



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, July 21, 2026
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: National Purple Heart Day, August 7, 2026
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Meeting, July 7, 2026
 - [b.](#) Approval of Minutes: City Council Work Session, July 14, 2026
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) Ordinance No. O2026-008, Building Demolition (General Government Committee)
 - [e.](#) Interlocal Agreement with Thurston County and the Cities of Lacey and Olympia for the Regional Environmental Education Partnership (Public Works Committee)
 - [f.](#) Interlocal Agreement (ILA) with the LOTT Clean Water Alliance (LOTT) for Mutual Services (Public Works Committee)
 - [g.](#) Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment 4 (General Government Committee)
- 7. Council Considerations:**
 - [a.](#) Ordinance No. O2026-003, 2025-2026 Budget Amendment No. 1 (City Council)
 - [b.](#) Ordinance No. O2026-004 Residential Energy Performance Rating and Disclosure (General Government Committee)
 - [c.](#) Resolution R2026-011, Community Economic Revitalization Board (CERB) Grant Application Authorization (Executive Department)
 - [d.](#) Memorandum of Understanding with Teamsters Local Union No. 252 (Administrative Services Department)
- 8. Mayor/City Administrator's Report**

11. Adjourn

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

https://us02web.zoom.us/j/85939868443?tk=faz_fiOuFb70n1qdil_so8JWG6mmtcgR6ZbohSRLlbM.DQkAAAAUAmpTGxZSNm0tRmN1MlFjMkFidXBtUDJ6dmh3AA&pwd=8CWrtfJFvwxmJfstRTbH0w4teaH68.1&uuid=WN_8RXzOaRuQliaffEfC95VDw

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 859 3986 8443 and Passcode 441034.

Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_8RXzOaRuQliaffEfC95VDw

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

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

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

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

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: July 21, 2026
SUBJECT: Proclamation: National Purple Heart Day, August 7, 2026

1) Recommended Action:

Informational Only.

2) Background:

August 7 is National Purple Heart Day. The City has invited Purple Heart Recipient, Jim Peterson, to accept the proclamation and say a few words.

3) Policy Support:

Vision, Mission, Values

Partnership: We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

4) Alternatives:

☐ None

5) Fiscal Notes:

Proclamations have no fiscal impact.

6) Attachments:

A. Proclamation

Proclamation

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

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

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

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

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

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

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

NOW THEREFORE, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim August 7, 2026 as

National Purple Heart Day

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

Signed in the City of Tumwater, Washington, this 21st day of July in the year, two thousand twenty-six.



Leatta Dahlhoff

Leatta Dahlhoff
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL

July 7, 2026



CONVENE: 7:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Eileen Swarthout, Kelly Von Holtz and Brandon Weedon.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communication Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Police Chief Carlos Quiles, Water Resources & Sustainability Director Dan Smith, and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

PROCLAMATION: Councilmember Weedon read a proclamation declaring July 2026 as National Park & Recreation Month. The proclamation calls on the people of Tumwater to join in recognizing the benefits derived from Tumwater's parks and recreation programs.

NATIONAL PARK & RECREATION MONTH, JULY 2026

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

PUBLIC COMMENT: Public Comment was given by resident Reynolds.

CONSENT CALENDAR:

- a. Approval of Minutes: City Council, June 2, 2026
- b. Approval of Minutes, City Council Work Session, June 9, 2026
- c. Approval of Minutes, City Council Meeting, June 16, 2026
- d. Payment of Vouchers
- e. Site Lease Agreement with SiriusXM Amendment 5

- f. Consultant Agreement with HDR Engineering for the Somerset Hill Culvert Replacement

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

PUBLIC HEARING:

**ORDINANCE NO.
O2026-003, 2025-2026
BUDGET
AMENDMENT NO. 1**

Director Niemeyer presented Ordinance No. O2026-003, 2025 – 2026 Budget Amendment No. 1. The proposed amendment is intended to incorporate previously approved expenditures, enhance budget transparency and allocate funding for upcoming projects. The amendment includes minor adjustments to cost allocations, small errors and duplications in the original budget, an increase in LTAC funding, and additional expenditures related to record participation in the Tumwater Youth Program.

Mayor Dahlhoff opened the testimony for the public hearing at 7:29 p.m.

Mayor Dahlhoff closed the public hearing at 7:30 p.m. with no one giving public comment.

MOTION: Councilmember Sullivan, moved, seconded by Councilmember Agabi, to move forward Ordinance No. O2026-003, 2025-2026 Budget Amendment No. 1 to the July 21, 2026, considerations calendar. A voice vote approved the motion unanimously.

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

Administrator Simmons provided an overview of the calls for service on July 4, 2026. The Police Department responded to 60 calls for service and the Fire Department responded to 18 calls.

Mayor Dahlhoff shared that the Budget and Finance Committee will meet on July 24, 2026, at 12:00 p.m. and provided a summary of the consent calendar items.

**COUNCILMEMBER
REPORTS:**

Councilmembers Agabi, Cathey, Jefferson, Sullivan, Swarthout, and Weedon gave reports.

Councilmember Von Holtz gave a report and shared the Public Health and Safety Committee will meet on July 14, 2026, at 4:00 p.m., and will discuss the following:

- Thurston County Prosecutor Update
- Reevaluate meeting time

Councilmember Jefferson shared that the Public Works Committee will meet on Thursday, July 9, 2026, at 11:00 am and will be discussing the following:

- Interlocal Agreement with Thurston County and the Cities of Lacey and Olympia for Regional Environmental Education Partnership
- Interlocal Agreement between LOTT and the City of Tumwater for Mutual Services

ADJOURNMENT:

With there being no further business, Mayor Dahlhoff adjourned the meeting at 7:46 p.m.

Prepared by Deputy City Clerk, Tracie Core

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION

July 14, 2026



CONVENE: 6:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Joan Cathey, Angela Jefferson, Meghan Sullivan, Kelly Von Holtz, and Brandon Weedon.

Excused: Councilmember Eileen Swarthout.

Staff: City Administrator Paul Simmons, Assistant Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Information Technology Project Manager Matt Ames, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, Police Chief Carlos Quiles and City Clerk Melody Valiant.

COUNCIL RULES: Assistant Administrator Adams presented the updated Council Rules, which establishes the procedures and norms for council meetings, activities and working relationships between councilmembers and staff. First established in 2012, the rules have undergone regular amendments, most recently in 2023.

She explained that the updates consist of two categories: minor clerical corrections (e.g., grammar, numbering) that will not be reviewed in detail, and policy revisions that are largely non-substantive. Assistant Administrator Adams led the council and staff through all the policy changes in the documents. Mayor Dahlhoff invited Councilmembers to share their feedback and comments on the proposed changes.

MAYOR/CITY ADMINISTRATOR'S REPORT: Mayor Dahlhoff and Administrator Simmons had no reports.

ADJOURNMENT:

Mayor Dahlhoff adjourned the meeting at 6:49 p.m.

Prepared by City Clerk, Melody Valiant.

TO: City Council
 FROM: Silvia Torres-Torrero, Accounting Technician
 DATE: July 21, 2026
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- July 02, 2026, payment of Eden vouchers 175044 to 175044 in the amount of \$246.30; payment of Enterprise vouchers 190519 to 190576 in the amount of \$203,818.04 and electronic payments 907351 to 907368 in the amount of \$52,851.72
 - July 10, 2026, payment of Eden vouchers 175045 to 175054 in the amount of \$1,996.81; payment of Enterprise vouchers 190577 to 190647 in the amount of \$1,726,548.24 and electronic payments 907369 to 907411 in the amount of \$330,367.43
Wire payments in the amount of \$30,367.43
-

2) Background:

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

Vendor		
Name	Amount	Description
LOTT Waste Water Alliance	\$821,318.68	LOTT collections June 2026
Robert W. Droll Landscape Arch.	\$72,691.22	Landscape architects, Trail's End Park
HDR Engineering INC	\$40,683.47	Tumwater Blvd NB I-5 April
City of Olympia	\$30,625.00	Cares contract from April-June 2026
Bobbie & Amanda's Cleaning Svc	\$29,331.44	Janitorial services June 2026
Nisqually Indian Tribe	\$25,340.66	Inmate incarcerations May 2026
Shea Carr & Jewell INC	\$23,089.14	93rd Ave Interchange

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

3) Policy Support:

- Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.
-

4) Alternatives:

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

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

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 190519 through 190576 in the amount of \$203,818.04

Electronic payment Nos 907351 through 907368 in the amount of \$52,851.72

Eden

Voucher/Check Nos 175044 through 175044 in the amount of \$246.30

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 07/02/2026

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 190577 through 190647 in the amount of \$1,726,548.24

Electronic payment Nos 907369 through 907411 in the amount of \$1,290,445.57

Wire payments in the amount of \$330,367.43

Eden

Voucher/Check Nos 175045 through 175054 in the amount of \$1,996.81

Silvia Torres-Torrero

Accounting Technician – Accounts Payable

Checks dated 07/10/2026

TO: City Council
FROM: Brad Medrud, Community Development Director
DATE: July 21, 2026
SUBJECT: Ordinance No. O2026-008, Building Demolition

1) Recommended Action:

Adopt Ordinance No. O2026-008, Building Demolition.

2) Background:

The intent of the ordinance is to amend TMC Chapter 15.50 of the Tumwater Municipal Code to address the building demolition requirements for removal of foundations.

The Planning Commission held a public hearing on June 23, 2026, and recommended approval of Ordinance No. O2026-008, Building Demolition. The General Government discussed the Planning Commission's recommendation at a briefing on July 15, 2026, and placed the ordinance on the City Council's consideration calendar for their July 21, 2026, meeting.

3) Policy Support:

Goal LU-2: Ensure development occurs in an orderly, effective, and cost-efficient manner to best utilize available land and public services, conserve natural resources, protect and enhance critical areas and open space, address equity and climate change, and reduce sprawl.

4) Alternatives:

☐ None.

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

- A. Staff Report
- B. Ordinance No. O2026-008
- C. Presentation

STAFF REPORT

Date: July 21, 2026

To: City Council

From: Brad Medrud, Community Development Director



Ordinance No. O2026-008 – 2026 Building Demolition

1. Recommended Action

Adopt Ordinance No. O2026-008, Building Demolition.

2. Background

The intent of the ordinance is to amend Chapter TMC 15.50 of the Tumwater Municipal Code to address the building demolition requirements for removal of foundations.

3. Public Approval Process

An Environmental Checklist for a non-project action was prepared on May 12, 2026, under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance was issued on May 22, 2026. The appeal period on the Determination of Non-Significance ended June 11, 2026.

The ordinance was sent to the Washington State Department of Commerce on May 12, 2026, for their required 60-day review before the proposed text amendments are adopted, in accordance with RCW 36.70A.106. The Notice of Intent comment period ended July 13, 2026.

The Planning Commission had a briefing on the ordinance on May 26, 2026, and held a work session on June 9, 2026.

A Notice of Public Hearing for the Planning Commission was issued on June 12, 2026, prior to a public hearing. The notice was posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in The Olympian.

The Planning Commission held a public hearing on the proposed amendments on June 23, 2026. Following the public hearing and deliberations, the Planning Commission recommended that Council consider the proposed amendments.

The General Government discussed the Planning Commission's recommendation at a briefing on July 15, 2026, and placed the ordinance on the City Council's consideration calendar for their July 21, 2026, meeting.

4. Staff Conclusions

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.

- a. The ordinance will need to be consistent with Goal 4 of the Growth Management Act which states:

Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.

The ordinance will address the following goal and policy of the Land Use Element:

Goal LU-2 Ensure development occurs in an orderly, effective, and cost-efficient manner to best utilize available land and public services, conserve natural resources, protect and enhance critical areas and open space, address equity and climate change, and reduce sprawl.

Policy LU-2.1 Review and update Tumwater's development review and permitting system on a regular basis for consistency with state law and adopted plans to ensure predictability and to process development permits in a timely and fair manner.

- b. This ordinance will need to be consistent with Goal 11 of the Growth Management Act which states:

***Citizen participation and coordination.** Encourage the involvement of citizens in the planning process, including the participation of vulnerable populations and overburdened communities, and ensure coordination between communities and jurisdictions to reconcile conflicts.*

Consideration of the ordinance will involve the community in the planning process through Planning Commission and City Council meetings to address the following goal of the Comprehensive Plan:

Goal PI-1 Continuously engage with the community and the region.

2. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

Staff conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan

5. Effects of the Proposed Amendments

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

6. Staff Contacts

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

ORDINANCE NO. O2026-008

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 15.50 of the Tumwater Municipal Code to address building demolition requirements.

WHEREAS, TMC Chapter 15.50 *Building Demolition* needs to be amended to address the removal of building foundations as part of the building demolition process; and

WHEREAS, the City is required to plan under Chapter 36.70A RCW, the Growth Management Act; and

WHEREAS, this Ordinance meets the goals and requirements of the Growth Management Act; and

WHEREAS, this Ordinance is consistent with the City's Comprehensive Plan; and

WHEREAS, this Ordinance was sent to the Washington State Department of Commerce on May 12, 2026, at least sixty days before the proposed code amendments were adopted, in accordance with RCW 36.70A.106; and

WHEREAS, an Environmental Checklist for a non-project action was prepared under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC on May 12, 2026, and a Determination of Non-Significance (DNS) was issued on May 22, 2026; and

WHEREAS, the Attorney General *Advisory Memorandum and Recommended Process for Evaluating Proposed Regulatory or Administrative Actions to Avoid Unconstitutional Takings of Private Property* (October 2024) was reviewed and utilized by the City in objectively evaluating the proposed amendments; and

WHEREAS, the Planning Commission received a briefing on the proposed code amendments on May 26, 2026, conducted a work session on June 9, 2026, and held a public hearing on June 23, 2026; and

WHEREAS, following the public hearing and deliberations, the Planning Commission recommended approval of the proposed code amendments by the City Council; and

WHEREAS, the General Government Committee discussed the Planning Commission's recommendation on the proposed code amendments at a briefing on July 15, 2026; and

WHEREAS, the City Council considered the proposed code amendments on July 21, 2026; and

WHEREAS, the City Council finds that the provisions of this Ordinance are in the best interest of and protect the health, safety, and welfare of the citizens of the City.

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

Section 1. TMC 15.50.010, Building demolition, of the Tumwater Municipal Code is hereby amended to read as follows:

15.50.010 Building demolition.

The provisions of this chapter shall apply to all buildings and structures being demolished, razed, or otherwise destroyed and removed from the property on which they are constructed, with the exception of those structures exempt from permits in the current edition of the building code adopted by the city of Tumwater. Any item for which use or type of structure is unclear shall be reviewed by the building official and assigned a type or use for the purpose of this chapter. When determined by the building official, the requirements contained within the building code for protection of pedestrians shall also apply.

(Ord. O2010-017, Amended, 12/21/2010; Ord. O95-001, Added, 10/03/1995)

Section 2. TMC 15.50.020, Definitions, of the Tumwater Municipal Code is hereby amended to read as follows:

15.50.020 Definitions.

For the purpose of this chapter, the following definitions shall apply:

- A. "Demolition" means the tearing down, razing or removal of a building or structure or portion thereof, including foundations, for the purpose of complete or partial removal of buildings or structures, or to prepare for reconstruction or remodeling of a building or structure.
- B. "Building" is any structure used or intended for supporting or sheltering any use or occupancy.
- C. "Structure" is that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

D. “Demolition permit” means any building permit issued by the city for the express purpose of allowing a demolition to take place.

E. “Bond” means a cash deposit or equivalent fiscal guarantee approved by the building official equal to one hundred percent of the valuation of the demolition work to be performed, as defined in subsection F of this section, but in no case less than \$250.00. The building official may reduce or waive the cash amount of the required bond.

F. “Valuation” for the purpose of providing a bond and calculating a permit fee for building demolition shall be the estimated cost to complete all scheduled demolition work; including, but not limited to: (1) removal of buildings, structures and foundations; (2) removal and termination of public and private site utilities; (3) abatement and/or removal of asbestos or other hazardous materials; (4) restoration of street frontage improvements; (5) protection of the property from erosion; and (6) restoration of the site to eliminate trash, debris, attractive nuisances, or hazards to life or property. When permit applications for replacement structures have been submitted to the city, valuation does not include the removal of foundations.

G. “Foundation,” as defined in the International Building Code, means the structural element that transfers the weight of a building to the underlying earth.

(Ord. O2010-017, Amended, 12/21/2010; Ord. O95-001, Added, 10/03/1995)

Section 3. A new Section TMC 15.50.033, Foundation removal, is hereby added to the Tumwater Municipal Code to read as follows:

15.50.033 Foundation removal.

A. When a structure is completely demolished all foundations and slabs must be removed unless otherwise approved by the building official.

B. If approved by the building official, foundations may remain when permit applications for replacement structures have been submitted to the city.

Section 4. TMC 15.50.035, Application requirements, of the Tumwater Municipal Code is hereby amended to read as follows:

15.50.035 Application requirements.

Application shall be made for demolition permits on forms provided by the city. An application shall also include:

A. Site plan of property where work is going to take place. This plan shall include structure(s) being demolished, including foundations, location of utilities, septic tanks, an itemized statement of valuation of demolition and restoration work to be performed, or other such items as may be required by the building official.

B. Copy of asbestos survey required by the Olympic Region Clean Air Agency.

C. Results of a pest inspection and, if necessary, a pest management plan.

D. Plans for restoring frontage improvements (curb closure, sidewalk replacement, street patch, or other items as required by the building official). These items will not be required if building permits for redevelopment have been applied for or if redevelopment is planned within six months. In such case, the cash bond will be held until building permits for redevelopment are issued or improvements are complete. Completion shall not be deferred more than six months. Temporary erosion control and public protection shall be maintained during this time.

E. A certificate of appropriateness waiver from the Tumwater historic preservation commission is required if buildings or structures are registered on the Tumwater register of historic places or districts.

F. A written work schedule for the demolition project. Included in this may be, but are not limited to, street closures, building moving dates, right-of-way work, how the site will be addressed after demolition, including, removing foundations, final grading, and erosion control, or other items as required by the building official.

G. Permit Fee. Permit fees are to be determined according to applicable fee schedules of the building code and adopted by local amendment by the city of Tumwater. The building official shall verify valuations submitted for permit purposes. The building official may require additional documentation from the applicant to verify valuations.

(Ord. O2018-007, Amended, 10/16/2018; Ord. O2010-017, Amended, 12/21/2010; Ord. O95-001, Added, 10/03/1995)

Section 5. TMC 15.50.060, Final inspection by the city, of the Tumwater Municipal Code is hereby amended to read as follows:

15.50.060 Final inspection by the city.

A final inspection shall be made when all demolition-related debris, contaminated soil, paving, concrete, foundations, and utilities have been removed from the property and disposed of properly.

(Ord. O2010-017, Amended, 12/21/2010; Ord. O95-001, Added, 10/03/1995)

Section 6. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 7. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 8. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application

thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 9. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Building Demolition Ordinance No. O2026-008



City Council, July 21, 2026

Background

The intent of the ordinance is to amend Chapter 15.50 of the Tumwater Municipal Code to address the building demolition requirements for removal of foundations, which are not currently called out in the code



Amendments

1. Amended TMC 15.50.020 *Definitions*
 - a. Added “...including foundations...” to the definition of “demolition
 - b. Added definition of foundation:
“G. “Foundation,” as defined in the International Building Code, means the structural element that transfers the weight of a building to the underlying earth.”
 - c. Added the sentence “*When permit applications for replacement structures have been submitted to the city, valuation does not include the removal of foundations.*” to the definition of “valuation”



Additions

2. Added new section TMC 15.50.033 *Foundation removal*
 - A. *When a structure is completely demolished all foundations and slabs must be removed unless otherwise approved by the building official.*
 - B. *If approved by the building official, foundations may remain when permit applications for replacement structures have been submitted to the city.*



Amendments

2. Amended TMC 15.50.035 *Application requirements*
 - a. Added “...including foundations,...” to the items required on a site plan for a demolition
 - b. Added “... how the site will be addressed after demolition, including, removing foundations, final grading, and erosion control,...” to the items included in a written work schedule for a demolition



Background and Request

Adopt Ordinance No. 02026-008, Building Demolition



TO: City Council

FROM: Grant Gilmore, Water Resources Specialist

DATE: July 21, 2026

SUBJECT: Interlocal Agreement with Thurston County and the Cities of Lacey and Olympia for the Regional Environmental Education Partnership (REEP)

1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement (ILA) with the Cities of Olympia and Lacey, and Thurston County Implementing a Regional Environmental Education Partnership on the July 21, 2026, City Council consent calendar.

This agreement was recommended for approval by the Public Works Committee at their July 9, 2026 meeting.

2) Background:

REEP is a multijurisdictional partnership between the cities of Lacey, Olympia, Tumwater, and Thurston County initiated in 2016 to formalize the collaborative work of the agencies ongoing since 1990 (2025 marks 35 years!). The ILA is a 5-year agreement providing for a shared annual work plan and budget. This 3rd iteration covers the years 2025-2029.█

REEP's primary mission is to provide environmental education and outreach in the region to help meet requirements for the Municipal Separate Storm Sewer System Permit from the Department of Ecology. Doing this as a regional partnership helps share resources and ensures consistent messaging is amplified across Thurston County.

3) Policy Support:

- Western Washington Phase II Municipal Stormwater Permit - S5(C)(2): Public Education & Outreach, S5(C)(3): Public Involvement & Education
 - Partnership - We actively partner with other jurisdictions to address regional, state, and even broader issues.
 - Environmental Stewardship - Promote community involvement in environmental programs, including highlighting local career pathways for students.
-

4) Alternatives:

Reject the agreement and terminate a 35-year partnership with other local agencies, Tumwater would lose access to StreamTeam programs and would have to develop and deliver all of the education and outreach material and programs as required by the stormwater permit.

5) Fiscal Notes:

The annual budget for the city's contribution to the regional program equals \$14,400 funded by the Stormwater Utility year over year for the duration of the contract, for a total agreement cost not to exceed \$72,000.

6) Attachments:

- A. REEP Interlocal Agreement
- B. Annual Report

**INTERLOCAL AGREEMENT BETWEEN THURSTON COUNTY
AND THE CITIES OF LACEY, OLYMPIA, AND TUMWATER
IMPLEMENTING A REGIONAL ENVIRONMENTAL EDUCATION PROGRAM**

This agreement ("Agreement") is made and entered into by and between Thurston County, a subdivision of the State of Washington, hereinafter, "COUNTY" and the Cities of Lacey, Olympia, Tumwater, and Yelm, municipal corporations, hereinafter, "CITIES", collectively referred to as the "PARTNERS".

WHEREAS, the Federal Clean Water Act, 33 U.S.C. § 1251 et seq. and the Phase II Stormwater Final Rule promulgated by the U.S. Environmental Protection Agency ("EPA") require the operators of certain municipal separate stormwater sewer systems ("MS4") to obtain National Pollutant Discharge Elimination System ("NPDES") permit coverage; and

WHEREAS, in Washington State, the EPA has delegated authority for the Federal Clean Water Act, including development and administration of the Phase II municipal stormwater management program, to the Washington State Department of Ecology ("Ecology"); and

WHEREAS, the Washington State Department of Ecology requires owners or operators of a municipal separate storm sewer system to obtain coverage under a Western Washington Phase II Municipal Stormwater Permit (PERMIT); and

WHEREAS, Thurston County and the Cities of Lacey, Olympia, Tumwater, and Yelm have all applied for separate coverage under the PERMIT; and

WHEREAS, mutual benefits will accrue to the parties hereto and the people which each serves in the cooperative implementation of the Regional Environmental Education Partnership ("PARTNERSHIP"), and

WHEREAS, the Interlocal Cooperation Act, chapter 39.34 RCW, further authorizes the parties hereto to enter into this Agreement; and

WHEREAS, Permittees are required by PERMIT Section S5.C.2 to provide stormwater education and outreach programs designed to achieve measurable reductions in behaviors that cause or contribute to adverse stormwater impacts; and

WHEREAS, coordination among Permittees with adjoining or shared geographic areas is encouraged by Washington State Department of Ecology and enhances access to federal, state, and other financial and technical support; and

WHEREAS, customers of the PARTNERSHIP share media sources and benefit from consistent messaging and programs across city and county boundaries; and

WHEREAS, municipal resource efficiency is increased, and cost savings are realized through sharing expertise, expenses, and staff time to gain economies of scale and avoid duplication; and

WHEREAS, Thurston County, and the cities of Lacey, Olympia, Tumwater, and Yelm desire to continue working together under a PARTNERSHIP to coordinate joint development and implementation of stormwater education and outreach program;

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTNERS:

1. **PURPOSE**. The purpose of this Agreement is to provide a mechanism through which the PARTNERS voluntarily collaborate in the development, implementation and funding of stormwater education and outreach messages, materials, activities and program assessment tools for the general public, businesses and other priority audiences as required by the PERMIT and other stormwater needs.
2. **AGREEMENT SCOPE**. The PARTNERS shall prepare an annual Work Plan to describe regional stormwater education and outreach project and program priorities, coordination, and jurisdictional roles and responsibilities. The annual Work Plan shall be reviewed and approved in writing by the PARTNERSHIP managers each year and should occur no later than October 31st of the preceding year to ensure sufficient time to approve the Work Plan by the year's end. Programs within the Work Plan should strive to include baseline data and, where applicable, resulting data following program implementation. Any available pre/post data should be used to assess programmatic strengths and weaknesses and to inform subsequent efforts. In the event an annual Work Plan is not approved prior to December 31st of the preceding year, the existing Work Plan will remain in effect until a new Work Plan is agreed upon by the PARTNERS.
3. **STORMWATER EDUCATION AND OUTREACH PROGRAM**. In accordance with PERMIT Section S5.C.2, which is incorporated by reference, the regional stormwater education and outreach program described in the Work Plan shall be designed to:
 - Build general awareness about methods to address and reduce impacts from stormwater runoff;
 - Effect behavior change to reduce or eliminate behaviors and practices that cause or contribute to adverse stormwater impacts; and
 - Create stewardship opportunities that encourages community engagement in addressing the impacts from stormwater runoff.

Further, it shall address the minimum performance metrics dictated by PERMIT Section S5.C.2, which are as follows:

- a. Each Permittee shall implement an education and outreach program. The program design shall be based on local or regional (or a combination of both) water quality information and priority audience characteristics to identify high priority audiences, subject areas, and/or Best Management Practices (BMPs). Based on the priority audience's demographic, the Permittee shall consider delivering its selected messages in language(s) other than English, as appropriate to the priority audience.
- i. ***General awareness***. To build general awareness, Permittees shall annually select, at a minimum, one priority audience and one subject area from either (a) or (b):
 - (a) *Priority audiences*: General public (including overburdened communities, school age children, college/university, or trade

students) or businesses (including home-based, or mobile businesses). Subject areas:

- General impacts of stormwater on surface waters, including impacts from impervious surfaces.
- Messaging about pollution generating activities associated with home/building maintenance.

(b) *Priority audiences:* Engineers, contractors, developers, property owners/managers, or land use planners. Subject areas:

- Technical standards for stormwater site and erosion control plans.
- LID principles and LID BMPs.
- Stormwater treatment and flow control BMPs/facilities.
- Source control BMPs for building materials to reduce pollution to stormwater, including but not limited to stormwater pollution from PCB-containing materials.

(c) Permittees shall provide subject area information to the priority audience on an ongoing or strategic schedule.

ii. ***Behavior change.*** To affect behavior change, Permittees shall select, at a minimum, one priority audience and one BMP.

(a) *Priority Audiences:* Residents, landscapers, property managers/owners, developers, school age children, college/university, trade students, or businesses (including home- based or mobile businesses).

BMPs:

- Use and storage of: pesticides, fertilizers, and/or other household chemicals.
- Use and storage of: automotive chemicals, hazardous cleaning supplies, carwash soaps, and/or other hazardous materials.
- Prevention of illicit discharges.
- Yard care techniques protective of water quality.
- Carpet cleaning.
- Repair and maintenance BMPs for: vehicles, equipment, and/or home/buildings.
- Pet waste management and disposal.
- LID Principles and LID BMPs.
- Stormwater facility maintenance, including LID facilities.

- Dumpster and trash compactor maintenance.
 - Litter and debris prevention.
 - Sediment and erosion control.
 - (Audience specific) Source control BMPs (refer to S5.C.8).
 - (Audience specific) Locally important, municipal stormwater-related subject area.
- (b) Social marketing campaign development. Based on the recommendation from 2024 evaluation and report, no later than July 1, 2025, each Permittee shall follow social marketing practices and methods and develop a campaign that is tailored to the community, including development of a program evaluation plan. Each Permittee shall:
1. Develop a strategy and schedule to implement the existing campaign more effectively; or
 2. Develop a strategy and schedule to expand the existing campaign to a new priority audience or BMPs; or
 3. Develop a strategy and schedule for a new priority audience and BMP behavior change campaign.
- (c) Behavior change campaign implementation. No later than September 1, 2025, begin to implement the strategy developed in S5.C.2.a.ii.(b).
- (d) Behavior change campaign evaluation. No later than March 31, 2029, evaluate and submit report on:
1. The changes in understanding and adoption of behaviors resulting from the implementation of the strategy; and
 2. Any planned or recommended changes to the campaign to be more effective; describe the strategies and process to achieve the results.
- (e) Behavior change campaign adaptive management. Permittees shall use results of the evaluation to continue to direct effective methods and implementation of the ongoing behavior change program.

Stewardship. Each Permittee shall provide, partner with, or promote stewardship opportunities to encourage residents or businesses to participate in activities or events planned and organized within the community, such as: stream teams, storm drain marking, volunteer monitoring, riparian plantings, and watershed habitat improvement. Permittees may provide, partner with, or promote stewardship opportunities created or organized by existing organizations (including non-Permittees).

4. **RELATIONSHIP OF THE PARTNERS.** The PARTNERS agree that they intend to act cooperatively pursuant to the authority of chapter 39.34 RCW to accomplish the purposes recited herein. No separate legal entity is created by this Agreement.

This Agreement shall be administered jointly by the Cities and the County. Employees of each PARTNER shall remain at all times under the direction and control of their original employer and the performance of work for any other PARTNER pursuant to this Agreement shall not change that relationship for any purpose.

5. **PAYMENT AND FUNDING.** Each PARTNER shall provide funds necessary for the execution of the annually updated Work Plan, at a cost not to exceed levels defined in Section 11.

For purposes of this Agreement, the approval and adoption of the respective annual stormwater program budgets by the County and Cities will serve as the commitment to fund each PARTNERS share of the Work Plan.

6. **COUNTY AND CITY STAFF REPRESENTATIVES.**
- The managers, identified below, shall meet annually to discuss overall management and direction of the PARTNERSHIP, and review and adopt the Work Plan prepared by staff. The managers shall represent their jurisdictions in all matters pertaining to the projects and services rendered under this Agreement.
 - Maximum staff allocations will be divided between the jurisdictions proportionate to their percent contribution based on jurisdiction population and shall be defined by the level of effort and resource availability required to fulfill the adopted annual Work Plan. These allocations represent the full capacity of each jurisdiction to contribute to a regional Work Plan.
 - Following a change of representative, PARTNERS will inform each of the other parties in writing within fifteen (15) calendar days of vacancy. The jurisdiction is responsible for ensuring the work the representative committed to in the Work Plan is fulfilled.
 - Any written correspondence shall be delivered to the addresses shown below.

	Lacey	Olympia	Tumwater	Yelm	Thurston County
Manager	Senior Stormwater Engineer	Environmental Services Supervisor	Water Resources Program Manager	Public Services Director	Senior Planner – Public Engagement
Address	420 College Street Lacey, WA 98503	PO Box 1967 Olympia, WA 98507	555 Israel Rd SW Tumwater, WA 98501	901 NW Rhoton Rd, Yelm, WA 98597	3000 Pacific Ave SE, Olympia WA 98501

7. **REPORTING.** For each year this Agreement is in effect, the PARTNERS will jointly report the progress and results of work conducted under this Agreement

by February 28th of the following year in a manner that is mutually useful in the fulfillment of PERMIT reporting requirements for public education activities, as specified in PERMIT Section S9.D.

8. **RESPONSIBILITIES OF THE PARTNERS.** It is mutually understood that PARTNERS agree to the following:
- Each of the PARTNERS will be independently responsible for the management and implementation of the projects and programs outlined for the respective jurisdiction(s) in the Work Plan. If a jurisdiction can't fulfill a task they committed to in the Work Plan, they must notify the Partners, including what can't be completed and why.
 - The projects and programs in the Work Plan will be implemented across each jurisdiction proportionate to their percent contribution, based on jurisdiction population within the MS4 permit boundary.
 - The Work Plan shall define staffing commitments and an estimated budget, including material, incentive, contracted services, and supply expenses for all costs to be shared by the Partners.
 - Non-staff costs shall be allocated proportionately based on the residential population of each jurisdiction as follows:¹

Jurisdiction	Population (2024)	Percentage ²
City of Lacey	60,380	25%
City of Olympia	57,970	25%
City of Tumwater	27,680	12%
City of Yelm	11,130	5%
Thurston County ³	77,142	33%
Total	234,302	100%

- In the event the lead jurisdiction for a task, project or program outlined in the Annual Work Plan pays a vendor or contractor for materials or services in full, the lead jurisdiction shall invoice the PARTNERS based on the cost allocation percentages listed in Section 8.d. above, to ensure equity among the jurisdictions. Invoices shall contain supporting documentation necessary for payment authorization.
- The PARTNERS will independently provide administrative services and act as financial manager for this Agreement. Where separate professional service contracts are engaged, the lead jurisdiction shall manage the contract and

¹ The population figures are obtained from [Thurston Regional Planning Council](#) and shall be updated upon this AGREEMENT's renewal.

² Percentages shown are based on the full participation of all PARTNERS.

³ Population within the Municipal Separate Storm and Sewer Systems (MS4) permit boundary.

allocate costs to the PARTNERS as outlined in Section 8.d. of this Agreement.

9. **REIMBURSEMENT.** PARTNERS shall pay the lead jurisdiction for actual expenses, not including staff time, upon presentation of a properly executed invoice. Costs shall be charged based on the cost allocation percentages listed in Section 8.d. above and paid up to the maximum annual level agreed to in Section 11 of this Agreement. Reimbursement requests will be made quarterly, and PARTNERS shall pay the lead jurisdiction within thirty (30) days of receipt of a properly executed invoice with supporting documentation.
10. **ASSIGNMENT.** The PARTNERS may assign or subcontract any portion of the services provided within the terms of this Agreement. All terms and conditions of the Agreement shall apply to any approved subcontract or assignment related to this Agreement.
11. **ESTIMATED COST AND FINANCING:** For consideration of this Agreement, the PARTNERS shall plan activities under the abovementioned Work Plan, such that estimated total costs do not exceed the Maximum Annual Cost Allocation identified below:

	Cost Per Year	Cost Per Agreement (5 years)
Lacey	30,000	150,000
Olympia	30,000	150,000
Tumwater	14,400	72,000
Yelm	6,000	30,000
Thurston County	39,600	198,000
Total	\$120,000	\$600,000

- a. For the 2026-27 biennium, Thurston County will reduce their funding levels by \$10,000 due to budget constraints. At the end of 2027, they will re-evaluate and the Thurston County CPED Director can approve to increase to normal funding levels.
- b. Each party shall make a good faith effort to participate at the funding levels necessary to fund the pro-rata share of the Agreement's Work Plan, as permitted by the adoption and approval of the annual budget. In the event a PARTNER fails to secure the necessary funding, refer to Section 12 – REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION hereafter.
- c. In the event additional funds are necessary due to increased programmatic needs, level of effort, or inflation, Partners can request additional funds for up to \$5,000 per year. If additional funds are needed beyond that, each

jurisdiction shall secure additional funds independently, or jointly through a grant application, and amend this section.

12. **REALLOCATION OF FUNDS DUE TO BUDGET REDUCTION:** Should a PARTNER fail to secure adequate funding for any or all elements outlined in the Work Plan, the PARTNER shall:
 - a. Provide written notice to the PARTNERS within thirty (30) calendar days of its budget adoption. The PARTNERSHIP Managers agree to meet within fourteen (14) calendar days thereafter to discuss the impacts of such a budget reduction. As participation for each PARTNER is contingent upon final budget approval and adoption, the PARTNERS may elect to redistribute costs or eliminate specific program elements as needed, provided that the participating PARTNERS do not exceed the maximum amounts indicated in Section 11: ESTIMATED COST AND FINANCING, unless otherwise agreed upon in writing through either subsequent agreements or addendums to this Agreement.
13. **DURATION.** This Agreement shall start January 1, 2025, and shall terminate on December 31, 2029, subject to amendment, and may be extended upon written agreement of the PARTNERS.
14. **HOLD HARMLESS AND INDEMNIFICATION.** All PARTNERS shall accept responsibility for any and all liability arising from acts of its own officers, employees, agents and contractors to the extent provided by law.
 - a. Each party agrees to indemnify, defend, and hold harmless the other party, and its officers, agents, and employees for all claims (including demands, suits, penalties, losses, damages or costs of any kind whatsoever) including costs, expenses and reasonable attorney's fees, to the extent such a claim arises or is caused by the indemnifying party's own negligence or that of its officers, agents, or employees in performance of this Agreement.
 - b. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
 - c. This section shall survive the expiration of this Agreement.
15. **SETTLEMENT OF DISPUTES.** In the event that a dispute arises under this Agreement, written notification of the nature of the dispute will be provided to the representatives designated in Section 6, herein. If resolution cannot be achieved by the representatives, the department or division director of each party shall meet and attempt to resolve the dispute. In the event the parties are unable to resolve the dispute in this manner, the dispute may be resolved by mediation or arbitration if the parties mutually agree in writing. If there is no agreement for alternate dispute resolution, any party may file a lawsuit in a court of competent jurisdiction according to the terms of this Agreement.
16. **ENTIRE AGREEMENT.** The parties agree that this Agreement is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Agreement are specifically excluded.
17. **AMENDMENTS.** The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of all parties.

18. **ADMISSION OF ADDITIONAL PARTIES.** Additional parties may be added to this Agreement upon such terms and conditions as determined by the PARTNERS. The admission of such additional parties shall be by written addendum to this Agreement, signed by the PARTNERS and the new party.
19. **TERMINATION.** Any party to this Agreement may terminate this Agreement by giving the other parties at least ninety (90) days advance written notice. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. The hold harmless and indemnification provisions of this Agreement shall survive termination or expiration of this Agreement.
20. **WAIVER.** A failure by any party to this agreement to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing signed by an authorized representative of the party and attached to the original Agreement.
21. **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Pierce or Lewis County, Washington.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all such counterparts once so executed shall together be deemed to constitute one final agreement, as if one document had been signed by all PARTNERS, and each such counterpart, upon execution and delivery, shall be deemed a complete original, binding on the PARTNERS. A faxed or email copy of an original signature shall be deemed to have the same force and effect as the original signature.
23. **SEVERABILITY.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.
24. **RECORDS.** Each PARTNER shall maintain its own public records and shall be solely responsible for responding to records requests received about the subject matter of this Agreement. Any public records requests addressed to the PARTNERS collectively, as if this Agreement created a separate legal entity, shall be deemed to be a request received by each PARTNER individually. Each PARTNER shall respond separately, unless agreed to otherwise in writing and properly documented.
25. **POSTING OR RECORDING.** Prior to its entry into force, this Agreement shall be posted upon the websites of the PARTNERS or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

Each party has caused this Agreement to be signed by its duly authorized officer or representative as of the date set forth below its signature.

SIGNATURE PAGES FOLLOW

CITY OF LACEY

City Manager

Date: _____

APPROVED AS TO FORM

City Attorney

ATTEST:

City Clerk

CITY OF OLYMPIA

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF TUMWATER

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY OF YELM

Mayor

Date: _____

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

THURSTON COUNTY BOARD OF COUNTY COMMISSIONERS

Chair

Date:

Vice-Chair

Date:

Board Member

Date:

Board Member

Date:

Board Member

Date:

ATTEST:

Clerk

APPROVED AS TO FORM:
PROSECUTING ATTORNEY
Jon Tunheim

Deputy Prosecuting Attorney

Attachment B

REEP
Regional Environmental
Education Program
2025

ANNUAL REPORT



Report Contents

Program Overview & Data	3-4
Community Events	5
Residential & Business Outreach	6-7
K-12 Education	8-9
Communications	10
Future Goals & Initiatives	10
Prioritizing Equity in Our Programs	11
Annual Budget	11



Message from the Program Coordinators

Let us introduce ourselves! The Regional Environmental Education Partnership (REEP) is a collaborative effort among the Stormwater Utilities of Lacey, Olympia, Tumwater, and Thurston County. Through Stream Team programming, we connect people to their local watersheds, raise awareness of stormwater pollution prevention, and inspire hands-on stewardship throughout the region.

Our work is made possible by interjurisdictional cooperation/collaboration, strong partnerships with community organizations, and the dedication of our volunteers. Together, we help community members develop a deeper sense of place while providing meaningful opportunities to help care for the waters that sustain our communities.

Throughout the last year, REEP engaged people across the South Salish Sea with stormwater pollution prevention outreach, interactive science programs, and hands-on science opportunities to restore local habitats. Our volunteers demonstrated their ongoing commitment by contributing hundreds of hours toward ecosystem restoration, improved water quality, and wildlife support.

Communication is central to our success, and this year we expanded channels used to connect with our audience. We continued our print and digital newsletter, strengthened our monthly email communications, and leaned into social media—especially short-form video content—to reach and engage new audiences in creative ways.

This year-in-review reflects what we accomplished together and the impact of our collective efforts. While we celebrate our progress, we also recognize that long-term success depends on continued collaboration, adaptability, and sustained investment in community capacity.

Sincerely,

Your Regional Environmental Education Program Coordinators

Thank you
to everyone who
participated, partnered,
or supported REEP in 2025.
Together, we are strengthening
our region's resiliency for today and
for future generations. If you aren't
already following us, we invite
you to join the fun and stay
connected!



Ali Brown
City of Lacey



Genevieve Becker
City of Olympia
Cameron Coronado
City of Olympia

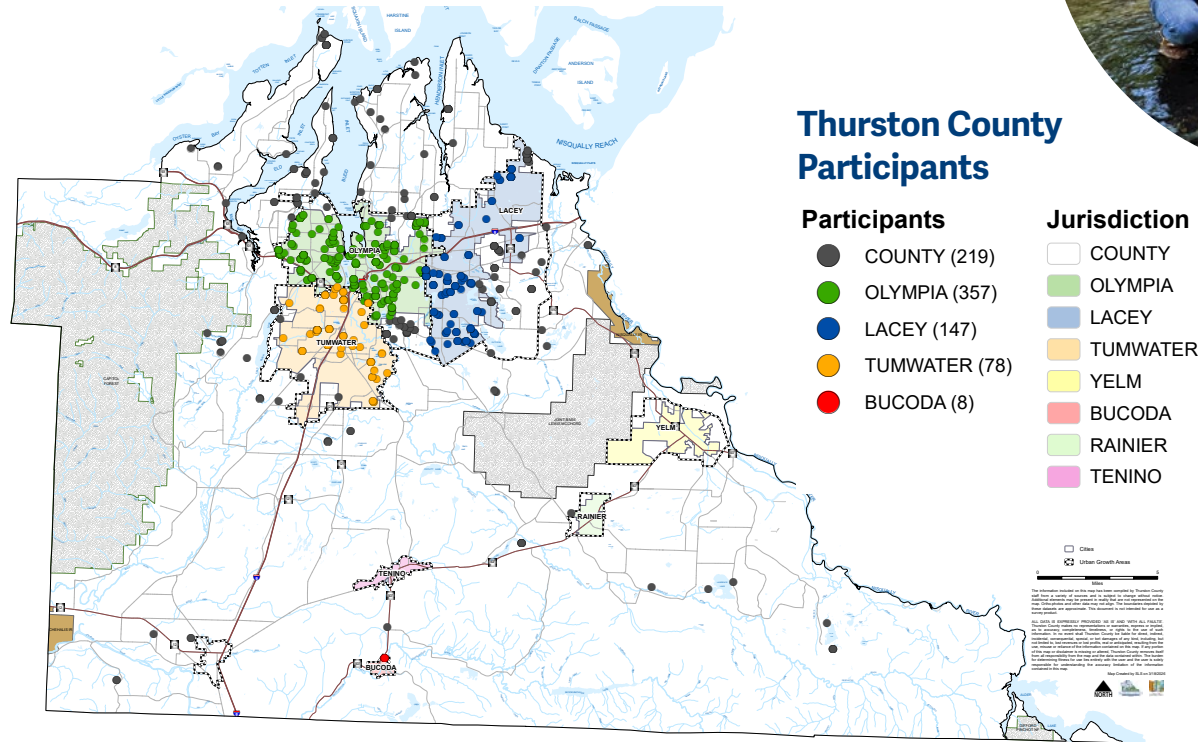


Kelsey Crane
Thurston County
Cynthia Taylor
Thurston County
Lara Tukarski
Thurston County



Grant Gilmore
City of Tumwater

Program Overview & Data



Volunteers played a vital role, contributing **approximately 1,800 hours** in 2025 to reduce stormwater pollution and improve the environment.

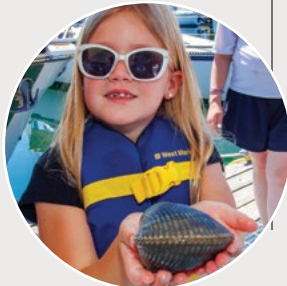


Hands-On Science, Stewardship & Education

Over 800 households from across the County participated in REEP programs. These programs provided residents with opportunities to learn about stormwater best practices for pollution prevention, and to gain direct experience in ecosystem monitoring and restoration.

Educational & Science Initiatives

- Amphibian surveys
- Macroinvertebrate surveys
- Plankton monitoring
- Marine Creature Mondays
- Salmon Stewards



Self-Guided Courses & Activities

- Stormwater facility maintenance
- Nature Sleuths
- Salmon Stewards training



Habitat Stewardship Activities

- Earth Day and MLK Day events
- Second Saturdays at Sapp Road Park
- McLane Creek Trail maintenance
- Indian Creek habitat stewardship work parties



Program Overview & Data



Habitat Conservation & Restoration

599
VOLUNTEER SLOTS
1,799
HOURS

321
UNIQUE
VOLUNTEERS
FILLED
599
VOLUNTEER
SLOTS!

	Unique Volunteers	Hours
Amphibian Monitoring Surveys	25	94
Macroinvertebrate Surveys	26	113
Marine Creature Monday Volunteer Marine Biologists	11	114
Salmon Stewards	34	363
MLK Day of Service	23	69
Second Saturdays at Sapp Road Park	60	472
Habitat Stewardship at Indian Creek	15	45
McLane Creek Trail Maintenance	54	300
Earth Day Challenge at Woodland Creek	32	96
Event Support Volunteers	41	133

Community Science & Education Programs

487
PARTICIPANTS
572
HOURS

Community Science & Stewardship

	Unique Participants	Hours
Amphibian Field Training	24	36
Salmon Stewards Online Training	33	99
Macroinvertebrate Training	32	64
Nature Sleuths Participants	110	N/A
Salmon Stewards Field Training	30	88

Pollution Prevention Education

Amphibians of the Pacific Northwest Lecture	36	72
Marine Creature Monday	213	213



Community Events

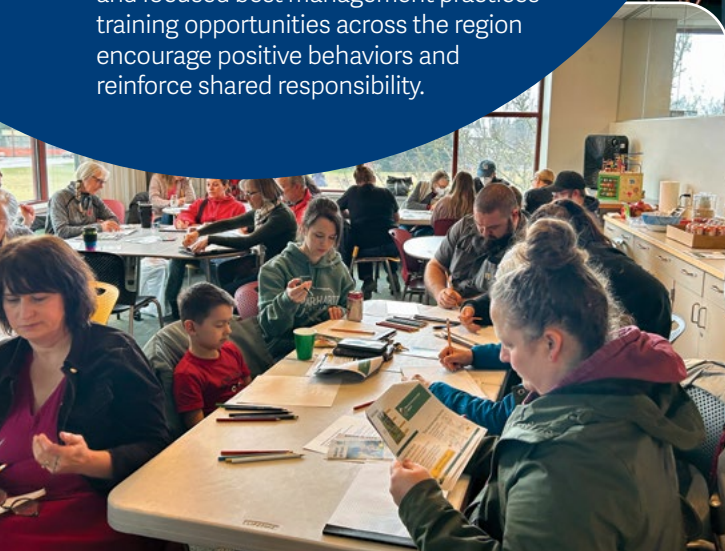
Leveraging partnerships with local organizations enables REEP to reach broader audiences and strengthen its impact across community sectors. By sharing resources and expertise, these collaborations exponentially expand environmental education and stewardship opportunities while normalizing a clean water culture throughout the region.



2,792 PARTICIPANTS • 80 EVENT HOURS • 66 EVENT VOLUNTEERS

Residential & Business Outreach

REEP's residential and business outreach programs focus on everyday actions that help protect local waters and support resilient communities. Clear and consistent messaging and focused best management practices training opportunities across the region encourage positive behaviors and reinforce shared responsibility.



Habitat at Home

Three Habitat at Home workshops launched in coordination with the Washington State Department of Fish and Wildlife. These workshops helped residents design wildlife-friendly rainscapes with increased ability to manage stormwater on site—no matter the size of space—a major accessibility win for high-density residential dwellers!

108
REGISTRATIONS

Habitat at Home Workshop: Lacey	24
Habitat at Home and Natural Yard Care Workshop: Tumwater	37
Habitat at Home: Yelm	22
Habitat at Home: Olympia	25

Puget Sound Starts Here

The Puget Sound Starts Here Campaign continued to broadcast multilingual commercials and advertisements across Puget Sound. These videos demonstrated proper tire care tips to help prevent tire wear on vehicles, a known source of the pollutant 6 PPD-q. Across Thurston County, this ad campaign reached 43,843 individuals and received 4,171 clicks through online advertisements.

Stormwater System Inspections & Maintenance

Free online training for homeowner associations, property managers, and contractors covering stormwater 101, inspection and maintenance standards, Green Stormwater Infrastructure, planning and budgeting, and pollution prevention best practices in a go-at-your-own-pace model.

**2025
Online
Stormwater
Training
Engagement**

37 ENROLLMENTS

44% PROGRESS

11% COMPLETION RATE

BEHAVIOR CHANGE CAMPAIGNS



Adopt a Drain Campaign

Olympia and Lacey both finalized contracts with Hamline University in Minneapolis to join the national Adopt a Drain behavior change campaign. This effort has thrived in the Salish Sea region, and our jurisdictions are joining Phase I permittees like Seattle and Tacoma to develop a region-wide effort to educate our communities about how pollutants enter stormwater systems. <https://wa.adopt-a-drain.org/>

Concrete Washout Brochure

In partnership with the Washington Stormwater Center and statewide stakeholders, REEP coordinators contributed to developing a concrete survey, a concrete washout best management practices (BMP) brochure, and three videos. Strategic distribution of these resources to municipal inspectors, permitting counters, and local businesses to connect with contractors on the ground will continue into 2026, as will translation services to Spanish.

Source Control Web Page

In 2025, REEP began the early stages of designing a Source Control webpage that will live on the Stream Team website.

The page will include resources on source control and business pollution prevention and will launch in 2026.

Go Green Natural Yard Care Program

Thurston County and Tumwater co-hosted an ecoPRO Certification training in the fall of 2025 with the Washington State Nursery and Landscape Association (WSNLA). We had 17 attendees in the four-day, 100%-online training. On the 5th day, attendees took an exam for certification—with an 82% for professional landscapers success rate!

Natural Yard Care Training for Landscapers

In Q4 of 2025, the REEP team—led by Thurston County and the City of Tumwater—entered into a contract with the Washington State Nursery and Landscape Association (WSNLA) for the development of a three-part video series which will become a certificate program for Spanish-speaking landscaper audiences.

To Be Developed in 2026:

Sustainable Landscape Certificate

3 video-based training modules, designed in Spanish

Sustainable Landscaping Best Practices Handout

designed in Spanish



Pet Waste Outreach

Distribution of free pet waste stations and bag dispensers to neighborhoods, multi-family housing, businesses, schools, and homeowner associations:

Jurisdiction	# Distributed
Lacey	7
Olympia	16
Thurston County	18
Tumwater	6
Joint Animal Services	
Pet Waste Inserts distributed	15,000
Bobs distributed	1,195

K-12 Education

REEP partners with South Sound Green and the Pacific Shellfish Institute to support K-12 learning focused on aquatic biology, water quality, and habitat restoration. These partnerships support Stream Team programming and engage students through hands-on, place-based learning.



Pacific Shellfish Institute (PSI)

In its 13th year, the What's Blooming? program continued its partnership with PSI, offering plankton monitoring and public outreach events. These efforts help raise awareness of local water quality issues and encourage actions that reduce stormwater pollution. In 2025, PSI hosted 12 events across Olympia, Lacey, Tumwater, and Thurston County.

LACEY

Lacey STEAM Fun Fair	400
Lacey TRL Discover Plankton Workshop	30

TUMWATER

Tumwater Falls Festival	200
Tumwater TRL Discover Plankton Workshop	16

Olympia

What's Blooming in Budd? #1	76
What's Blooming in Budd? #2	64
What's Blooming in Budd? #3	90
What's Blooming in Budd? #4	42
What's Blooming in Budd? #5	70

THURSTON COUNTY

McLane Salmon & Cider Celebration	200
Christmas in the Park	250

South Sound Green (SSG)

SSG-led classroom lessons, field studies, and community activities help students explore and understand their connections to shellfish, marine life, and watershed health.



Nearshore / Salmon / Refuge @ KMS, NTHS, THS, THS

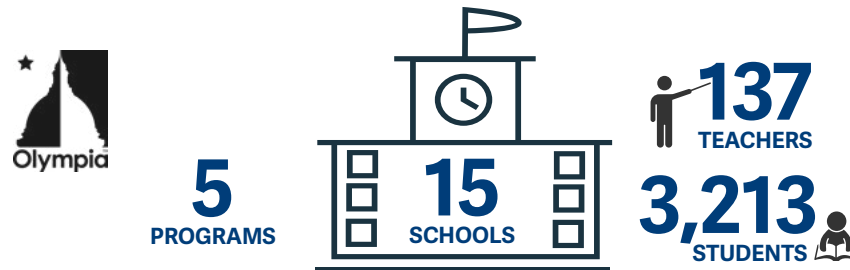
Stream Bug Labs + Classroom Lessons @ THS

Student GREEN Congress @ LKES

Teacher PD @ KMS, LKES, NTHS, SMS

Water Quality Testing @ CPES, HES, KMS, LES, LKES, MVES, SMU

Lacey Schools: Chambers Prairie ES (CPES), Horizons ES (HES), Komachin MS (KMS), Lacey ES (LCES), Lakes ES (LKES), Mountain View ES (MVES), North Thurston HS (NTHS), Salish MS (SMS), St. Martins University (SMU), Timberline HS (THS).



Nearshore / Salmon / Refuge @ GES, HES, JMS, LES, MES, MKES, MMS, ORLA, PES, RES, RMS, WAMS

Restoration @ MMS, ORLA, RMS

Stream Bug Labs + Lessons @ AHS, GES, HES, LES, MES, MKES, MMS, OHS, ORLA, PES, RES, WMS

Student GREEN Congress @ LES, MMS, NMS, ORLA, PES, RES, RMS

Teacher PD @ GES, HES, JMS, MMS, OHS, PES, RES, RMS, WMS

Water Quality Testing @ AHS, GES, HES, LES, MKES, MMS, NMS, ORLA, PES, RES, RMS

Olympia Schools: Avanti HS (AHS), Garfield ES (GES), Hansen ES (HES), Jefferson MS (JMS), Lincoln ES (LES), Madison ES (MAES), Marshall MS (MMS), McKenny ES (MCES), NOVA MS (NMS), Olympia HS (OHS), ORLA (ORLA), Pioneer ES (PES), Reeves MS (RMS), Roosevelt ES (RES), Washington MS (WAMS).



PSI:
11
 EVENTS
1,438
 CONTACTS
 +
16
 SOCIAL POSTS
 WITH
2,799
 CONTACTS
 =
4,237
 IMPRESSIONS

SSG: 62 VOLUNTEERS AT 72 EVENTS GAVE 132.5 VOLUNTEER HOURS



5
PROGRAMS



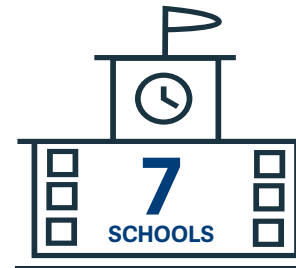
91
TEACHERS
2,102
STUDENTS

Nearshore / Salmon / Refuge @ BHES, CES, EOES, LPBES, MES, PGES, RHS, SH, TCCH, TCJD
Stream Bug Labs + Classroom Lessons @ BHES, CES, LPBES, MES, PGES, SBES
Student GREEN Congress @ BHES, CES, OVES, PGES, SBES
Teacher PD @ EOES, PGES, RES
Water Quality Testing @ BHES, CES, MES, OVES, PGES, RHS, SBES

Thurston County Schools: Boston Harbor ES (BHES), Centennial ES (CES), E Olympia ES (EOES), LP Brown ES (LPBES), McLane ES (MES), NOVA MS (NMS), Olympic View ES (OVES), Pleasant Glade ES (PGES), Rainier ES (RES), Rainier HS (RHS), South Bay ES (SBES), Summit Homeschool (SH), Thurston County Co-op Homeschool (TCCH), TC Juvenile Detention (TCJD).



5
PROGRAMS



53
TEACHERS
1,309
STUDENTS

Nearshore / Salmon / Refuge @ BLES, PGSES
Stream Bug Labs + Classroom Lessons @ BHHS, BLES, PGSES, THS, THES, TMS
Student GREEN Congress @ PGSES
Teacher PD @ BLES, MTSES, PGSES, THES
Water Quality Testing @ BHHS, BLES, PGSES, THS, THES

Tumwater Schools: Black Hills HS (BHHS), Black Lake ES (BLES), Michael T. Simmons ES), Peter G. Schmidt ES (PGSES), Tumwater HS (THS), Tumwater Hill ES (THES), Tumwater MS (TMS).

Communications

In 2025, REEP reached our community through a mix of print and digital communication.

Quarterly Stream Team Newsletter

Articles covering stormwater best practices, wildlife features, youth activities, upcoming events, watershed updates, volunteer highlights, and green and gray stormwater infrastructure education.



Electronic Quarterly Newsletters Sent:



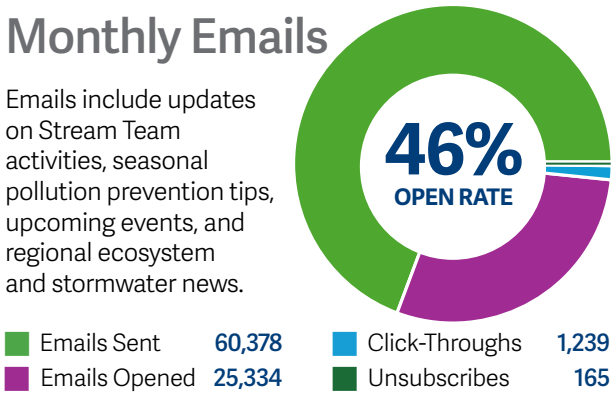
Social Media

Programming engaged the community through online platforms like YouTube, Instagram, and Facebook.

FACEBOOK 	
Total Page Views	4,445
New Page Likes	174
Total Page Likes (Followers)	2,876
Average Monthly Reach	7,216
Average Monthly Engagement	127
INSTAGRAM 	
Total Followers	1,329
Average Number of Monthly Posts	19.91
Average Monthly Engagement	224
You Tube 	
Total Video Views	6,375
Impressions	40,480
Impression Click-Through Rate	7.7%
Hours of Video Watched	114.4
Subscribers	332

Monthly Emails

Emails include updates on Stream Team activities, seasonal pollution prevention tips, upcoming events, and regional ecosystem and stormwater news.



Website

In 2026, we will embark on major website updates—transforming our current Reference Library into a new and improved **Learning Library**. Soon, you'll have a more interactive and accessible way to explore our resources without the clunkiness! Stay tuned for even more innovative ways we'll engage with you in 2026 and beyond.

TOTALS	Total Users	15,066
	New Users	15,015
	Total Page Views	23,185
TOP	Home Page Views	11,781
	Events Page Views	4,158
	Newsletter Page Views	672
ACTIONS	Actions/Car Washing & Car Care Page Views	283
	Actions/Lawn Care Page Views	300
	Actions/Pet Waste Page Views	294
	Actions/Native Plants Page Views	291
REFERENCE LIBRARY	Reference Library Home	215
	Car Wash Reference Library	42
	Car Leaks Reference Library	51
	Climate Reference Library	56
	Home Stewardship Reference Library	76
	Native Plants Reference Library	102
	Pet Waste Reference Library	47
	Yard Care Reference Library	83
VIDEOS	Wildlife Reference Library	71
	Bat Videos	164
	Marine Creature Mondays Videos	170
	Purple Martin Videos	94
SOURCES	Salmon Videos	215
	Source: Direct	8,338
	Source: Social	1,239
	Source: Referral	1,210



Future Goals & Initiatives

Looking ahead to 2026 and beyond, REEP will:

- Review existing programs to identify accessibility barriers, update content, and improve efficiency
- Expand online training opportunities
- Refine communication strategies to better serve diverse audiences
- Provide clear, data-driven, and engaging content aligned with real-time seasonal and climate conditions
- Share practical actions that support an empowered and thriving community

Building Equity in Our Programs

Making Equity a Priority

Monthly REEP Coordinator meetings resulted in the 2025–2027 REEP Equity Action Plan. This document provides a SMART framework for strengthening capacity, building partnerships, implementing meaningful actions, and tracking progress.

In 2025, REEP expanded equity efforts by partnering with organizations such as Puget Sound Estuary, the Washington Nursery and Landscape Association, Washington Department of Fish and Wildlife, and Olympia, Tumwater, North Thurston, and unincorporated Thurston County School Districts. Outreach materials were translated and adapted into Spanish, and program adjustments were made to improve cultural relevance and accessibility.



Key Focus Areas

Habitat at Home workshops, updates to the Stream Team Newsletter, increased Nature Sleuthing missions, accessibility features, and cross marketing helped broaden participation and deepen community engagement.

- Capacity building
- Strengthening relationships/partnerships
- Creating SMART goals
- Improving program effectiveness
- Co-creating resources to fit the language and culture of our audience
- Increased short-form video and reach across socials

Celebración del Salmón

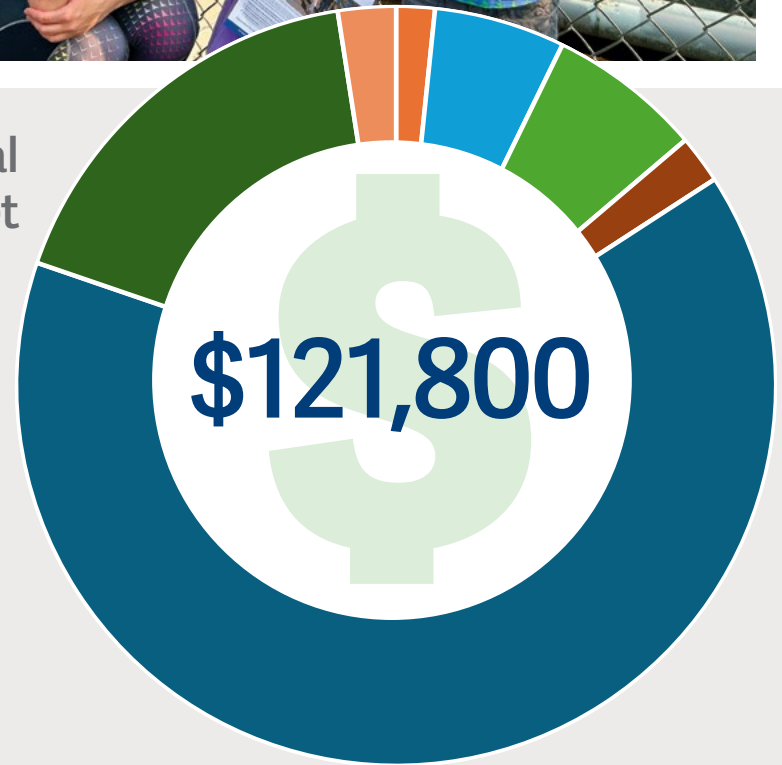
In partnership with the Washington Department of Fish and Wildlife, Pacific Education Institute, and Xquenda Chapulin LLC, REEP co-hosted the second annual Celebracion del Salmon for Latin Conservation Week at Brewery Park at Tumwater Falls. More than 200 people attended this event, which offered Spanish-language educational content.

Participants explored Pacific salmonid migration and life history, Chinook hatchery practices, and salmon anatomy through dissection. The experience also included storytelling about the salmon life cycle and hands-on arts and crafts celebrating these keystone species and their role in the ecosystem.

This collaborative event led to the generation of many Spanish language educational materials and further fortified partnerships in our community.



Annual Budget



Administration, Planning & Reporting	\$2,000
Audience Expansion	\$6,800
Behavior Change	\$8,000
Business Pollution Prevention & Stormwater Education	\$2,500
Communications Channel Development & Maintenance	\$78,450
Hands-On Science, Stewardship & Education Programs	\$21,050
Residential Stormwater Outreach	\$3,000



REEP 2025

Regional Environmental Education Program



Acknowledgments

We extend our sincere thanks to all partners, volunteers, and supporters who contributed to REEP's efforts and offerings in 2025. Special appreciation goes to South Sound Green, Pacific Shellfish Institute, Puget Sound Estuarium, Xquenda Chapulin LLC, Washington Department of Fish and Wildlife, Washington Department of Natural Resources, U.S. Fish and Wildlife Service, Washington State Department of Ecology, local officials, and Washington State departments and collaborators.

Your commitment helps make the South Sound a healthier place for the human, plant, and wildlife communities that depend on it.

TO: City Council

FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director

DATE: July 21, 2026

SUBJECT: Interlocal Agreement (ILA) with the LOTT Clean Water Alliance (LOTT) for Mutual Services

1) Recommended Action:

Approve and authorize the Mayor to sign the Interlocal Agreement with the LOTT Clean Water Alliance for Mutual Services Agreement on the July 21, 2026, City Council consent calendar.

This agreement was recommended for approval by the Public Works Committee at their July 9, 2026 meeting.

2) Background:

The original ILA was signed on March 27, 2014, and renewed in 2019. The purpose of the agreement is to permit the parties to make the most efficient use of their resources by enabling them to cooperate by providing staff support, equipment, and materials when available on a reimbursable basis for roadway, utility, and utility appurtenance maintenance activities or cooperate on joint roadway, utility, and utility appurtenance maintenance and repair projects. It is understood that the work of the owner of the requested resources takes priority. Reimbursement covers all resources necessary to complete the work to include materials, equipment, contracted services, and staff time.

3) Policy Support:

- [RCW 39.34.010](#) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage.
 - [RCW 39.34.080](#) local governments are authorized to contract with any one or more other public agencies to perform any governmental services, activities or undertaking where each public agency entering into the contract is authorized by law to perform.
-

4) Alternatives:

- ☐ Rejecting the agreement potentially reduces the efficiency and timeliness of needed utility repairs or emergency response activities.
-

5) Fiscal Notes:

All agreed upon work completed by either LOTT or the city is reimbursable, so there is no direct financial impact. The maximum amount payable for work to be performed under this Agreement for each jurisdiction is \$100,000 per calendar year.

6) Attachments:

A. LOTT Interlocal Agreement

**MASTER INTERLOCAL AGREEMENT
BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF TUMWATER**

This **AGREEMENT** is entered into in duplicate originals between the LOTT CLEAN WATER ALLIANCE, a 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter "LOTT"), and the CITY OF TUMWATER, a municipal corporation (hereinafter "City"), pursuant to RCW 39.34.080.

WHEREAS, it is to the mutual advantage of LOTT and the City to cooperate as described herein in order to make the most efficient use of their resources to provide services and facilities within their respective Jurisdictions; and

WHEREAS, RCW 39.34.080 authorizes a public agency to contract with another public agency to perform any governmental service, activity, or undertaking that each public agency is authorized by law to perform;

NOW THEREFORE, by virtue of RCW 39.34.080 and in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, **IT IS MUTUALLY AGREED AS FOLLOWS:**

**I
GENERAL**

- 1.0 It is the purpose of the Agreement to permit the parties to make the most efficient use of their resources by enabling them to cooperate on roadway and utility construction, maintenance, and repair activities by providing contractor support, staff support, equipment, and materials when available on a reimbursable basis.
- 1.1 This will be done with the understanding that the work of the owner from whom resources have been requested takes priority. This Agreement sets forth all terms and conditions agreed upon by LOTT and the City and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.

**II
DURATION**

- 2.0 This Agreement shall become effective as of the date of the last authorizing signature affixed hereto and shall remain in effect until terminated as provided for herein. Prior to becoming enforceable, this Agreement shall be executed by both parties and recorded with the Thurston County Auditor's Office or posted upon the websites or other electronically

retrievable public source as required by RCW 39.34.040.

III REQUEST FOR SERVICES

- 3.0 Each request for service shall be submitted by the authorized official or designee on behalf of each entity. Each request for service shall be in writing using the Request for Services Form, Exhibit “A”, and shall specify the particular service required, the amounts and types of labor, equipment, and material required, the location of the work, the estimated cost of the work, when the work is to be performed, and other information pertinent to the request. Upon receipt of the request, the party which has been requested to supply the service shall indicate their acceptance or rejection of the request, have the request reduced to a writing that complies with RCW 39.34 et seq. and signed by their authorized official, and return one copy to the requesting party. The authorized official for LOTT is the Executive Director and for the City of Tumwater is the City Administrator or designee. In cases of emergency, as declared in writing by the official at the requesting agency authorized to do so, the request and approval may be verbal, but must be documented in writing within 48 hours of the verbal request. In some instances, it may be necessary for one or both Parties to obtain the authorization of their respective governing body as a pre-requisite to provide services under this Agreement or, in the case of an emergency, for the governing body to review the services provided.
- 3.1 The party that accepts the request for service agrees to perform, or cause to be performed, all work and furnish, or cause to be furnished, all materials and equipment required to procure and perform the work described in the Request for Services. The work shall be procured and performed in accordance with this Agreement and all applicable city, state, and federal laws, policies, and regulations applicable to each Party.

IV PAYMENT

- 4.0 The parties to this Agreement agree that the party receiving services under this Agreement shall reimburse the party providing the services for their actual direct and related indirect costs. Upon request of the providing party, the party receiving services shall make partial payments to cover out of pocket costs incurred. These payments are not to be more frequent than once per month. It is agreed that such partial payment will not constitute agreements as to the appropriateness of any item or to the reasonableness of the cost incurred. Neither party may incur costs on behalf of the other beyond that expressed in their written agreement to perform services without first obtaining the requesting party's written consent.

- 4.1 The maximum amount payable for work to be performed under this Agreement for each jurisdiction is \$100,000 per calendar year.

V

RECORDS RETENTION AND AUDIT

- 5.0 During the progress of the work and for a period not less than six (6) years from the final date of payment, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection and audit by either party and/or the state and federal government. Copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the 6-year retention period. The Parties agree that any requirements under the Washington Public Records Act and RCW 40.14 that exceed the six-year requirement described herein shall be complied with.

VI

CARE AND MAINTENANCE OF EQUIPMENT

- 6.0 The parties agree that any time a request is made for the use of equipment, the requesting party shall be responsible for the proper care, maintenance, and security of the equipment until the equipment is returned to the owner. Any damage, other than normal wear and tear, will be the responsibility of the party in possession of the equipment at the time the equipment is damaged.

VII

RIGHT OF ENTRY

- 7.0 The parties to this Agreement hereby grant and convey to each other the right of entry upon all land in which the parties have interest, within or adjacent to the right of way of the highway, road, or street for the purpose of accomplishing all work or services requested as part of this Agreement.

VIII

RELATIONSHIP OF PARTIES

- 8.0 The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party. This Agreement is for the benefit of the parties, and no third-party beneficiary relationship is intended. No separate legal entity and no joint organization are created by this

Agreement. No common budget is to be established. No personal or real property is to be jointly acquired or held.

IX HOLD HARMLESS AND INDEMNIFICATION

- 9.0 The City shall hold harmless, indemnify, and defend LOTT, its officers, officials, employees, and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of the City's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes the City's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 9.1 LOTT shall hold harmless, indemnify, and defend the City, its officers, officials, employees, and agents solely for third party claims relating to bodily injury, sickness or death, or real or personal property damage or destruction and loss of use thereof, including costs and attorney's fees in defense thereof, caused by or arising out of LOTT's negligence in the performance of its obligations under this Agreement. It is further specifically and expressly understood that the indemnification provided herein constitutes LOTT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- 9.2 The City's obligations hereunder shall not extend to bodily injury, sickness, or death caused by or arising out of the sole negligence of LOTT, its officers, officials, employees, or agents.
- 9.3 LOTT's obligations hereunder shall not extend to bodily injury, sickness, or death caused by or arising out of the sole negligence of the City, its officers, officials, employees, or agents.
- 9.4 In the event of the concurrent negligence of the parties, the City's obligations hereunder shall apply only to the percentage of fault attributable to the City, its officers, officials, employees, or agents.
- 9.5 In the event of the concurrent negligence of the parties, LOTT's obligations hereunder shall apply only to the percentage of fault attributable to LOTT, its officers, officials, employees, or agents.
- 9.6 The provisions of this Section IX shall survive the expiration or termination of this Agreement and completion of the request for services.

X INSURANCE

- 10.0 Both parties shall maintain Commercial General Liability or equivalent for bodily injury, personal injury, and property damage, subject to limits of not less than \$2,000,000 per loss. The general aggregate limit shall apply separately to this Agreement and be no less than \$2,000,000. Participation in a governmental self-insured risk pool shall fulfill the above stated coverage requirements. An Evidence of Coverage acknowledgement letter from the jurisdictions' risk pools will be provided to each party. Other insurance coverage that may be unique to the work performed will be included in the written agreement following the acceptance of a request to perform work, as more particularly referred to in Section III herein.
- 10.1 Both parties shall maintain workers' compensation insurance as required by Title 51 RCW and shall provide evidence of coverage to the other party upon request.
- 10.2 Both parties shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced with written notice mailed to each party.

XI TERMINATION

- 11.0 Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. In exercising its right to termination, the Parties agree to act reasonably to minimize any costs associated with the overall project and the work specifically being undertaken pursuant to this Agreement.

XII LEGAL RELATIONS

- 12.0 No liability shall attach to the parties by reason of entering into this Agreement except as expressly provided herein.

XIII ADMINISTRATION AND NOTICE

- 13.0 The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for

coordinating and monitoring performance under this Agreement. Wherever written notice is required under this Agreement, such notice shall be provided to the representatives designated below. In the event such representatives are changed, the party making the change shall notify the other party.

- 13.1 The City's representative shall be the Director of Water Resources & Sustainability, 555 Israel Road SW, Tumwater, WA 98501, 360-754-4140, desmith@ci.tumwater.wa.us.
- 13.2 LOTT's representative shall be the Contract Manager, 500 Adams Street NE, Olympia, WA 98501, 360-664-2333, contracting@lottcleanwater.org.
- 13.3 A notice shall be deemed to have been validly given if:
 - a. Delivered in person to the individual designated by a party to accept delivery, to a member of the firm, to an officer of the corporation, or to an agent acting on behalf of the foregoing; or
 - b. Sent to the attention of the designated representative by United States mail, postage prepaid, to the last business address provided; or
 - c. Sent to the attention of the designated representative by email to the last email address provided.
- 13.4 Any notice required under this Agreement shall become effective three (3) calendar days following the date of deposit in the United States Postal Service or on the date of delivery for delivery in person or by email.

XIV

CHANGES, MODIFICATIONS, AND AMENDMENTS

- 14.0 This Agreement may be changed, modified, amended, or waived only by written agreement executed by the authorized officials of both parties hereto.

XV

GOVERNING LAW AND VENUE

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

**XVI
WAIVER**

- 16.0 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

**XVII
SEVERABILITY**

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

**XVIII
EQUAL OPPORTUNITY TO DRAFT**

- 18.0 The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that such party drafted the ambiguous language.

****** SIGNATURES ON THE FOLLOWING PAGE ******

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last signed below.

City of Tumwater

LOTT Clean Water Alliance

By: Leatta Dahlhoff

Its: Mayor

Date: _____

By: Matthew J. Kennelly, P.E.

Its: Executive Director

Date: _____

ATTEST: _____

Melody Valiant, City Clerk

ATTEST: _____

Amy Earley, Corporate Secretary

Approved as to form

Karen Kirkpatrick, City Attorney

REQUEST FOR SERVICES
EXHIBIT A
TO
MASTER INTERLOCAL AGREEMENT
BETWEEN LOTT CLEAN WATER ALLIANCE AND CITY OF TUMWATER

TITLE

SCOPE OF PROJECT

COST ESTIMATE (Itemization to be attached)
Labor \$ _____
Materials \$ _____
Equipment \$ _____
Other \$ _____
TOTAL \$ _____

LOCATION OF WORK

START DATE

COMPLETION DATE

PROJECT CONTACTS
LOTT Clean Water Alliance

City of Tumwater

CONCURRENCE

LOTT Clean Water Alliance

City of Tumwater

TO: City Council
 FROM: Brad Medrud, Community Development Director
 DATE: July 21, 2026
 SUBJECT: Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment 4

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment 4.

The agreement was recommended for approval on the consent calendar at the July 15, 2026, General Government Committee meeting.

2) Background:

Working together with the Port of Olympia and large group of stakeholders, the City is preparing the Bush Prairie Habitat Conservation Plan (HCP) with consultant assistance from ICF Environmental Inc. The HCP is required as part the City and Port's incidental take permit application with U.S. Fish and Wildlife for the Olympia subspecies of the Mazama pocket gopher, the streak-horned lark, the Oregon spotted frog, and the Oregon vesper sparrow.

The goal of the HCP is to allow responsible growth to occur in the City, while providing superior species protection over what an ad-hoc, case by case permitting approach is currently providing. It is the intent of the HCP to cover all actions by private and public landowners that require City development approvals.

The HCP will allow operations and maintenance, recurring activities, and development to occur in some areas frequented by endangered species, offsetting any habitat loss with other, contiguous mitigation sites.

If the Bush Prairie HCP were not completed, development in a large portion of the City from small additions to single-family houses to larger development, as well as the City and Port's ongoing operations and maintenance activities would require individual HCPs and incidental take permits U.S. Fish and Wildlife.

The fourth amendment to the Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment describes how the costs for the HCP Phase 4 ICF Service Provider Agreement Amendment #1, which was approved for signature by the City Council in June 2026 will be shared by the City and Port in 2026 and 2027.

The General Government Committee was briefed on the service provider agreement on July 15, 2026.

3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Support active measures to protect and enhance Tumwater's natural environment.

Comprehensive Plan Conservation Element Policy C-15.2: Protect, preserve, and restore habitats for species identified as endangered, threatened, or sensitive by the State or federal government, giving special consideration to measures necessary to preserve or enhance suitable habitat.

4) Alternatives:

☐ None.

5) Fiscal Notes:

The attached amendment to the Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan is funded in part by federal grants administered by WDFW and the City and Port funds.

6) Attachments:

- A. Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment 4
- B. Presentation

**FOURTH AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Fourth Amendment ("Fourth Amendment") is dated effective this _____ day of _____, 2026, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. The CITY and the PORT entered into the Third Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated February 21, 2024, that added additional responsibilities for the parties and extended the Agreement until December 31, 2028 ("Third Amendment").

E. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

F. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement and add additional activities to the Agreement.

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

1. Agreement.

Section 1 of the Agreement shall be amended to add additional responsibilities of the parties, as follows:

- A. The City will maintain and fulfill the grant financial commitment for the HCP Phase 1 grant completion of \$58,000.00 in cash matching funds and \$30,000.00 of in-kind matching funds;
- B. The Port will be responsible for additional funding not to exceed \$58,000, resulting from Port participation in the HCP Phase 1 grant that result from an expanded scope and additional process associated with inclusion of Port properties;
- C. The City of Tumwater will seek reimbursement from the Washington Department of Fish and Wildlife (“WDFW”) for activities covered under this ILA. The City of Tumwater will then bill the Port of Olympia for the Port’s portion;
- D. The City is responsible for the HCP Phase 1 grant reporting and deliverables directly to WDFW and will therefore maintain primary responsibility for project completion for the HCP Phase 1 grant;
- E. The Parties agree to apply for HCP Phase 2 grant funds jointly, with the Port working with U.S. Fish & Wildlife as lead to prepare the application. The Port and the City will jointly ensure all reporting requirements are met and deliverables submitted on time for the HCP Phase 2 grant;
- F. The Parties agree to split grant funding match obligations for HCP Phase 2 grant funds evenly in an amount not to exceed \$150,000 per party;
- G. The Parties agree to apply for grant funds for additional HCP phases jointly, as required by necessity or practicality. The City will be responsible for grant applications, reporting, and deliverables with assistance provided by the Port as required. Prior to acceptance of future phase grants, the Parties agree that grant funding match obligations will be split evenly and with an identified not-to-exceed dollar amount per Party;

- H. The HCP Phase 3 grant obligates the Parties to funding match obligations not to exceed \$39,500 per party;
- I. The HCP Phase 4 grant obligates the Parties to funding match obligations not to exceed \$74,750 per party;
- J. Future phase grants meeting the criteria listed in Paragraph G need not be incorporated into subsequent formal amendments of this Agreement;
- K. The Parties agree to share the costs of the HCP Phase 4 ICF Service Provider Agreement Amendment #1, which shall not to exceed four hundred and forty-five thousand and one hundred and seven dollars and ninety-one cents (445,107.91) that are not covered by the HCP Phase 4 grant as follows:
 - 1) The total amount of compensation that can be paid in 2026 under the HCP Phase 4 ICF Service Provider Agreement Amendment #1 is limited to two hundred thousand dollars and no cents (\$200,000.00). The Parties agree to each pay one hundred thousand dollars and no cents (\$100,000.00) in 2026.
 - 2) The amount of compensation that can be paid in 2027 under the HCP Phase 4 ICF Service Provider Agreement Amendment #1 is limited to two hundred and forty-five thousand and one hundred and seven dollars and ninety-one cents (\$245,107.91). The City agrees to pay one hundred and twenty-two thousand, five hundred and fifty-three dollars, and ninety-six cents (\$122,553.96) in 2026. The Port agrees to pay one hundred and twenty-two thousand, five hundred and fifty-three dollars, and ninety-five cents (\$122,553.95) in 2027.
- L. The Parties agree to cooperate in jointly developing and implementing mitigation measures identified as part of the HCP process, with specific allocation of mitigation costs and obligations to be determined by later agreement of the Parties prior to approval of the final HCP; and
- M. It is expected upon approval of the HCP that incidental take permits under the ESA will be issued to both Parties.

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Leatta Dahlhoff, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Alex Smith, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Port General Legal Counsel

Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment 4



City Council, July 21, 2026

Summary

The fourth amendment to the Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment describes how the costs for the HCP Phase 4 ICF Service Provider Agreement Amendment #1 will be shared by the City and Port in 2026 and 2027

Status of the Habitat Conservation Plan

- After a more than a year working closely with USFWS staff, the revised draft of the HCP was submitted to USFWS for their review on April 30, 2026
- USFWS' review is expected to take at least four months
- If the HCP is acceptable, then the NEPA/SEPA environmental review will be able to start, and the next phase of stakeholder and community involvement will begin



Interlocal Agreement

The Interlocal Agreement between the City and Port is being amended to share the costs as follows:

- For budgetary reasons, the total amount of compensation that can be spent under the service provider agreement in 2026 is limited to \$200,000 and the City and Port would each provide \$100,000
- For budgetary reasons, the total amount of compensation that can be spent under the service provider agreement in 2027 is limited to \$245,107.91 and the City would provide \$122,553.96 and the Port would provide \$122,553.95



Recommendation

The agreement was recommended for approval on the consent calendar at the July 15, 2026, General Government Committee meeting



TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: July 21, 2026
SUBJECT: Ordinance No. O2026-003, 2025-2026 Budget Amendment No. 1

1) Recommended Action:

Adopt Ordinance No. O2026-003, Budget Amendment No. 1, amending the 2025-2026 biennial budget.

This ordinance was recommended for adoption by City Council at their July 7, 2026 meeting.

2) Background:

This amendment authorizes expenditures for the purchase of the Lodge building, additional funds for the Tumwater Youth Program, increased funding for the Gary Oak tree protection measures, funding for the Thurston County Opioid Task Force, purchase of the Valley properties from LOTT, and additional funds for code enforcement.

3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

4) Alternatives:

☐ N/A

5) Fiscal Notes:

This amendment adds \$15,690 in revenue and \$62,150 in in expenditures for 2025 across all funds. For the General Fund in 2025 it decreases revenue by \$10,010 and decreases expenses by \$85,750.

For 2026 it increases revenues by \$1.3 million and increases expenses by \$5 million across all funds. Most of the increase is for a new fire truck, the Lodge building, and the transfer of opioid funds.

For the General Fund in 2026, it increases revenues by \$36,270 and increases expenses by \$975,767. Nearly all General Fund expense increases are for code enforcement and the transfer of opioid funds to the task force.

6) Attachments:

- A. Ordinance No. O2026-003
- B. Exhibit A Budget Amendment No. 1

ORDINANCE NO. O2026-003

AN ORDINANCE of the City Council of the City of Tumwater, Washington amending the 2025-2026 City of Tumwater Biennial Budget for the 2025-2026 calendar years, amending Ordinance O2024-007, as more particularly described herein.

WHEREAS, the City of Tumwater adopted Ordinance O2010-011 on May 18, 2010 electing to have a two-year fiscal biennium budget in lieu of the annual budget; and

WHEREAS, the City Council approved O2024-007, adopting the biennial budget for the fiscal period 2025-2026, on December 3, 2024; and

WHEREAS, Budget Amendments were presented and discussed at the City Council meeting on July 7, 2026; and

WHEREAS, numerous adjustments to the biennial budget are necessary to recognize updated revenue projections and adjust appropriations for various City funds.

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

Section 1. Amendment. Section 2 of Ordinance No. O2024-007, adopted December 3, 2024, is hereby further amended as follows:

The fund levels restated include the estimated resources, fund balances or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2025-2026 biennium are set forth in Exhibit “A”, and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

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

Section 3. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

Section 5. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 21st Day of July 2026.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

1st Amendment

CITY OF TUMWATER

Proposed 2025-2026 Budget Changes
All Fund Summary

Exhibit A

FUNDS BY TYPE	Change in Fund Balance [1]	+	New Revenues	=	Total New Resources	-	New Expenditures	=	Change in Ending Fund Balance	Appropriation Incr (Decr)
General Fund										
001 General Government	\$ 1,653,531	\$	26,260	\$	1,679,791	\$	895,017	\$	784,774	\$ 1,679,791
002 Public Safety Reserve	75,575	-	-	-	75,575	-	1,250,000	-	(1,174,425)	75,575
007 Permit Reserve	30,219	-	-	-	30,219	-	-	-	30,219	30,219
008 Emergency Reserve	(23,577)	-	-	-	(23,577)	-	-	-	(23,577)	(23,577)
009 Facilities Reserve Fund	85,161	-	-	-	85,161	-	-	-	85,161	85,161
012 Recreation Special Programs	27,905	46,100	-	-	74,005	20,400	-	-	53,605	74,005
015 Parks Board	23,704	-	-	-	23,704	-	-	-	23,704	23,704
016 E-Link & Fiberoptics	155,450	-	-	-	155,450	-	-	-	155,450	155,450
017 Historical Commission	10,989	-	-	-	10,989	-	-	-	10,989	10,989
018 K-9	96	-	-	-	96	-	-	-	96	96
019 US Flag Recognition Fund (new)	638	-	-	-	638	-	-	-	638	638
TOTAL GENERAL FUND AS BUDGETED	2,039,691		72,360		2,112,051		2,165,417		(53,366)	2,112,051
Special Revenue Funds										
104 Public Safety Sales Tax	\$ 101,325	\$	-	\$	101,325	\$	-	\$	101,325	\$ 101,325
105 Affordable Housing Sales Tax Fund	3,727	-	-	-	3,727	-	-	-	3,727	3,727
107 Domestic Violence Prevention Fund	361	-	-	-	361	-	-	-	361	361
108 Drug & Other Seizure Fund	(6,730)	-	-	-	(6,730)	-	-	-	(6,730)	(6,730)
109 Lodging Tax Fund	225,593	-	-	-	225,593	119,940	-	-	105,653	225,593
111 Development Fees Fund	2,917,417	-	-	-	2,917,417	1,207,397	-	-	1,710,020	2,917,417
120 Barnes Lake Management District Fund	45,991	(19,000)	-	-	26,991	189	-	-	26,802	26,991
130 Tumwater Transportation Benefit District	1,645,083	-	-	-	1,645,083	770	-	-	1,644,313	1,645,083
Debt Service Funds										
200 General Obligation Debt Service Fund	\$ 32,747	\$	-	\$	32,747	\$	-	\$	32,747	\$ 32,747
Capital Project Funds										
303 General Government CFP Fund	\$ (1,061,374)	\$	1,850,000	\$	788,626	\$ 2,740,000	\$	(1,951,374)	\$	788,626
304 Transportation CFP Fund	(2,289,168)	-	-	-	(2,289,168)	-	-	-	(2,289,168)	(2,289,168)
Proprietary Funds										
400 Water Utility Fund	\$ (2,240,888)	\$	-	\$	(2,240,888)	\$ 102,770	\$	(2,343,658)	\$	(2,240,888)
401 Sewer Utility Fund	(196,328)	-	-	-	(196,328)	(95,380)	-	-	(100,948)	(196,328)
411 Storm Utility Fund	1,569,754	-	-	-	1,569,754	(116,540)	-	-	1,686,294	1,569,754
480 Golf Course Fund	(164,318)	-	-	-	(164,318)	(73,960)	-	-	(90,358)	(164,318)
Internal Service Funds										
501 Fleet ER & R Fund	\$ 1,054,970	\$	-	\$	1,054,970	\$ 12,100	\$	1,042,870	\$	1,054,970
502 IT ER & R Fund	187,383	-	-	-	187,383	192,100	-	-	(4,717)	187,383
GRAND TOTAL	\$ 3,865,236		\$ 1,903,360		\$ 5,768,596		\$ 6,254,803		\$ (486,207)	\$ 5,768,596

TO: City Council
 FROM: Alyssa Jones Wood, Sustainability Manager
 DATE: July 21, 2026
 SUBJECT: Ordinance No.O2026-004 Residential Energy Performance Rating and Disclosure

1) Recommended Action:

Adopt Ordinance No. O2026-004 adding a new chapter 15.22 entitled *Residential Energy Performance Rating and Disclosure* to Tumwater Municipal Code Title 15 *Buildings and Construction*.

This ordinance was recommended for adoption by the General Government Committee at their July 15, 2026 meeting.

2) Background:

In March 2024 the City Council authorized the Mayor to sign an Interlocal Agreement to support the implementation of the 2024 Thurston Climate Mitigation Collaborative (TCMC) Regional Initiatives, which included the development of a draft Home Energy Score model ordinance. The Home Energy Score ordinance's purpose is to establish a home energy performance disclosure requirement at the time of listing real estate. In 2026, Thurston County and the City of Olympia adopted the model Home Energy Score Ordinance. Tumwater City Council has discussed the Home Energy Score concept at two City Council work sessions in 2026.

3) Policy Support:

City Council Strategic Plan 2026 - 2032

- Be a leader in environmental health and sustainability
 - Implement the Climate Element of the Tumwater Comprehensive Plan, inclusive of the Thurston Climate Mitigation plan.

Thurston Climate Mitigation Plan (Resolution No. R2021-001)

- Action B1.1 Residential Energy Performance Ratings.

Climate Element of the Tumwater Comprehensive Plan (Ordinance No. 2025-010)

- Action CL-4.2. Reduce energy use in existing residential buildings.
-

4) Alternatives:

- ☐ Request changes to the draft Ordinance.
 - ☐ Do not adopt the Ordinance.
-

5) Fiscal Notes:

In 2024 the city spent \$14,875 plus staff time to develop this draft model ordinance. Home Energy Score model ordinance supporting program funds not to exceed \$37,500 were included in the 2025/2026 budget related to the TCMC Interlocal Agreement. Additionally, the city included \$4,000 per year in the 2025/2026 budget for a low-income subsidy for Home Energy Score assessments should this Ordinance be adopted.

6) Attachments:

- A. Staff Report
- B. Ordinance No. O2026-004

STAFF REPORT

Date: July 15, 2026

To: General Government Committee

From: Alyssa Jones Wood, Sustainability Manager



Home Energy Score Ordinance

1. Request

Staff requests that the General Government Committee place Ordinance No. 2026-004 adding a new chapter 15.22 entitled *Residential Energy Performance Rating and Disclosure* to Tumwater Municipal Code Title 15 *Buildings and Construction*, on the July 21, 2026 City Council considerations with a recommendation to approve and authorize the Mayor to sign.

2. Background

Home Energy Score

A Home Energy Score (HES) is a score and report generated from using a U.S. Department of Energy model and tool. The model/tool uses more than 50 inputs based on a home's assets such as heating, windows, insulation, etc. to generate an energy efficiency score (1 to 10), estimated costs to operate the home by energy type, and recommendations to increase energy efficiency of the home.

Community-Led Efforts

The Thurston Climate Action Team (TCAT) organized stakeholder meetings on the topic of HES prior to 2020 and sought consensus among various stakeholders on the topic. Staff have received verbal briefings from TCAT board members and former staff involved in this effort. Other meetings and discussions may have occurred independently of TCAT efforts on the topic, but staff have not been informed of this.

Thurston Climate Mitigation Plan and Thurston Climate Mitigation Collaborative

The TCAT efforts outlined above contributed to actions B1.1 and B1.2 being included in the Thurston Climate Mitigation Plan (TCMP) which was accepted by City Council in 2021.

- **B1.1 Residential Energy Performance Ratings.** Require energy performance ratings and disclosures at homes at time of sale, lease, or rent so that owners, tenants, and prospective buyers are informed before making purchasing or rental decisions.

- **B1.2 Residential Energy Audits.** Develop and adopt policies that require residential properties to undertake an energy audit at the time of sale or during a substantial remodel. Work with financial institutions to develop mortgage products that incorporate audited energy efficiency recommendations.



The Thurston Climate Mitigation Collaborative (TCMC), of which Tumwater is a partner jurisdiction, operates within four delegated roles, pictured to the left.

The Executive Committee (EC) includes a primary and alternate member from Tumwater City Council. The Sustainability Manager serves on the Staff Team. Multiple Tumwater residents and workers serve on the Community Advisory Workgroup (CAW).

During the 2023 TCMC Annual Retreat and subsequent EC meeting, the TCMC agreed to develop a model home energy score disclosure ordinance as one of its regional initiatives in 2024. Tumwater Staff, Alyssa Jones Wood and Lacey Staff, Linsey Fields were co-leads for developing the model ordinance.

Stakeholder Engagement

At the March 5, 2024, TCMC CAW meeting, the Staff Team presented the project plan for the HES model ordinance regional initiative. At the May 7, 2024, and June 4, 2024, CAW meetings the CAW reviewed the HES Policy Memo and followed a consensus process to recommend direction for the HES model ordinance.

After the June 2024 CAW meeting, the Staff Team carried out stakeholder engagement on the topic of the HES model ordinance. This engagement was done using two methods: focus groups and interviews.

Focus Groups

The Staff Team reached out to 40 individuals from targeted stakeholder groups (realtors, mortgage brokers, building and construction industry, home and energy inspectors, first-time homebuyers, Puget Sound Energy, and low-income housing and weatherization service providers). Ultimately, 18 of those individuals agreed to be part of four in-person focus groups which were held during the week of September 16-20, 2024. Time and consulting funding was set-aside for up to two more focus group discussions if focus group participants identified stakeholders that should be engaged but were not participating already. Focus group participants, when asked, did not identify any additional stakeholder that were missing from the conversation.

Table 1. HES Focus Group participants

Name	Affiliation (if any)
Anya Myer	Thurston County Realtors Association*
Ben Fransua	Habitat for Humanity
Dietrich Schmitz	WA First Time Homebuyer Program
Doug Mah	Thurston Chamber of Commerce
Dwayne Boggs	Boggs Inspection Services
Garen Thatcher	SwiftSure Energy Services
Jessie Simmons	Olympia Master Builders
Jordan Howden	Community Action Council
Kevin Zwink	City of Lacey Code Compliance
Kim Piper	Thurston County Realtors Association*
Kristine Rompa	Puget Sound Energy
Mackenzie Winchel	Earth Advantage
Mark Shepherd	Rob Rice Homes
Nate Kilby	Right Way Home Inspectors
Nate Krebs	Community Action Council
Patrick Long	City of Tumwater Code Compliance
Polly Barber	Thurston County Realtors Association*
Thea LaCross	Thurston Housing Land Trust

*While in 2024 the Staff Team was under the impression that these participants were selected/recruited by the then President of the Thurston County Realtors Association, the Thurston County Realtors Association have since informed staff that only the President themselves can serve as a spokesperson/representative of the Thurston County Realtors Association. For clarity, this table is of affiliations, not of official representation status.

Interviews

Additionally, the Staff Team conducted one-on-one interviews with the following individuals:

Table 2. Interview participants.

Name	Affiliation	Reason
Emily Alvarez	Bay Area Regional Energy Network	Regional Home Energy Score Program Manager
Jeannie Simpson	Northwest Multiple Listing Service (NWMLS)	Coordination with NWMLS for implementation
Ian Penn	City of Eugene, Oregon	Example voluntary program
Roger Kainu	Oregon Department of Energy	Statewide coordination of HES programs throughout Oregon
Patrick Casper, Amit Sing, & John Davey	Puget Sound Energy	PSE program managers for home efficiency

Following the stakeholder engagement process, the Staff Team drafted a HES model ordinance based on feedback provided and examples of HES ordinances from around the United States. The model ordinance draft was then provided to jurisdiction staff, including management teams, for review and comment, and those comments were subsequently incorporated.

On January 27, 2025, the TCMC Executive Committee voted unanimously to recommend approval of the HES model ordinance in order for it to move forward to the jurisdiction parties for consideration.

The full packets of the Executive Committee meetings can be found at: <https://thurstonclimatecollaborative.org/executive-committee-meetings/>

The full packets of the Community Advisory Workgroup meetings can be found at: <https://thurstonclimatecollaborative.org/community-advisory-workgroup-meetings/>

City of Tumwater Climate Element

The Climate Element of the Tumwater Comprehensive Plan (Climate Element) was adopted by City Council on December 16, 2025, via Ordinance No. O2025-010. The Climate Element includes the following draft implementation actions in Appendix A:

Table 3. Screenshot of the Tumwater Climate Element Home Energy Score actions.

Policies and Implementation Actions	Lead	Period	Prioritization
CL-4.2 Reduce energy use in existing residential buildings.	WRS CDD	Start: 2026 Term of the Plan	
CL-4.2.1 Explore the feasibility of incorporating Home Energy Score disclosures for all types of dwelling units at the time of listing for sale to allow prospective buyers to make informed decisions.	CDD WRS	Start: 2026 Term of the Plan	
CL-4.2.2 Explore the feasibility of incorporating Home Energy Score disclosures for all types of rental dwelling units at the time of application to allow prospective tenants to make informed decisions.	CDD WRS	Start: 2027 Complete: est. 1-5 years	

Throughout the development of the Climate Element and the Comprehensive Plan in general, there were multiple opportunities for stakeholders to provide comment and engage in the drafting process including public meetings, open houses, online open houses, general open inboxes for feedback, in-person opportunities at the Library and drive-through food bank locations, and the Climate Policy Advisory Team. In the register of comments compiled during the Climate Element drafting and adoption process, only one comment was provided about either action listed above, and it was a comment requesting clarification of the language to be more specific about Home Energy Score disclosure, provided by a Planning Commissioner.

The register of comments was provided to City Council on July 22, 2025, and can be found here: <https://mccmeetings.blob.core.usgovcloudapi.net/tumwater-pubu/MEET-Packet-cf91657f093d41b68d046db6d374cac5.pdf> .

Actions in all Elements of the Comprehensive Plan are considered draft until they were included in a City Council approved work plan. City Council approved the Sustainability Division 2026

Work Plan on January 6, 2026, which included the Home Energy Score Ordinance for consideration of adoption or alternatives for program delivery.

2026 Efforts

Staff presented on Home Energy Score concept the February 24, 2026, City Council Work Session. After that presentation staff conducted additional outreach, including:

- Reaching out to Home Insurance providers to inquire about potential impacts to insurability.
- Reaching out to Mortgage lenders to inquire about potential impacts to mortgage insurance insurability.
- Reaching out to a property appraiser to inquire about potential impacts.
- Reaching out to the County Assessor's office to inquire about potential impacts.
- Scheduled a meeting with Northwest Multiple Listing Service (NW MLS) to discuss logistics of disclosure within their listing system.
- Attending a work session with the Thurston County Realtors Association.

Staff then provided a presentation about the Home Energy Score Model Ordinance at the May 12, 2026, City Council Work Session, where council provided feedback to bring forth a Tumwater-specific Home Energy Score ordinance for consideration.

Rental, Manufactured Home, and Stacked Multifamily Exclusion

At this time, manufactured homes and stacked multifamily housing cannot be scored using the Home Energy Score model. U.S. Department of Energy representatives have shared with staff that they are working to adapt the model to include these housing types, but they are not ready yet. When they are ready and available, staff will request direction from City Council.

Requiring a HES or energy efficiency disclosure at time of rental or lease application requires further research and logistics. To staff's knowledge there are only two examples of this in the United States: Maine (whole state) and Minneapolis, Minnesota. Staff have not abandoned this effort but have decided to move HES actions forward to City Council in multiple phases, to not delay any potential reductions in greenhouse gas emissions.

3. Differences between Tumwater's draft Ordinance and Thurston County and Olympia's adopted Ordinances

Table 4. Comparison of HES ordinance language.

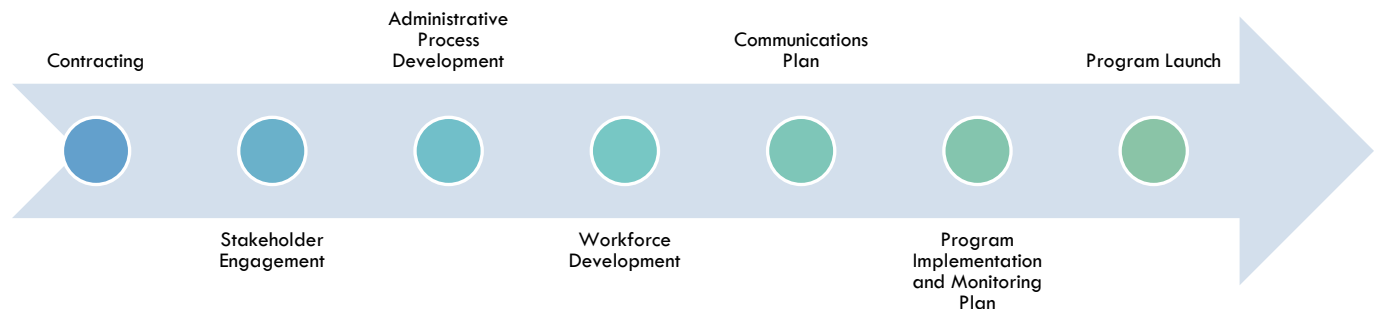
Topic/Section	Tumwater draft	Olympia Ordinance	Thurston County Ordinance	Explanation of Tumwater choice(s)
Section of Code	Chapter 15.22	Chapter 16.07	Chapter 14.36	Consistency with TMC Chapters.
Department Responsible	Water Resources & Sustainability (WRS)	Community Planning and Economic Development	Community Planning and Economic Development	The Sustainability Division is housed within the WRS Department.
Subject Buildings and Dwelling Unit	Applies to dwelling units of single-family detached dwellings, duplexes, tri-plexes, quadplexes, cottage housing, townhouses, and attached accessory dwelling units	Applies to subject buildings (single-family detached dwellings, duplexes, tri-plexes, quadplexes, cottage housing, townhouses, and attached accessory dwelling units) and the dwelling units within those.	Applies to subject buildings (single-family detached dwellings, duplexes, tri-plexes, quadplexes, cottage housing, townhouses, and attached accessory dwelling units) and the dwelling units within those.	Increase clarity.
Subsidy Qualifications	Provides subsidy criteria definition that extends the subsidy to households up to 150% Area Median Income and household receiving assistance from any federal, state, or local assistance programs.	Any household of the City of Olympia earning 80% or less than 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development.	Any household of Thurston County earning 80% or less than 80% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development, or any household that has been deemed eligible to	Council feedback to expand the subsidy program eligibility.

Topic/Section	Tumwater draft	Olympia Ordinance	Thurston County Ordinance	Explanation of Tumwater choice(s)
			participate in a low-income assistance program offered by the county or other governmental entity.	
Definition – Real estate listing	Any real estate listed publicly for sale in the city by a property owner, representative of a property owner, or a Washington state licensed real estate broker, agent, or firm. Real estate listings include any printed advertisement, internet posting, publicly displayed sign, , and other third-party listing services.	Any real estate listed publicly for sale in the city by a property owner, representative of a property owner, or a licensed real estate agent. Real estate listings include any printed advertisement, internet posting, or publicly displayed sign, including Regional Multiple Listing Service, Craigslist, Nextdoor and other social media platforms, Redfin, Zillow, Trulia, and other third-party listing services.	Any real estate listed publicly for sale in the county by a property owner, representative of a property owner, or a licensed real estate agent. Real estate listings include any printed advertisement, internet posting, or publicly displayed sign, including Regional Multiple Listing Service, Craigslist, Nextdoor and other social media platforms, Redfin, Zillow, Trulia, and other third-party listing services.	Still covers all platforms explicitly listed in Olympia and Thurston County ordinances but is more concise.
Requirements	No requirement for the seller to maintain a copy of the report and removed redundant mention of providing a copy to	Seller must maintain a copy of the report for five years and provide it to the director upon request. Included repeated requirement to provide a copy	Seller must maintain a copy of the report and provide it to the director upon request. Included repeated requirement to	Staff received confirmation that copies of the report are kept indefinitely by U.S. Department of Energy and can be provided to the

Topic/Section	Tumwater draft	Olympia Ordinance	Thurston County Ordinance	Explanation of Tumwater choice(s)
	prospective homebuyers, as the report is required to be publicly available.	of report to prospective homebuyers.	provide a copy of report to prospective homebuyers.	director at any time. The requirement for the inclusion of the score and report in all real estate listings is sufficient.
Violation	It is a violation for any person to fail to comply with the requirements of this chapter or to misrepresent any material fact in a document required to be prepared or disclosed by this chapter. Civil enforcement of the provisions of this chapter shall be governed by TMC Chapter 1.10 Civil Enforcement of Code.	Includes a section on penalties that repeats Olympia Code OMC 4.40 inclusive of fines and timelines, in addition to the violation language used by Thurston County.	It is a violation of this chapter for any person to fail to comply with the requirements of this chapter or to misrepresent any material fact in document required to be prepared or disclosed by this Chapter. Enforced through County Title 26.	Clarity and lacking redundancy for cleaner code.
Effective Date	May 1, 2027	May 1, 2027	March 17, 2027	Consistency with the latest date for ease of regional implementation.

4. Program Development Plan

The HES disclosure requirement will take effect in Thurston County and Olympia in Spring 2027, one year after their ordinance adoption. Key steps to prepare for HES Program implementation are listed below with approximate timelines for each.



1. Contracting (May–August 2026)

- Thurston County will hold the contract with the U.S. Department of Energy and Implementation Partner for the TCMC partners.
 - Thurston County issued a Request for Qualifications and Quotes (RFQQ) for an HES Program Implementation Partner to support program launch and first year of implementation.
 - The Scope of Work includes (but not limited to): onboard and manage a network of local HES Assessors, fulfill requirements of DOE Partnership Agreement, create customized HES report, launch IT systems needed for program implementation, provide quality assurance to ensure consistent scoring practices, analyze data and report on program activity.
 - Expected contract execution date: August 4, 2026

2. Stakeholder Engagement (September – October 2026; tentative)

- The TCMC will hold additional stakeholder engagement. That engagement will focus on the following program elements: education and outreach strategy, supplementary information included in the HES report, and program monitoring criteria and metrics.
- Key stakeholders include the Thurston County Realtors Association and local real estate brokerages, and general community members, especially current and future homeowners.

3. Administrative Process Development (May–October 2026)
 - Centralized Processes (County-led with support from Implementation Partner)
 - HES Assessor verification and registration
 - NWMLS integration
 - Jurisdiction Processes / Standard Operating Procedures
 - Exemption application and approval
 - Low-income subsidy application, rebates, contracting
 - Compliance review and notifications; enforcement
4. Workforce Development (August 2026 – March 2027)
 - Work with Implementation Partner on workforce recruitment and training
 - Partner with local/regional workforce development organizations
 - Goal: 10 – 15 registered local HES Assessors by program launch
5. Communication Plan (October 2026 – February 2027)
 - Develop HES Communication Plan for program launch and implementation
 - Develop communication assets (fact sheets, presentation templates, real estate agent training videos, etc.)
 - Conduct open houses/outreach events for public and real estate agents
6. Program Implementation and Monitoring Plan (December 2026 – March 2027)
 - Establish roles, responsibilities, Standard Operating Procedures for program implementation
 - Identify criteria, frequency, and metrics for program monitoring
 - Set timeline for launch, monitoring, and reporting
7. HES Program Launch (Spring 2027 – date TBD)
 - Issue press release and conduct outreach
 - Implement established administrative processes
 - Conduct continual Quality Assurance/Quality Control, monitoring, and reporting

Sample Enforcement Steps

Table 5. Sample Enforcement Steps.

Enforcement Steps			
Enforcement Step	Details	Timeline	Person Responsible
Step 0 – Identify non-compliance	• Staff will monitor real estate listings to identify instances of non-compliance. • Community members can reach out to report non-compliance at any time.	Ongoing	Sustainability Manager, or their designee; Community members

Step 1 – Warning and Education Period* *This step may be repeated to gain voluntary compliance.	• Provide educational materials including but not limited to information about exemption process, subsidy offerings and requirements, etc. • Encourage voluntary compliance • Provide “Warning Letter” to the seller and their listing agent (if applicable) identifying the non-compliance, steps to correct the problem, and an expected compliance date (2 weeks). • Request evidence of compliance (if applicable) • Staff to verify compliance independently	Day 0 - 14	Sustainability Manager, or their designee
Step 2 – Follow-up Actions	• Send “Notice of Violation” letter to property owner/seller identifying unresolved issues from the Warning letter • Include warning of civil penalties if compliance is not achieved • Set second compliance date • Verify compliance/non-compliance	Day 15 - 20	Sustainability Manager, or their designee
Step 3 – Final Actions	• Send “Notice of Violation with Civil Penalties” letter indicating that unresolved issues are with Code Enforcement	Day 21 – until compliance is met	Sustainability Manager, or their designee, Code Enforcement Staff, and/or City Legal Team
Repeat Offenders	• Repeat offenders may be escalated to Step 2 (skipping the warning period) once non-compliance is identified.	Reduce compliance deadlines by 14 days.	Sustainability Manager, or their designee.

In Thurston County, as of April 30, 2026, the average days on market from actively listed to an accepted contract was 36 days. The timeline in Table 5 is intended to simultaneously reach compliance before an offer is made while also providing ample time for a seller to attain a HES audit and come into compliance.

5. Costs

Cost to city

The city, through their budget approval and Interlocal Agreement for the TCMC, has set aside the funding necessary to develop the supporting program for a mandatory, or voluntary, Home Energy Score disclosure program. Those are estimated as follows:

Table 6. Year 1 Costs.

Item	Full Cost (Region)	Tumwater Share of Cost
Launch IT Systems	\$25,000	\$6,250
Assessor Onboarding and Enrollment (10 – 15 Assessors)	\$30,000	\$7,500
HES Report Customization* and Program Marketing and Outreach *This allows for linking to local incentives to encourage energy efficiency improvements, among other things.	\$36,000	\$9,000
Ongoing Program Management Costs	\$20,000	\$5,000
TOTAL	\$111,000	\$27,750

This \$27,750 is incorporated, and within the approved funding for the TCMC Interlocal Agreement for 2026 which is \$110,000.

Table 7. Ongoing Costs (Year 2 and onward).

Item	Full Cost (Region)	Tumwater Share of Cost
Program Management	\$20,000	\$5,000

This \$5,000 will be requested to be incorporated into future budgets for the TCMC Interlocal Agreement.

In addition to these program costs, the city has budgeted \$4,000 each year for the subsidy program in the 25/26 budget and staff have requested the same amount for the 27/28 budget. This \$4,000 amount was estimated based on the subsidy being available to sellers at or below 80% Area Median Income. As proposed, the subsidy may need to be increased in the

forthcoming 27/28 budget or can be increased via a budget amendment in 27/28 should the amount needed exceed the budgeted amount.

Cost to Sellers

The range of costs currently charged for HES Assessments in the United States ranges from \$150 to \$350. The cost of an assessment can differ based on the size of the home, travel distance (mileage), and whether the assessment is needed as an urgent service or not. These costs are paid directly by the seller to the Home Energy Score Assessor, who is an independent business owner. These costs are generally self-regulated by competition among providers/business owners.

In limited regions there is an additional charge, which is also paid directly to the HES Assessor of \$35 - \$50, to cover the cost of quality assurance and quality control (QA/QC). This charge is then paid by the Home Energy Score Assessor to the Implementation Partner who carries out the QA/QC required by the U.S. Department of Energy. See Section 4 Item 1 for more information about the Implementation Partner. This Implementation Partner is also an independent business.

In some cases, the QA/QC is set up to be paid by the jurisdiction, instead of a cost being passed through the seller. If the city preferred to cover that cost, that anticipated cost could be \$13,850 estimating the highest cost and the number of listings in the past year.

In the case of a subsidized HES Assessment, the city would pay the full cost including both the assessment and the QA/QC costs, so there is no cost to the seller who meets the subsidy criteria.

The city does not receive any of the money spent by the seller to attain their Home Energy Score Assessment and Report.

ORDINANCE NO. O2026-004

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adopting a Residential Energy Performance Rating and Disclosure Policy and adding a new chapter 15.22 entitled *Residential Energy Performance Rating and Disclosure* to Tumwater Municipal Code Title 15 *Buildings and Construction*, as more particularly described herein.

WHEREAS, climate change has become a crisis posing a serious threat to the survival of the earth and humanity; and

WHEREAS, in 2018 the City Council adopted Resolution No. R2018-015, agreeing to common targets to reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2 degrees Celsius above pre-industrial levels; and

WHEREAS, in 2021 the City Council adopted Resolution No. 2021-001 accepting the *Thurston Climate Mitigation Plan (2020)* as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change; and

WHEREAS, in 2021 the City Council adopted Resolution No 2021-002 declaring a climate emergency and support for mobilization of community and region wide efforts to mitigate climate change in order to provide a safe environment for future generations; and

WHEREAS, at the 2023 Thurston Climate Mitigation Collaborative (TCMC) Annual Retreat and subsequent Executive Committee meeting on June 26, 2023, the TCMC agreed to advance two regional initiatives for focused regional coordination in 2024: (1) design a Residential Energy Efficiency and Electrification Campaign and (2) develop a Home Energy Score Model Ordinance; and

WHEREAS, in 2023 the City Council approved an Interlocal Agreement among Thurston County and the cities of Lacey, Olympia, and Tumwater to support the implementation of the 2024 TCMC Regional Initiatives; and

Ordinance No. O2026-004 - Page 1 of 7

WHEREAS, the TCMC has engaged the TCMC Community Advisory Workgroup, members of the public, and held four focus group discussions with key stakeholders to develop this proposed Ordinance; and

WHEREAS, the TCMC finds that for a home energy disclosure policy to be effective at reducing emissions, incentivizing a more climate resilient housing stock, and informing prospective homebuyers, Tumwater's Code should be amended to include this requirement; and

WHEREAS, amending the code to include a home energy disclosure policy is in the best interests of city and its residents and supports the health, safety and welfare of the community.

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

Section 1. A new chapter 15.22, *Residential Energy Performance Rating and Disclosure*, is hereby added to Title 15, *Buildings and Construction*, of the Tumwater Municipal Code to read as follows:

Chapter 15.22

RESIDENTIAL ENERGY PERFORMANCE RATING AND DISCLOSURE

15.22.010 Purpose.

The purpose of the Residential Energy Performance Rating and Disclosure is to require that homebuyers be provided with information about residential building energy performance prior to the time of property purchase to enable more informed decisions about the full costs of operating dwelling units and to encourage investments in improvements that lower utility bills, reduce carbon emissions, and increase the comfort, safety, and health of building occupants. This disclosure is in addition to the minimum disclosures described in RCW 64.06.

15.22.020 Definitions.

Certain terms, words, and phrases shall, whenever used in this chapter, have the meanings defined in this section.

- A. "Director" means the director of the Water Resources and Sustainability Department of the city or their designee.

- B. "Dwelling Unit" means a building or a portion thereof designed for occupancy by one family for residential purposes, having kitchen and bathroom facilities, and on a permanent foundation and for the purposes of this chapter may be contained in a single-family detached dwelling, duplex, triplex, quadplex, cottage housing, townhouse, and accessory dwelling unit.
- C. "Energy" means electricity, natural gas, propane, heating oil, wood, or other fuel used for purposes of providing heating, cooling, lighting, water heating, or powering other end-uses in the building and related facilities.
- D. "Home energy performance report" means the report prepared by a registered home energy score assessor utilizing the reporting template provided by the director. The report must include the following information:
1. The home energy performance score, using methods developed by the United States Department of Energy, and an explanation of the score;
 2. An estimate of the total annual energy used in the dwelling unit in retail units of energy by fuel type;
 3. An estimate of the total annual energy generated by onsite solar electric, wind electric, hydroelectric, and/or solar water heating systems in retail units of energy, by type of fuel displaced by the onsite generation;
 4. An estimate of the total monthly or annual cost of energy purchased for use in the dwelling unit in dollars by fuel type, based on the current average annual retail residential energy price of the utility serving the dwelling unit at the time of the report and the average annual energy prices of nonregulated fuels by fuel type;
 5. The current average annual utility retail residential energy price in dollars by fuel type and the average annual energy price by fuel type;
 6. At least one comparison home energy performance score that provides context for the range of potential scores. Examples of comparison dwelling units include, but are not limited to, a similar dwelling unit with Washington's average energy consumption, the same type of dwelling unit built to Washington energy code, or the same type of dwelling unit with certain energy efficiency upgrades;
 7. The identification of efficiency measures that may be installed directly by consumers;

8. The date when the building energy assessment was performed;
 9. The name, contact information, and business license number for the registered home energy score assessor who completed the scoring; and
 10. Such other information as specified by the director.
- E. "Home energy score" means the U.S. Department of Energy's Home Energy Score which is an asset rating based on physical inspection of the dwelling unit or review of the design documents used for the dwelling unit's construction.
- F. "Real estate listing" means any real estate listed publicly for sale in the city by a property owner, representative of a property owner, or a Washington state licensed real estate broker, agent, or firm. Real estate listings include any printed advertisement, internet posting, publicly displayed sign, and other third-party listing services.
- G. "Registered home energy score assessor" means a person who has a valid and up-to-date certification from the U.S. Department of Energy as a home energy score assessor and who is registered with the city to provide a home energy performance report. To be registered with the city, a person must meet all registration requirements established by the director.
- H. "Seller" means any individual or entity possessing title to real property that includes a dwelling unit, including an association of unit owners responsible for overall management in the case of a condominium, or other representative body of a jointly owned building with authority to make decisions about building assessments and alterations.
- I. "Subsidy criteria" means any resident of the City of Tumwater earning 150% or less than 150% of the Area Median Income as defined by the U.S. Department of Housing and Urban Development, or any household that has been deemed eligible to participate in any and all low-income federal, state, or local assistance programs.

15.22.030 Authority of the Director.

- A. The director shall administer and enforce this chapter's provisions.

Ordinance No. O2026-004 - Page 4 of 7

- B. The director shall adopt rules and regulations, procedures, and forms to implement this chapter's provisions.

15.22.040 Home Energy Score Rating and Disclosure for Dwelling Units.

Prior to publicly listing any dwelling unit(s) for sale, the seller of the dwelling unit, or the seller's designated representative, shall:

- A. Obtain a home energy performance report for the dwelling unit from a certified home energy score assessor;
- B. Include the home energy score and the home energy performance report in all real estate listings;
- C. Append the home energy performance report when attachments are accepted by the listing service; and
- D. Provide a copy of the home energy performance report to all licensed real estate brokers, agents, or firms working on the seller's behalf.

15.22.050 New Construction of Dwelling Units.

At the time of first sale, sellers of a newly constructed dwelling unit or the seller's designated representative, may:

- A. Provide a home energy score that was generated from either design specifications or an on-site inspection.
- B. Replicate home energy performance reports for dwelling unit(s) constructed within the same land division using identical design specifications with identical features including, but not limited to, floorplan, type and amount of insulation, windows, attic fans, heating and cooling systems, hot water heaters, and appliances.

15.22.060 Exemptions.

- A. Dwelling units on federal land or tribal land shall be exempt from the requirements outlined in TMC 15.22.
- B. Transfers of real property defined by RCW 64.06.010, as is in effect of the date of this ordinance and as amended, are exempt from the requirements of this chapter.

C. The director may exempt a seller from the requirements of this chapter after confirming that compliance would cause undue hardship for the seller under the following circumstances:

1. The dwelling unit qualifies for sale at public auction or acquisition by a public agency due to arrears for property taxes;
2. A court-appointed receiver is in control of the dwelling unit due to financial distress; or
3. The senior mortgage on the dwelling unit is subject to a notice of default.

15.22.070 Duration of Validity.

The home energy score is valid for ten years provided that no changes to mechanical systems, building envelope, or square footage in the home have occurred.

15.22.080 Violation.

It is a violation for any person to fail to comply with the requirements of this chapter or to misrepresent any material fact in a document required to be prepared or disclosed by this chapter. Civil enforcement of the provisions of this chapter shall be governed by TMC Chapter 1.10 Civil Enforcement of Code.

15.22.090 Subsidy.

The city shall fully subsidize home energy score assessments required by TMC 15.22.040 for sellers whose households meet the subsidy criteria as defined in TMC 15.22.020 or may exempt households that meet the subsidy criteria if no subsidy funding is available.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application

thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective on May 1, 2027, after passage, approval and publication as provided by law.

ADOPTED this _____ day of _____, 20__.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published: _____

Effective Date: _____

TO: City Council
 FROM: Kelly Adams, Assistant City Administrator
 DATE: July 21, 2026
 SUBJECT: Resolution R2026-011, Community Economic Revitalization Board (CERB) Grant Application Authorization

1) Recommended Action:

Adopt Resolution R2026-011, authorizing the Mayor to apply for a Community Economic Revitalization Board (CERB) grant

2) Background:

The Washington State Community Economic Revitalization Board (CERB) Planning Grant Program provides funding to local governments to support the development of feasibility studies, strategic plans, and other predevelopment work that advances economic development and job creation. CERB planning grants are intended to help jurisdictions evaluate economic opportunities, identify infrastructure needs, and position projects for future public and private investment. Eligible activities may include market analyses, site planning, environmental review, and other studies necessary to move economic development projects toward construction readiness. By securing CERB planning funds for the former brewery warehouse site, the City can better define project scope, assess viability, and strengthen subsequent applications for capital funding.

3) Policy Support:

2026-2032 Strategic Plan

Focus Area: Growth and Development

Action Item: Leverage brownfield revitalization opportunities.

4) Alternatives:

☐ Do not authorize application and pursue other grant opportunities.

5) Fiscal Notes:

If the City is awarded the grant, a 20% matching fund is required. For the amount of \$100,000, the obligation would be \$20,000.

6) Attachments:

A. Resolution R2026-011

Attachment A

RESOLUTION NO. R2026-011

A RESOLUTION of the City Council of the City of Tumwater, Washington, authorizing submission of an application for a Community Economic Revitalization Board (CERB) grant.

WHEREAS, Community Economic Revitalization Board (CERB) funds are available to support feasibility and planning work in furtherance of economic development; and

WHEREAS, the City of Tumwater desires to pursue an objective feasibility study analysis and technical implementation guide for redevelopment of the former brewery property consistent with the purposes of the CERB; and

WHEREAS, areas within the City of Tumwater have been designated as potential Opportunity Zones and present opportunities for redevelopment, infrastructure investment, business expansion, housing development, and job creation consistent with the City's adopted Comprehensive Plan and economic development objectives; and

WHEREAS, the CERB Project represents a commitment resource toward enhancing the vitality of the area and expansion of economic and employment opportunities of the City of Tumwater, together with increased tax revenues; and

WHEREAS, in the event the application for CERB funding is approved, and the grant is accepted by the City of Tumwater, the City of Tumwater will comply with all applicable federal and State requirements in regard to environmental impact of the project; and

WHEREAS, the project will not result in the transfer/relocation of jobs from one part of the state of Washington to another; and

WHEREAS, the matching portion of the grant is minimum of 20% of the project amount. The City of Tumwater will investigate and evaluate options for joint participation in the matching obligations with the CERB grant; and

WHEREAS, the City of Tumwater finds that an application should be submitted for consideration by CERB, and that such submission will promote economic development within the City of Tumwater.

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

Section 1. Support for CERB Grant Application The Mayor, or the Mayor's designee, is hereby authorized to submit an application to the Community Economic Revitalization Board, for and on behalf of the City of Tumwater, for CERB funding in the approximate amount of \$100,000 for the CERB Project.

Section 2. Additional Information. The Mayor is hereby further authorized to provide such additional information as may be necessary to secure approval of such application.

Section 3. Agreement. In the event such application is approved, the Mayor is authorized to enter into an agreement for such funding.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 5. 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 6. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 21st day of July, 2026.

CITY OF TUMWATER

Leatta Dahlhoff, Mayor

APPROVED AS TO FORM:

ATTEST:

Melody Valiant, City Clerk

Karen Kirkpatrick, City Attorney

TO: City Council
 FROM: Mallory Coleman, Human Resource Analyst
 DATE: July 21, 2026
 SUBJECT: Memorandum of Understanding with Teamsters Local Union No. 252

1) Recommended Action:

Authorize the Mayor to execute the Memorandum of Understanding (MOU) between the City of Tumwater and Teamsters Local Union No. 252.

2) Background:

The City of Tumwater and Teamsters Local Union No. 252 have reached a mutually agreed upon Memorandum of Understanding (MOU) to address several operational and organizational changes that have occurred since adoption of the current Collective Bargaining Agreement (CBA).

The proposed MOU reflects collaborative discussions between the city and the union regarding the addition of new classifications, updates to annual leave accruals, recognition of an additional paid holiday, and wage placement for newly established positions within the bargaining unit. The agreement also provides a framework for implementation of these changes while preserving all remaining provisions of the existing CBA.

Several of the classifications included in this MOU support the city's continued investment in utility operations, infrastructure maintenance, and workforce development by formally recognizing specialized positions and establishing a pathway for future staffing needs.

3) Policy Support:

- 2026-2032 Strategic Plan:
 - Values - We recognize the vital contributions of our staff and foster a supportive environment that promotes growth, celebrates achievements, and retains talent to serve our community with excellence.
 - Refine and sustain a great organization: Attract, retain, and promote a talented and diverse workforce (Action Item #1)
 - 2024-2026 CBA: Article 20, Section 1.d. – This agreement may be amended at any time... provided mutual consent of both parties in writing.
-

4) Alternatives:

- ☐ Reject the MOU and provide staff direction on reengaging negotiations.
-

5) Fiscal Notes:

Implementation of the MOU includes fiscal impacts associated with:

- Addition of one paid holiday.
- Increased annual leave accruals.
- Wage placement for newly established classifications.
- Premium pay associated with the Electrician training assignment.

Funding for these changes is available within the existing budget and has been accommodated in the FY2728 departmental personnel budgets as proposed.

6) Attachments:

- A. Memorandum of Understanding between the City of Tumwater and Teamsters Local Union No. 252

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEAMSTERS UNION LOCAL NO.252
Affiliated with the International Brotherhood of Teamsters
AND
THE CITY OF TUMWATER**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Tumwater ("City") and Teamsters Local Union No. 252 ("Union") for the purpose of clarifying and memorializing the parties' mutual agreement regarding the addition of classifications and updated salary schedule, and an additional holiday, to the collective bargaining unit represented by the Union.

RECITALS

WHEREAS, the City and the Union are parties to a Collective Bargaining Agreement ("CBA") governing wages, hours, and working conditions for employees within the bargaining unit; and

WHEREAS, the City has identified operational and service delivery needs requiring the establishment and/or recognition of additional utility and public works related classifications; and

WHEREAS, the Union and the City have met and conferred regarding the placement of these classifications within the bargaining unit represented by Teamsters Local Union No. 252; and

WHEREAS, the parties desire to memorialize their agreement concerning bargaining unit inclusion and associated labor relations matters;

NOW, THEREFORE, the parties agree as follows:

1. ADDITION OF ONE PAID HOLIDAY

The following paid holiday is added to Article 14 Section 1, Holidays: Christmas Eve (December 24). Observation and holiday pay shall be administered in accordance with the existing provisions governing paid holidays under this Agreement.

2. REVISION OF ANNUAL LEAVE SCHEDULE

Beginning August 1, 2026, the annual leave schedule will be as follows:

During Year of Employment	Vacation Time Accrued Per Month
1	12
2-4	14
5-9	16
10-14	18
15-19	20
20-24	22
25+	24

3. ADDITION OF CLASSIFICATIONS

Effective upon execution of this MOU, the following classifications shall be added to and recognized as classifications represented by Teamsters Local Union No. 252 and covered under the terms and conditions of the current Collective Bargaining Agreement unless otherwise specified herein:

- Cross Connection Control Specialist
- Senior Cross Connection Control Specialist
- Water Quality Specialist (rename from Maintenance Technician)
- Senior Water Quality Specialist (rename from Maintenance Technician)
- Electrician in Training
- Electrician
- Signal Technician

4. BARGAINING UNIT STATUS

Employees occupying the classifications identified above shall be included within the Teamsters Local No. 252 bargaining unit and shall be subject to all applicable provisions of the Collective Bargaining Agreement, including but not limited to wages, benefits, seniority, grievance procedures, and other negotiated working conditions.

5. WAGE PLACEMENT

The parties acknowledge that wage placement for the above classifications shall be established through mutual agreement between the City and the Union and incorporated into the applicable salary schedule or appendix of the Collective Bargaining Agreement.

For the life of this MOU, the Cross Connection Control Specialist will be placed on the Maintenance Technician III pay schedule, the Senior Cross Connections Control Specialist will be placed on the Field Crew Lead pay schedule, the Water Quality Specialist will be placed on the Maintenance Technician II pay schedule (unless currently a III), the Senior Water Quality Specialist will be placed on the Maintenance Technician III pay schedule, the Electrician in Training will be placed on the Maintenance Technician III pay schedule. Electrician and Signal Technician will be placed appropriately in-between the trainee and Senior positions; this will be determined in bargaining as there is not an immediate need and requires review. At no time during the duration of this MOU will any member's pay be reduced.

The Electrician (Senior) will be offered compensation of 10% premium pay of their current hourly rate to develop and implement a training plan for the Electrician in Training to become state certified. This includes providing daily hands-on training to the Electrician in Training and encompasses participating in any and all activities required for this position to obtain state certification at the utility electrician journey level.

6. POSITION DUTIES AND SPECIFICATIONS

The City retains the management right to establish and revise job descriptions, minimum qualifications, operational assignments, and performance expectations consistent with applicable law, the Collective Bargaining Agreement and will bargain the effects with the Union.

The City agrees to provide the Union with copies of finalized classification specifications upon adoption or implementation.

7. TRANSITION AND IMPLEMENTATION

The City and Union agree to meet and confer, as necessary, regarding implementation of this MOU, including but not limited to employee placement, seniority integration, certification requirements, and compensation alignment, in order to ensure a smooth transition of these classifications into the bargaining unit.

8. NO PRECEDENT

This MOU is intended solely to address the classifications identified herein and shall not establish precedent regarding future bargaining unit placement determinations, classification studies, or organizational restructuring unless otherwise mutually agreed by the parties in writing.

9. FULL FORCE AND EFFECT

Except as expressly modified by this MOU, all terms and conditions of the existing Collective Bargaining Agreement between the City and Teamsters Local No. 252 shall remain in full force and effect.

10. TERM OF AGREEMENT

This MOU shall become effective upon signature by both parties. The parties agree to bargain this MOU at the expiration of current contract but shall be in effect through the duration of the current Collective Bargaining Agreement unless modified by mutual written agreement or superseded by a successor agreement.

Signed this ____ day of _____, 2026.

City of Tumwater

Teamsters Union Local No. 252

By _____
Brian Blaisdell, Secretary - Treasurer

By _____

Title: _____

Teamsters Union Local No. 252

By _____
Leah Randall, Business Agent