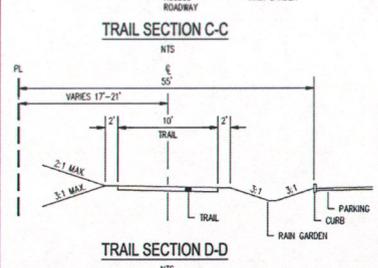
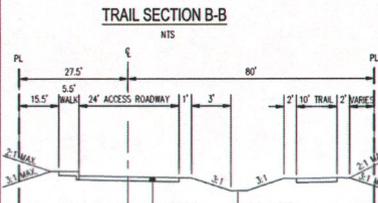
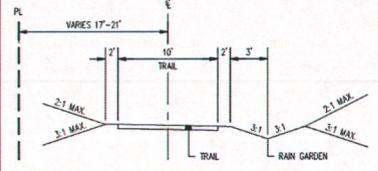
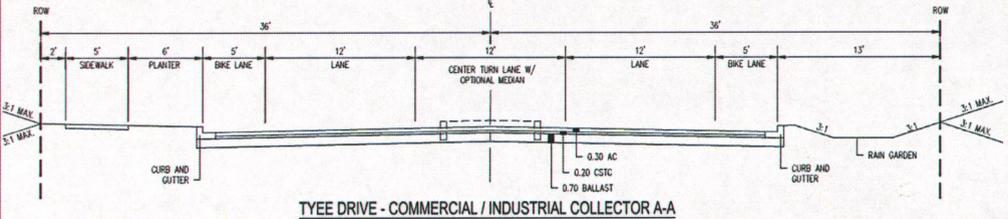
STATE OF WASHINGTON)
)ss.
COUNTY OF THURSTON)

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

Dated: _____

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

SEC. 03, T.17N., R.2W., W.M.



SITE DATA

APPLICANT:	TOYOTA OF OLYMPIA
REPRESENTATIVE:	SCJ ALLIANCE
CONTACT:	TYRELL BRADLEY, PE
ASSESSORS PARCEL NO.:	1270330000 & 1270332001
TOTAL AREA:	27.84 AC
PHASE 1 DEVELOPMENT AREA:	20.70 AC
PHASE 2 DEVELOPMENT AREA:	3.12 AC
PROPOSED USE:	AUTO DEALERSHIP
DENSITY:	N/A
PROPOSED BUILDING AREA:	85,000 SF
FLOOR AREA RATIO:	14.27 SF PER 1 SF OF BLOC
BUILDING HEIGHT:	35 FEET
PROPOSED BLD. CONSTRUCTION TYPE:	180
NUMBER OF PARKING SPACE:	1,127 STALLS
PERCENT OF SITE COVERED WITH IMPERVIOUS:	57%
ZONING:	GENERAL COMMERCIAL
WATER PROVIDER:	CITY OF TUMWATER
SEWER PROVIDER:	CITY OF TUMWATER
RAIN GARDEN AREA:	3.22 AC
AREA TO BE DEEDED TO CITY FOR MULTIFAMILY/OPEN SPACE PURPOSES:	3.92 AC

NOTE:
 1) NO KNOWN WELLS EXIST ON-SITE
 2) NO KNOWN SEPTIC SYSTEMS EXIST ON-SITE



BASIS OF MERIDIAN
 CITY OF TUMWATER COORDINATE SYSTEM
 BEARING OF THE EAST-WEST CENTERLINE OF SECTION 3 - S 89°30'29" E

SCJ ALLIANCE
 CONSULTING SERVICES
 8730 TALLON LAKE SUITE 200, LACEY, WASHINGTON 98516
 TEL: 360.851.1111 FAX: 360.851.1122

OVERALL SITE PLAN

TUMWATER AUTO DEALERSHIP
 TUMWATER, WASHINGTON

TYRELL E. BRADLEY
 PE
 LICENSE NO. 1270330000 & 1270332001
 PROFESSIONAL ENGINEER
 6/18

DESIGNED BY: TB
 DRAWN BY: LCSS
 APPROVED BY: TB
 DATE: 9/2015
 JOB NO.: 2232 01
 DRAWING FILE NO.: 2232 01 SP1.dwg
 DRAWING NO.:
 SHEET NO.: 1 OF 4

SP1 10.2015, 10:04:58am - User: tyrell
 W:\PROJECTS\2232_TUMWATER\TUMWATER_SCALES\SP1\PHASE 03 - FINAL_PLANNING\2232 01 OVERALL SITE PLAN.dwg

BM: FOUND 3" BRASS DISC STAMPED 'LS 33138' WITH PUNCH IN 12" SQUARE CONCRETE IN CENTER OF ROUNDABOUT AT INTERSECTION OF LITTLE ROCK ROAD SW AND OXEGARD ST SW. BM ELEVATION = 192.73
 CITY OF TUMWATER VERTICAL DATUM