



**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**

**Inauguration Reception
6:00 p.m. – 7:00 p.m.**

**Tuesday, January 06, 2026
7:00 PM**

- 1. Call to Order**
- 2. Flag Salute**
- 3. Swearing in of 2026 Elected Officials by Sheryl Gordon McCloud Washington State Supreme Court Justice**
- 4. Roll Call**
- 5. Special Items:**
 - [a.](#) Proclamation: Martin Luther King Jr. Day, January 19, 2026
- 6. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 7. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session Joint Planning Commission, December 9, 2025
 - [b.](#) Approval of Minutes: City Council Meeting, December 16, 2025
 - [c.](#) Payment of Vouchers (Finance Department)
 - [d.](#) 2026 Sustainability Division Work Plan (Public Works Committee)
 - [e.](#) Employment Agreement for Assistant City Administrator (Administrative Services Department)
- 8. Council Considerations:**
 - [a.](#) Election of Mayor Pro Tem (Executive Department)
 - [b.](#) Council Position No. 1 Selection Process (City Attorney's Office)
 - [c.](#) Confirmation of Appointment and Approval of Employment Agreement with Paul Simmons as City Administrator (Administrative Services Department)
- 9. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)
 - b. General Government Committee

- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Leatta Dahlhoff)

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

Watch Online

https://us02web.zoom.us/j/89043930931?tk=VINKIBIJTcGmgjBhbwaNeykzlkxS3Jxhja0njGpgZ78.DQkAAAAUu26PMxY0UjFOY1IMRVR0R05UTEF4YlpVQWtnAA&pwd=V1wKmbHkjlZcf21BLT1igkiSBn7f5.1&uuid=WN_mddl9j2NSyuTPdUiJhvJBw

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 4393 0931 and Passcode 917151.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_mddl9j2NSyuTPdUiJhvJBw

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

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

Post Meeting

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

Accommodations

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

Proclamation

WHEREAS, the Civil Rights movement in the 1960s profoundly impacted the course of American history and continues to shape the direction and debate of our society; and

WHEREAS, Reverend Dr. Martin Luther King Jr., a civil rights leader, devoted his life to the non-violent advancement of civil rights and public service; and

WHEREAS, Dr. King believed in a nation of freedom and justice for all, and challenged all community members to help build a more perfect union and live up to the purpose and potential of the United States of America; and

WHEREAS, Dr. King's dream is as inspirational and important today as when he first expressed it over 60 years ago; and

WHEREAS, even with the progress achieved during the Civil Rights movement and subsequent decades, inequities, injustices, racism and other forms of discrimination and oppression are still prevalent in our society; and

WHEREAS, Dr. King's life was struck down by a bullet of bigotry on April 4, 1968, but his dream of pursuing a world free from prejudice and injustice lives on; and

WHEREAS, we honor and celebrate Dr. King's memory, and importantly, we also preserve his legacy that calls upon all of us to stand up against injustice and protect our most sacred tenets of democracy; and

WHEREAS, Dr. King always led by example and provided a framework for how each of us can shape the future by calling out injustice and continuing to work toward a more equitable society.

NOW THEREFORE, I, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim January 19, 2026, as

Martin Luther King, Jr. Day

and I urge people to join me and take this opportunity to reflect upon Dr. King's vision and rededicate ourselves to continuing to advance the principles of justice and equality for all.

Signed in the City of Tumwater, Washington, and recognized on this 6th day of January in the year, two thousand twenty-six.



Leatta L Dahlhoff

Leatta Dahlhoff
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL
JOINT PLANNING COMMISSION WORK SESSION
December 9, 2025



CONVENE: 6:33 p.m.

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

Excused: Councilmember Joan Cathey

Planning Commission: Chair Elizabeth Robbins and Commissioners Gina Kotek, Sandra Nelson, and Brandon Staff.

Excused: Commissioner Grace Edward and Commissioner Terry Kirkpatrick

Staff: Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communications Director Jason Wettstein, Water Resources & Sustainability Director Dan Smith, Associate Planner Dana Bowers, Deputy Community Development Director Sharon Lumbantobing, Community Development Director Brad Medrud, Associate Planner Erica Smith-Erickson, and Deputy City Clerk Tracie Core.

**2026 LONG RANGE
PLANNING WORK
PROGRAM:**

Director Medrud presented the 2026 Long Range Planning Work Program focusing on the following areas:

- 2025 Accomplishments;
- Proposed 2026 Long Range Planning Work Program; and
- City Council – Planning Commission Discussion Topics.

After the Council and Commissioners discussed the topics provided by Director Medrud in his presentation, he shared the next steps for both the work program review and adoption process:

- General Government Committee briefing on January 14, 2026, if needed
- City Council Consent Calendar on January 20, 2026.

**O2025-010, 2025
COMPREHENSIVE
PLAN PERIODIC
UPDATE:**

Planner Bowers provided an overview of Ordinance O2025-010, 2025 Comprehensive Plan Periodic Update. At the recommendation of the Planning Commission, she requested the City Council place the ordinance on the December 16, 2025, consideration calendar with a recommendation to adopt.

After a brief discussion, it was agreed by Council to place Ordinance O2025-010, 2025 Comprehensive Plan Periodic Update on the December 16, 2025, City Council considerations calendar.

**O2025-011, 2025
DEVELOPMENT CODE
PERIODIC UPDATE:**

Planner Smith-Erickson presented Ordinance No. O2025-011, 2025 Development Code Periodic Update covering the following topics:

- Middle housing;
- Accessory dwelling units;
- Co-housing;
- Parking;
- Religious organization housing; and
- Design review.

After questions and discussion by the City Council and Planning Commissioners, it was agreed by Council to place Ordinance O2025-011 on their December 16, 2025, considerations calendar.

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

Mayor Sullivan reminded councilmembers to be in attendance either in person or remotely to vote on the adoption of Ordinance O2025-011 at the December 16, 2025, City Council meeting as it requires a full Council vote to pass.

Mayor Sullivan reminded everyone that there will be a reception for Councilmember Althausen and Mayor Sullivan prior to the December 16, 2025, City Council meeting from 6:00 p.m. – 7:00 p.m. Everyone is welcome to attend.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:53 p.m.

Tracie Core, Deputy City Clerk

MEETING MINUTES

TUMWATER CITY COUNCIL
December 16, 2025



CONVENE: 7:00 p.m.

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

Staff: Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communications Director Jason Wettstein, Parks & Recreation Director Chuck Denney, Water Resources & Sustainability Director Dan Smith, Deputy Police Chief Carlos Quiles, Jr., Assistant Fire Chief Shawn Crimmins, Economic Development Coordinator Gene Angel, Deputy Community Development Director Sharon Lumbantobing, Associate Planner Dana Bowers, Associate Planner Erika Smith-Erickson and Deputy City Clerk Tracie Core.

Others: Alaffia Vice President of Operations Andrew Read.

SPECIAL ITEMS:

ALAFFIA UPDATE: Coordinator Angel introduced Vice President of Operations Andrew Read with Alaffia. Vice President Andrew Read shared who Alaffia is, their mission and their current and future plans.

Alaffia, a former longtime Tumwater business known for importing shea nuts from West Africa and creating hair and body care products is coming back to Tumwater and will create economic opportunities for women and communities in West

Africa, jobs in Tumwater and provide meaningful connection for US consumers and producers.

**ECONOMIC
DEVELOPMENT
QUARTERLY UPDATE:**

Coordinator Angel shared a presentation regarding the 2025 4th Quarter Economic Development update. He covered total Tumwater employment, wages, and industry employment. This was the first of what will now be a regular quarterly update for the City Council on Economic Development in Tumwater

PUBLIC COMMENT:

Public comment was given by residents Lowe and Renolds.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, November 25, 2025
- b. Approval of Minutes: City Council, December 2, 2025
- c. Payment of Vouchers
- d. Resolution No. R2025-021, Surplus Property
- e. Service Provider Agreement with MTN2COAST for On-Call Services Amendment No. 1
- f. Purchasing Contract with Axon Enterprises for Body Worn and Vehicle Cameras

MOTION:

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

**COUNCIL
CONSIDERATIONS:**

**RESOLUTION NO.
R2025-018, 2026 FEE
SCHEDULE:**

Director Niemeyer presented Resolution No. R2025-018, 2026 Fee Scheduled. He outlined the changes to the City Fee Schedule for 2026, sharing about utility funds, and why utility bills go up each year.

MOTION:

Councilmember Althaus, moved, seconded by Councilmember Jefferson, to approve Resolution No. R2025-018, 2026 Fee Schedule. A voice vote approved the motion unanimously.

**ORDINANCE NO.
O2025-010, 2025
COMPREHENSIVE
PLAN PERIODIC
UPDATE:**

Planner Bowers presented Ordinance No. O2025-010, 2025 Comprehensive Plan Periodic Update. Planner Bowers shared how this update occurs every ten years with the last update occurring in 2016.

The Comprehensive Plan update includes:

- All required and approval standards;
- Aligns with State growth management laws and County-wide planning policies;
- Internally consistent across all elements, and
- Compatible with neighboring jurisdictions plans.

MOTION:

Councilmember Althausen, moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2025-010, 2025 Comprehensive Periodic Plan Update. A voice vote approved the motion unanimously.

ORDINANCE NO. O2025-011, 2025 DEVELOPMENT CODE PERIODIC UPDATE:

Planner Smith-Erickson shared a presentation on Ordinance No. O2025-011, 2025 Development Code Periodic Update. She discussed the following specific housing related amendments:

- Middle housing;
- Accessory dwelling units;
- Co-housing;
- Parking for housing;
- Religious organization housing; and
- Design review for housing.

Planner Smith-Erickson stated that Ordinance No. O2025-011 meets the relevant and approval criteria found in the Tumwater Municipal Code 18.60-025(B).

MOTION:

Councilmember Althausen, moved, seconded by Councilmember Von Holtz, to approve Ordinance No. O2025-011, 2025 Development Code Update. A voice vote approved the motion unanimously.

TIMBERLAND LIBRARY AGREEMENT AMENDMENT 1:

Attorney Kirkpatrick presented the Timberland library agreement Amendment 1. The City and the Timberland library entered into an agreement in 2015 with an initial 10-year term and that term expired in November. Attorney Kirkpatrick is seeking approval for a seven-month extension while negotiations are taking place for an additional five-year extension of the agreement. Staff is recommending that Council adopts Resolution No. R2025-018, 2026 Fee Schedule.

MOTION: Councilmember Althaus, moved, seconded by Councilmember Swarthout, to approve the Timberland Library Agreement Amendment 1. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Peter Agabi

The committee met on Tuesday, December 9, 2025, and discussed the following items:

- Station T2 remodel Briefing; and
- Axon Enterprises Body Worn and Vehicle Cameras.

**GENERAL
GOVERNMENT:**

Michael Althaus

The committee meeting scheduled for Wednesday, December 10, 2025, was cancelled. The next committee meeting will be January 14, 2026, and they will be discussing the following item:

- Service Provider Agreement with ICF for the Habitat Conservation Plan Phase 3 Amendment

PUBLIC WORKS:
Eileen Swarthout

The committee meeting scheduled for Thursday, December 18, 2025, has been cancelled. The next committee meeting will be held on Thursday, January 8, 2026, and they will be discussing the following items:

- Project Review Reimbursable Agreement with WSDOT for the Trospen Road Interchange Project Amendment No. 2; and
- Service Provider Agreement with HDR Engineering for the Tumwater Boulevard Northbound I-5 On/Off Ramp Intersection Amendment No. 1.

BUDGET & FINANCE:
Debbie Sullivan

The committee meeting scheduled for December 26, 2025, has been cancelled and the next scheduled committee meeting will be held on Friday, January 23, 2026, and they will be discussing the following item:

- Monthly Financial Update.

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

Mayor Sullivan reported that Administrator Parks is on vacation this week.

Mayor Sullivan shared some closing remarks including her upbringing and what led her to becoming the first women Mayor for the City of Tumwater in 2022. Mayor Sullivan is very proud and

grateful and thanked everyone. This was Mayor Sullivan's last City Council meeting before she retires at the end of this year.

**COUNCILMEMBER
REPORTS:**

Councilmembers Agabi, Althausen, Dahlhoff and Jefferson gave reports.

Councilmembers Cathey, Swarthout and Von Holtz had nothing to report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 9:03 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: January 06, 2026
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- December 12, 2025, payment of Eden vouchers 174796 to 174810 in the amount of \$2,867.56; payment of Enterprise vouchers 188686 to 188752 in the amount of \$879,150.06 and electronic payments 906531 to 906570 in the amount of \$367,132.73
Wire payments in the amount of \$292,590.64
 - December 19, 2025, payment of Eden vouchers 174811 to 174813 in the amount of \$1,043.87; payment of Enterprise vouchers 188753 to 188842 in the amount of \$362,521.07 and electronic payments 906571 to 906591 in the amount of \$133,870.40
 - December 24, 2025, payment of Eden vouchers 174814 to 174817 in the amount of \$430.55; payment of Enterprise vouchers 188843 to 188883 in the amount of \$338,311.82 and electronic payments 906592 to 906615 in the amount of \$128,478.93
Wire payments in the amount of \$281,612.41
-

2) Background:

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

Vendor		
Fuller Designs Inc	32,816.25	Beehive – Stormwater retrofit design project
ICF Jones & Stokes, Inc	25,552.17	HCP Consultation Nov 2025
RH2 Engineering, Inc	25,957.80	SE Reservoir
Jacob Norton	75,000.00	2025 Settlement and release agreement
Artisans Group Architecture and Pla	31,974.00	ADU Consultant Plan Dev & Const Docs
City of Olympia	23,329.07	City of Olympia vehicle maint Nov.
City of Olympia	39,500.00	City of Olympia Cares Agreement
Robert W. Droll, Landscape Architect	21,063.55	RWD Lanscape Architects, Trails End
Thurston County	25,322.97	Payment of RHC1406 taxes per ILA
Shea Carr & Jewell, INC.	69,929.64	SCJ Alliance, Deschutes Valley Trail
City of Olympia	45,200.00	MNTC 2 nd half 2025 ; Fire and EMS Training – External
Haley & Aldrich	20,966.94	Env. Engineering svc, Phase II Knoll

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

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- 3) Policy Support:
- Focus Area: 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
 - C. Exhibit C – 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 188686 through 188752 in the amount of \$879,150.06

Electronic payment Nos 906531 through 906570 in the amount of \$367,132.73

Wire Payments in the amount of \$292,590.64

Eden

Voucher/Check Nos 174796 through 174810 in the amount of \$2,867.56

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 12/12/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 188753 through 188842 in the amount of \$362,521.07

Electronic payment Nos 906571 through 906591 in the amount of \$133,870.40

Eden

Voucher/Check Nos 174811 through 174813 in the amount of \$1,043.87

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 12/19/2025

EXHIBIT "C"

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 188843 through 188883 in the amount of \$338,311.82

Electronic payment Nos 906592 through 906615 in the amount of \$128,478.93

Wire Payments in the amount of \$281,612.41

Eden

Voucher/Check Nos 174814 through 174817 in the amount of \$430.55

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 12/24/2025

TO: City Council
 FROM: Alyssa Jones Wood, Sustainability Manager
 DATE: January 6, 2026
 SUBJECT: 2026 Sustainability Division Work Plan

1) Recommended Action:

Approve and authorize the 2026 Sustainability Division Work Plan via the January 6, 2026 City Council consent calendar.

This work plan was recommended for approval by the Public Works Committee at their December 4, 2025 meeting.

2) Background:

City Council approval of the 2026 Sustainability Division Work Plan is needed to approve staff time be allocated to specific “draft actions” from the Climate Element of the city Comprehensive Plan.

The Tumwater Tree Board was briefed on the draft 2026 Sustainability Division Work Plan on November 10, 2025 and voiced no objections.

3) Policy Support:

- Comprehensive Plan, Climate Element
 - Resolution R2018-015 - Adopting common greenhouse gas emission reduction targets
 - Resolution R2021-001 - Accepting the Thurston Climate Mitigation Plan
 - Resolution R2021-002 - Declaring a climate emergency.
 - Ordinance O2020-004 – Adopting the Urban Forestry Management Plan
-

4) Alternatives:

- ☐ Suggest changes to the 2026 Sustainability Division Work Plan. Any changes will require staff time to reallocate available hours. Changes may also require cascading changes to anticipated timelines and communication to interested community members.
-

5) Fiscal Notes:

The 2026 work plan includes items that are internally funded as well as funded through external state and federal programs. Internal funding was allocated in the 2025/2026 biennium budget throughout the General Fund and utility funds. Staff continue to aggressively apply for external funding opportunities as they arise.

6) Attachments:

A. 2026 Sustainability Division Work Plan

DRAFT 2026 SUSTAINABILITY DIVISION WORK PLAN | LAST UPDATED 11/4/25

Project	Sustainability Manager Hours	Urban Forester Hours	Civic Spark Fellow Hours	Project Origin	Project description/comments
TCMP and Climate Element Implementation					
Energize Thurston 2026	50	0	0	TCMP and Climate Element	Continuation of the Energize Thurston heat pump program utilizing WA Department of Commerce HEAR grant funding (pending funding).
Gap analysis of vehicle miles traveled	100	0	0	TCMP and Climate Element	2026 Thurston Climate Mitigation Collaborative (TCMC) regional initiative to conduct a regional gap analysis of existing plans, policies, and implementation practices related to vehicle miles traveled reduction goals in the Thurston Climate Mitigation Plan. City of Tumwater is serving as project lead for this regional work.
Home Energy Score model ordinance	40	0	0	TCMP and Climate Element	Consideration of adoption or alternatives for program delivery. If adopted, development of the supporting program regionally with other TCMC jurisdictions
Development code updates	90	0	0	TCMP and Climate Element	Working with CDD staff to include code updates suggested by the Climate Element into 2026 Development Regulation periodic update including but not limited to: resilience measures, solar ready/southern roof orientation incentives, and large scale energy storage.
Climate Change Vulnerability Assessment	100	0	40	Climate Element	Working with the Puget Sound Preparedness Collaborative Small Communities cohort to develop a vulnerability assessment and adaptation plan of community, built assets, natural assets, and city operations to climate change hazards.
Assess staffing need and cost to implement Climate Element	50	0	0	Climate Element	Estimate the number of staff, types of positions, funding, and potential funding opportunities to fully implement the Climate Element.

Investigate incentive and grant programs from Climate Element	100	0	50	Climate Element	Including but not limited to bike/e-bike rebate, technical assistance to existing rental housing providers for EV charging, neighborhood scale resilience grants, and portable cooling program or rebates.
Vulnerable population database	47	0	60	Climate Element	Working with community based organizations to develop a list of vulnerable community members who require aid and/or check in calls during or after emergencies.
PSE Pole EV Charging program	5	0	0	TCMP	Working with PSE to deploy pole EV charging in Tumwater
Train city staff on climate element	8	0	35	Climate Element	Develop training materials for Tumwater employees on the Climate Element and provide opportunities for instruction.
Tribal resources exposure analysis	40	0	0	Climate Element	In collaboration with the Tribes, identify consumptive and non-consumptive resources that would be adversely impacted by climate change
Tribal forage access	60	30	0	Climate Element	Collaborate with tribes to provide access to foraging opportunities including but not limited to camas, evergreen huckleberry, bog plant species, and cedar.
Equity Commission support	10	0	0	City Priorities	Assisting Executive Department as needed.
Community Resilience Hub support	10	0	100	Climate Element	Support the work of community based organizations and regional agencies creating and implementing resilience hubs
Post-Disaster mental health resource creation	10	0	50	Climate Element	Develop and share guidance for navigating post-disaster mental health and social resources, translated into multiple languages
Food equity partnerships	10	0	100	Climate Element	Identify relevant stakeholders who can further sustainable, climate-adapted, and equitable food distribution in Tumwater. Assist in Food System Plan implementation.
Thurston County Extreme Heat, Emergency Response, and Illness Prevention Plan.	15	15	100	Climate Element	Implement any Tumwater actions in the Thurston County Extreme Heat, Emergency Response, and Illness Prevention Plan. Placed on below the line projects because the date for completion of the plan is unknown.

Solar plus storage construction, assisting Parks & Facilities (pending grant funding)	45	0	0	TCMP and Climate Element	If funding is awarded, assist with Parks & Facilities and coordinate with the Fire Department and Library to install solar and battery storage systems at both buildings.
Increase access to 24 hour cooling centers	10	0	250	Climate Element	Coordinate with other agencies and jurisdictions to provide more cooling centers with 24-hour capacity
Urban Forestry					
Tree Board	25	25	0	TMC 2.66	Preparation for and holding Tree Board meetings
TMC 16.08 Tree & Vegetation Protection Code Amendments	25	75	0	UFMP	Working with CDD to update code
TMC 18.47 Landscape Code Amendments	25	75	0	UFMP	Working with CDD to update code
TMC 12.24 Street Tree Code Amendments	25	75	0	UFMP	Working with CDD to update code
Tree City USA	0	15	0	UFMP	Maintaining the City Tree City USA accreditation
Arbor Day celebration	2	15	0	UFMP	Supporting Tree Board in their annual Arbor Day celebration
Tree Inventory	0	350	0	UFMP	Mapping Tumwater maintained trees.
Invasive Pest Management (EAB/MOB/Emergent pests)	0	360	0	UFMP	Managing City response on invasive pests to the area.
Development Review	0	260	0	UFMP	
Tree Planting & Distribution programs	0	75	0	UFMP	Per River Network Grant
Code Enforcement	0	25	0	UFMP	
Tree Assessments	0	100	0	UFMP	

General Administration

TCMC Meetings	110	0	0	TCMC ILA	Staff Team, Community Advisory Workgroup, and Executive Committee meetings and associated meeting preparation
Green Team	35	0	0	Council Strategic Priorities	Interdepartmental team focused on city operations sustainability
Commute Trip Reduction	50	0	0	WA Commute Trip Reduction Law	Serving as the City Employee Transportation Coordinator of the Commute Trip Reduction program. Includes promoting the program, processing enrollments, and required reporting.
WRS Team Meetings	78	25	10		Regular departmental staff meetings
Grant writing and management	50	25	15	Opportunities	Aggressively seeking funding opportunities to support planned work
Employee Management	300	25	0	TCMP and Climate Element	Including staff, temporary staff, and interns. Internship projects could include but are not limited to behavior change campaign, deconstruction standards, pre-event recovery ordinance, access to green space, urban forest inventory updates, and reviewing adaptation plans from communities with similar risks.
Developing 27/28 budget	30	10	0	Biennium Budget Process	Developing the Sustainability Division's biennium budget request.
Onboarding	20	0	50		Onboarding the Civic Spark Fellow
Green Business Committee	25	0	0	ILA with Chamber of Commerce	Participation in the Thurston Chamber of Commerce Green Business Committee, inclusive of meetings, review of applications, and planning award luncheon.

Other

Community outreach & relationships	100	50	100		Including but not limited to relationship building with community based organizations, attending city events, attending events organized by frontline community members and organizations, community based organizations, providing education and outreach on topics outlined in Climate Element, TCMP, and UFMP
Professional Development	50	50	30		Civic Spark fellowship determines the number of hours for professional development training

Ecosystem Services Assessment	10	20	0		Initially completing an inventory of natural assets in Tumwater, per stormwater SMAP.
Civic Spark Requirements	0	0	210		Requirements of the Civic Spark program.
Yet to be determined	40	100	0		Hours available for projects/programs yet to be determined.
Total Hours	1800	1800	1200		
Total Available Staff (FTE)	1	1	1		
Total available staff time (hours X FTE)	1800	1800	1200		Civic Spark is a 8 month fellowship from January to September.
Staff Time Difference (hours x FTE)	0	0	0		

Below the line projects (to be considered as projects above are completed and staff time is available)

Project	Sustainability Manager Hours	Urban Forester Hours	Civic Spark Fellow Hours	Project Origin	Project description/comments
Existing building technical assistance	45	20	0	Climate Element	Provide educational resources and/or technical assistance to industry professionals and building owners and managers on energy-efficient building design, retrofits, and operations for new and existing buildings
Boost PSE Energy programs locally	25	0	0	Climate Element	Collaborate with PSE and/or other energy providers to promote and/or deploy energy efficiency programs, local funds, and customer enrollment in clean energy projects and programs
Public-Private Partnerships for renewable projects	60	0	60	Climate Element	Pursue private-public partnerships to accelerate clean energy projects
Public-Private partnerships for Level 3 EV chargers	60	0	60	Climate Element	Develop public-private partnerships to install two or more Level 3 EV chargers at commercial centers
First and last mile improvements	250	0	250	Climate Element	Work with Intercity Transit or other agencies/consultants on first and last mile improvements

Traditional Ecological Knowledge	Unknown	10	0	Climate Element	In collaboration with the Tribes, develop guidelines and standards for incorporating Traditional Ecological Knowledge into Tumwater programs and planning efforts to adapt to climate change impacts
Proactive historic and cultural site protection	Unknown	10	0	Climate Element	Request recommendations from the Tribes for actions Tumwater can take to preserve historic sites and cultural properties.
Workforce development for climate impacted workers	150	50	0	Climate Element	Form partnerships with workforce development organizations to provide services and resources to Tumwater community members that support workers and local businesses affected by climate change.
Sustainable food production and consumption	50	20	20	Climate Element	Explore opportunities for the community to provide and engage in local and sustainable food production and consumption, such as farmers markets and community gardens.
Increase food bank access	50	0	0	Climate Element	Coordinate with the Food Bank to expand access to food assistance services.
Nutritious food access gap analysis	75	15	0	Climate Element	Conduct community outreach to find gaps and barriers in consistent access to nutritious food.
Food Forest Implementation	20	100	0	UFMP	Identify locations in Tumwater and begin scope of work to grow an equitable food forest
Stormwater Design Implementation	0	250	0	UFMP	Working with stormwater utility engineers to identify alternatives to stormwater hardscapes
Additional Tree Plantings	0	20	0	UFMP	Sapling planting in undevelopable parcels throughout the City of Tumwater
Hazard Tree Mitigation	0	60	0	UFMP	Removal and abatement of Hazard trees in City owned properties
Sidewalk Repair	0	100	0		Working with TED to find alternative solutions to sidewalk upheaval

Thurston County Municipal Tree Group	0	40	0	UFMP	Coordinate with the other municipalities to share resources and information to combat issues regards trees in the urban environment.
HOA Engagement	100	100	0	UFMP	Meeting with HOA's to educate them on tree care and mitigation options
Pruning	0	30	0	UFMP	Either assist with or supervise tree pruning in the ROW and Parks
Wood Recycling Program	50	150	0	UFMP	Create, manage, and partner with local industry to recycle all our urban wood waste.
Low Carbon Freight	50	0	0	Climate Element	Collaborate with local businesses and industries to explore low-carbon options for deliveries and the movement of goods into, out of, and through Tumwater
Pre-Event Recovery Ordinance	100	20	25	Climate Element	Explore developing a pre-event recovery ordinance using American Planning Association's guidance that will allow Tumwater to facilitate a Local Recovery Management Organization charged with planning for long-term resident disaster recovery.
Green Space Access Gaps	25	25	25	Climate Element	Utilize data from the Trust for Public Land and from community outreach efforts to find any gaps in equitable access to public green spaces
Native Plant Nursery	10	200	0	Climate Element	Work with local partners, especially representatives of the Tribes, to facilitate a native plant nursery and seed bank to support long-term ecological restoration and foster continued access to culturally significant plants
Historical and Cultural Sites	30	10	0	Climate Element	Request recommendations from the Tribes for actions Tumwater can take to preserve historic sites and cultural properties
Total hours	1150	1230	440		
Number of FTEs to complete work	0.64	0.68	0.24		

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: January 6, 2026
SUBJECT: Employment Agreement for Assistant City Administrator

1) Recommended Action:

Authorize the Mayor to sign an employment agreement with Kelly Adams as the City's Assistant City Administrator.

2) Background:

Earlier this year the Council approved an Employment Agreement template for the ten City of Tumwater Department Directors to ensure consistency in the terms and language for all current and future Directors. When the template was approved, it did not include the Assistant City Administrator. The Mayor would like to provide the same consistency and benefits to the Assistant City Administrator.

Kelly Adams joined the City in February 2025 as the Assistant City Administrator. Kelly provides strategic planning services, coordinates Council's legislative agenda, oversees Economic Development, and leads the implementation of Council's special programs and projects. Prior to joining the City of Tumwater, Kelly served as Special Projects Administrator for the City of Lacey, where she performed similar work supporting organizational priorities. Her public service experience includes work at the Puget Sound Partnership, and the Defense Contract Management Agency. Kelly holds a Master's of Public Administration Degree from the Evergreen State College.

3) Policy Support:

OUR MISSION:

We work in partnership with our community to provide essential services, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

4) Alternatives:

☐ Do not approve this agreement.

5) Fiscal Notes:

The compensation proposed in the contract is sufficiently covered in the City Budget. The salary is within the range for the position.

6) Attachments:

- A. Employment Agreement with Kelly Adams
- B. Assistant City Administrator Class Specification

EMPLOYMENT AGREEMENT

Kelly Adams, Assistant City Administrator

THIS AGREEMENT is entered into as of the 16th day of January 2026, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as “City”, and Kelly Adams, hereinafter referred to as “Employee”. For the mutual benefits to be derived, City and Employee hereby agree as follows:

WHEREAS, the City desires to employ the services of the Employee as the Assistant City Administrator for the City of Tumwater, as provided by Tumwater Municipal Code (TMC) 2.10.025 and the Revised Code of Washington 35A.12.020, and as hereafter amended, respectively; and

WHEREAS, it is the desire of the Council and Mayor of the City of Tumwater to provide certain benefits, establish benefits, establish certain conditions of employment, and set working conditions of the City; and

WHEREAS, it is the desire of the City to: 1) secure and retain the services of the Employee and provide inducement for Employee to remain in such employment; 2) ensure Employee’s peace of mind with future security; 3) promote high standards for ethical behavior; and 4) provide a just means for termination of Employee services at such time as Employee may be unable to fully discharge Employee’s duties or when the City desires to terminate Employee’s employment; and

WHEREAS, the Employee desires to accept employment as the Assistant City Administrator for the City of Tumwater, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree to as follows:

Section 1. Duties. Employee shall perform all duties of the Assistant City Administrator as set forth in the job description (attachment “A”), City’s Personnel/Operating Policies, and other duties as may be assigned from time to time by the City Administrator or Mayor.

Section 2. Term. Employment is “at will” and this Agreement is for an indefinite term of employment with no guaranteed tenure. This Agreement shall be effective as specified herein upon signature by the Mayor, and shall continue until terminated as provided by law or by provisions of this Agreement.

Section 3. Separation/Termination.

A. Employment is “at will”, and this Agreement is for an indefinite term of employment, with no guaranteed tenure. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time.

B. Employee’s employment under this agreement may be terminated upon the occurrence of any one of the following:

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a four (4) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 3(C) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 3(C) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, “cause” means Employee’s conviction of any criminal act, or the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 3(C) shall not apply.

4. Upon City’s written notice of termination to Employee, City may implement such termination as a matter of right without cause, provided that the severance provisions of Section 3(C) shall apply.

C. In the event Employee is terminated by the Mayor pursuant to the provisions of 3(B)(4) of this Agreement, City shall pay Employee a lump sum cash payment equal to six (6) months’ pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to

immediately return to City all the City's property of any kind which may be in Employee's possession.

Section 4. Compensation – Performance Review. The current salary grade for the position is Non-Represented Grade 39. Upon the effective date of this Agreement, the salary for Employee shall be a monthly salary of fourteen thousand three hundred forty-five dollars (\$14,345/month - Grade 39, Step 4), which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance evaluation will be conducted jointly by the Employee and City Administrator or Mayor, at least annually and more frequently if required by the City Administrator or Mayor, or if requested by Employee. Employee will be eligible for annual step increases (if the salary range for the Employee's position would allow) on the Employee's anniversary date upon the completion of a satisfactory performance evaluation. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in this Section except by mutual written agreement between the Employee and City. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 5. Hours of Work. Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal office hours. Therefore, Employee will be allowed administrative leave during normal hours subject to approval by the City Administrator or Mayor.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with the Policy Manual and all other related documents.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently eleven (11) days) as identified within the Policy Manual.

C. Vacation. Employee shall accrue vacation leave at Employee's current rate and increase according to City policies.

D. **Medical Benefits.** The City agrees to and shall put into force for Employee, Employee's spouse or domestic partner, and dependent children, and make required payments for medical, dental, vision, life, disability, and other insurance policies in the same manner as provided to other exempt City employees.

E. **Retirement and Deferred Compensation.** Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall pay the City's contribution towards the Employee's federal social security benefits. The City shall make available to the Employee voluntary deferred compensation plans for long-term savings for retirement and shall make contributions to Employee's deferred compensation plans in the same manner as provided to other exempt City employees.

F. **Professional Development.** The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the City Administrator or Mayor and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses.

G. **Vehicle Use.** The Employee shall have available a City-owned vehicle for use for City business. On those occasions the Employee should need to use Employee's personal vehicle for City business, the Employee will be reimbursed for mileage in accordance with the rates established within the City Personnel/Operating Policies.

H. **Uniforms/Equipment.** Employee shall be furnished the same uniforms and equipment provided to other employees of the department pursuant to the terms of their collective bargaining agreement, and shall be provided replacement uniforms as necessary. Additionally, Employee shall be entitled to all safety equipment, in a good and safe condition for Employee's use while on duty.

I. **Work related expenses.** Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel/Operating Policies. City shall provide and pay for a cell phone for business use only.

Section 7. Bond. The City shall bear the full costs of any bonds required of the Assistant City Administrator under any law or ordinance.

Section 8. Professional Liability. City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or in Employee's official capacity, provided the incident arose while Employee was

acting within the scope of Employee's employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee's service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City's choosing. In the event that the City Council of the City of Tumwater adopts an indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

Section 9. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 8 above.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason, or should any portion of this Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Tumwater
Mayor's or City Administrator's Office
555 Israel Road SW
Tumwater, WA 98501

2. Kelly Adams: at either
Executive Department
555 Israel Road SW
Tumwater, WA 98501

Or
Address on file

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Either party may change the address herein specified by giving written notice of such change to the other party in the manner provided above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this _____ day of _____, 20____.

CITY OF TUMWATER

EMPLOYEE

Leatta Dahlhoff, Mayor

Kelly Adams

Attest:

Melody Valiant, City Clerk

Approved as to form:

Karen Kirkpatrick, City Attorney



Class Title: Assistant City Administrator

Class Code: 105

Department / Division: Executive Department

Reports To: City Administrator

Salary Grade: NR39

FLSA Status: Exempt

Bargaining Unit: Non-represented

FTE Status: Salaried

Flexible Schedule: Remote and flexible schedule options may be available per policy and business need.

This specification describes the general nature and level of work. It is not a contract and does not list all duties.

Classification Summary

Serves as a key member of the City's executive management team, assisting the City Administrator in the overall leadership and coordination of City operations. Provides direct oversight of assigned programs, departments, and special initiatives related to public information, human and community services, and capital project management. Acts as a liaison between City administration, community organizations, and regional partners to ensure the delivery of equitable, high-quality services that align with City goals and strategic priorities.

Distinguishing Characteristics

- This is a senior executive classification responsible for both operational management and strategic initiatives across City departments.
 - The position requires a high level of professional judgment, leadership, and political acumen.
 - The Assistant City Administrator exercises delegated authority from the City Administrator and may act on their behalf during absences.
-

Essential Functions

City Administration & Strategic Leadership

- Assist the City Administrator in conducting the city's business in all areas as assigned.

- Support city directors and departments with research, preparation, and administration oversight for grants applicable to a variety of city capital and community service projects.
- Assist in the preparation of the annual budget and capital facilities plans.
- Represent the city and acts on the city's behalf with local, state and federal agencies, and public organizations, citizens, media, boards, or commissions as assigned.
- Attend city council meetings as necessary, acting as management advisor to the council on community service-related issues; presents written and oral reports and recommendations.
- Supervise, coach and ensure appropriate training is provided to staff including the Economic Development Coordinator and others who may be assigned.

Policy and Legislative Coordination

- Collaborates with internal and external colleagues and partners to develop and implement the City's state and federal legislative efforts.
- Conducts public policy research and fiscal analysis and may participate in and/or coordinate inter-governmental or citizen advisory committees as assigned to analyze, evaluate, communicate and resolve public policy issues.
- May present information on City operations and services at public meetings and facilitate group discussions on complex and/or controversial issues.

Economic Development

- Lead the City's economic development efforts, working to develop, implement and drive progress toward goals, objectives, policies, priorities and strategies, and tracks the community's progress. Collaboratively work with internal and external colleagues and partners to review and update the City's Economic Development Plan, including coordination and cooperation with key community stakeholders.
- Works as liaison with the business community to promote job creation, tax base growth, redevelopment, and other stated objectives.
- Oversees development of strategic internal and external communication tools and approaches to share information and promote business development in Tumwater, including those efforts related to craft brewing and distilling, Tumwater Craft, and other on-going initiatives. Also collaborates with other communities and local partners in the region, such as the Thurston County Economic Development Council and Experience Olympia and Beyond, to foster and promote a desirable business environment.
- Provides research and analysis on business, community and economic trends for the purpose of supporting, developing and monitoring programs and projects that help strengthen the City's economic base.
- Oversees the City's work on brownfield redevelopment initiatives, including those associated with the former Olympia Brewing facility, the former WSDOT Headquarters building, and other sites as they may be identified.

Special Projects and Other Duties

- Organizes special purpose fundraising campaigns related to the City's Old Brew tower and Historical Homes, as the opportunities may arise.

- Facilitates, leads, and/or manages special assignments, projects, programs and community initiatives, such as the City’s Diversity, Equity, Inclusion and Belonging efforts, as assigned by the City Administrator.
- Performs other duties as assigned.

Perform other duties as assigned.

Decision Rights & Problem Solving

- Exercises independent judgment on programmatic and operational matters within assigned areas.
 - Develop recommendations and implement initiatives on behalf of the City Administrator.
 - Approves expenditure and manages contracts within budgetary authority.
 - Acts as the City Administrator during absences when delegated.
-

Supervision Received / Exercised

- **Received:** Reports directly to the City Administrator. Work is reviewed for overall effectiveness and policy alignment.
 - **Exercised:** Direct supervision of assigned managers and program staff; may oversee consultants, contractors, or volunteer programs.
-

Key Relationships

- Internal: City Administrator, Mayor, City Council, Department Directors, and City leadership team.
 - External: Regional agencies, nonprofit partners, state and federal grant administrators, and the general public.
-

Minimum Qualifications (Pathways — meet one)

1. Bachelor’s degree in public administration, business administration, or a related field and at least four (4) years of progressively responsible administrative or management experience; **or**
2. An equivalent combination of education and experience providing the required knowledge, skills, and abilities.

Special Requirements:

- Valid Washington State Driver License and acceptable driving record.
-

Preferred Qualifications

- Master’s degree in public or business administration.

- Experience in local government management or community program administration.
- Demonstrated success managing capital projects and interagency collaborations.

Knowledge, Skills & Abilities

Thorough knowledge of:

- Practices, principles, functions, authorities and organization of municipal government, in addition to awareness of current trends and developments in the field of Public Administration.
- Applicable laws, codes, regulations, policies and procedures related to municipal government and administration, with a preference for Washington State-specific experience.
- Program and project management practices and principles.
- Research methodology and writing techniques, including preparation and presentation of financial, statistical and narrative reports.
- Current issues, trends, strategies and techniques related to community economic development, including federal and state programs.
- Governmental budgeting principles, practices and municipal finance.

Skills in:

- Analyzing situations and data accurately and developing a recommendation for and/or adopting an effective course of action.
- Writing, public speaking and interpersonal community skills.
- Leading and motivating employees.

Ability to:

- Effectively engage with elected and appointed officials to summarize and advise on policy related issues in a balanced and impartial fashion.
- Establish and maintain effective working relationships with both internal colleagues and external partners.
- Knowledge of the
- Evaluate and recommend improvements to various operations, systems, procedures, policies and methodologies with demonstrated collaborative problem solving and dispute resolution skills.
- Be respectful of multiple and differing points of view, and an ability to identify and solicit those viewpoints and build consensus where common ground exists.
- Work on a wide variety of projects with competing priorities and deadlines, and an ability to adjust and adapt as changing circumstances affect priorities and timelines.
- Demonstrate empathy and compassion in providing excellent customer service.
- .

Tools & Technology

Microsoft 365 suite, enterprise project management software, financial systems, and communication tools.

Working Conditions & Physical Demands

Work is primarily performed in an office setting with frequent meetings and public interactions. Regular attendance at evening Council or community meetings is required. Occasional lifting up to 20 lbs. and travel to offsite locations. Reasonable accommodations will be made to enable qualified individuals with disabilities to perform essential functions.

Equity, Safety, and Ethics Commitments

- Demonstrate inclusive, ethical, and transparent leadership.
 - Foster a workplace culture built on respect, communication, and service.
 - Ensure equitable access to community programs and resources.
 - Support the City's commitments to safety, wellness, and sustainability.
-

Classification History

- Created/Modernized: Draft October 2025
- Prior Revisions: March 2020, June 2023
- FLSA Review: Exempt

Approvals: HR Director ____ • Department Director ____ • City Administrator ____

TO: City Council
FROM: Kelly Adams, Assistant City Administrator
DATE: January 6, 2026
SUBJECT: Election of Mayor Pro Tem

1) Recommended Action:

Pursuant to Council Rules, elect a Mayor Pro Tem for 2026-2027.

2) Background:

Council Rules provide the following direction for the selection of the Mayor Pro Tem.

Section 20. Mayor Pro Tem Selection Process

20.1 The Mayor Pro Tem shall be elected to a two year term at the first regular Council meeting in January following a municipal election year. The Mayor shall conduct the election for the Mayor Pro Tem who shall be elected by a majority of the full Council. The Mayor Pro Tem shall be limited to two consecutive terms, unless by unanimous vote the limitation is waived.

3) Policy Support:

VISION | MISSION | VALUES

Our Mission:

We work in partnership with our community to provide essential services, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

4) Alternatives:

None.

5) Fiscal Notes:

There is no fiscal cost associated with the election of the Mayor Pro Tem.

6) Attachments:

None.

TO: City Council
FROM: Karen Kirkpatrick, City Attorney
DATE: January 6, 2026
SUBJECT: Council Position No. 1 Selection Process

1) Recommended Action:

No action needed – this is an update and an opportunity for discussion about the number of applicants who will be interviewed.

2) Background:

Council Member Dahlhoff has been elected as the new Mayor of Tumwater, beginning January 1, 2026. Her current council position is midway through its four-year term. When she resigns to take the position of Mayor, the council position will be vacant. Therefore, Council will need to select a replacement Council Member for Position No. 1 to serve "...until a qualified person is elected at the next election at which a member of the governing body normally would be elected." RCW 42.12.070.

In the past, Tumwater used the application/interview process to select a person to fill a vacant Council position, as there is no process specifically established by state law, other than to indicate the vacancy must be filled by the governing body within 90 days of the occurrence of the vacancy. If the governing body is unable to fill the position within 90 days, the County legislative authority shall appoint a qualified person. If the vacancy is unfilled within 180 days of the vacancy occurring, the Governor appoints the position.

Council previously discussed the timeline, application form, and interview questions. This is an update and an opportunity to discuss the number of applicants who will be interviewed.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

N/A – this is a discussion item only.

5) Fiscal Notes:

N/A

6) Attachments:

N/A

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: January 6, 2026
SUBJECT: Confirmation of Appointment and Approval of Employment Agreement with Paul Simmons as City Administrator

1) Recommended Action:

Confirm the Mayor's appointment of Paul Simmons as the City Administrator and authorize the Mayor to sign the Employment Agreement.

2) Background:

The Mayor is proposing the hiring of Paul Simmons as City Administrator. With more than 30 years in public service, Paul Simmons would bring deep municipal experience and a long track record of leadership in local and regional government.

Paul is currently the Director of Business Administration and Planning for Metro Parks Tacoma where he oversees Finance, Information Technology, Human Resources, Planning, and Marketing and Communications. Prior to Metro Parks, he was with the City of Olympia from 2013-2025 as their Parks, Art and Recreation Director. Paul brings a wide breadth of familiarity with government administration, including work with county and city governments, nonprofit organizations, military bases, universities and parks. The starting salary for the position is \$219,696 with a start date of January 16, 2026.

3) Policy Support:

OUR MISSION:

We work in partnership with our community to provide essential services, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

4) Alternatives:

☐ Do not approve the agreement.

5) Fiscal Notes:

There are funds available to cover the costs for the City Administrator. The salary is within the range for the position.

6) Attachments:

- A. Proposed Employment Agreement with Paul Simmons
- B. City Administrator Class Specification

EMPLOYMENT AGREEMENT

Paul Simmons, City Administrator

THIS AGREEMENT is entered into as of the 16th day of January 2026, by and between the CITY OF TUMWATER, a non-charter optional municipal code city, hereinafter referred to as “City”, and Paul Simmons, hereinafter referred to as “Employee”. For the mutual benefits to be derived, City and Employee hereby agree as follows:

WHEREAS, the City desires to employ the services of the Employee as the City Administrator for the City of Tumwater, as provided by Tumwater Municipal Code (TMC) 2.10.020 and the Revised Code of Washington 35A.12.020, and as hereafter amended, respectively; and

WHEREAS, it is the desire of the Council and Mayor of the City of Tumwater to provide certain benefits, establish benefits, establish certain conditions of employment, and set working conditions of the City; and

WHEREAS, it is the desire of the City to: 1) secure and retain the services of the Employee and provide inducement for Employee to remain in such employment; 2) ensure Employee’s peace of mind with future security; 3) promote high standards for ethical behavior; and 4) provide a just means for termination of Employee services at such time as Employee may be unable to fully discharge Employee’s duties or when the City desires to terminate Employee’s employment; and

WHEREAS, the Employee desires to accept employment as the City Administrator for the City of Tumwater, Washington;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the City and Employee agree to as follows:

Section 1. Duties. Employee shall perform all duties of the City Administrator as set forth in the job description (attachment “A”), City’s Personnel/Operating Policies, and other duties as may be assigned from time to time by the Mayor.

Section 2. Term. Employment is “at will” and this Agreement is for an indefinite term of employment with no guaranteed tenure. This Agreement shall be effective as specified herein upon signature by the Mayor, and shall continue until terminated as provided by law or by provisions of this Agreement.

Section 3. Separation/Termination.

A. Employment is “at will”, and this Agreement is for an indefinite term of employment, with no guaranteed tenure. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate the services of the Employee at any time.

B. Employee’s employment under this agreement may be terminated upon the occurrence of any one of the following:

1. If Employee has been permanently disabled or is otherwise unable to perform their duties because of illness, accident, injury, mental incapacity or health or other disability and is unable to perform their normal duties for a four (4) month period (unless a longer time period is otherwise agreed to by the Mayor) provided; however, this provision shall not be construed to obligate the CITY to compensate Employee during any period of incapacity beyond accumulated sick leave and vacation time, per the City of Tumwater Policy Manual. In the event of disability or inability to perform under this section the provision of 3(C) shall not apply.

2. By the Employee upon thirty (30) days advance written notice to the City. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position, subject only to the provisions set forth in this Agreement. In the event of a resignation under this subsection, the provisions of 3(C) shall not apply.

3. Immediately by City for cause. For purposes of this subparagraph, “cause” means Employee’s conviction of any criminal act, or the occurrence of any of the events as set forth in City of Tumwater Policy Manual, Personnel Policy Section 4.07.01(1). In the event of termination for cause, the provision of Section 3(C) shall not apply.

4. Upon City’s written notice of termination to Employee, City may implement such termination as a matter of right without cause, provided that the severance provisions of Section 3(C) shall apply.

C. In the event Employee is terminated by the Mayor pursuant to the provisions of 3(B)(4) of this Agreement, City shall pay Employee a lump sum cash payment equal to six (6) months’ pay. The City agrees to pay Employee any unused sick leave and vacation leave consistent with City policy. Employee agrees to

immediately return to City all the City's property of any kind which may be in Employee's possession.

Section 4. Compensation – Performance Review. The grade range for the position is Non-Represented Grade 44 Step 4. Upon the effective date of this Agreement, the salary for Employee shall be an annual salary of Two Hundred Nineteen Thousand Six Hundred Ninety Six Dollars (\$219,696) – Grade 44, Step 4), which salary shall be paid in accordance with the normal and usual procedure for payment of employees of the City. Employee shall be entitled to receive annual cost-of-living increases based on the percentage of increase provided to other exempt employees. Employee's performance evaluation will be conducted jointly by the Employee and Mayor, at least annually and more frequently if required by the Mayor, or if requested by Employee. Employee will be eligible for annual step increases (if the salary range for the Employee's position would allow) on the Employee's anniversary date upon the completion of a satisfactory performance evaluation. At any time during the term of the Agreement, City may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in this Section except by mutual written agreement between the Employee and City. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, City and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Section 5. Hours of Work. Employee's work schedule shall be a minimum of forty (40) hours per week. Employee is an exempt employee under the terms of the Fair Labor Standards Act and shall not be compensated for overtime work. Employee's schedule of work each day and week shall vary in accordance with the work required to be performed including such time as may be necessary outside normal office hours. Therefore, Employee will be allowed administrative leave during normal hours subject to approval by the Mayor.

Section 6. Benefits. The following benefits shall be provided to Employee:

A. Sick Leave. Employee shall be provided one (1) day of sick leave per month as provided for employees of the City in accordance with the Policy Manual and all other related documents. Employment will begin with eighty (80) hours of banked sick leave.

B. Holidays. Employee shall be entitled to take such paid holidays as are established by the City for exempt employees (currently eleven (11) days) as identified within the Policy Manual.

C. Vacation. Employee shall accrue vacation leave at Fourteen (14) hours per month and increase according to City policies. Employment will begin with eighty (80) hours of banked vacation leave.

D. Medical Benefits. The City agrees to and shall put into force for Employee, Employee's spouse or domestic partner, and dependent children, and make required payments for medical, dental, vision, life, disability, and other insurance policies in the same manner as provided to other exempt City employees.

E. Retirement and Deferred Compensation. Employee shall be enrolled in the applicable retirement system available to Employee pursuant to the laws of the State of Washington. Both the City and Employee shall make the contributions that are required to be made in accordance with the applicable laws of the State of Washington. The City shall pay the City's contribution towards the Employee's federal social security benefits. The City shall make available to the Employee voluntary deferred compensation plans for long-term savings for retirement and shall make contributions to Employee's deferred compensation plans in the same manner as provided to other exempt City employees.

F. Professional Development. The City agrees to pay the expenses of Employee attending professional association meetings and conferences subject to scheduling and approval by the Mayor and to the extent budget funds are approved by the City Council, including such meetings and conferences necessary to maintain professional certifications. The City further agrees to pay annual dues necessary to maintain professional certifications/licenses.

G. Vehicle Use. The Employee shall have available a City-owned vehicle for use for City business. On those occasions the Employee should need to use Employee's personal vehicle for City business, the Employee will be reimbursed for mileage in accordance with the rates established within the City Personnel/Operating Policies.

H. Uniforms/Equipment. Employee shall be furnished the same uniforms and equipment provided to other employees of the department pursuant to the terms of their collective bargaining agreement, and shall be provided replacement uniforms as necessary. Additionally, Employee shall be entitled to all safety equipment, in a good and safe condition for Employee's use while on duty.

I. Work related expenses. Employee shall be reimbursed for work-related expenses the same as other employees as provided by the City's Personnel/Operating Policies. City shall provide and pay for a cell phone for business use only.

Section 7. Bond. The City shall bear the full costs of any bonds required of the City Administrator under any law or ordinance.

Section 8. Professional Liability. City agrees to defend, hold harmless, and indemnify Employee from all demands, claims, suits, acts, errors, or other omissions in legal proceedings brought against Employee in Employee's individual capacity, or in Employee's official capacity, provided the incident arose while Employee was acting within the scope of Employee's employment. This indemnity and hold harmless agreement shall not apply to any dishonest, fraudulent, criminal or malicious act of the Employee or to any act of the Employee which is not performed on behalf of the City or which is outside the scope of Employee's service or employment with the City. This promise to indemnify includes the reasonable costs of defense by counsel of the City's choosing. In the event that the City Council of the City of Tumwater adopts an indemnification ordinance of general application for City officers and employees, this provision shall be void and the ordinance shall control.

Section 9. General Provisions.

A. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise.

B. The parties hereby further agree that this Agreement cannot be amended or modified without the written concurrence of both parties; provided, however, that nothing herein shall be interpreted to limit or prohibit the City from adopting personnel rules and policies and otherwise establishing standards for the Employee's performance. In the event of conflict between such rules and this Agreement, this Agreement shall control except as provided in Section 8 above.

C. If any provision of this Agreement is held to be unconstitutional or otherwise invalid for any reason, or should any portion of this Agreement be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of the Agreement or its application.

D. Notice. Any written notices required to be given by the City to Employee, or by Employee to the City, shall be delivered to the following parties at the following addresses:

1. City of Tumwater
Mayor's Office
555 Israel Road SW
Tumwater, WA 98501
2. Paul Simmons: at either
Executive Department
555 Israel Road SW
Tumwater, WA 98501

Or
Address on file

Any notices may be either delivered personally to the addressee of the notice or may be deposited in the United States mails, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Either party may change the address herein specified by giving written notice of such change to the other party in the manner provided above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and executed as of this _____ day of _____, 20____.

CITY OF TUMWATER

EMPLOYEE

Leatta Dahlhoff, Mayor

Paul Simmons

Attest:

Melody Valiant, City Clerk

Approved as to form:

Karen Kirkpatrick, City Attorney

Class Title: City Administrator**Class Code:** 101**Department:** Executive (EXD)**Reports To:** Mayor**Salary Grade:** NR44**FLSA Status:** Exempt**Represented:** No**FTE Status:** FT Salaried**Competency Level:** Executive**Telework/Flex Schedule:** Allowed

General Statement of Duties: Serves as the chief operating officer for the city and performs work encompassing the operation and general supervision of all City departments and administrative affairs of the city subject to the authority vested by the mayor; implements policies established by the City Council and Mayor and recommends policies and programs for Council consideration; responsible for the effective utilization of the human, financial and material resources of the city.

Essential Job Duties:

1. Plans, directs, coordinates and administers the activities of all city departments in the implementation of the requirements of decisions, regulation, and policies of the City Council.
2. Coordinates the preparation of the strategic planning, operating budget; reviews and analyzes budget and is responsible for its administration after adoption; monitors purchases and expenditures of all departments.
3. Provides written or oral information and recommends action to the Mayor and Council on such measures as deemed necessary or as requested.
4. Reviews and approves operating procedures and performance standards for city departments.
5. Recommends organization, staffing, and supervision of city operations.
6. Responsible for overall supervision, direction, evaluation, training and recruitment of City personnel.
7. Attends full meetings and work-sessions of the City Council; represents the City in interjurisdictional matters and meetings and responds to the media and other organizations as necessary.
8. As management representative, may participate in union negotiations and provides recommendations regarding negotiation strategy.
9. Assists the mayor generally in conducting the City's business in all matters and performs other duties and assumes other responsibilities as the Council or Mayor directs, or as ordinances and resolutions of the City Council require.

Performs other duties as required.

Knowledge, Skills, and Abilities:

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. The requirement listed below are representative of the knowledge, skills and abilities required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Extensive knowledge of modern principles and practices of municipal government, including program planning, direction, coordination and evaluation.
2. Extensive knowledge of municipal finance, including capital improvement programs and municipal budget law.
3. Knowledge of modern human resource management principles and practices including teambuilding; strategic thinking, global perspective and fostering diversity, equity and inclusion.
4. Knowledge of strategic information technology issues.
5. Knowledge of administrative techniques required to effectively coordinate activities of all city departments.
6. Knowledge of municipal codes and policies with superior knowledge of local government acumen and technical skills.
7. General knowledge of key issues affecting city governments including modern public safety, economic development and environmental sustainability.
8. Ability to present ideas and data clearly and concisely both orally, and in writing, to groups and individuals.
9. Ability to articulate the City vision, mission and strategic goals as formulated by the Mayor and City Council to employees, community members, partner agencies and other stakeholders.
10. Ability to work seamlessly in a digital environment and have modern technical skills to utilize key management technology systems and personal devices.
11. Exercise keen judgement, imagination and foresight in making management decisions and developing long-range plans.
12. Plan for the financial strength of the City through the development and coordination of programs for generating revenues, controlling expenses and efficient utilization of resources.
13. Analyze a wide variety of information, and to prepare clear and concise reports.
14. Establish and maintain effective working relationships with elected officials, other local jurisdictions and partners, union representatives, local organizations, and the public.
15. Analyze organizational and administrative problems.
16. Adopt or recommend an effective course of action and provide leadership to others in such action.
17. Delegate responsibility in balance with available resources.

Minimum Qualifications: Bachelor's degree in public administration, business administration, or closely related field and 5 years of progressively responsible and well-rounded experience at the management level of a public sector agency with broad working knowledge of local government, and municipal services.

Preferred Qualifications: Master's degree in public or business administration. Ten (10) years of demonstrated successful management experience as a city department director, assistant city administrator/manager or city administrator/manager. Designation as an ICMA Certified Manager.

Training/Licenses/Certifications: Possession of a valid Washington State Driver's License and an insurable driving record may be required.

Other Requirements: Must be able to pass background and credit check, and driver's abstract check.

Supplemental Information:

Contacts: Contact includes citizens, personnel of all departments and divisions, the business community, neighborhood organizations, the media, chief administrative officers and elected officials of other communities, and City Council members. The City Administrator is occasionally involved in highly sensitive and/or emotional interactions requiring skill in gaining the trust and confidence of others. Professional development and contact with management professionals of other agencies and jurisdictions is encouraged to keep current on trends and new developments in the field of municipal management. Contacts with an increasingly diverse City population including a growing Hispanic/Latino population and important Native American tribal stakeholders.

Supervision: This position reports to the Mayor. Work is subject to general direction by the Mayor and Council and is reviewed through discussions and analysis of recommendations and results achieved, and adherence to federal, state and local laws, and policies. Supervision, direction and personnel management of city department heads is required.

Accountability: Major decisions affecting the effective operation of City functions are the responsibility of the City Administrator and errors could cause serious setbacks to the City's ability to carry out its mission. The City Administrator is directly responsible to the City Council for the effective operation of all City functions.

Working Conditions: Positions in this class perform work predominately under normal office working conditions; considerable time working at a computer station is

a regular part of the job. Travel to other local municipal and agency partners regularly required. Managing a flexible work schedule with evening meetings is required. Reliable, punctual attendance is required.

Physical Requirements: Work is often performed in an office setting either at City Hall or from a home office. Specific physical requirements and typical working conditions for this position are on file in the Administrative Services Department.

The City of Tumwater is an Equal Opportunity Employer (EOE) and does not discriminate in employment on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor.

The City of Tumwater is committed to wellness, safety, the environment and equity.