



**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, September 17, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: National Voter Registration Day, September 17, 2024
 - [b.](#) Proclamation: Constitution Week, September 17-23, 2024
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, July 23, 2024
 - [b.](#) Approval of Minutes: City Council Work Session, August 27, 2024
 - [c.](#) Approval of Minutes: City Council, September 3, 2024
 - [d.](#) Payment of Vouchers (Finance Department)
 - [e.](#) Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 (Public Works Committee)
 - [f.](#) Advisory Board Appointment of Carissa Parvin to the Barnes Lake Management District Steering Committee (Executive Department)
 - [g.](#) Reappointment of Kathy Peterson, Cecil Weaver, and Judith Loft to the Barnes Lake Management District Steering Committee (Executive Department)
- 7. Council Considerations:**
 - [a.](#) Agreement for the Transfer of Interests in Brewery Assets with City of Lacey (Public Works Committee)
 - [b.](#) Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program (Public Works Committee)
- 8. Committee Reports**
 - a. Public Health and Safety Committee (Peter Agabi)
 - b. General Government Committee (Michael Althausen)

- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 838 2116 1375 and Passcode 482491.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 838 2116 1375 and Passcode 482491.

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_0at5hmOfTXm_QxIL6TYDFQ

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 recording of this meeting will be available within 24 hours of the meeting.

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 Clerk by calling (360) 252-5488 or email CityClerk@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 contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the City of Tumwater and Thurston County are committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish National Voter Registration Day on September 17, 2024; and

WHEREAS, the goal for the 2024 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day; and

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

September 17, 2024

National Voter Registration Day

and I encourage all eligible City of Tumwater residents to register to vote, to vote when they receive their ballot, and to encourage their neighbors to vote.

Signed in the City of Tumwater, Washington, and recognized on this 17th day of September in the year, two thousand twenty-four.



Debbie Sullivan

Debbie Sullivan
Mayor

Proclamation

WHEREAS, September 17, 2024, marks the two hundred thirty-seventh anniversary of the framing of the Constitution of the United States of America in 1787 by the Constitutional Convention in Philadelphia, Pennsylvania; and

WHEREAS, the U.S. Constitution stands as a testament to Americans who have worked throughout history to protect our liberties, freedoms, and inalienable rights; and

WHEREAS, each of us bear a solemn responsibility to promote the ideals in the Constitution by actively supporting and participating in our Government institutions and working together to build strong communities; and

WHEREAS, Congress, by joint resolution on August 2, 1956, requested that President Eisenhower proclaim the week beginning September 17 and ending September 23 of each year as "Constitution Week"; and

WHEREAS, One of the aims of Constitution Week celebration is to inform people that the Constitution is the basis for America's great heritage and the foundation for our way of life; and

WHEREAS, the Sacajawea Chapter of the National Society Daughters of the American Revolution was originally organized by thirteen Olympia women in 1905. This local chapter is dedicated to promoting patriotism, preserving American history, and securing America's future through better education of our children.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

September 17-23, 2024
Constitution Week

and I call upon the people of the City of Tumwater to recognize and celebrate the importance of the Constitution of the United States, the guarantees in the Bill of Rights, and the freedoms derived from these important documents by visiting the Tumwater Library during the month of September to learn more about these documents and the history of the United States of America.

Signed in the City of Tumwater, Washington, this 17th day of September in the year, two thousand twenty-four.




Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
JULY 23, 2024 Page 1

CONVENE: 6:00 p.m.

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

Excused: Councilmembers Michael Althausen and Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Community Development Department Director Michael Matlock, Police Chief Jon Weiks, Transportation & Engineering Assistant Director Mary Heather Ames, IT Manager Lance Inman, Planning Manager Brad Medrud, and Housing and Land Use Planner Erika Smith-Erickson.

**10-YEAR
 DESTINATION
 MASTER PLAN, A
 COMMUNITY-
 DRIVEN
 SUSTAINABLE
 TOURISM PLAN:**

Annette Pitts, Chief Executive Officer, Experience Olympia & Beyond Visitor and Convention Bureau (VCB), briefed the Council on the 10-Year Destination Master Plan, a community-driven sustainable tourism plan.

The plan was completed in response to industry evaluations identifying that the region was weak as a destination, needed community alignment and partnership, and the VCB was operating with an outdated organizational model and struggling to rebound from lost hospitality jobs due to the COVID pandemic. In addition to promoting tourism in the region, the plan focuses on hospitality and creating an environment for teamwork where all peers from all jurisdictions understand their role and move in the same direction to achieve a common goal.

During the development process, 29 issues and opportunities were identified. Findings in the plan are recommendations or opportunities. Over 1,000 individuals participated in the planning process. The team process included multi-jurisdictional support with each funding municipality supporting efforts in addition to the Thurston Economic Development Council, Thurston Chamber of Commerce, and other civic organizations. A committee guided the process with members representing many interests. The project was launched in June 2023 and concluded in June 2024.

Initial work began with the consultant visiting different locations throughout Thurston County over a three-day period to learn about different destinations and attractions and meeting with stakeholders at each location. A comprehensive review was completed of over 100 economic development plans from the region to avoid conflicts and not counter efforts and values deemed important by the community, as well as assessing the number of opportunities that would be available for collaboration that were not occurring because of independent efforts in the region.

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The steering committee completed an analysis of strengths, weaknesses, opportunities, threats, industry trends, COVID impacts, and consumer trends. Gap and market analyses were also reviewed. A comprehensive surveying process was completed of stakeholders in the industry, residents, perspective visitors, and people who have visited the region. Other outreach included one-on-one meetings with stakeholders, industry focus groups, a public forum for the community to learn about the process and provide feedback, and a visioning workshop series with stakeholders to review information collected to date to initiate a prioritizing process.

The outcome of the various outreach processes resulted in the identification of 29 repeating priorities. The steering committee reviewed the priorities countywide and categorized them in three tiers of actions. The steering committee recommended prioritizing the following items on a countywide level:

- Agritourism and the Thurston Bountiful Byway
- Arts, Entertainment, Live Music, and Nightlife
- Conference and Meeting Space
- Destination Stewardship (Sustainability)
- Advance, Festivals, and Seasonality
- Expanded/Diversified Lodging
- Family Attractions
- Quiemuth Resort Complex
- Retail and Commercial District Development
- Sporting Events & Facilities
- Waterfront Activation

Phase 2 top priorities included:

- Aviation Planning
- Culinary destinations
- Downtown Olympia Development
- Mental Health and Related Issues
- Outdoor Recreation
- Tourism Funding
- Trails and Networks

The steering committee considered each of the opportunities in terms of the amount of resources required to implement, authority limits, and the ability to affect change.

The third tier or the monitoring phase priorities included:

- Craft Beverage Marketing & Promotion
- Doing Business in New Investments
- Equestrian Tourism
- Innovation & Technology

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- Public Gathering Spaces
- Workforce Housing

Each opportunity is supported by findings within the Destination Master Plan detailing the opportunity and the type of action to pursue.

The steering committee recognized that only some of the opportunities could be steered by the VCB. Members developed another list reviewed by the Board during its retreat. The Board identified the following initial priorities:

- Connectivity (Wayfinding & Marketing Dispersion)
- Outdoor Recreation (Signage & Small Business Infrastructure)
- Sporting Events & Facilities
- Tourism Funding
- Tribal Relationships & Tourism

Other Board key takeaways and actions included:

- Research tourism funding options
- Explore creating a 501(c)3 organization to focus on education, arts, and public safety
- Advocate for statewide tourism funding
- Seek guidance and assistance from AIANTA (American Indian and Alaska Native Tourism Alliance)
- Build and strengthen alliance with current partnerships
- Reach out, listen, and learn with and from partners
- Develop and inventory of known assets that support each initiative
- Communicate, build support, explain the “why”, and articulate the benefits
- Strived to be more competitive for scarce resources
- Speak and advocate collectively with one voice

Next steps are integrating initial efforts within the VCB’s 2025 budget, reconvening the Destination Master Plan Steering Committee, transitioning the committee to a Destination Master Plan Task Force to include other interested parties, and reviewing case studies of other communities that implemented destination master plan priorities.

Ms. Pitts encouraged the Council to take advantage of becoming involved in the planning of destination development within the community.

**DIVERSITY, EQUITY,
INCLUSION, AND
BELONGING –
BUDGET PLANNING:**

Manager Medrud reported Dr. Linda Paralez with Demarche Consulting Group, will present a summary of work to date on implementing the City’s culture of Diversity, Equity, Inclusion, and Belonging (DEIB) beliefs. The management team is reviewing the information to determine the next steps for incorporating DEIB into the City’s biannual budget process. The

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project has morphed since the start and is responding to new questions that were not foreseen when the process was initiated.

Dr. Paralez reported the Demarche Consulting Group has been in existence for approximately 35 years and experienced in working with city and town governments, as well as understanding the challenges of city management, city department management, and asset management. It has been a pleasure working with the City's leadership team.

The focus of the work over the last six months was an agenda of learning. The objectives with the leadership team focused on providing individuals with awareness of self and the principles of Diversity, Equity, Inclusion, and Belonging to build a foundation of shared language, better capacity, and to model empathy and behavior with staff and the community, and learning to be more curious, accountable, and comfortable with courageous conversations.

Participants received a workbook for self-driven learning in DEI. The workbook includes exercises and topics ranging of biases, privilege, stereotypes, and differences between systemic and structural racism and discrimination.

Participants started with defining terms and building a shared language. The acronym DEIB was the starting point beginning with the definition of Diversity. Diversity is simply an outcome of practices, policies, systems, and service levels, etc. Diversity appears in housing codes, ordinances, hiring practices, community policing, human and legal services, customer service, and community outreach. Essentially, diversity is the community's reputation as a welcoming and affordable place to live.

Equity is the desired outcome by pursuing a continual audit of policy, practices, service levels, and selection of projects to ensure the equitable distribution of resources and services, accommodation for underserved populations and individuals, e.g., handicapped access, cooling centers, wellness checks, affordable housing, public defenders, human services, etc., and reasonable accommodation within the workplace.

Inclusion is defined as behavior reflective of both a community's and an organization's culture and a shared belief about working together for a 'greater good.' Inclusion requires transparency, outreach, extensive planning and, measured inclusiveness.

Belonging is how one feels. Belonging is the sense of psychological safety in the workplace and in the institutions of the community (schools, centers, parks, shopping areas, etc.). Belonging is often measured by the participation of citizens and staff in surveys about how they feel about their community, its amenities, and their access to them.

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Participants spent time on gaining a shared language about what DEIB is or is not. Participants discussed the difference between explicit and implicit types of biases. Different types of biases included:

- Confirmation Bias: Only seeking data, analysis, and hires that confirm pre-existing views.
- Affinity Bias: Tending to listen to/favor those individuals most similar to us in style, education, background, interests, culture, etc.
- Attribution Error or Bias: Not considering situational factors when assessing others' behaviors or performance.
- Performance Bias: Letting recent events skew perspective on long-term trends.
- Groupthink Bias: Lack of dissenting perspectives or diverse debate when making major decisions.
- Survivorship Bias: Only examining what succeeded rather than lessons from failures.
- Beauty Bias: The assumption that attractive people will perform and be treated better. The belief that certain positions require attractive people.
- Just World Bias: The belief that “You get what you deserve.”
- Retribution Bias: The assumption that inflicting punishment is more important than preserving the relationship.
- Racial, Cultural, Language, or Name Bias: Showing a preference for one race over another. Judging or treating people differently based on their names. Having difficulty accommodating language or cultural norms.
- Age Bias: Denying opportunities or treating someone differently because of their age.
- Gender Bias: Passing judgment based on traditional traits defining masculinity or femininity.

Participants reviewed the list of biases and learned how they are applied in the workplace and how they are applied as leaders. Gender, beauty, just world, retribution, racial, cultural, language, or name bias, and age bias are examples of explicit bias that are part of a person’s habitual thinking.

Participants developed an equity maturity model. Four areas of focus were identified within the organization. The areas include communication, standards, performance, and improvement. Within the four areas, four categories were developed of emerging, basic and compliant, progressing and tactical, and integrated and strategic. Everyone agreed the process was at the emerging levels, and in some areas, achieving basic and compliant. Participants then built a DEIB strategic plan for the next several years outlining tangible steps the City could pursue to create a

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more equitable environment and embedding equity tools into decision-making and a commitment to develop an inclusive community.

The three areas of emphasis are organizational culture, communications and engagement, and plans, policies, and budgets. The information will be carried forward to the Council's budget work in terms of areas of emphasis and areas of integration into budget work and integration into departmental priorities that align with a DEIB value set.

The budget work with the DEIB Strategic Plan specifies that once there is agreement on the first biennium priorities, priorities will be developed by leads.

Dr. Paralez reported she met with directors to learn about resource constraints and organizational needs to assist them in closing resources gaps to incorporate DEIB values in all programs and projects and service levels to ensure the City continually invests in both the organization and the community.

Councilmember Dahlhoff asked how the City's boards and commissions are factored within the spectrum of work. Dr. Paralez explained that shared language would serve as the foundation for all boards and commissions.

Mayor Sullivan noted that a substantial amount of work has been ongoing for some time. It is important to establish the foundation first to move forward with the entire process. The first step is focused on executive staff, directors, and managers to ensure everyone is focused on a mutual outcome of the same language and understanding for communicating.

Councilmember Cathey inquired about the reason and timing to add "belonging." Dr. Paralez said conversations occurred as part of the initial discussions as the process moved toward developing a shared language. She shared with the leadership team case studies from the City of Seattle and King County and the use of language and racial equity toolkits and a different emphasis on race as a foundation for their metrics and outreach. Those communities are quite different, as well as larger and have different demographics than the City of Tumwater. The City of Tumwater does not have similar racial diversity that would lend itself to adding racially diverse groups or racial issues. The conversations centered on the direction of helping staff and leadership understand racial issues, racial consequences, and problems. Participants also discussed whether it would be important to understand diversity in the larger context of inclusion, equity, and belonging, which appeared to be a better emphasis to share with staff. The proposal does not eliminate the issue of race as a part of DEIB. Rather, it would not be the primary emphasis for the City of Tumwater.

Councilmember Cathey replied that as a City, it is important for everyone to believe they belong. It is important for women to believe they belong within the structures of the City. Her question pertains to where

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“belonging” fits and whether it applies to decisions or specific categories such as racism or misogyny. Dr. Paralez responded that belonging is typically measured in terms of psychological safety, which is typically translated as to how safe a person believes they can contribute their honest thoughts, feelings, and opinions, or whether they are required to “tow the line” and speak the unwritten rules. Another measure is how long a person’s mistake is remembered within the organization and whether the mistake is ever forgotten.

City Administrator Parks added that she joined the City after the project was initiated. She understood that the focus of the work by Dr. Paralez was on the City as an organization and how to improve its systems, policies, and processes by incorporating diversity, equity, inclusion and belonging values and beliefs within the organization. The first step was identifying shared language by the leadership team in terms of how they lead teams of employees by example and modeling DBEI values in all City operations. It was important for the leadership team to develop shared language to ensure expectations, processes, and permissions, and to encourage staff to incorporate and embrace shared language around DEIB beliefs. The work completed to date is internally focused on the City as an organization.

Councilmember Cathey said she is hopeful moving forward, that the City does not downplay racism or that Tumwater does not have the issue of racism. City Administrator Parks acknowledged the importance and shared the management team’s two-hour conversation addressing racism as part of developing shared language with no intent to downplay racial equity or racism. Those are issues in Tumwater that should be addressed. It was also recognized that Tumwater has other equity and diversity issues that must be addressed.

Councilmember Jefferson commented that it appears DEI is now considered and used often in a negative connotation. She asked whether staff members have been receptive or whether there has been pushback. Dr. Paralez said she has not had an opportunity to work individually with staff members at this point in the process. However, she has received feedback from managers that they have received some negative reactions from staff. She is not surprised based on her work with other cities and counties where she encountered similar pushback from employees questioning the process and the time consumed on the process. Politically, it is correct that there are factions of people who see DEI as a negative connotation where standards are lowered to hire people who are not qualified for the position, which is not the intent of DEI. DEI desired by organizations augment the organization by affording greater cultural competency and diversity.

Councilmember Dahlhoff asked whether the City is a member of the Government Alliance on Race and Equity (GARE). Her state agency

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practices the language of pro-equity and anti-racists. She asked how GARE and the Office of Equity are factored within the project.

Manager Medrud affirmed the City is a member of GARE and continues to monitor GARE communications to incorporate and align within the current framework of the project. GARE is a detailed process and is important to incorporate and translate to benefit the City as a resource rather than as a guiding document.

Discussion ensued on the negativism associated with DEI both politically and by some factions of society. Dr. Paralez pointed out that the effort is about the organizational culture and that the work becomes part of the cultural and values. The program is not intended to consider whether employees are racists or bad people. The program is about the culture of inclusion, belonging, equity, and self-awareness by the organization and staff.

City Administrator Parks added that the intentional strategy was to ensure the management team was comfortable with the language because there was a lack of understanding. To expect staff to become more comfortable with the concepts and values of diversity, equity, and inclusiveness as an organization, it was important to ensure the management team supported the concepts and shared values because they are inherent in the City's operations and delivery of services.

Councilmember Agabi said he is appreciative of the conversation. He was born in Nigeria. He referred to the U.S. Census Bureau Education Institute Study that reflects that Nigerians are the most educated immigrant group in the United States versus natural born Americans. Equity, inclusion, and belonging are all important but those who have the least to contribute to any meaningful discussion are often overcome by fear. Ignorance can be bliss as well as a disease. He acknowledged that the City has racial issues and if the City has diversity, equity, and inclusion and belonging as either a policy or a philosophy it benefits and helps everyone as it speaks to a welcoming City to everyone. He is appreciative of the discussion by the Council and thanked Dr. Paralez for the presentation.

Mayor Sullivan thanked Dr. Paralez for providing the update and for assisting the City in building a foundation of DEIB within the City.

City Administrator Parks added that Tumwater has experienced racial issues and racial tension surrounding incidents. During meetings with staff and with the Mayor, efforts over the next several months will explore the idea of creating an Equity Commission for the City of Tumwater. The first steps are understanding the issues and learning about different experiences members in the community have experienced. Over the next several months, staff will engage in some listening sessions and research. Staff is reaching out to leaders in BIPOC communities to learn about issues and experiences to help define the issues an Equity Commission could address or tasks and purposes to assign. Meetings will be scheduled to

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learn about individual experiences specifically around racism and equity. Concurrently, staff will review similar efforts by other cities. Staff proposes including funds in the budget for early 2025 to hire a consultant to assist in establishing an Equity Commission, appointing members, and developing bylaws and procedures. The budget will need to account for resources necessary to support the new entity. Some initial conversations have been held with several Councilmembers regarding the concept.

City Administrator Parks responded to questions about potential impacts to the budget and to other projects. Initial efforts will be completed within current organizational capacity. Based on her knowledge no other projects would be delayed or impacted.

Councilmember Cathey suggested that issues experienced by the LGBTQIA+ community should also be included within the discussions through the City's work on DEIB or the Equity Commission. City Administrator Parks affirmed LGBTQIA+ would be included in the efforts to establish an Equity Commission.

**MUNIFIN 201 -
BUDGET**

Director Niemeyer reported the City budget is a legal document establishing the City's spending authority (allocations) and spending plan. The challenge of a biennial budget is forecasting expenditures and revenues over a two-year period. The budget aligns with Council goals and priorities.

The City is required to submit the City's approved budget to the State Auditor's Office and MRSC. Approval of the budget includes two public hearings and passage of the budget ordinance by the City Council. The budget can only be amended by ordinance.

The budget planning process was initiated during the Council's retreat in early 2024. The Council reviewed recent accomplishments and updated the Council's goals and priorities. During the interim, workforce planning has been in progress to determine department needs, resources, and any constraints. Staff continues work on a salary survey to update the non-represented compensation plan.

Next steps are development of the general fund revenue forecast, strategic planning, and ongoing DEIB work. Additionally, Director Smith is working with a consultant on a rate study for all utilities for a 10+-year forecast.

Estimation for the needs of the City considers income, people, and projects requiring difficult decisions. Other budget considerations are the state of the economy today and the future, inflation, staff salaries and benefits, all programs, new legal requirements, and any unfunded mandates by the state.

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Key considerations for the budget include staffing resources of City departments, facility and maintenance needs, and space needs to accommodate employees.

The staff budget process begins with review and completion of budget schedules by directors for new budget requests for employees, capital projects, training, and professional services. Each director meets with the City Administrator and Finance Director to review the schedules. The Mayor and the City Administrator meet and develop the Mayor's proposed budget. This year's process was changed to incorporate a team approach by adding a step to the budget process with all directors meeting together to share information on each department's ideas and needs for the budget with explanations for budget requests and question and answer opportunities.

The Mayor's budget will be released shortly. The last budget was 379 pages. The budget includes the Mayor's Message, Council Goals and Priorities, Financial Summary, and all department schedules.

Following the release of the Mayor's proposed budget, three Council budget workshops are scheduled to review the budget. Two public hearings are required to comply with state law. The City is required to approve two property tax levies for the City and the Metropolitan Park District, as well as adoption of City's fee schedule for 2025. Adoption of the budget is scheduled at the Council's first meeting in December 2024.

Director Niemeyer described different funds/accounts in the budget.

Within the current biennium budget, nearly 70% of the budget is for salaries and benefits. Inflation continues to decrease with a local inflation rate of 3.8% and 3.0% nationally. Despite the decrease in inflation, prices for many commodities and products have not reduced. If revenues increase in the general fund by 5% with inflation at 3.8% and high prices continuing, any remaining revenue would be limited requiring many difficult budget decisions.

**COUNCIL
CONSIDERATIONS:**

**INTERLOCAL
AGREEMENT AND
MEMORANDUM OF
UNDERSTANDING
BETWEEN THE CITY
OF TUMWATER AND
THURSTON COUNTY
REGARDING THE**

City Administrator Parks reported the proposal pertains to the Thurston County CDBG Entitlement Program with the Department of Housing and Urban Development (HUD). The program includes an entitlement component of an allocation based on population and income levels and a competitive component for CDBG funds administered through a variety of sources. The proposal is specific to urban and county entitlement funds effective in 2013.

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**COMMUNITY
DEVELOPMENT
BLOCK GRANT
ENTITLEMENT
PROGRAM:**

The original interlocal agreement and memorandum of understanding was executed between Thurston County, City of Tumwater, and the City of Lacey. The agreement covers a three-year term of how funds will be used and allocated. The agreement includes an automatic renewal for an additional three-year term, as well as a requirement for Thurston County to provide notice at the end of each three-year term enabling parties to withdraw. The current allocation to Thurston County would be allocated on a three-year cycle each year to Thurston County, City of Tumwater, and City of Lacey with 20% retained by Thurston County for administrative costs of the program.

During this cycle, the City of Lacey elected not to participate in the program because the city is eligible to participate separately as an entitlement community. The proposal reflects the removal of the City of Lacey and establishes a two-party interlocal agreement and memorandum of understanding between the City of Tumwater and Thurston County. The provisions have not changed and reflect a three-year term and an automatic renewal and notice to withdraw process. The total amount of CDBG funds will be allocated to the two parties with 20% retained by Thurston County to administer the program. Although Tumwater will receive less money (reduced by City of Lacey's withdrawal), the City's will receive CDBG funds every two years rather than every three years.

Thurston County is required to meet HUD deadlines for submittal of the agreements by August 15, 2024.

MOTION:

Councilmember Cathey moved, seconded by Councilmember Jefferson, to authorize the Mayor to sign the Interlocal Agreement and Memorandum of Understanding between the City of Tumwater and Thurston County for joint participation and governance in the Community Development Block Grant Entitlement Program administered by the U.S. Department of Housing and Urban Development. A voice vote approved the motion unanimously.

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

The Capitol Boulevard/Trosper Road Roundabout project ribbon cutting ceremony is scheduled on Wednesday, July 24, 2024 at the corner of Capitol Boulevard and Trosper Road at 1 p.m.

City Administrator Parks reviewed the schedule of Screen on the Green movies over the summer.

The recommendations offered by the Council for the Davis Meeker Garry oak tree were implemented by staff with the City receiving responses to the Request for Qualifications (RFQ). The RFQs were forwarded to the Chairs of the Tree Board and Historic Preservation Commission for review and feedback. Based on feedback, staff selected three candidates to interview. The interviews were conducted earlier in the day. The Mayor

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will render a final decision. Staff will evaluate permitting requirements with the Department of Archeology and Historic Preservation and the requirements of the Migratory Bird Treaty Act.

Mayor Sullivan reported the Brewfest is scheduled on August 17, 2024 at the golf course. Volunteer opportunities are available

ADJOURNMENT: With there being no further business, Mayor Sullivan adjourned the meeting at 8:15 p.m.

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

TUMWATER CITY COUNCIL WORK SESSION
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CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Administrative Services Director Michelle Sutherland, Police Chief Jon Weiks, Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud, and HR Analyst Mallory Coleman.

BLACK HOME INITIATIVE PLEDGE: Manager Medrud briefed members on the Black Home Initiative Pledge.

The initiative identifies ways to increase Black home ownership in the region. The program was implemented in King and Pierce Counties, which initiated discussions with the City of Olympia and Thurston County about the possibility of expanding outreach into Thurston County. The proposal is scheduled for presentation to the Thurston Housing Council (RHC). RHC's technical team was assigned the proposal as a project to review and determine the steps necessary to initiate a process.

The Council's agenda packet includes a substantial amount of information about the program. The program identified that 42% of Black households in the state have no net worth primarily because of the lack of home ownership. Home ownership in Thurston County reflects that for white non-Hispanic households, home ownership is approximately 69%. Home ownership rates for Black households in the county are only 45%, representing a substantial gap. The difference speaks to both historical reasons as well as future efforts necessary to close the gap for home ownership.

Black home ownership is a new regional effort to target racial inequities at the core of the housing ecosystem to increase home ownership among Black households. The state goal is 1,500 new low- and moderate-income Black households by 2027. Over 100 entities have signed partnership pledges to participate in the network. The network includes private sector as well as government entities, developers, and social programs to support Black households.

The initiative's seven focus areas include:

1. Marketing & Outreach
2. Pre-/Post-Purchase Counseling
3. Purchase Supports & Tools
4. Credit & Lending
5. Housing Production:
6. Policies & Practices

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7. Sustaining Existing Owners

The initiative assists in the development of the Covenant Homeownership Program as well.

The City's focus would likely be on housing production and supporting policies for sustaining home ownership.

City staff began efforts on the Black Ownership Initiative in April 2024 meeting monthly with local lenders, Thurston County Realtors' Association, local non-profits (Habitat for Humanity, Thurston Housing Land Trust, Thurston Asset Building Coalition, Northwest Cooperative Development Center, etc,) and the cities of Lacey, Olympia, and Yelm and Thurston County. Representatives from the Black Home Initiative attended most meetings to provide information and answer questions.

Discussions by members of the Regional Housing Council (RHC) concerned ways to support the effort. One option of conversation was a partnership or expansion to include Thurston County as another geographic area of focus. The organization has a good record of accomplishment for identifying potential solutions and working with a broad range of stakeholders. For those reasons, RHC members believe it is an effort worthy of support. In addition to connecting to existing project teams working on the issues over the last three years in other counties, the regional effort would enable collaboration with other organizations with a statewide presence. Any efforts benefitting disadvantaged groups would create many positive outcomes for the region.

Discussions also addressed facilitation and administrative support for a local group recognizing that the City has experienced struggles with staff resources and the ability to support other organizations in achieving their goals as the City lacks the capacity and time to provide a full range commitment. Staff recommends considering ways to explore support and collaboration with others through the RHC or focus on one particular effort in support of the program.

Staff requests feedback on a potential partnership pledge to the RHC to participate in the effort with the understanding that the process is still under development.

Manager Medrud described how the City's participation supports the City's Housing Action Plan as well as the countywide assessment of fair housing that identified increasing BIPOC home ownership as a key goal for the region. It would also support RHC efforts to increase communication within the community and support advocacy efforts for statewide policies and funding. Participation also supports the City's

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update of the Comprehensive Plan and Housing Element to meet new state requirements.

Next steps include a RHC meeting on Wednesday, August 28, 2024, to consider whether to support and participate in the program.

Councilmember Althausen supported joining the coalition and working regionally to address the issues. It would also leverage City resources and time as opposed to pursuing the initiative independently.

Councilmember Dahlhoff noted the recent establishment of the Thurston County NAACP. She supports the efforts and asked about the possibility of linking efforts with the NAACP. Councilmember Althausen said it is likely The Seattle NAACP is a member organization of the Black Home Initiative.

Discussion ensued by the Council and staff on the benefits of joining the initiative with recognition of the impacts to staff because of reduced capacity and allocation of resources to other important City projects.

The Council supported joining the initiative as the City has identified specific goals to achieve as a City.

**WORKFORCE
PLANNING UPDATE:**

Director Sutherland provided an update on workforce planning.

Municipal workforce planning is crucial to ensure the consistent delivery of City services and to meet the needs of the community. By strategically managing the human resource function, the City is able to align staffing levels with current and future demands, support employee retention, and ensure many critical roles crucial to the City's success are filled. The City has several vacant positions and workforce planning is an important component. Pursuing a proactive approach avoids workforce shortages, reduces operational costs, and enhances the quality of public services. Workforce planning enables municipalities to adapt to changes caused by population growth, technological advancements, or evolving regulatory requirements while ensuring the City's workforce can remain responsive and resilient.

The Workforce Plan spans two budget bienniums (25/26 & 27/28) of all City departments exclusive of the fire and police departments.

Councilmember Jefferson questioned whether the plan is a requirement by the county or the state. Director Sutherland advised there are no regulatory requirements other than the plan benefits the City by establishing a vision of the future workforce based on City needs. The plan ties directly to the City Council Strategic Goals of maintaining a culture of continuous improvement, ensuring a safe and healthy workforce, promoting a talented

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DEIB workforce, creating a continuous learning organization, and updating employee compensation plans.

The City of Tumwater provides high quality services to meet the dynamic needs and high expectation of citizens. It is a goal to focus on continuous improvement and strive to provide the best possible services using innovative and creative means. Additionally, the City wants to continue to be an employer of choice by attracting a skill and talented workforce from diverse backgrounds and disciplines.

The Workforce Plan can be utilized as a recruitment tool by communicating the City's vision and mission to future applicants. The plan was developed from input collected from in-depth interviews with the City Administrator and directors, managers and staff. All perceptions were analyzed within the context of the current and projected workforce needs as well as against all comparable cities in the wider Olympia area. The review helps to ensure the strategy is developed in the context of a broader labor market.

The plan's strategic priorities are identified as talent, acquisition, retention, skills development and training, succession planning, and increased recruitment of diverse talent to foster innovation and inclusion.

HR Analyst Coleman summarized data received from managers and directors. Findings and perceptions reveal that the City is experiencing challenges in planning and alignment primarily due to staffing shortages and budget constraints. Departments are consistently understaffed leading to a reactive work environment and an inability to maintain services or complete projects efficiently.

The City has aging facilities and outdated equipment necessitating the need for emergent repairs, new buildings, and technological advancements. Overall, while there is a clear identification for the need for growth and improvement, financial and staffing limitations pose significant obstacles.

Findings for recruitment and retention are similar themes in terms of the recruitment efforts primarily offering non-competitive salaries making it difficult to attract and retain skilled employees compared to neighboring cities. High performing employees are experiencing burnout because of heavy workloads and insufficient compensation highlighting the need for more recognition and support. The Finance and Community Development Departments have additional challenges in recruiting younger generations because of less interest in government jobs. The lack of proper documentation for processes, especially in roles impacted by retirements or turnover, intensifies the challenges and hinders effective successive planning. Overall, the demand for higher salaries, reduced workloads, and

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better recognition highlights the urgent need to improve retention and attract new talent.

Councilmember Jefferson asked whether staff has considered offering incentives or collaborating with other organizations and colleges to attract candidates to Tumwater. Analyst Coleman replied that she and a colleague have attended numerous job fairs and plan to attend a Job Fair at St. Martin's University for recruitment of engineers. Staff is extending outreach on social media and LinkedIn. Staff has been implementing new ideas over the last year in HR to increase creative recruitment.

Director Sutherland added that job offers are within the City's current range and pay scale. However, the current range and pay scale are not competitive in the market for the area, which speaks to many instances of lost candidates who received an offer from the City but received another offer from another entity within the area for \$20,000 to \$30,000 more a year.

Analyst Coleman reviewed implementation actions. The City's deployment strategies indicated a need for a better promotion and communication of short- and long-term goals. Larger strategies need to be greater in visibility and staff achievements should be acknowledged more frequently than just at events. Currently, departments operate in a reactive mode and are striving to shift to a more proactive approach. There is a need for effective communication of goals through multiple channels to employees. Resource limitations hinder remote work capabilities and may affect operational efficiencies. Addressing the resource needs is crucial for alignment with City goals and enhancing organizational success.

In terms of training and development, several trends emerged from feedback. Training programs should be improved and structured. Succession planning presents challenges in certain areas. More cross training was requested where applicable to ensure knowledge transfer and to foster a collaborative environment. Organizationally, feedback recognized a need for a Citywide Coordinator especially for supervisory development. While individuals with leadership potential are acknowledged, limited opportunities for growth exist within departments or within the City overall.

Several performance trends are apparent within the organization with a recognized need for additional training for newer leadership or in handling poor performers effectively. Recognition of both formal and informal recognition should be provided through various channels. Managers are expected to set clear expectations and promptly address issues although the frequency of performance meetings varies across departments. While annual reviews remain consistent, some managers opt for more regular

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check-ins. Feedback recognized the need for a formal recognition program for staff recognition and a call for a system to hold staff accountable, especially in conflict adverse environments.

Staff plans to add more data in terms of the growth of the City versus employee staffing.

Councilmember Dahlhoff noted the Council received information on the City's attrition rate as of March 2024. She inquired about the possibility of receiving current information on the City's attrition rate. Director Southerland advised that staff would provide updated information.

Councilmember Jefferson complimented staff and requested more consideration of adding paid internships to attract younger applicants. Analyst Coleman said the request is important as it entails researching programs sponsors for high school and college students to provide information about municipal government jobs.

Councilmember Cathey acknowledged the professionalism of Director Sutherland and Analyst Coleman and the importance of retaining them as employees. She asked whether the workforce plan is a typical process other cities are pursuing. Director Sutherland advised that the market reflects other cities as more advanced in terms of workforce planning and market rate salaries. Staff examines market compensation against other cities of similar population and assessed valuation. Additional information will be presented to the City Administrator within the next month.

Mayor Sullivan added that the HR Department has focused efforts on developing the Workforce Plan and examining studies. The information will assist the Council in moving forward as it completes the budget and plans for projects by having updated and realistic information.

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

There were no reports.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 6:45 p.m.

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

**TUMWATER CITY COUNCIL MEETING
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CONVENE: 7:00 p.m.

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

Excused: Councilmember Michael Althausen.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation & Engineering Department Director Brandon Hicks, Police Chief Jon Weiks, Communications Manager Jason Wettstein, City Clerk Melody Valiant, and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

JOINT ANIMAL SERVICES UPDATE: Sarah Hock, Executive Director, Joint Animal Services, updated the Council on recent activities and programs offered by Joint Animal Services.

Joint Animal Services provides a multitude of different programs supporting pets and people within the community. Accomplishments during 2023 include:

- Opening of the medical suite at the animal shelter completing over 600 spay and neuter surgeries by the end of December 2023 and 1,000 surgeries by June 2024.
- Advocacy efforts in support of House Bill 1424 for sale of dogs and cats in pet stores and Senate Bill 1234 to strengthen language for seizures of animals from neglect or cruelty cases to clarify owner rights and rights of seizing agencies.
- Animal Services created a position of Positive Outcomes Coordinator. The position focuses on transfer partners, the Community Cat Program, and the Foster Program. Within one year of establishing the position, Animal Services increased its transfers by 77% and doubled the number of foster homes and animals in foster, as well as quadrupled the number of community cats participating in the program.
- System statistics include a 20% increase from 2022 intakes. Most of the intakes were cats.
- Animal Services continues to increase the number of animals adopted through the facility, increasing transfer partners, and experienced a slight decrease in return to owner primarily because of efforts in the community to prevent animal intakes.

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Field response increased. Tumwater experienced an increase of 36% over 2022. Calls continue to increase each year.

Ms. Hock shared information on some cases from last year involving cat hoarding of 157 cats from one house with positive outcomes for all 157 cats thanks to transfer partners, fosters, and people willing to adopt. A large cruelty case involved cock fighting in unincorporated Thurston County last year of 63 chickens of which 40 were roosters that had been used for fighting. Positive outcomes were achieved for all 63 animals. The last case involved removal of dog from a home for neglect. However, the home was of the ex-husband who had taken the animal as punishment in a domestic violence case. When the ex-wife learned of the seizure, she drove across five states from Oklahoma in 48 hours to retrieve her dog.

Shelter improvements over the last several years include a major sewer replacement in 2023 spanning over half the facility to replace original piping and a major kennel repair in the dog adoption area replacing all kennels from 1996. Typically, kennels are replaced every 10 years. Animal Services also completed a capital facilities plan in conjunction with the City of Lacey's capital facilities plan. The City's consultants indicated the animal shelter facility was the second worst building within the City of Olympia. The facility is not operating at full capacity, as the building is incapable of full capacity nor would any repairs to the building be sustainable. The estimated cost to repair the building is \$1.2 million for maintenance of the building to remain operational in 2025.

This year, a space needs assessment is scheduled with the hiring of Animal Arts, a company specializing in building animal shelters and veterinary clinics. The company is completing an assessment based on the findings of the capital facilities plan to define a new shelter in terms of size and capacity necessary for the programs offered and the number of staff positions over the next 20-40 years. Potential sites have been explored by working with jurisdictional partners and reaching out to the Port of Olympia, Olympia School District, and many other potential partnerships to identify a location. Location is important because of the service area. The intent is to locate a property no less than a 15-minute travel time within the Lacey city limits to remain in the service call area.

Councilmember Dahlhoff asked about the possibility of working with community members enrolled in Law Enforcement Assisted Diversion Program for treatment who have pets. She asked whether the new

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space could house those pets until the owner completes a treatment program. Ms. Hock said it likely would entail a combined effort involving fosters because housing within the facility is not optimal. It is a possibility to consider; however, it would require organization and funding. Currently, the shelter lacks fosters to support the shelter's foster program. The shelter offers an emergency housing program for those facing an emergency, such as being admitted to a hospital or arrested who have a pet requiring care. The shelter provides a four-day hold to enable them or their family some time to resolve the issue.

Councilmember Cathey recalled her service on the Animal Services Commission and her avoidance of visiting animals in the shelter, as she would likely have adopted many pets. She complimented Ms. Hock on her service and the work she does in support of animals.

Councilmember Swarthout expressed support for the construction of a new shelter facility and recalled the involvement of her children visiting the animal shelter and walking dogs housed in the shelter.

**TUMWATER RETAIL
& TOURISM VISITOR
CENTER:**

Chris Sieg reported he is the new Career and Technical Education (CTE) Director for the Tumwater School District. He and his colleague Dave Perreira opened the new Tumwater Retail & Tourism Visitor Center earlier in the day. Mayor Sullivan and Councilmember Swarthout attended the opening ceremony. The new center is a partnership between the Tumwater Area Chamber of Commerce, City of Tumwater, and the Tumwater School District. The facility serves as a retail center and a visitor center; however, most importantly it serves as the primary workbase learning experience both virtually and physically for all students in the Tumwater School District.

When businesses or organizations join the Chamber, membership fees support a foundation funding Tumwater Works, a youth employment program focusing on students who are experiencing a deficiency in school credits or who live in low-income households by providing them with work experience and earning high school credits and college credits. The program supports teachers and students by displaying and selling student work at the retail center. The focus is on workbase learning for students by bringing into the classroom industry to create opportunities for students. The program is student-lead in partnership with the community to enable students to participate, work, and lead.

Mr. Perreira explained the pathways for hospitality and tourism in the State of Washington and in the Tumwater area. The Center is focused

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on partnerships with several community non-profits to guide students through a program in a face-to-face brick and mortar visitor center. The program collaborates with Experience Olympia and Beyond with its certified tourism ambassador program. Unfortunately, the VCB no longer sponsors the program. Instead, the Center is working with partners to add a destination specialist program, which is similar to the ambassador program. Adding that component will enable students to become certified as a destination specialist. The goal is to bring the visitor center back to Tumwater. At the Tumwater Falls Fest, a booth will feature Tumwater Councilmembers to enable students to meet members of the Council to share information.

Mr. Sieg said the program is unique as it brings a partnership of three organizations within the community of Tumwater. It also presents an opportunity for three organizations working together to benefit students. The school district estimates approximately 350 students participating in the program by the end of August through workbase learning in partnership with the chamber.

Councilmember Jefferson asked the speakers about their affiliation with the school district. Mr. Seig explained that he and Mr. Perreira are employed by the school district. He serves as the Director of CTE overseeing 40 staff members offering hands-on classes to provide students with work experiences. CTE bridges the gap between industry, careers, and school. Many people believe the partnership between the school district and the Chamber of Commerce in a virtual and physical hub at the Retail and Tourism Visitor Center is unique. The site benefits the community as it serves as a visitor center.

Councilmember Jefferson asked about the potential of the school district collaborating with colleges for advanced degrees at SPSCC or St. Martin's University. Mr. Seig explained that students enrolled in the Tumwater Works Program are able to work to build work skills or participate as an intern to pursue a career pathway and receive work site learning credits. The credits are also dual college credit. CTE is a way for students to achieve a goal of either direct employment, post secondary certification, or a degree.

Mr. Seig responded to questions and explained how as a member of the Chamber of the Commerce Board he proposed the concept in terms of what makes the Tumwater Area Chamber of Commerce unique to other chambers. They met with the Chamber, Thurston Economic Development Council, and the Thurston Chamber of Commerce to develop the concept for availability throughout the

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region for those organizations willing to partner. Any student can sign up to participate through the Tumwater Works Program and choose their work experience or pathway they want to pursue with different partners the program will eventually include. The program has many partners, sponsorships, and grants. The next step is initiating the program. The program will be marketed to all students. The Tumwater Works Program is a pilot program with criteria established to identify and work with students that in most need. The program will work with school counselors and recruit students to participate in the program. The program would not be marketed or targeted to students in need or low-income to avoid stigmatizing the program. In Tacoma he initiated a similar program with Tacoma Mayor Strickland. The program was not marketed to attract low-income students while being proactive and intentional in outreach to those students.

Councilmember Jefferson recommended scheduling an update to the Council in one year to share data on the status of the program.

PUBLIC COMMENT:

Taylor Warner said she recently moved to Tumwater Hill and is employed as an electrician and has a son. She recently attended the open house for the community to provide feedback on the Comprehensive Plan Climate Element. She appreciated the ideas offered for Tumwater. The attendance was fantastic by members of the community who demonstrated a high level of concern. As a mother of a son who is certain to live through far more instability than she has lived through and whose entire generation is profoundly struggling, the meeting meant much to her as people were taking the problem seriously. She was more inspired by community members than by the City. The quantity of resources Tumwater is channeling towards climate work is respectively not commensurate with the scale of the climate emergency. She sensed that the City has insufficient staff working on climate or that the City is prepared to take drastic steps to protect community members by spending resources on climate as if it was the highest priority. The community is lucky to live in a place that is relatively insulated from the worst impacts of climate change. Nevertheless, the community is not isolated from economic, social, and political crisis but will suffer because of climate inaction. As temperate as the Pacific Northwest may be, people in the community will die as a direct consequence of the climate crisis as many in the state did during the heat dome in 2021. Everyone is living in a unique moment when federal grants are available for cities to take action on climate. Olympia residents can upgrade homes with heat pumps without adding financial burden to already burdened families. The heat pumps are funded by the American Recovery and

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Reinvestment Act (ARRA). During heat waves or intense wildfire smoke, heat pumps and air filtration systems protect against death. Tumwater could provide them. She believes a World War II scale mobilization response is necessary for climate change. If the Council believes a World War II scale mobilization against climate change is important, she asked why the Council has not worked on a plan for full electrification. She met people at the open house who understand the stakes and are giving all they can to solutions. However, she is worried the City sees climate as a political box to check instead of an imminent existential threat unparalleled in human history. She wants her home city to be a place that sets the standard. The City has the opportunity to serve as a model for other cities on what truly meaningful climate action looks like. She urged the Council to hire more employees, pursue grants, and develop a plan for full electrification. She would be willing to work on a project of that scale and historic importance as an electrician.

Dave Nicandri said he was a member of the Council from 1977 to 1987. Earlier in the day, a City crew was working on Tumwater Hill pruning trees and cutting limbs extending over streets and sidewalks obstructing traffic. Some of the trees were as tall as 200 to 300 feet and looming over houses. None of the trees were cut down but pruned back. When the issue arose with the Davis-Meeker oak tree, he spoke with an attorney specializing in tort law who indicated that if the City was so concerned about the tree, the City should post a sign warning everyone to proceed at their own risk, as the sign would mitigate most risk to the City. He commended the City for taking the prudent step to minimize risk by posting a sign advising people to proceed at their own risk. As someone who is interested in preserving and who admires the tree, he believes installation of the sign was a prudent step to minimize risk. He added that he always enjoys the community presentations, such as animal services and the new retail and visitor center.

Pamela Hansen, P.O. Box 14521, Tumwater, offered comments on several issues. She forwarded the Council pictures of Historical Park during the recent drawdown of Capitol Lake exposing the pipe entering into the river from the park. The court date is Friday, September 6, 2024 for setting the bond amount for the oak tree. She supports a small bond amount of approximately \$200 instead of a higher amount, as the group advocating for preservation of the tree cannot afford a higher bail. A reasonable bond should be established to ensure the tree would not be removed until all issues have been resolved. Finally, she recounted a recent incident involving her

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parking at a local retail establishment. She observed a person on a bicycle move away from a person in a wheelchair that appeared to be recently hospitalized because of he was carrying two hospital bags. He was pushed in his wheelchair to bushes behind the retail establishment. While sitting in her car she observed the man pushing the wheelchair approach her car on the passenger side who tried to open the door. He then leaned on her car. She was able to notify Tumwater Police who responded to the scene. She was informed the police provided the man with a meal and actions to ensure his safety. She thanked the Tumwater Police Department and Pilot Truck Stop. It was an unfortunate situation the man should not have experienced. If the situation was patient dumping, the incident should be addressed with the hospital because space at Interfaith Works was available to house the individual.

- CONSENT CALENDAR:**
- a. Approval of Minutes: City Council, June 4, 2024
 - b. Approval of Minutes: City Council, August 20, 2024
 - c. Payment of Vouchers
 - d. Resolution No. R2024-014, Surplus Property
 - e. Right of Entry Agreement with Jason Herrera for Belmore Street Property
 - f. Israel Road and Linderson Way Pedestrian and Bicycle Improvement Project – Fiber Optic Agreement with WSDOT, Amendment No. 16
 - g. 2023 Pavement Maintenance Project with Miles Construction – Increase Change Order Authority
 - h. Audit Engagement Letter

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

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL
CONSIDERATIONS:**

**EXECUTIVE
DEPARTMENT FTE
ADJUSTMENTS AND
NEW POSITION:
ECONOMIC
DEVELOPMENT
COORDINATOR:**

City Administrator Parks reported the proposal was reviewed by the Budget and Finance Committee with a recommendation for approval by the Council.

The proposal pertains to the difficulty of recruiting and filling the vacant Economic Development Program Manager position. Staff has been managing an increase in workload associated with the

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Brownfield grants, which was assumed by Director Matlock and the Community Development Department. Former Economic Development Manager, Austin Ramirez, successfully obtained grants and began initiating consultant agreements prior to leaving the City. The consultants have begun work on the project. Additionally, the Executive Department is experiencing some resource constraints in time and capacity to work on a variety of different projects important to the City.

Staff developed a strategy to address the issues with two components requiring Council action. The first is filling an existing vacant position of Assistant City Administrator and moving oversight and management of the City's economic development programs to the position in addition to oversight of boards and commissions, legislative policy tracking, strategic initiatives, and other tasks to assist in alleviating resource issues within the Executive Department.

The second component is creating and filling a new Economic Development Coordinator position rather than the Economic Development Manager position. The position would be a technical, mid-level career position supporting the Assistant City Administrator in different economic development programs with an emphasis on the work associated with the Brownfield grants.

The third component is to confirm the FTE count within the Executive Department.

Hiring of the Assistant City Administrator position does not require Council action. It was important to share information in the overall context and strategy with the Council. The position reports directly to the City Administrator and would be a member of the management team with economic development oversight. The position would also provide policy and legislative coordination with the City's lobbyist, oversight of various programs and boards and commissions, stipends for boards and commissions, and ensuring appropriate staffing support for commissions and boards. The salary range is Grade 76.

The Council is requested to approve creating the new Economic Development Coordinator position as a direct report to the Assistant City Administrator. The position supports all economic development activities to include the Brownfield redevelopment projects as the primary focus. The proposed salary range is Grade 54.

The Executive Department includes five positions comprised of the

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City Administrator, Executive Assistant, Communications Manager, and two Community Engagement Specialists. In early 2024 when Mr. Ramirez left he recommended with Director Matlock's concurrence that the Economic Development Manager position should move to the Executive Department. The recommendation is to affirm the total number of FTEs in the Executive Department would be seven.

The request to the Council is to approve the new position of Economic Development Coordinator at Grade 54 and confirm the total FTEs assigned to the Executive Department as seven.

Councilmember Jefferson asked for reasons reclassifying the position would help attract candidates to fill the position and challenges encountered by the City to recruit candidates to fill the position. City Administrator Parks said reclassifying the position with economic development oversight would attract a wider range of candidates and broaden the pool of applicants capable of not just economic development but working on many other City programs. Recruitment of Austin's position has been a struggle similar to other City positions often attributed to the competitiveness of salaries. The City pursued an extensive recruitment process receiving approximately seven qualified applications with two residing in the state and five residing in other states. Staff interviewed two applicants from the state and offered the position to a candidate currently working for the state. The applicant elected not to accept the position. The second applicant had also accepted another position with another entity. During the process of re-evaluating alternatives, staff collectively discussed the proposed strategy and agreed to pursue the strategy to replace Austin's position as well as including much of the work he had identified prior to his departure. He identified the need during his exit interview for the position to be responsible for the Brownfield redevelopment project.

Councilmember Dahlhoff said she was aware of another applicant who resides in the local area who applied for the position and never received a response from the City. City Administrator Parks explained that the recruitment attracted more than seven candidates, but other candidates did not meet the minimum qualifications for the position. Seven candidates were qualified for the position. Councilmember Dahlhoff asked whether the recruitment process includes a step to notify applicants that they did not meet the minimum qualifications, as the applicant received no response from the City despite sending an email and calling the City several times. City Administrator Parks advised that she would follow up with Human Resources to inquire about the process for responding to

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applicants. Councilmember Dahlhoff noted that no response to an applicant conveys that the City never responds to applicants. City Administrator Parks affirmed she would follow up with staff to review best practices for notifications to applicants.

Councilmember Swarthout asked whether staff intends to pursue an executive search process to recruit candidates for the Assistant City Administrator position. City Administrator Parks said recruitment of the position would be similar to other department management positions. Human Resources implemented a proactive approach to recruitment and advertising strategies for different positions. The recruitment process will be lengthy to ensure the right candidate is selected.

MOTION;

Councilmember Swarthout moved, seconded by Councilmember Von Holtz, to establish a new position of Economic Development Coordinator with a 2024 salary range of \$6,049 to \$7,368 (Grade 54), and confirm the departmental FTE count for the Executive Department as seven positions. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**

Peter Agabi

The next meeting is scheduled on September 10, 2024 at 8 a.m. The agenda includes a discussion on the Police Strategic Growth Plan.

**GENERAL
GOVERNMENT:**

Michael Althausen

The next meeting is scheduled on September 11, 2024 at 8 a.m.

PUBLIC WORKS:

Eileen Swarthout

The next meeting is on Thursday, September 5, 2024 at 8 a.m. The agenda includes a discussion and recommendation for a grant agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1 and an Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program.

**BUDGET AND
FINANCE:**

Debbie Sullivan

There was no report.

MAYOR/CITY

City Administrator Parks reported the Public Health and Safety

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**ADMINISTRATOR'S
REPORT:**

Committee meeting on September 10, 2024 includes an additional presentation from the Fire Department on the department's staffing model and the process the department utilizes to fill different positions.

Budget workshops are scheduled for the Council over the next several work sessions. The meetings are proposed as a hybrid meeting similar to the joint meetings with the Planning Commission earlier in the summer. Budget work sessions are scheduled on September 10, 2024, September 24, 2024, and October 8, 2024. Other agenda items are included on the agendas.

The Israel Road project has commenced and is moving forward with paving. The Linwood project is also in progress between Lake Park Drive and Susitna. The project will add sidewalks requiring the removal of some trees.

Councilmember Cathey asked that staff check on the effectiveness of the audio and microphone systems during the budget workshops, as it was difficult to hear participants attending in-person. City Administrator Parks confirmed she would follow up with IT staff.

Councilmember Cathey complimented and thanked City Administrator Parks for providing the Council with Friday updates.

Mayor Sullivan attended the Intercity Transit Authority meeting on August 21, 2024. Members adopted an advisory committee stipend program effective January 2025. The Citizen Advisory Committee is comprised of 20 members. Members received an update on the State Rodeo bus competition. Intercity Transit has been awarded the Grand Champion for seven consecutive years. At the last event, Intercity Transit was awarded second place in overall maintenance and the 35-foot coach category, and third place for the body over chassis category.

**COUNCILMEMBER
REPORTS:**

Eileen Swarthout:

Councilmember Swarthout reported on her attendance to the Climate Open House at the ASHHO Cultural Community Center in Tumwater. She appreciated the number of community members in attendance and staff's participation. She also attended the Thurston County NAACP (National Association for the Advancement of Colored People) meeting and the grand opening of the Tumwater Retail & Tourism

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
September 3, 2024 Page 12

Visitor Center.

Leatta Dahlhoff: Councilmember Dahlhoff is scheduled to attend the Emergency Coordination Center Workshop, Thurston County 9-1-1 Administration Board meeting, Thurston County Opioid Task Force meeting, and Tumwater Public Health and Safety Committee and General Government Committee meetings.

Kelly Von Holtz: Councilmember Von Holtz is attending the next Intercity Transit Authority meeting as the alternate and the Public Health and Safety Committee meeting.

Angela Jefferson: At the last meeting of the Thurston County Emergency Medical Services Council, members discussed the EMS Gala scheduled on September 28, 2024 from 6 p.m. to 8 p.m. at Indian Summer Golf Course. Members discussed the need to move to a larger classroom because of the increased number of students. The plan is to move to the HR Training Room at the Thurston County Courthouse complex. The ratio of EMT instructor volunteers should be 6:1. Today, more volunteers are necessary with pay as the primary issue. To attract more instructors, the Council is considering either a salary or stipend to attract more instructor volunteers. Planning for a future EMS conference is to be determined.

Joan Cathey: Councilmember Cathey thanked and acknowledged Manager Medrud for his role during the last Regional Housing Council meeting. He guided the conversation on the Black Housing Initiative. She plans to attend the Wednesday, September 4, 2024 Solid Waste Advisory Committee meeting.

Peter Agabi: Future meetings include Joint Animal Services Commission, Tumwater Public Health and Safety Committee, Transportation Policy Board, and the LEOFF Disability Board.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:15 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: September 17, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- August 30, 2024, payment of Eden vouchers 174250 to 174255 in the amount of \$1,140.39; payment of Enterprise vouchers 184343 to 184387 in the amount of \$208,070.22 and electronic payments 904615 to 904638 in the amount of \$91,640.17
- September 6, 2024, payment of Eden vouchers 174256 to 174259 in the amount of \$664.17; payment of Enterprise vouchers 184388 to 184440 in the amount of \$445,539.42 and electronic payments 904639 to 904652 in the amount of \$98,575.40.

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 of the Assistant Finance Director. The most significant payments* were:

Vendor		
WA ST DEPT OF REVENUE	72,353.57	Excise Tax July 2024
AWC EMPLOYEE BENEFIT TRUST	144,513.62	Aug collections for Sept Premiums
LEOFF HEALTH & WELFARE TRUST	53,651.19	Aug collections for Sept Premiums POL MD
CORE & MAIN LP	69,927.71	200-Meter Antenna, 30-Ecoder, 30-Assmb – Inventory
CORE & MAIN LP	37,508.62	80-Ecoder Antenna, 5-T-10 Ecoder – Inventory
EXP U.S. SERVICES IN	26,319.11	2025 Comp Plan update climate dev.
HALEY & ALDRICH, INC	23,043.66	WSDOT Facility IPG
OLYMPIC FLIGHT MUSEUM	41,144.00	2024 LTAC Full Payout
SKILLINGS, INC	22,131.26	Golf Course Parking lot stormwater retrofit design
WESTERN EQUIPMENT DISTRIB. INC	41,571.03	Ventrac Mower F851D-Streets
HDR ENGINEERING	63,891.30	Old HWY 99 & 79 th Ave RAB – Professional Services Rendered 5/5/24 – 7/27/24

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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


Enterprise ERP

Voucher/Check Nos 184343 through 184387 in the amount of \$208,070.22

Electronic payment Nos 904615 through 904638 in the amount of \$91,640.17

Eden

Voucher/Check Nos 174250 through 174255 in the amount of \$1,140.39



Asst. Finance Director, on behalf of the Finance Director

Checks dated 08/30/2024

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 184388 through 184440 in the amount of \$445,539.42

Electronic payment Nos 904639 through 904652 in the amount of \$98,575.40

Eden

Voucher/Check Nos 174256 through 174259 in the amount of \$664.17



Asst. Finance Director, on behalf of the Finance Director

Checks dated 09/06/2024

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: September 17, 2024
 SUBJECT: Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1

1) Recommended Action:

Approve and authorize the Mayor to sign the Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1.

This amendment was recommended for approval via consent calendar by the Public Works Committee at their September 5, 2024 meeting.

2) Background:

Part of Pioneer Park's shoreline is rapidly eroding away, sending approximately 2,380 cubic yards of fine sediment every year into the Deschutes River, listed as impaired for fine sediment per the Clean Water Act, Section 303(d) and home to a critical stock of coho salmon. The City received grant funding from the Department of Ecology to design, permit, and construct a riparian restoration project to stabilize the slope and improve habitat conditions at Pioneer Park.

In order to meet all of these goals, the project was split into two phases with two different grants. Phase 1 is focused on upland work within the park and Phase 2 will focus on in-water work within the Deschutes River. This grant amendment #1 represents a re-scoping of the original grant agreement with the Department of Ecology to reflect the Phase 1 work. The agreement moves funding around between tasks within the grant and extends the grant deadline from October 14, 2024 to October 14, 2025.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

4) Alternatives:

☐ Reject provisions of the grant agreement

5) Fiscal Notes:

This grant amendment will cover Phase 1 work which will cost \$450,781.33. The Department of Ecology grant covers \$338,086.00 while the Stormwater utility covers the additional \$112,695.33. Tumwater has already secured \$500,000 in grant funding for Phase 2 work and that grant requires no matching funds from the City.

6) Attachments:

- A. Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Amendment 1



**AMENDMENT NO. 1
TO AGREEMENT NO. WQC-2022-Tumwat-00092
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF TUMWATER**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Tumwater (RECIPIENT) for the Pioneer Park Restoration (PROJECT).

Due to a lengthy permitting process, a time extension is needed to complete deliverables under this agreement. This amendment extends the agreement expiration date from October 14, 2024, to October 14, 2025. Because of increased design and permitting costs this amendment also reduces the scope of work including reduced permit submittal and planting scope and elimination of streambank stabilization work and construction management. It retains the design and implementation of floodplain channel enhancement in the outer portion of the site. Streambank stabilization and remaining riparian planting will be completed under the upcoming 2025 agreement. This amendment also shifts funds between tasks to reflect budget changes.

The task budget is modified as shown below.

Task 1. Grant and Loan Administration remains the same at \$5,000.

Task 2. Designs Plans, Specifications and Permitting is increased by \$181,278.08, from \$49,627.71 to \$230,905.79.

Task 3. Construction Management is decreased by \$14,875.54, from \$14,875.54 to \$0.00.

Task 4. Streambank Stabilization and Buffer Restoration is decreased by \$166,402.54, from \$381,278.08 to \$214,875.54.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 450,781.33 Amended: 450,781.33

Total Eligible Cost:

Original: 450,781.33 Amended: 450,781.33

Effective Date:

Original: 10/15/2021 Amended: 10/15/2021

Expiration Date:

Original: 10/14/2024 Amended: 10/14/2025

Project Short Description:

Original:

The RECIPIENT will design and construct a riparian restoration project along the Deschutes River at River Mile 2.0, which is

impaired for bacteria, temperature, and dissolved oxygen. The RECIPIENT will stabilize a 1,000-foot section of eroding bank and increase channel complexity to reduce erosion. The RECIPIENT will also plant 0.86 acres of riparian buffer along 375 feet of the stabilized right bank to reduce stream temperature and bacteria and increase dissolved oxygen.

Amended:

This first phase of a riparian restoration project along the Deschutes River at River Mile 2.0 which is impaired for bacteria, temperature, and dissolved oxygen, the RECIPIENT will design and implement a floodplain channel enhancement and riparian planting in the outer part of the site. Under a 2025 grant, the project will stabilize a 1,000-foot section of eroding bank and complete remaining plantings to create a riparian buffer along 376 feet of the stabilized bank to reduce pollutants.

Project Long Description:

Amended:

This project is the first phase of a riparian restoration project to stabilize the slope and improve riparian conditions along the Deschutes River at River Mile 2.0, located in Pioneer Park. In this first phase, the RECIPIENT will complete the design and implementation of floodplain channel enhancement and riparian planting in the outer part of the site.

The second phase, under grant agreement WQC-2025-Tumwat-00054, will design and construct the in-water features along 1,000 feet of the Deschutes River, and install final plantings.

Numerous studies have shown the Deschutes River has critical stocks of Coho salmon and suffers from poor water quality. The project site has been identified in the Deschutes River TMDL as needing a 46 percent reduction in fine sediment loading. The site currently contributes over 2,380 cubic yards of fine sediment every year to the Deschutes River. In addition, the site has been identified as needing a 50 percent increase in shading, highlighting the need for substantial riparian restoration work along this reach. This project, along with the subsequent project, will address these pollution problems by reducing sediment inputs caused by accelerated erosion, reducing water temperature by re-establishing the shade provided by native riparian forest, and restoring aquatic habitat by increasing in-stream complexity within the project area.

Work for this project began in 2010, with conceptual designs including hydraulic modeling, geomorphic assessments, topographic survey data, and public use surveys. In 2014, the South Puget Sound Salmon Enhancement Group (SPSSEG) received a Salmon Recovery Funding Board grant (#14-1405) from the Washington State Recreation and Conservation Office (RCO). The outcome of that grant was a preliminary design report for bank stabilization, riparian zone establishment along 1,000 linear feet of bank, increased channel complexity using large woody debris and rock barbs and directed water into the main channel during low flows to help protect swimmers and tubers. In the four years since the preliminary designs were originally conceived, the river has changed dramatically. On average, the Deschutes River channel through Pioneer Park migrates 9.4 feet per year. Due to this large change, the core plans from the preliminary designs are no longer functional. This phase of the project will complete designs, permitting, and plantings for the outer portion of the site.

Overall Goal:

The goal of this grant is to complete designs, permitting, and planting for the outer portion of a site on the Deschutes River at Pioneer Park. Once this two-phase project is completed, it will decrease mobilization of fine sediments, 2,380 cubic yards of which are currently entering the system every year. The project will re-establish native riparian forest to improve impaired riparian conditions and lower summer water temperatures while maintaining a safe environment for boaters, tubers, swimmers, and other users of the Deschutes River and Pioneer Park.

CHANGES TO THE BUDGET

Funding Distribution EG220270

Funding Title: Centennial Clean Water
Funding Type: Grant
Funding Effective Date: 10/15/2021 Funding Expiration Date: 10/14/2025
Funding Source:

Title: Centennial-SFY22
Fund: FD023N
Type: State
Funding Source %: 100%
Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: Yes
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Centennial Clean Water	Task Total
Grant and Loan Administration	\$ 5,000.00
Design Plans, Specifications and Permitting	\$ 230,905.79
Construction Management	\$ 0.00
Streambank Stabilization and Buffer Restoration	\$ 214,875.54

Total: \$ 450,781.33

CHANGES TO SCOPE OF WORK

Task Number: 1

Task Cost: \$5,000.00

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements.

Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	
1.3	Two-page Outcome Summary Report	

CHANGES TO SCOPE OF WORK

Task Number: 2 Task Cost: \$230,905.79

Task Title: Design Plans, Specifications and Permitting

Task Description:

A. The RECIPIENT will develop a project Design Package. Projects must be designed in accordance with the SFY22 Funding Guidelines and the WDFW Stream Habitat Restoration Guidelines. Project designs must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement. The RECIPIENT will upload a digital copy of the items listed below to EAGL for ECOLOGY review. Ecology review may take up to 45 days. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. Design Report. Develop design report in accordance with Nonpoint Design Deliverables guidance provided by the ECOLOGY Project Manager (PM). Submit to ECOLOGY for 45-day review. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent design. Design elements will include a plan to meet the Deschutes River TMDL goals of reducing fine sediment by 46 percent (1,095 cubic feet/year) and increasing shade by 50 percent along approximately 1,000 linear feet of stream channel in the Deschutes River (River Mile 2.0). The design may include one riffle, constructed rock/boulder barb(s), and revegetating the stabilized bank using soil wraps to be seeded and planted with willow stakes.

2. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, project construction schedule, and bid insert provided by the ECOLOGY PM. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Design.

3. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

B. The RECIPIENT will complete the following planning activities and submit all required documents to the ECOLOGY PM for review and approval, and upload to EAGL, prior to signatures (where required), and beginning work:

1. An Ecology Cultural Resources Review Form and an Inadvertent Discovery Plan (IDP) for each project site. The RECIPIENT will not initiate any work on the project site until consultation is completed and a written notice to proceed is received from ECOLOGY.

2. All permitting and State Environmental Policy Act (SEPA) required by federal, state, and local laws and ordinances and documentation that these requirements have been met.

3. A Riparian Planting and Maintenance Plan for all work implemented using a template approved by the ECOLOGY PM. This Plan will include maintenance and monitoring of installed riparian vegetation short-term (5-year minimum) and

long-term (10-year minimum) activities after implementation. The RECIPIENT will update and submit the Final Plan after implementation (as needed).

4. An ECOLOGY BMP Approval Form. The form will include, or be submitted with, all site-specific plans/designs, maps, and other supporting documents.

Task Goal Statement:

The RECIPIENT will complete all planning, 90 percent design, environmental review, and permitting tasks related to the project. The RECIPIENT will also submit the associated deliverables to ECOLOGY and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The project will meet the appropriate planning, design, environmental review, and permitting requirements set forth by ECOLOGY design standards, and all other applicable federal, state, and local laws and regulations.

Deliverables

Number	Description	Due Date
2.1	Contract documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.2	Cultural resource review requirements. Submit the Ecology Cultural Resources Review Form and any supplemental cultural resource documentation, including surveys, to the ECOLOGY PM. Upload an Inadvertent Discovery Plan for each site to EAGL, prior to project installation. Do not upload any other cultural resource related documents to EAGL.	
2.3	Required permitting. Upload documentation to EAGL for each site that shows all permit requirements are met for each site, prior to project installation.	
2.4	Riparian Planting Plan. Upload an approved, signed plan to EAGL for each site, prior to project installation.	
2.5	Maintenance Plan. Submit draft plan to ECOLOGY PM for review and approval prior to implementation. Upload Final Stewardship Plan to EAGL after implementation.	
2.6	BMP Approval Form. Complete and submit to ECOLOGY PM for each implementation site with associated site plans, maps, and supporting documentation. Upload an approved, signed copy to EAGL, prior to BMP installation.	
2.7	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.8	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.9	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	60 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.11	Responses to ECOLOGY 60 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	60 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	

City of Tumwater

Pioneer Park Restoration Project

Agreement No. WQC-2022-Tumwat-00092

2.14	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.15	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.16	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	

CHANGES TO SCOPE OF WORK

Task Number: 3 Task Cost: \$0.00

Task Title: Construction Management

Task Description:

This task is removed via amendment 1.

Task Goal Statement:

This task is removed via amendment 1.

Task Expected Outcome:

This task is removed via amendment 1.

Deliverables

Number	Description	Due Date
3.1	This task is removed via amendment 1.	

CHANGES TO SCOPE OF WORK

Task Number: 4 **Task Cost:** \$214,875.54

Task Title: Streambank Stabilization and Buffer Restoration

Task Description:

A. The RECIPIENT will employ infill planting to augment sparse areas of existing native vegetation starting 250 feet from the current bank and plant toward the riverbank for the first 100 to 150 feet of the riparian buffer. This phase of the planting will occur along 375 feet of the Deschutes River and be in accordance with the requirements found in Appendix J of the SFY 2022 Funding Guidelines. This will give plants time to start establishing before conducting streambank stabilization work and the remaining riparian buffer is planted under a 2025 agreement.

B. The RECIPIENT will conduct project effectiveness monitoring and provide appropriate maintenance in accordance with the Riparian Planting and Maintenance Plan.

Task Goal Statement:

Install the first part of a riparian buffer to be completed with funding that has been awarded by ECOLOGY for a SFY 2025 agreement.

Task Expected Outcome:

A 100-to-150-foot buffer along 375 of the Deschutes River with increased riparian vegetation and separated from the river by approximately 100 feet to allow for streambank stabilization work to take place with future funding.

Deliverables

Number	Description	Due Date
4.1	Riparian buffer implementation. Conduct invasive weeds control and install native trees and shrubs along 375 linear stream feet of the Deschutes River to form a 100-to-150-foot riparian buffer set away from the bank by 100 feet. Report progress in progress reports and final results in the Recipient Closeout Report (Task 1).	
4.2	Vegetation and monitoring and maintenance. Provide effectiveness monitoring and maintenance to achieve objectives in accordance with the Riparian Planting and Maintenance Plan. Provide results in progress reports and final plant survival and density in the Recipient Closeout Report (Task 1).	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial Clean Water	25 %	\$ 112,695.33	\$ 338,086.00	\$ 450,781.33
Total		\$ 112,695.33	\$ 338,086.00	\$ 450,781.33

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: September 17, 2024
SUBJECT: Advisory Board Appointment of Carissa Parvin to the Barnes Lake Management District Steering Committee

1) Recommended Action:

Approve Mayor Sullivan's appointment of Carissa Parvin to the Barnes Lake Management District Steering Committee.

2) Background:

Carissa Parvin will fill one of the vacancies on the Barnes Lake Management District Steering Committee and represent the South Barnes Lake Neighborhood. Upon Council confirmation, Carissa's term will expire September 30, 2026.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engaged citizens, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with citizens, businesses, and community organizations.

4) Alternatives:

- ☐ Approve the appointment
 - ☐ Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental applicant information.

Carissa A. Parvin

Tumwater, WA 98512 |

May 23, 2023

RE: Advisory Boards, Commissions, and Committees -- Application to LMD

To Whom It May Concern:

My name is Carissa Parvin, and I am a Washingtonian. I was born at St. Peter's Hospital in Olympia, and I have lived in Thurston County my entire life. My first and current home is in Tumwater in the Barnes Lake Condominiums. I have resided there since March of 2017. I was introduced to the Barnes Lake Management District Steering Committee (LMD) through Tom Sparks. In an HOA meeting, he informed us that there are two volunteer positions and described in brief what volunteering on the LMD entailed. I expressed my interest because I advocate for being active in my community and preserving the habitat for wildlife. I see joining the LMD as a way to participate in my community and preserve the local habitat.

I enjoy the outdoor labors of maintaining the land. Ensuring noxious weeds noted by the county remained unrooted, such as tansy and thistle, and clearing away fallen debris after winter. I am a hard worker, enjoy participating in outdoor work, especially along with others.

I enjoy working in a team and problem solving together to find a mutual solution to a common or tricky problem. I believe everyone has a variety of strengths to offer in a team. My strengths may not be "breathing" biology, but I am compassionate, a good listener, and I try to think outside of the box to provide possible options. I would like to help improve and maintain the hard work and efforts done by the mission of this committee through contributing my time and efforts to support this committee's goals.

Through my diligent work, ability to work independently or with a team, and my passion for nature as well as seeing a thriving habitat at Barnes Lake, I hope to contribute as a member of the Barnes Lake Management District Steering Committee. I appreciate the time and consideration taken to review my application. I look forward to hearing from you regarding this opportunity. Please do not hesitate to contact me if you need additional information.

Sincerely,

Carissa Parvin

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Carissa Parvin

Address: [REDACTED]

Tumwater, WA 98512

Telephone: (Home) _____

(Mobile) [REDACTED]

(Work) _____

Date: 5/23/24 Email: [REDACTED]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>1</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	_____
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	_____
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	_____
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	_____

Carissa A. Parvin

Tumwater, WA 98512 |

EDUCATION

Paralegal -Associate in Applied Science	June 2016
South Puget Sound Community College, Olympia, WA	
Bachelor of Arts in Sociology	June 2012
Central Washington University, Ellensburg, WA	
Paralegal degree — Associate of Arts Degree	June 2010
South Puget Sound Community College, Olympia, WA	

SKILLS

Computer: Microsoft Office (Word, Outlook, OneNote, etc.), WestLaw, BAIS, LawManager, Zoom, Jabber.

Personal: Social perceptiveness, works independently and collaboratively, comfortable with diverse groups, participates in diversity/equity/inclusion (DEI) initiatives, adaptive communication style, focuses on interpersonal relationship building with coworkers, learns new legal proceedings, familiar with statutes, and expanding research techniques.

EXPERIENCE

Paralegal 1

August 2023 –Present

Attorney General's Office – Labor and Industries division

- Directly assists two Assistant Attorney Generals (AAGs) with their assigned caseload.
- Create and file AAG notice of appearances to newly assigned cases.
- Directly contact the judge's scheduler to request resetting a blind set conference if necessary and work with parties based on attorney's availability, parties, and judge to reset the conference in a new case.
- Handle daily scanned in mail that are PDF documents for attorneys by logging it into LawManager, updating calendars as necessary, renaming and placing PDFs into associate cases, inform attorneys of their scanned mail for the day, and advise them if necessary to changes in their cases based on the received mail.
- Upon receiving final witness list from AAG, reach out to witnesses and begin scheduling their testimony by hearing or by perpetuation deposition. Schedule a pre-phone conference with the witness and AAG prior to the hearing/perpetuation deposition.
- Create and draft our witness confirmation letter, ensuring language within is approved or as needed added by AAG, then file with the court and mail to the parties.
- Create subpoenas or deposition notice packets for our scheduled witnesses to finalize and send out about a month prior to the event.
- Ensure medical records gathered by the AAG are sent securely to the intended witness in weeks prior to their testimony.
- Assist the AAG in discovery as needed. For interrogatories and requests for production: Ensure our answers/objections to a party requesting interrogatories and production created by the litigation team look sound and are dated and signed by the required people before sending to the requesting party. For discovery depositions,

Carissa A. Parvin

Tumwater, WA 98512 |

make sure witnesses we need to depose in this listed by the AAG are timely scheduled and subpoenas are created and sent out as soon as possible.

- Ensure our witnesses have all they need prior to their date to testify. Handle their voucher payment requests by processing them through the correct channels.
- Triage emails as they come in for the day, prioritize requests, and ensure assigned tasks or requests are completed in a timely manner.
- Bate stamp all proposed exhibits and file with the court, making sure parties have copies as well.
- Perform P1 closing role to cases when AAG informs me that their closing role has been completed and I have verified that their closing role steps have been properly completed.

Hearings Judicial Assistant (Legal Assistant 3)

September 2015 – August 2023

Board of Industrial Insurance Appeals (BIIA)

- Reclassified from Legal Assistant 2 to Legal Assistant 3 in 2022 after hiring freeze was lifted.
- Directly assists three hearing judges with their assigned caseload, actively serves as a backup to three judges, and has worked directly with or backup to ten other judges previously.
- Prepare letters, requests, and orders for judges including Dismiss Orders, Order on Agreement of Parties (OAP), and Washington Industrial Safety Health Act (WISHA) OAPs.
- Review Proposed Decision and Order (PDO) written by judges for grammatical and/or punctual errors relating to formatting issues, footnote citations, RCW and WAC citations, and relevant case elements (transcript testimony, deposition testimony, exhibits, jurisdictional history).
- Review Litigation Orders produced by judges, adding reminders (TICKs) per Litigation Orders into BAIS software to track total TICKs. Ensure parties complete required items on forms, meet deadlines for submission, and follow up with parties that are not complying with judicial requests.
- Handle witness confirmation letters from parties, contact parties if the letters are not completed, and issue warning letters when required deadlines to filing dates are not met.
- Verify case items are accounted for prior to setting the case RPDO before setting the case to FTJ and providing Case View information extracted from the BAIS software system, alerting judges to the 60-day PDO due date.
- Triage automated messages relating to cases, prioritize requests, coordinates with team members or judges to address items.

Carissa A. Parvin

Tumwater, WA 98512 |

New Appeals Processor (Office Assistant 3)

December 2013 – September 2015

Board of Industrial Insurance Appeals (BIIA)

- Process and mail orders daily for New Appeals, Grants, Denies, and Reassumes.
- Assemble physical file orders for incoming new appeals daily.
- Handle the return mail for New Appeals, including researching parties to find correct contact information with sources for Liniis, Department of Revenue, and Secretary of State.
- Assisted and participated with transition from physical filing system to paperless BAIS system, destroying physical records per proper agency guidelines once transition was finalized.
- Managed Returns and Reassumes orders coming in through the DLI Portal in BAIS, routing orders to their perspective judicial administrative assistants, and logging necessary changes in Case Detail records.
- Process Notice of Withdrawals mailed by party members per the new appeal judge's decision if party members withdrawal was Approved or Denied.
- Coordinate with other processing staff to divide workload and process New Appeals within required timeframes.
- Assisted judicial administrative assistants within the New Appeals Unit.

Teacher Aid

August 2012 – December 2013

Capitol Campus Child Care Center

- Provided staffing coverage to assist teaching staff with morning and afternoon breaks.
- Discuss children's growth with parents and share concerns relating to their progress on a daily basis.
- Relieved preschool lead teacher in afternoons by monitoring playing, care, and teaching of up to twenty children ranging from three to four years old in one room.
- Assisted with maintaining classrooms, such as re-filling supplies, emptying trash and recycle bins, and locking up the property's gates at closing.

Office Assistant

June 2006 – September 2012

Law Office of Thomas J. Westbrook, PLLC

- Answered phone calls, served as reception staff for the office, created new client files, and handled office banking deposits.
- Assisted staff with filing, copying, and mailing party correspondences and case files.
- Created a client conflict management database using Microsoft Excel, assisting with the maintenance and transition from the archived client list software.
- Set up a client file purging and retention maintenance system using Microsoft Excel that interfaced with attorney and office manager records to purge old client files and prepare retained files for archiving.

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: September 17, 2024
SUBJECT: Reappointment of Kathy Peterson, Cecil Weaver, and Judith Loft to the Barnes Lake Management District Steering Committee

1) Recommended Action:

Approve Mayor Sullivan's reappointment of Kathy Peterson, Cecil Weaver, and Judith Loft to the Barnes Lake Management District Steering Committee.

2) Background:

In 2005, Council appointed representatives to the Barnes Lake Management District Steering Committee for purposes of advising the Council on recommended lake management activities to insure a high-level of lake health while balancing the recreational, wildlife, water quality, and aesthetic needs of Barnes Lake.

Upon Council confirmation, the two-year terms will expire September 30, 2026.

3) Policy Support:

Vision | Mission | Beliefs

- Partnership | We work collaboratively with residents, businesses and community organizations.
- Environment | We act to preserve and enhance the natural environment and the social fabric of our community.

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses, and community organizations.

4) Alternatives:

- ☐ Approve some of the reappointments.
 - ☐ Do not approve any of the reappointments.
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.


6) Attachments:

A. Applications

Statement of Interest



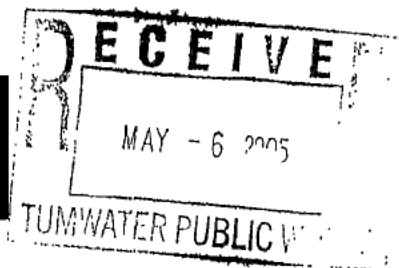

City of Tumwater
MAY - 5 2005
Administration Dept.

Barnes Lake Management District Steering Committee

Name: Kathy PetersonAddress: 

Reasons why I am interested in participating as a member of the Steering Committee:

Barnes Lake is an important resource to the homeowners around the lake and a haven for fish and wildlife. I have lived on Barnes Lake for 26 years and have watched the quality of the lake deteriorate significantly. I supported the lake clean-up efforts of 1993 and was a founding member of the Barnes Lake Conservancy and currently serve as secretary. I am recently retired from the State of Washington, where I managed an \$8 million federal grant and wrote administrative rules for the Mental Health Division. I look forward to the opportunity to work cooperatively in support of the Barnes Lake Management District.

Signature Kathy PetersonDate 5/5/05Home Phone Number Work Phone number: Email address: 

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests. Thank you!

Name: CECIL "Rusty" WEAVER

Address: [REDACTED]

TW 98512

Telephone: [REDACTED] (Home) [REDACTED] (Cell)

[REDACTED] (Work)

Date: 08/19/2016 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

1

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council
confirmation; three-year terms; active

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active


City of Tumwater

MAY 10 2005

Administration Dept.

Statement of Interest

Barnes Lake Management District Steering Committee

Name: JUDITH LOFTAddress: 


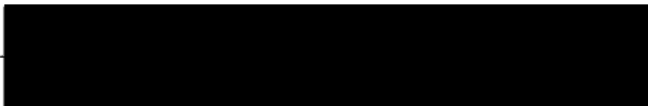
Reasons why I am interested in participating as a member of the Steering Committee:

I am a 'concerned' resident of the Lake.
I am on the committee of the Friends of Barnes Lake
I am keen to see the Lake Conservation
Management succeed.
And finally I am retired and have some
And prepared to do the 'reading' extra time!

Signature

Judith Loft

Date

May 10th 2005.Home Phone Number: Work Phone number: as above.Email address: 

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: September 17, 2024
 SUBJECT: Agreement for the Transfer of Interests in Brewery Assets with City of Lacey

1) Recommended Action:

Approve and authorize the Mayor to sign the Brewery Asset Transfer Agreement with the City of Lacey to permanently acquire Lacey's Brewery Wellfield assets, including water rights, infrastructure, and associated liabilities of the Brewery Wellfield.

This agreement was recommended for Council consideration by the Public Works Committee at their September 5, 2024 meeting.

2) Background:

In 2009, the City and its partners, City of Lacey and City of Olympia, acquired water rights, land, and physical infrastructure to support the development of the Brewery Wellfield and produce water to serve its respective communities. Over the last decade, the partners have evaluated the existing infrastructure and resource management strategies for the future production and distribution of water using the water rights acquired from the former brewery. As each partner's domestic water needs vary, so do priorities for investment in source development, and geospatial realities create significant challenges for conveyance of the water. In 2023, the City of Lacey wrote to the partnership expressing interest in transferring ownership of its assets to one of the partners. Tumwater accepted and made an offer to the City of Lacey that was tentatively accepted, dependent upon approval by the Lacey City Council. The agreement being considered follows the process outlined in the 2022 Memorandum of Understanding with the partners to transfer ownership another city, including any physical assets and liabilities, land, and water rights. Acceptance of this agreement would initiate the transfer and dedicate Lacey's portion of water of the Brewery Wellfield to the City of Tumwater.

3) Policy Support:

- Ensure an ample water supply / Facilitate brewery redevelopment
-

4) Alternatives:

- ☐ No practical alternatives. This is a critical need for the growing water utility.
-

5) Fiscal Notes:

The agreement provides for the acquisition of Lacey's interest in the Brewery Wellfield for \$2.4 million. While the water adds benefit, the utility will also bear the financial burden for development costs for production and treatment and decommissioning of the dilapidated well houses in the valley.

6) Attachments:

- A. Agreement for the Transfer of Interests in Brewery Assets

AGREEMENT FOR TRANSFER OF INTERESTS IN BREWERY ASSETS
By and Between the City of Lacey and the City of Tumwater

This Agreement for Transfer of Interests in Brewery Assets (the “Agreement”) is entered into by and between the City of Tumwater, a Washington municipal corporation (“Tumwater”) and the City of Lacey, a Washington municipal corporation (“Lacey”), (individually, “Party”, and collectively, “Parties”).

RECITALS

WHEREAS, the Parties each operate a water utility to provide water for municipal use within their service areas and wish to memorialize terms of cooperation in the responsible use of water resources in the best interests of the Parties and the region; and

WHEREAS, the City of Olympia filed a Petition in Eminent Domain in Thurston County Superior Court (Cause No. 06-2-00310-9) seeking to condemn real property at the former Olympia Brewery and water rights and associated assets; and

WHEREAS, an Interlocal Agreement by and between the City of Olympia, the City of Lacey and the City of Tumwater (“Cities”), effective March 16, 2006, states the Parties’ intent relative to acquisition of Brewery assets; identifies steps necessary to bring Tumwater and Lacey into the condemnation proceedings as petitioners; and sets forth terms for allocation of shared interests and costs; and

WHEREAS, the Cities submitted an application to the Department of Ecology (“Ecology”) on April 29, 2008, requesting changes to the water rights that are included in the Brewery assets held by the Cities and requesting approval of the Cities’ future joint use of water for municipal purposes within their service areas, which application was transferred by Ecology to the Thurston County Water Conservancy Board (“Board”) (Application No. 08-11) for review and to render a Record of Decision (“ROD”); and

WHEREAS, A Stipulation For and Judgment and Decree of Appropriation (“Decree”) was issued in the Olympia Brewery condemnation proceeding by Thurston County Superior Court Judge Tabor on December 19, 2008 and filed January 2, 2009, appropriating Brewery assets including condemned real property, associated property interests, and water rights, as described in the Decree; and stating that the water rights are “to be held by the Cities for beneficial use for municipal supply purposes in their water service areas as may be determined by action of the State of Washington or the Cities”; and

WHEREAS, in its ROD dated July 20, 2009, the Board approved transfers and changes to the Brewery water rights, subject to determinations as to validity and prospective conditions of use set forth in the ROD and approval by Ecology; the Board acknowledged

the Cities' efforts to establish a future plan for use of the water; and the Board set a schedule for putting water to full beneficial use by March 15, 2021; and

WHEREAS, Ecology approved the changes and transfer of Brewery water rights to the Cities in September 2009, and at the subsequent request of the Cities, Ecology granted an extension of the water rights development schedule by letter dated March 15, 2021, requiring full beneficial use of water under the water rights by April 1, 2041; and

WHEREAS, a Memorandum of Agreement Between the Cities of Olympia, Lacey, and Tumwater for Transfer of Assets Related to the Brewery Wellfield ("MOA"), effective February 3, 2023, provides that "each City owns an undivided one-third share of the Brewery Wellfield water rights, wells, water system appurtenances" and "this ownership includes not only assets, but liabilities"; and purpose of the MOA is "to set forth the process by which one or more of the Cities may transfer ownership interest, including water rights, land, wells, water system appurtenances and associate liabilities, ... to another City or Cities"; and

WHEREAS, by letter dated April 25, 2023 from Rick Walk, Interim City Manager of the City of Lacey, to John Doan, Tumwater City Administrator, Lacey affirmed that, pursuant to the requirements of Section III(A) of the MOA, Lacey had contacted the other Cities regarding their interest in acquiring that portion of Brewery assets that constitutes Lacey's undivided one-third share ("Transfer Assets") and that, in response, only Tumwater expressed interest in the Assets; and based on Tumwater's response, Lacey's letter stated Lacey's intent to transfer the Transfer Assets to Tumwater contingent upon "(1) the Parties of Tumwater and Lacey reaching agreement on the value of the assets; and (2) The Lacey City Council approving the transfer"; and

WHEREAS, no objections to the proposed transfer of Transfer Assets were received within the timeframe identified in III(A) of the MOA; and

WHEREAS, pursuant to Section III(B) of the MOA, the Parties engaged R.F. Duncan & Associates Inc to provide a present-day value of the Brewery Wellfield properties, including land, wells and water infrastructure and appurtenances, and the Parties engaged WestWater Research LLC to provide a present-day valuation of the Brewery water rights, which appraisals were used as the basis for Tumwater's offer to purchase the Transfer Assets; and

WHEREAS, the Parties seek to memorialize the terms of transfer of the Assets by Lacey to Tumwater in an agreement pursuant to the Interlocal Cooperation Act, RCW 39.34;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

- 1. Transfer of Interests in Assets.** Lacey hereby agrees to transfer, assign and convey to Tumwater the exclusive right to the development and use of the Transfer Assets, including the right to use water up to the annual quantity of 761.18 acre-feet (“Water Rights”). Tumwater hereby agrees to accept said Transfer Assets together with all liabilities associated thereto. Section 4 of this Agreement constitutes a Right to Use in Perpetuity Certificate (“Certificate”), evidencing the transfer of the Transfer Assets to Tumwater, which Certificate is incorporated herein by reference and which constitutes the “certificate” as referenced in the MOA referenced above.
- 2. Consideration for Transfer.** In consideration for the transfer of the Transfer Assets to Tumwater, Tumwater agrees to make payment to Lacey in the amount of Two million, four hundred thousand, four hundred and sixty-one dollars (\$2,400,461.00). Said payment shall be made within 90 days of execution of this Agreement.
- 3. Assumption of Rights and Liabilities.** As provided in Section III(C) of the MOA, following execution of this Agreement transferring the Transfer Assets from Lacey to Tumwater, and upon payment by Tumwater in consideration for the transfer, Tumwater shall assume all rights to the Transfer Assets and all liabilities associated with the Transfer Assets; and Lacey is released from any liabilities and “foregoes any future involvement in decision-making regarding redevelopment of the Brewery Wellfield or jointly held assets and liabilities.”
- 4. Right to Use in Perpetuity Certificate.** This Section 4 of this Agreement constitutes the Right to Use in Perpetuity Certificate (“Certificate”), as referenced in Section III(C) of the MOA, which Certificate evidences the transfer of the Transfer Assets and associated liabilities to Tumwater.
- 5. Conditions of Use.** The Parties understand and agree that the Transfer Assets will be developed and put to use by Tumwater in a manner to be determined by Tumwater in its sole discretion; provided, that such use will be subject to the terms of this Agreement, the requirements applicable to the Parties generally as set forth in the MOA, applicable laws and regulations, and Tumwater’s agreement to put water to full beneficial use under the Water Rights (“Re-perfection”) on or before April 1, 2041.
- 6. Record-keeping and reporting.** Tumwater will maintain records of use of water under the Water Rights and shall, upon request, share that information with Lacey. Tumwater will be responsible for fulfilling all reporting requirements

relating to use and exercise of rights to the Transfer Assets as may be required by law or regulation or by agreements between the Parties or the Cities.

- 7. Quitclaim of Interests in Assets.** Lacey will retain ownership of the Transfer Assets until re-perfection of the Water Rights by full beneficial use of water under the Water Rights (“Re-perfection”), as required by Section III(C) of the MOA. On or before April 1, 2041, Tumwater will notify Lacey of Re-perfection by letter, with supporting documentation. Following receipt of Tumwater’s letter, Lacey will quitclaim its interest in the Transfer Assets to Tumwater. Following execution and delivery, the written instrument or instruments transferring title to the Assets will be filed with the Thurston County Auditor’s Office and additional notice provided as may be required by law.

8. Miscellaneous Terms.

A. Indemnification & Insurance

Each Party agrees to defend, indemnify and hold the other Party, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the indemnifying Party’s performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party’s officers, officials and employees.

B. No Separate Entity Created

This Agreement creates no Joint Board and no separate legal entity.

C. Duration of Agreement

This Agreement shall be effective on the date of the last signature affixed hereto and shall terminate upon completion of the tasks necessary to accomplish the purpose of the Agreement.

D. Dispute Resolution

In the event that either Party is concerned that the performance of the other Party is not consistent with the terms of this Agreement, that Party shall promptly notify the other Party of its concerns, and the Parties shall make good faith efforts to address those concerns. If, in the opinion of either Party, additional steps are necessary to resolve the matter, the dispute resolution provisions of the MOA shall apply, which provisions are incorporated herein by reference.

E. Changes to the Agreement

Either Party may request changes to this Agreement; provided, that no change or addition to this Agreement shall be valid and binding upon either Party unless such change or addition is memorialized in a writing signed by both Parties. Any change so approved shall be attached to this Agreement and incorporated as an amendment herein.

F. Interpretation and Venue

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

G. Entire Agreement.

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes any and all prior agreements oral or otherwise, with respect to the specific subject matter addressed herein.

H. Public Notice

Following execution by the Parties, this Agreement will be filed with the Thurston County Auditor or listed by subject on a public agency's website or other electronically retrievable public source as provided by RCW 39.34.040.

I. Notice to the Parties

Any notice to the Parties required under this Agreement shall be to the address listed below by United States Postal Service, First Class mail, postage prepaid, and shall become effective three days following the date of deposit with the United States Postal Service.

CITY OF LACEY:

Attn: Peter Brooks, Water Resource Manager
P.O. Box 3400
Lacey, WA 98509-3400

CITY OF TUMWATER:

Attn: Dan Smith, Director of Water Resources and Sustainability
555 Israel Road SW
Tumwater, WA 98501

Page 6 of 6

This MOA may be executed in counterpart and/or electronically transmitted signature (.pdf or similar).

THIS AGREEMENT IS HEREBY ENTERED INTO by and between the Parties and shall take effect on the date of the last authorizing signature affixed hereto:

CITY OF LACEY

Rick Walk, City Manager

Date: _____

Approved as to form:

David Schneider, City Attorney

CITY OF TUMWATER

Debbie Sullivan, Mayor

Date: _____

Approved as to form:

Karen Kirkpatrick, City Attorney

TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator

DATE: September 17, 2024

SUBJECT: Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program

1) Recommended Action:

Approve and authorize the Mayor to sign the Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program.

This agreement was recommended for Council consideration by the Public Works Committee at their September 5, 2024 meeting.

2) Background:

In 2023, the City Council approved an Interlocal Agreement with Thurston County, Olympia, and Lacey to develop and launch a Residential Energy Efficiency and Electrification Campaign in 2025. This grant will allow approximately 20 – 40 low- and moderate-income households to benefit from turnkey installations of electric home appliances such as heat pumps, heat pump hot water heaters, and induction stoves.

3) Policy Support:

- City Council Strategic Priorities and Goals 2023 - 2024
 - B. Be a Leader in Environmental Sustainability
 - 4. Continue to update and advance the Climate Action Plan.
 - Thurston Climate Mitigation Plan, Resolution No. 2021-001.
-

4) Alternatives:

- ☐ Reject the grant funding.
-

5) Fiscal Notes:

The City has been awarded a grant amount of \$447,540. No city match is required.

This project is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov.

6) Attachments:

- A. Interagency Agreement with Washington Department of Commerce for State Home Electrification and Appliance Rebates Program



Interagency Agreement with

City of Tumwater

through

State Home Electrification and Appliance Rebates Program

**Contract Number:
24-92701-024**

For

City of Tumwater - Electrification and Appliance Rebates Program

Dated: Wednesday, May 1, 2024

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Face Sheet

Contract Number: 24-92701-024

Energy Division Clean Buildings Unit Home Electrification and Appliance Rebates Program

1. Contractor City of Tumwater 555 Israel Road SW TUMWATER, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Alyssa Jones Wood Sustainability Coordinator (360) 754-4140 ajoneswood@ci.Tumwater.wa.us		4. COMMERCE Representative <div style="display: flex; justify-content: space-between;"> <div> Aaron Dumas Program Manager (564) 999-1414 Aaron.dumas@commerce.wa.gov </div> <div> PO Box 42525 1011 Plum St. SE Olympia, WA 98504 </div> </div>	
5. Contract Amount \$477,540	6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>		7. Start Date <Insert date>
8. End Date 6/30/2025			
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
ALN: N/A			
10. Tax ID # 91-6001520	11. SWV # SWV0007172-00	12. UBI # 344000001	13. UEI # LLLDHHS4E5G1
14. Contract Purpose To administer a program that provides rebates and incentives to low- and moderate-income households and small businesses to purchase and install high-efficiency electric equipment and appliances.			
<p>COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Program Work Plan</p>			
FOR CONTRACTOR NOT AUTHORIZED FOR SIGNATURE _____ Debbie Sullivan, Mayor _____ Date		FOR COMMERCE _____ Michael Furze, Assistant Director Energy Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The Home Electrification and Appliance Rebates Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CAA funding through a generally visible decal.

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed \$477,540, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

5. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-92701-024. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the

Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

8. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions



- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Program Work Plan

General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority

prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management

practices.

- C.** If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D.** The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E.** All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

Purpose

Engrossed Substitute Senate Bill 5200 Section 1008 Subsection 1 states:

Home Electrification and Appliance Rebates (HEAR) Program

For the department (Commerce) to administer grants to eligible third-party administrators for heat pump and other high-efficiency electric equipment rebates, with a focus on low/moderate income households and small businesses. State incentives and rebates for installation of high efficiency electric equipment, including electrical panel upgrades, provide a benefit to the public consistent with the state's energy strategy and climate mandates by reducing greenhouse gas emissions from the built environment.

- (a) \$75,000,000 of the climate commitment account-state appropriation is provided solely for the department to administer ESSB 5200.PL grants to low/moderate income households and small businesses.

Commerce shall implement a statewide high efficiency electric equipment program consistent with the following:

- (a) Aid the transition of residential and commercial buildings away from fossil fuels by providing education and outreach resources for the installation of high efficiency electric heat pumps and other high efficiency electric equipment;
- (b) Provide grants, coordination, and technical assistance to eligible third-party administrators to promote the adoption of high efficiency electric heat pump equipment for space and water heating; and
- (c) Develop strategies to ensure that the program serves low income households, vulnerable populations, and overburdened communities, including dedicating a portion of the program funding for this purpose.

Tasks and Deliverables

Task 1: Funding Priorities

Third-party administrators that receive funding through HEAR, must meet the following funding priorities:

1. **Provide rebates and incentives that serve the following populations:**
 - a. Low-income single- and multifamily households with household income of 80% or less of Area Median Income.
 - b. Moderate-income single- and multifamily households with household income between 80% and 150% of Area Median Income.
 - c. Small businesses with fifty (50) employees or less, or otherwise meet the definition in RCW 39.06.010(22)
2. Rebates and incentives must be for the purchase or installation of high-efficiency electric equipment, including, but not limited to:

Table 1: Eligible High-Efficiency Electric Equipment

Upgrade Type	Eligible Equipment
Appliance	Electric Heat Pump Water Heater
	Electric Air-source or Ground source Heat Pump for Space Conditioning
	Commercial or Residential Induction Kitchen Equipment
	Electric Heat Pump Clothes Dryer

Electric Service necessary for the installation of high-efficiency electric equipment	Electrical Service and Panel Upgrade
	Electric Wiring

- (a) All equipment must meet the following requirements:
- Remove all fossil fuel equipment where technically and economically feasible.
 - All air-source heat pumps must be listed on the Northeast Energy Efficiency Partnership's (NEEP) Cold Climate Air Source Heat Pump (ccASHP) Product List, or meet the most recent ENERGY STAR Cold Climate product criteria.
 - All equipment must be ENERGY STAR Certified or CEE North Region Certified.
 - All equipment that uses refrigerants must follow the statutory global warming potential (GWP) limits from the Washington State Department of Ecology and the U.S. Environmental Protection Agency (EPA), and where technically and economically feasible, must use low GWP refrigerants listed by the EPA's Significant New Alternatives Policy (SNAP) Program, or the California Air Resources Board (CARB).
- (b) Mechanical, electrical, and plumbing (MEP) equipment may be eligible if necessary for the installation of eligible high-efficiency electric equipment listed in Table 1.
- (c) Education and outreach resources to promote the adoption of high-efficiency electric equipment and build workforce capacity.
- (d) Program administration costs not to exceed 15 percent of grant funds.

Task 2: Program Work Plan and Outcomes

Grantees must provide a work plan to COMMERCE. Work plans must address the following:

1. High-level description of the program, including goals and outcomes.
2. Description of the jurisdiction that the program will serve. This may include information on rural status, median income, and population demographics.
3. Total funding for the program – Commerce grant funds plus matching funds – and an anticipated budget that must include at a minimum:
 - a. Costs for rebates and incentives for eligible high-efficiency electric equipment
 - i. Costs should be categorized into the funding allocated to household and small business rebates and incentives, and subsequently by the eligible equipment rebates and incentives the program is providing (as described in Task 1).
 - b. Costs for outreach and education, if applicable.
 - c. Administrative costs.
4. Grantees must ensure that their program only provides rebates and incentives to the eligible rebate recipients listed in Task 1.
 - a. What populations or subsets of the listed eligible rebate recipients, does this program primarily serve? How will your jurisdiction prioritize the populations that will receive rebates and incentives?
 - b. How will the program qualify eligible households and small businesses to receive rebates or incentives? Possible methods for verifying eligibility of households may include participation in other income-qualified benefits programs (LIHEAP, SNAP, etc), tenancy in income-qualified housing units, or other methods, which verify income against the thresholds described in Task 1.
5. Describe how your jurisdiction, and any partners or subcontractors will, provide outreach and education about the program, and resources for the installation of high efficiency electric equipment.
 - a. What strategies will this program use to reach low-income households, vulnerable populations, and overburdened communities?
6. Describe the process for distributing rebates and incentives, including any application process that rebate recipients or contractors must follow.

7. Describe partnerships or subcontracts that the Grantee will use to complete the proposed scope of work of the program.

Task 3: Expenditure Reporting

1. All Grantees are required to submit Project and Expenditure Reports
 - a. Grantees must provide COMMERCE quarterly reports with an official expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program and any backup invoice documentation requested from COMMERCE. The expenditure report/ledger must include:
 - i. Number of households and small businesses that were provided rebates and incentives to purchase or install high-efficiency electric equipment and appliances
 - ii. Site information for households and small businesses that received rebates and incentives:
 1. Address, city, and zip code
 2. Date rebate or incentive claimed or issued
 3. Household income or small business size verification
 4. Pre-rebate fuel type of the household or small business
 5. Technical specifications of the equipment and appliances purchased or installed through the program, including, but not limited to the equipment brand, certifications, efficiency (SEER/HSPF/EER/COP), and cost
 6. Amount of the rebate or incentive claimed or issued
 7. Applicable building and electrical permit numbers
2. Grantees must provide COMMERCE an official final/close out expenditure report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.
3. Grantees shall also provide information for any subawards, contracts, transfers, and direct payments made using funding from the program.
4. COMMERCE will withhold 2% of the total reimbursable amount for each item listed in Attachment B: Budget until the Grantee provides the official report/ledger from their general ledger for all expenses claimed for COMMERCE funding from the program.

Attachment B: Budget

Item	Description	Amount
1	Grant to administer a rebates and incentives program for high-efficiency electric equipment and appliances	\$477,540.00
	Total Grant Amount	\$477,540.00

Attachment C: Program Work Plan

1. Program Description

Thurston County and the cities of Olympia, Lacey and Tumwater are working together as the Thurston Climate Mitigation Collaborative (“TCMC”) to plan a Residential Energy Efficiency and Electrification Campaign (“EEE Campaign”) that will provide outreach and financial incentives to accelerate residential building decarbonization throughout the county. The EEE Campaign aims to support energy equity by prioritizing benefits to low- and moderate-income (LMI) single- and multi-family households. Within the framework of this broader program, Tumwater will utilize its HEAR funding to provide rebates and incentives to LMI residents of Tumwater.

All proposed rebates and installations include the following HEAR-eligible appliances and services:

- Heat pump water heaters
- Heat pump space conditioning
- Induction kitchen equipment
- Heat pump clothes dryers
- Electrical service and panel upgrades, when necessary for the installation of the above equipment
- Electric wiring, when necessary for the installation of the above equipment.

The City of Tumwater will efficiently distribute the HEAR rebates/incentives by incorporating methods used by existing local programs. Specifically, Tumwater will build on and expand the City of Olympia’s Energize Olympia program, which provides 100% cost coverage installations for eligible equipment for low- and moderate-income households (up to 120% area median income, AMI). Additionally, the City of Tumwater may design and offer rebates for residents earning 121-150% AMI for eligible equipment. Final incentive/subsidy amounts will be determined via stakeholder outreach during Phase I of the EEE Campaign development in summer 2024. During this phase we will also identify local campaign partners, finalize the campaign launch and implementation schedule, brand the campaign and develop a communications plan.

The goal of the program is to support comprehensive, equitable electrification services to City of Tumwater residents, with an anticipated outcome of supporting approximately 20-40 fully subsidized installations of eligible equipment with Commerce HEAR funding.

2. Jurisdiction Service Description

The EEE program in Tumwater will be focused on targeted financial incentives and customer support to galvanize consumer action and remove barriers to energy efficiency through the installation of home electrification equipment and appliances. According to US Census 2022 ACS 5-year estimates, the City of Tumwater has a total population of approximately 25,350 residents as of 2023 consisting of:

- 13.6% of persons aged 65 and older
- 2.6% of persons identifying as Black or African American alone

- 1.3% of persons identifying as American Indian and Alaska Native alone
- 5.4% of persons identifying as Asian alone
- 8.7% Hispanic or Latino
- 11.8% two or more races
- 8.2% persons in poverty
- A median household income of \$84,177 per year.

3. Program Funding

Tumwater's total projected funding for EEE Campaign incentives is fully encompassed within the HEAR award of \$477,540. Unlike other TCMC jurisdictions involved in the EEE Campaign, Tumwater's population size has limited the City's access to other federal funds to leverage and grow this program. However, Thurston County was able to secure an EECBG Fellow, which will provide some staff capacity to help TCMC communities develop, administer, and ensure sustainability of the EEE Campaign.

The anticipated budget for the City of Tumwater's HEAR funds is shown in Table 1 below.

Table 1. Anticipated EEE Budget: HEAR Funds		
1	Residential Rebates and Incentives	\$405,909
2	Administration, including outreach & education (15%)	\$71,631
Total		\$477,540

4.a Populations Served & Prioritized

This residential program serves low- to moderate-income households, prioritizing the following populations:

- Low-income homeowners
- No working heat source, or oil/wood/propane/natural gas heating households
- No working air conditioner
- Seniors (one or more persons aged 65 or older)
- Large households (6 or more residents in house)
- Homeowners with disabilities
- Participants of Tumwater's Utility Lifeline program (seniors or low-income disabled households)

4.b Qualification and Verification

Residential Program

Tumwater's EEE campaign will serve both single-family and multifamily households, including rental households. For both single-family and multifamily rental households, the Program will require a signed landlord or building owner consent to participation in the program.

Single-family: All single-family households will be required to sign self-attestation of income. The Program will verify customer incomes through one of two methods:

1. Households will be asked to provide up-to-date registration information from another program with income requirements equal to or less than Program AMI requirements; examples are listed in Table 2.
2. Households send in income information (most recent Form 1040 tax form) allowing for independent income verification.

Multifamily: For participating multifamily buildings to be considered low-income, at least 50% of the multifamily units must have incomes less than 81% AMI, verified through one of the above two methods. Alternatively, income-qualified subsidized housing would also qualify.

Table 2. Income-Qualified Programs and Associated Verification Information	
Medical (Apple Health-Medicaid)	ProviderOne Number with Health Care Authority or Washington Department of Social and Health Services (DSHS)
Basic Food/SNAP	Aces (Automated Client Eligibility System) ID number
Cash Assistance (through DSHS)	Aces ID number
Social Security Benefits	Copy of award letter to the federal program.
Veterans	Copy of award letter to the federal program.
Aged Blind Disabled (ABD)	ProviderOne Number with DSHS
Supplemental Security Income (SSI)	ProviderOne Number with Health Care Authority
City of Tumwater Utility Lifeline Program (UDP)	Copy of Tumwater utility electricity bill showing Lifeline enrollment

5.a Outreach and Education Strategies

Tumwater's EEE campaign will educate residents of Tumwater through a series of educational workshops hosted by the TCMC, City of Tumwater, and/or installers. The workshops will provide information on the benefits of heat pump technology, induction cooking, home electrification, and an overview of the program pathways and the installation process, as well as information on the many available financial incentives including federal tax credits and local utility incentives from Puget Sound Energy. Handouts, slides, and any printed materials provided during the workshops or in the recruitment of workshop attendees will include the required language citing that the program is funded by the Climate Commitment Act.

In addition to the workshops, Tumwater will conduct outreach directly to Utility Lifeline Customers, targeted radio advertising, tabling at community events and spaces, sharing marketing materials and flyers throughout the City, and informational meetings with various community groups. These outreach methods will include verbal (in the case of radio advertising) and/or written acknowledgment of the Climate Commitment Act funding that makes the program possible.

5.b Partnerships

The City of Tumwater will partner with other TCMC jurisdictions to launch this regional program. That launch includes developing partnerships and installer agreements to ensure the success of the program.

- **Local Government Partners:** The EEE campaign will be implemented at a regional scale via an Interlocal Agreement (ILA) between Thurston County, City of Olympia, City

of Lacey, and City of Tumwater at minimum. Additional jurisdictions may opt-in to join the campaign. The ILA will specify the roles and responsibilities of each partner including program management, management of third-party contracts, funding, and in-kind commitments.

- **Campaign Partners:** Partnerships will be finalized during Phase I of the EEE campaign development (summer 2024), and may include South Puget Sound Habitat for Humanity, Thurston County Public Health & Social Services, Community Action Council, and/or other community-based organizations. For example, in the Energize Olympia program, Habitat for Humanity has provided heat pump installations for LMI participants, site assessments, subcontract management, and collaboration on program outreach and recruitment.
- **TBD Installer:** A TBD installer(s) will provide information for educational workshops, conduct free site assessments, offer streamlined access to financial incentives and equipment rebates, and execute all installations for the program. Tumwater and partners will aim to negotiate a group purchase discount (e.g. 10%) to allow program dollars to fund more fully subsidized installations.
- **Puget Sound Energy:** Puget Sound Energy (PSE) is the local electric utility and natural gas utility for Tumwater. PSE provides a variety of incentives including home electrification assessments and energy efficiency rebates. The partner jurisdictions will coordinate with PSE on outreach/marketing and training of the TBD Installer(s) to ensure all applicable utility incentives are provided to participants as a time-of-sale discount.

6. Distribution Process

To receive a fully subsidized home electrification installation (which may include one or more appliances), participants must progress through the program via the following steps:

1. Sign up for and attend a program workshop.
2. Submit a program application and specify that the household is interested in receiving a subsidized installation.
3. Program staff will verify site eligibility and request income eligibility information.
4. Program staff will provide the participant with a status update and notify the installer that the participant is ready to schedule a site assessment.
5. Participants will schedule and receive HEAR-eligible installation(s) from the installer.
6. The Installer will submit the customer invoice from the installation to program staff verifying the HEAR-eligible equipment installed, and request reimbursement.