



**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, October 17, 2023  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Walk to School Month, October 2023
  - [b.](#) 2023 Firefighter of the Year (Brian Hurley)
  - [c.](#) The Nisqually Indian Tribe's Hawks Prairie Project
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Public Hearings:**
  - [a.](#) Thurston County Proposition 1 Public Safety Tax (Lisa Parks)
- 7. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council Work Session, September 26, 2023
  - [b.](#) Payment of Vouchers (Shelly Carter)
  - [c.](#) Interlocal Agreement with Pierce College for Paramedic Training (Brian Hurley)
  - [d.](#) Service Provider Agreement with ICF Jones & Stokes, Inc. for the Bush Prairie Habitat Conservation Plan (HCP) Phase 2, Amendment 3 (Brad Medrud)
  - [e.](#) Letter of Commitment with State Department of Commerce for 2025 Comprehensive Plan Periodic Update Climate Planning Grant Application (Brad Medrud)
  - [f.](#) Advisory Board Reappointments of David Shipley and Alex Rossiter to the Historic Preservation Commission and Terry Kirkpatrick to the Planning Commission (Melody Valiant)
- 8. Council Considerations:**
- 9. Committee Reports**
  - [a.](#) Public Health and Safety Committee (Leatta Dahlhoff)
  - [b.](#) General Government Committee (Michael Althausen)
  - [c.](#) Public Works Committee (Eileen Swarthout)

d. Budget and Finance Committee (Debbie Sullivan)

**10. Mayor/City Administrator's Report**

**11. Councilmember Reports**

**12. Any Other Business**

**13. Adjourn**

**Hybrid Meeting Information**

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

**Watch Online**

<https://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 851 2197 2836 and Passcode 845140.

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 851 2197 2836 and Passcode 845140.

**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\\_uBbno3c6QruRZjc4ZBZ2Dw](https://us02web.zoom.us/webinar/register/WN_uBbno3c6QruRZjc4ZBZ2Dw)

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](mailto: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.

<https://tcmmedia.org/stream.php>

**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](mailto: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) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us)

# Proclamation

*WHEREAS*, making bicycle, pedestrian, and active transportation safety improvements a priority can help protect the life and safety of Tumwater’s youth; and

*WHEREAS*, the City of Tumwater is working to add bike lanes, trails, sidewalks, and improve street crossings to better connect our neighborhoods and provide safer routes to schools; and

*WHEREAS*, increasing physical activity improves the health of our youth;

*WHEREAS*, regularly walking, biking and rolling to school can be fun and increase students’ readiness to learn;

*WHEREAS*, driving students to school contributes to traffic congestion and air pollution;

*WHEREAS*, an important role for parents and caregivers is to teach children how to safely walk, bike and roll on our streets; and

*WHEREAS*, in October, community leaders, parents and children from around the world will join together for Walk to School events to increase awareness about the health and environmental benefits of walking and biking to school.

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

## October 2023 Walk to School Month

and I call upon the people of the City of Tumwater to promote the safety and health of children this month, and throughout the year, by supporting pedestrian, bicycle, and active transportation improvements, modeling safe pedestrian and bicycle behaviors, and practicing an active lifestyle. I invite parents, school employees, and community leaders to make a lasting impression on our community's youth by joining Tumwater students in walking to school.

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



  
Debbie Sullivan  
Mayor

TO: City Council  
FROM: Lisa Parks, City Administrator  
DATE: October 17, 2023  
SUBJECT: Public Hearing: Thurston County Proposition 1 Public Safety Tax

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1) Recommended Action:

Conduct a public hearing to receive information and input on the Thurston County Proposition 1 Public Safety Tax ballot measure.

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2) Background:

Representatives of Thurston County will attend this public hearing to provide information on the proposition being put before the voters of the County during the upcoming General Election. This proposition seeks to authorize an additional two-tenths of one percent sales and use tax to be used for law enforcement protection, corresponding prosecution and public defense services and for elections security. If approved by voters, RCW 82.14.450 requires all money received be shared between the county and cities as follows: 60% is retained by the County and 40% is distributed on a per capita basis to the cities in the County.

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3) Policy Support:

This agenda item is for informational purposes and to provide an opportunity for the public to comment on the proposition.

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4) Alternatives:

No action is proposed for this item, it is informational, only

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5) Fiscal Notes:

If passed by voters, the additional sales and use tax would mean additional revenue would come to the City to support criminal justice, police, fire protection services or a combination thereof, as authorized by the RCW.

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6) Attachments:

A. Thurston County Voter's Pamphlet

## Introduction to Local Measures

The next pages contain a local measure certified to appear on the November 7, 2023 General Election ballot.

For the measure in the Local Voters' Pamphlet, the legislative authority of the jurisdiction placing the measure on the ballot is required to formally appoint committees to prepare statements advocating the approval and rejection of the measure. If the jurisdiction is unable to make such appointments, the Thurston County Auditor advertises for such appointments.

The Auditor's Office encourages you to thoroughly review all statements and seek additional information from the jurisdictions, the appointed citizens' committees, and the local and regional media.

## Local Measure Contacts

### Jurisdiction Contact:

Thurston County  
Ramiro Chavez, County Manager  
ramiro.chavez@co.thurston.wa.us  
(360) 754-2960

### For Committee Contact:

Invest in Public Safety  
Sam Hunt  
Tim Braniff  
Gary Edwards  
(360) 280-2533  
info@investinpublicsafety.com  
www.investinpublicsafety.com

### Against Committee Contact:

Jon Pettit  
jon@jonpettitt.us  
(360) 951-8888

Jurisdiction statements are printed as submitted and not edited for factual or grammatical accuracy by the Secretary of State or Auditor's Office.

## Thurston County Proposition No. 1

### Sales and Use Tax for Law Enforcement Protection, Corresponding Prosecution and Public Defense Services, and Elections Security

The Thurston County Board of County Commissioners has adopted Resolution No. 16289 concerning imposition of a sales and use tax pursuant to RCW 82.14.450. If approved, this proposition would authorize an additional sale and use tax at a rate of two-tenths of one percent to be used, of the County distribution, for up to 75% in law enforcement protection, including hiring additional sheriff deputies, and associated infrastructure, and up to 25% for additional prosecution and proportionate public defense services, and elections security infrastructure as stated in Resolution No. 16289.

Should this proposition be:

Approved  
Rejected

## Explanatory Statement

Proposition 1 authorizes the County to raise funds for public safety purposes through an increase in the sales and use tax as set forth in RCW 82.14.450. This measure will impose a sales and use tax in the amount of two-tenths of one percent. All revenues shall be distributed as follows: 60% shall be retained by Thurston County and 40% shall be distributed on a per capita basis to cities within Thurston County.

The county plans to use its share of this funding exclusively for hiring additional sheriff deputies, supporting law enforcement services and associated infrastructure, including facilities, (75%), and additional prosecution and public defense, and elections security infrastructure, including facilities (25%). This funding cannot be used to supplant funding for any ongoing services and/or programs.

The proposed increase in the sales and use tax will continue to produce revenues for these public safety purposes in future years.

Statement prepared by Elizabeth Petrich  
Chief Civil Deputy Prosecuting Attorney

## Argument For

### *Invest in Public Safety*

Our community is safe when our law enforcement agencies are fully staffed. That's why we need to invest in more law enforcement officers and mental health co-responders. With more deputies and mental health professionals on the streets, we can respond to crimes faster and *keep our neighborhoods and families safe*.

### *We can do better.*

Urgent action is required. Right now, Thurston County ranks 38th out of 39 counties in deputies per capita. *That's not good enough.* We need to boost our law enforcement numbers so we can effectively combat crime and protect our community. This funding will add 28 additional deputies and allow the expansion of alternatives like Thurston County's mental health co-responder SCOUT team.

### *A Comprehensive Approach*

This resolution allocates 75% of the funds to law enforcement and 25% to defense, prosecution, and election security – underscoring a balanced strategy in tackling crime and strengthening election security during a time of growing threats and intimidation against election workers. A comprehensive approach, one with fiscal and public accountability, is *vital for maintaining a just and secure community and protecting our democracy*.

### *Building a better future for all.*

Voting Yes on this resolution exemplifies our dedication to the safety, justice, and prosperity of our community. This is an opportunity for us to collectively *shape a more secure and promising future for all of Thurston County and our democracy*. Endorsed by: Senator Sam Hunt; Commissioners Carolina Mejia, Tye Menser, and Gary Edwards; Sheriff Derek Sanders; Auditor Mary Hall.

## Argument Against

### *Would you pay \$10 to get \$4 of service?*

Vote No! Under state law for Public Safety Sales Tax, only 60% of the revenue goes to the county, the other 40% goes to the cities. Of the total tax collected less than 40% will be directed to actual law enforcement for the county. Vote No!

The planned and budgeted absence of a proper level of funding for road deputies, is now being presented as a *"lack of funding"* to manipulate the voters to support more sales tax increases. Do you trust that your current tax dollars are being spent effectively for the primary required services by Thurston County? No! Should the city taxpayers supplement the unincorporated for additional law enforcement in addition to paying to provide their own law enforcement? No!

Does *"more sheriff deputies on the road"* mean that the proposed tax should be used to build election facilities? No! Did the county need a second assistant county manager? No! Does the county need to spend approximately \$2,500,000 a year for a rented facility because the Commissioners chose to neglect the County Courthouse? No! Did the county need to spend approximately \$10,000,000.00 to fix up a privately owned building for the landlord of the building? No!

Thurston County Commissioners have intentionally failed to provide adequate funding to provide on the road sheriff deputies for unincorporated Thurston County. We don't need to be taxed more to get what we paid for already. Vote No!

## Rebuttal of "For" Argument

Current funding is available within current revenues. Wasteful use of tax dollars is the cause of lack of funding for law enforcement. The politicians want to convince you that democracy is at risk without more deputies on the road. Who caused the problem?

Trusting the same politicians to solve the problems they created, by giving more taxes only sets up the next *"need by design"* for more tax increases. Stop the insanity. Vote No.

## Rebuttal of "Against" Argument

Supporting Proposition 1 in Thurston County means enhancing public safety across *all* jurisdictions. It is crucial to recognize the county as a whole.

We must avoid blaming current elected officials for legislative requirements, laws, and restrictions established over decades to protect our community. Public safety and election security are our collective responsibility. A yes vote benefits every city and the entire county. Together, we can increase the safety of all residents and protect our democracy.

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
**September 26, 2023 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmember Leatta Dahlhoff.

Staff: City Administrator Lisa Parks, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Fire Chief Brian Hurley, Police Chief Jon Weiks, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, and Communications Manager Ann Cook.

**DESCHUTES RIVER  
FLOOD REDUCTION  
STUDY REPORT:**

Director Smith reported the presentation culminates approximately one year of work in response to years of questioning both by the community and by the development community concerned about conditions in the Deschutes River valley between Henderson Boulevard and Brewery Park at Tumwater Falls. The Department of Ecology awarded a \$250,000 grant to the City to complete a hydrologic model of the Deschutes River and the flooding occurring frequently in that area. The study provides the community and the City with information on causes of the flooding, constraining issues, permitting requirements, and potential mitigation options to explore.

Director Smith introduced Meridith Greer with Greer Environmental Consulting. The study supports one of the Council's strategic goals to pursue targeted development opportunities especially near the brewery properties. Ms. Greer will present the findings of the study. Ms Greer helped lead the environmental teams and convened stakeholders to receive input from the local community, state agencies, and the tribes.

Ms. Greer's presentation included a broad overview featuring images and graphics.

Ms. Greer reported that much of the work stemmed from questions about the former Olympia Brewery site, current conditions, future redevelopment opportunities, redevelopment next to the Deschutes River, and how flooding might impact the site. The City of Tumwater received a one-time grant from the Department of Ecology for \$250,000. The work spanned from July 1, 2022 until June 30, 2023. The project site spanned upstream of Henderson Boulevard to below Tumwater Falls at Brewery Park at Tumwater Falls. Two major questions of the study was obtaining a better understanding of existing flood and erosion risks in the area and what type of mitigation would be possible to reduce the amount of flooding in the area. Some of the mitigation alternatives considered the costs and identifying permitting requirements.

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The project team was led by Stantec Consulting, a consultant leader in the industry that was instrumental in completing the project. City staff were involved in the project as well as several external stakeholders to ensure the process received broad feedback and input community-wide.

The first step identified existing flood and erosion risks. The consultant team created a 2D model of flooding to understand the flooding occurring at the site under a variety of storm events. The process involved inputting data into different models to create one model. The model includes aerial imagery provided by the Parks and Recreation Department. In January 2022, the City experienced a large storm event flooding the golf course and the surrounding area. City staff launched a drone and was able to take aerial images of the flooded areas. The images were used to match up to the model created by the consultant team. It was possible to match up locations in the models with the photos. The information verified the accuracy of the model by accurately depicting flooding and its affect on the golf course and the brewery site.

Ms. Greer played a short video of the model depicting actual flooding and the movement of water during flood events. The model produced a series of maps under various storm events during every two years, 10 years, 25 years, and 100 years. The model forecasted a two-year event occurring 50% of the time. A two-year event at the golf course and the brewery property would not impact the properties to the extent it would impact the ability to play golf. A 10-year event results in more water on the golf course and behind the brewery property although not too deep. However, as the size of the event is increased, more water in the river occurs causing more water on the golf course and more water behind the brewery. The 100-year event (a 1% chance occurring every year) results in floodwaters everywhere. The built environment such as the golf course and roads restrict the river. When storm events occur, the river overflows. The goal is to balance the natural environment with the built environment. The larger storm events make it much more difficult.

The second step of the modeling process after determining the flooding scenarios under various conditions included determining ways to reduce the amount of water on the golf course and the amount of water behind the brewery during storm events. In conjunction with the stakeholder group, many alternatives were considered with the consultant team reviewing 17 alternatives and running them through the model to determine if specific actions would be effective. Some alternatives not effective included lowering the height of the dam at Tumwater Falls. Six alternatives reflected some promise for significantly reducing flooding.

Ms. Greer reviewed the six alternatives under the 10-year, 25-year, and 100-year event scenarios. Some of the alternatives help control flooding from smaller events but are not effective for larger weather events because of the

**TUMWATER CITY COUNCIL WORKSESSION  
MINUTES OF VIRTUAL MEETING  
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volume of water flowing through the Deschutes River. The forecast reflects that for the 100-year model, the region is forecasted to experience more precipitation and larger events because of climate change. Essentially, the alternatives would include benching, a flood channel, substation removal, or a combination of those options. The best option is the most expensive and includes benching and removal of the substation with good results in 10 - and 25-year events. However, the option is not as effective for a 100-year event with flooding occurring on the sites. The goal of the project was to explore different mitigation options, permitting requirements, and costs.

The project ended on June 30, 2023 at a cost of \$270,000. The report is useable for the City to make development decisions or to share with developers or others who may questions about the sites. Other alternatives could be explored using the model. The study identified six alternatives that would provide some flood benefits. The City could elect to pursue one of the alternatives to conceptual design to determine if other benefits could be attained, such as providing habitat or walking trails.

Ms. Greer reviewed options the City could pursue as a next step, such as applying for more funding from a grant agency to design a project or implementing one of the alternatives.

Director Smith reported the model provided by Stantec was calibrated to existing conditions. The 2022 flood event provided some current data. The study provided some alternatives that could be pursued for mitigation. However, none of the alternatives solved the problem, as there will continue to be flooding in the Deschutes River valley and it will cost to mitigate by the City, a public agency, or a private developer.

Director Smith invited questions and comments.

Councilmember Althausen asked whether flooding challenges are recent as the area previously served as an industrial area producing products from the brewery. Director Smith explained that each of the warehouse buildings include floor drains. The brewery industry was able to handle flooding intermittently. With climate change as modeled, the region is experiencing some changing climatic events with anticipation that it will increase in the future. The brewery operated its business based on flooding events occurring periodically.

Councilmember Cathey asked whether the stakeholder group included any environmentalists who may have advocated for retaining the area as a wetland/estuary for promoting wildlife and vegetation. Director Smith said the Squaxin Island Tribe provided an environmental perspective as co-managers in the watershed. The tribe's interests lean more to reversion and habitat restoration. However, given the timeframe for the project, the outcome was quickly completed and included some technical expertise that

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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could speak to various components of economic development, environmental restoration, and other perspectives. The study was not intended to produce a solution but to identify what mitigation of flooding could include and the cost. Advancing to the next level to identify a solution would involve a much broader stakeholder engagement process. The report provides interested parties information on the historic flooding and the conditions caused by flooding.

Councilmember Cathey asked about the involvement of the railroad. Director Smith said none of the alternatives included removal of the railroad as the railroad is considered part of the landscape throughout the study area.

Councilmember Swarthout inquired about any changes to the river by the brewery that changed the course of the river. Director Smith advised that staff has a video on the construction of the golf course. The former brewery armored the riverbank through the golf course and created the river channel as it exists today. However, rivers move naturally as the entire Deschutes River valley was created by the Deschutes River meandering back and forth between the two towering slopes on each side.

Councilmember Swarthout asked about any impacts to the E Street Extension project and potential impacts to the Comprehensive Plan that should be considered. Director Smith advised that those elements would be captured moving forward with the Comprehensive Plan process and the Street Extension project.

Councilmember Jefferson asked about the timing associated with the substation presence in the area and if flooding affects the substation. Director Smith said no information was available from Puget Sound Energy or the brewery regarding the affect of flooding on the substation. The substation serves as a constraining element along the river. As geography and modeling reflected, as floodwaters back up to the substation, it serves as a constraining factor and is why one of the alternatives was to remove the substation to open the floodplain enabling water to move freely. The substation has a greater affect on flooding than flooding has on the substation.

Councilmember Agabi mentioned the bridge on Henderson Boulevard crossing the Deschutes River. He asked whether any study has been completed on the bridge, as well as any study of the area between Pioneer Park and the golf course. Director Smith said the bridge does not likely serve as a constraint. The study did not evaluate the bridge. The railroad tracks serve as a constraint to the north with flooding occurring upstream of Henderson when the river overflows and followa low flow pathways to the north.

Ms. Greer explained that the study area included Henderson Boulevard.

**TUMWATER CITY COUNCIL WORKSESSION  
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Another project underway is at Pioneer Park and the amount of erosion occurring at the park. The intent is to ensure the golf course remains open and reducing the number of days when golfing cannot occur. Allowing Pioneer Park to flood longer is one of the balancing acts the City has been contending with by working with the Parks and Recreation Department. The area of focus near the brewery was because much of the floodwater increases because of a narrow pinch point as it travels to the falls serving as a drain in a bathtub with water backing up above Henderson Boulevard. The intent is reducing pinch points in the areas where water is funneled through. Some benefits would likely occur upstream as well.

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

City Administrator Parks reported on the upcoming Tumwater Fall Fest at the Brewery Park at Tumwater Falls on Saturday, September 30, 2023 from 10 a.m. to 4 p.m. with family activities and food vendors.

Tumwater Community Human Services Program funding applications are due to the City by noon on Wednesday, September 27, 2023. The City distributes approximately \$15,000 to local organizations in the Tumwater area that provide aid to Tumwater residents who may need assistance.

*National Work Without Driving Challenge* is from October 2 through October 8, 2023. The challenge is a national initiative to help raise awareness and understanding of elected officials and policymakers around the barriers for non-driving residents. City Administrator Parks invited the Council to contact Coordinator Jones Wood for more information.

Councilmember Swarthout announced an exhibit of paintings by local artists on display at the Tumwater Library.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 6:52 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: October 17, 2023  
 SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff is seeking City Council ratification of:

- October 6, 2023, payment of Eden vouchers 173677 to 173697 in the amount of \$8,185.39; and Munis vouchers 181464 to 181555 in the amount of \$425,291.51 and electronic payments 903585 to 903619 in the amount of \$194,749.88 and wire payments of \$108,244.84.
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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 by request of the Assistant Finance Director. The most significant payments\* were:

Vendor		
Cardinal Architecture PC	24,041.50	Historic Brewtower Renovation - Phase II Seismic
CDW LLC	55,680.18	Darktrace 2 <sup>nd</sup> Year Subscription
Ron's Stump Removal & Tree	45,935.25	Trees Removed for Safety (extensive decay) on 3 <sup>rd</sup> Avenue SW
TCF Architecture, PLLC	92,695.05	Maintenance & Operations Facility Design
Bobbie & Amanda's Cleaning SVC	22,119.15	September Janitorial Services
Clary Longview, LLC	54,662.30	2023 Ford Interceptor – Replacement Vehicle for Police
WA ST Auditors	35,528.00	Financial, Accountability, & Fraud Audit Costs

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

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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.
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4) Alternatives:

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

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5) Fiscal Notes:

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

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6) Attachments:

A. Exhibit A – 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.

Munis

Voucher/Check Nos 181464 through 181555 in the amount of \$425,291.51

Electronic payment No 903585 through 903619 in the amount of \$194,749.88

Wire payments of \$108,244.84

Eden

Voucher/Check Nos 173677 through 173697 in the amount of \$8,185.39

A handwritten signature in cursive script, reading "Shelly G. Carter", is written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/06/2023

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: October 17, 2023  
SUBJECT: Interlocal Agreement with Pierce College for Paramedic Training

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1) Recommended Action:

Authorize the Mayor to sign the Interlocal Agreement and future extensions with Pierce College for Paramedic Training

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2) Background:

The Tumwater Fire Department partners with Thurston County Medic One to provide Advanced Life Support paramedic services for the residents of Tumwater and all of Thurston County. Tumwater Fire Department paramedic/firefighters are recognized as highly skilled healthcare professionals. Part of the required paramedic training process is for students to work with a preceptor in the field providing supervised care. Tumwater Fire has partnered with several paramedic programs to provide field clinical training opportunities for paramedic students or interns. Pierce College is starting a new paramedic training program and has requested to affiliate with the City as a student training site. The proposed agreement is substantially similar to the existing agreement that the City has with Tacoma Community College. On October 10, 2023 the Public Health and Safety Committee recommended referral to the full Council for approval.

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3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

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4) Alternatives:

☐ Do not recommend approval

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5) Fiscal Notes:

None

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6) Attachments:

A. Interlocal Agreement with Pierce College for Paramedic Training

## A

**AFFILIATION AGREEMENT**

This Agreement is made and entered into between **Pierce College (“School”)**, 9401 Farwest Dr. SW, Lakewood, WA 98498 and City of Tumwater by and through its Fire Department. (“City”), located at 555 Israel Rd SW Tumwater WA 98501. The purpose of this Agreement is for City, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students. In consideration of the mutual covenants and agreements contained herein, School and City agree as follows:

**I. GENERAL PROVISIONS**

A. School and City agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with City to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience of preceptors (to be mutually agreed upon at least one month before the beginning of the clinical education program.
- Number of students eligible to participate in the clinical education program.
- Specific days, hours, and locations for the clinical education program.
- Specific learning objectives and performance expectations for students.
- Specific allocation of responsibilities for the faculty Liaison, clinical education.
- Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement.
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. School and City will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. School and City will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and City.

D. There will be no payment of charges or fees between School and City.

E. There will be no discrimination against any program participant or applicant under this Agreement on the basis of race, color, creed, religion, national origin, age, sex, honorably discharged veteran or military status, sexual orientation, marital status, genetic information, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability.

## **II. SCHOOL'S RESPONSIBILITIES**

A. School will provide information to City concerning its curriculum and the professional and academic credentials of its faculty for the students at City. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with City. School will be responsible for instruction and administration of the students' academic education program. School will notify City in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

B. School's faculty will meet with the City clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by City as set forth in this Agreement, prior to the arrival of students. School will notify City in writing of any change or proposed change in a student's status.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chickenpox will be advised to get an immune titer. School will require yearly PPD testing, or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to City regarding student status concerning the above requirements.

E. School will assign the clinical education program site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in City to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School and to authorize the School to transmit that record or copy thereof to the City. Before the start of training, School will provide City with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to City. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and City, City may conduct the background inquiry directly and the City may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

City understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of City.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by the City. School will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the City as identified in section V. C. below prior to being admitted to the City.

H. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **III. CITY'S RESPONSIBILITIES**

A. City will provide students with a clinical education experience within the scope of health care services provided by the City. City will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School Designated Liaison to assure mutual participation in and review of the clinical education program and student progress. City will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. City will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. City will provide students with access to sources of information necessary for the education program, within City's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. City will make available to student's basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, City will make available office and conference space for students and, if applicable, School faculty.

D. City will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. City retains full responsibility for the care of patients/clients and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

F. City will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, City's clinical education Supervisor will notify School of the action taken. All final resolutions of the student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information City provides for School; however, City reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

G. On any day when a student is participating in the clinical education program at its facilities, City will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care.

H. Except as provided in this Agreement, City will have no obligation to furnish medical or surgical care to any student.

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

A. Students will have the status of learners and will not replace City personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of City during their clinical education program.

C. Students will wear appropriate attire and name tags and will conform to the standards and practices established by School during their clinical education program at City.

D. Students assigned to City will be and will remain students at School, and will in no sense be considered employees of City. City does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at City, nor will City otherwise have any monetary obligation to School or its students by virtue of this Agreement.

## **V. INSURANCE AND INDEMNITY COVERAGE PROVISIONS**

A. Each party to this agreement agrees to defend, indemnify and hold the other party harmless for acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

B. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the City, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working within the City.

D. City maintains membership in the Washington Cities Insurance Authority (WCIA). Through its membership in WCIA, the City maintains commercial liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. City shall provide School with proof of coverage upon request.

## **VI. TERM**

A. This Agreement shall be effective beginning (DATE) for a term of three (3) years ("Initial Term"). The Agreement may be extended for two additional three year renewal terms by mutual written agreement of the parties. The initial Term and any Renewal Term will be collectively referred to herein as "Term". School and City will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, maximum number of students for whom City can provide desirable clinical education experience, and the needs of other disciples or schools requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

## **VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

A. School certifies that it has trained each student it sends to City in universal precautions and transmission of blood-borne pathogens, and that it will send to the City only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to City. Students may waive the HBV series but are required to have a TB screening and be up-to-date on all other immunizations. City will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at City, City agrees to provide the following services:

- Being seen by City's employee health service and/or emergency department as soon as possible after the injury.
- Emergency medical care following the injury.
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol.
- HIV counseling and appropriate testing.

The student will be responsible for the costs of all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by City in the usual manner to the extent possible. City does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

## **VIII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not

be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

1. This Agreement.
2. Attachments to this Agreement in reverse chronological order.

D. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or City, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

- (a) To School:  
Pierce College Ft. Steilacoom  
9401 Farwest Dr. SW  
Lakewood, WA 98498
- (b) To Training Site: Tumwater  
Fire Department 555 Israel  
Rd SW, Tumwater, WA  
98501

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

F. Survival. School and City expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

I. Inspection. City will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). City will provide additional training on City's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of City. No protected healthcare information (PHI) is anticipated to be exchanged between City and School. Solely for the purpose of defining students' role in relation to the use and disclosure of City's PHI, students acting pursuant to this Agreement are defined as members of City's workforce. However, School's students and faculty shall not be considered employees of the City.

H. FERPA. The Parties agree to protect the participating students' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this AGREEMENT but shall not disclose or share education records with any third party.

### **Peirce College Ft. Steilacoom**

By \_\_\_\_\_  
 Sarah Swart (date)  
 Associate Professor for Pierce Emergency Medical Services

By \_\_\_\_\_  
 YuVonne Bailey-Navarrette (date)  
 Contract Manager, EMS Programs Director, Health and Technology

City of Tumwater

By \_\_\_\_\_  
Debbie Sullivan (date)  
Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

FIRST THREE-YEAR RENEWAL

SCHOOL

CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SECOND THREE YEAR RENEWAL

SCHOOL

CITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

TO: City Council  
FROM: Brad Medrud, Planning Manager  
DATE: October 17, 2023  
SUBJECT: Service Provider Agreement with ICF Jones & Stokes, Inc. for the Bush Prairie Habitat Conservation Plan (HCP) Phase 2, Amendment 3

---

1) Recommended Action:

Approve the Third Amendment to Phase 2 Service Provider Agreement for the Bush Prairie Habitat Conservation Plan (HCP).

---

2) Background:

The streaked horned lark, the Olympia pocket gopher, and the Oregon spotted frog were listed for protection under the federal Endangered Species Act (ESA) in 2013, 2014, and 2016, respectively. The Oregon vesper sparrow is not federally listed under the ESA yet, but it is anticipated to be listed in the future. All four species occur within the City.

Under the ESA, the U.S. Fish and Wildlife Service (USFWS) may issue an incidental take permit to private and public landowners to allow for limited “take” of these species. One of the requirements for an incidental take permit to be issued is that USFWS approve a habitat conservation plan (HCP).

Working together with the Port of Olympia, a large group of stakeholders, and consultants, the City is preparing the Bush Prairie HCP to identify appropriate mitigation for impacts to the three endangered prairie species, as well as the Oregon spotted frog. The HCP will allow City and Port operations and maintenance, as well as public and private development to occur in some areas frequented by endangered species, in exchange for the development of contiguous mitigation sites that offset any impacts.

The goal of the HCP is to allow responsible growth to occur in the City, as required under the state Growth Management Act, while providing superior species protection over what the ad-hoc, case-by-case federal permitting approach currently provides. It is the intent of the HCP to cover all development actions by private and public landowners that require municipal approvals.

The City and Port approved an Interlocal Agreement in 2016 to prepare the Bush Prairie HCP. The City and Port worked together to apply for the Bush Prairie HCP Phase 2 grant from USFWS in March 2017 and were awarded the grant in April 2018. The Bush Prairie HCP Phase 2 Service Provider Agreement with ICF Jones & Stokes was completed in 2018.

The proposed Third Amendment to the Phase 2 Service Provider Agreement with ICF Jones & Stokes would extend the term of the Phase 2 Service Provider Agreement twelve months from current expiration date of December 21, 2023 to December 31, 2024.

The proposed Third Amendment to the Phase 2 Service Provider Agreement would also adjust the amounts allocated to the tasks of the Phase 2 Service Provider Agreement to reflect the current funding allocations for the grant objectives in WDFW Phase 2 Grant Contract 18-11088. The total compensation in the Phase 2 Service Provider Agreement would remain \$1,144,653.00.

All other terms and conditions of the Phase 2 Service Provider Agreement not modified by the Third Amendment to the Phase 2 Service Provider Agreement would remain in full force and effect.

The General Government Committee received a briefing on this item at their October 11, 2023 meeting and recommended that it be placed on the City Council's consent agenda for approval.

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3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving "special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

Work on this project is funded by federal grants and City general government funds.

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6) Attachments:

A. Third Amendment to Phase 2 Service Provider Agreement for the Bush Prairie Habitat Conservation Plan (HCP)

**THIRD AMENDMENT  
TO  
CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**BUSH PRAIRIE HABITAT CONSERVATION PLAN, PHASE 2**

THIS THIRD AMENDMENT (“Amendment”) is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation (“CITY”), and ICF JONES & STOKES, INC., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER.”

A. The CITY and SERVICE PROVIDER entered into a Service Provider Agreement (“Agreement”) dated effective September 4, 2018, whereby the SERVICE PROVIDER agreed to provide technical expertise, where required, to perform the services and/or tasks set forth by the Agreement.

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER amended the Agreement to continue the Services described in Section 1 of the Agreement by extending the term of the Agreement until September 30, 2022, by a first amendment on April 7, 2021.

D. The CITY and the SERVICE PROVIDER amended the Agreement to continue the Services described in Section 1 of the Agreement by extending the term of the Agreement until December 31, 2023, by a second amendment on September 30, 2022.

E. The CITY and the State of Washington, Department of Fish and Wildlife (“WDFW”) amended WDFW Grant Contract 18-11088 dated September 29, 2018, by a second amendment dated March 13, 2022, to remove the amount of \$191,932 from Grant Objective 4 and transfer to Grant Objective 3. The second amendment adjusted the cost of Grant Objective 3 to \$348,458 and Grant Objective 4 to \$127,955.

F. The CITY and the SERVICE PROVIDER are making progress towards completing the Bush Prairie Habitat Conservation Plan and desire to amend the Agreement to continue the Services described in Section 1 of the Agreement, adjust the task budget allocations to conform to the Grant Contract amendments, and extend the term of the Agreement.

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

1. Term.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2024.

2. Compensation.

Exhibit A, Section 4 – Budget, Table 3 Bush Prairie HCP and EIS Budget Summary, of the Agreement shall be amended as follows:

<b>Task</b>	<b>Total</b>
Task 1. Project Management, Coordination, and Meetings	<del>\$210,920</del> <u>\$258,593</u>
Task 2. Prepare Working Draft HCP	<del>\$220,610</del> <u>\$243,330</u>
Task 3. Complete HCP	<del>\$182,760</del> <u>\$477,267</u>
Task 4. Prepare Draft and Final NEPA/SEPA EIS	<del>\$373,500</del> <u>\$139,052</u>
Direct Expenses	\$26,411
Annual Cost of Living Increases for 2019-2020 Labor	<del>\$60,157</del> <u>\$0</u>
Contingency	<del>\$72,295</del> <u>\$0</u>
<b>Grand Total</b>	<b><u>\$1,144,653</u></b>

The total compensation in Section 4 of the Agreement remains \$1,144,653.00.

3. Full Force and Effect.

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

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

ICF Jones & Stokes, Inc.  
Address: 1200 6<sup>th</sup> Ave., Suite 1800  
City/State/Zip: Seattle, WA 98101  
Tax ID #: 94-1730361  
Phone Number: (703) 934-3709

\_\_\_\_\_  
DEBBIE SULLIVAN  
Mayor

\_\_\_\_\_  
Signature (Notarized – see below)  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_,  
My appointment expires: \_\_\_\_\_

TO: City Council  
FROM: Brad Medrud, Planning Manager  
DATE: October 17, 2023  
SUBJECT: Letter of Commitment with State Department of Commerce for 2025 Comprehensive Plan Periodic Update Climate Planning Grant Application

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1) Recommended Action:

Authorize the Mayor to sign the Letter of Commitment with the State Department of Commerce for 2025 Comprehensive Plan Periodic Update Climate Planning Grant Application.

---

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations. For the current cycle, the City is required to complete work on the periodic update by June 30, 2025. Work on the periodic update started last fall.

The State Department of Commerce Climate Planning Grant allocation is \$500,000. The grant would allow the City to hire consultants to assist with the state requirement to prepare a Climate Element as part of the 2025 Comprehensive Plan update, as well as make other related updates to other elements of the Plan.

The General Government Committee received a briefing on this item at their October 11, 2023 meeting and recommended that it be placed on the City Council's consent agenda for approval.

---

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

---

4) Alternatives:

☐ None.

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5) Fiscal Notes:

The City will be filing an application for a State Department of Commerce grant for \$500,000 before October 31, 2023, to support this work as part of the 2025 Comprehensive Plan. There is no City match for this grant.

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6) Attachments:

A. Letter of Commitment – Climate Planning Grant Application



October 17, 2023

Sara Fox, Climate Planning Manager  
Washington State Department of Commerce  
1011 Plum Street SE  
Olympia, WA 98504

Dear Recipient:

I, Debbie Sullivan, Mayor of the City of Tumwater, authorize the City to propose the attached scope of work and budget request for grant funding to prepare and adopt amendments to implement the requirements of HB 1181 related to climate planning.

We understand that the City is required under the Growth Management Act to adopt goals and policies related to addressing climate change. These goals and policies will be considered and adopted as part of our scheduled periodic review update to our Comprehensive Plan, which is due June 30, 2025.

The City intends to use the funds provided by the grant to offset the costs of consultants needed to assist City staff with the update of the City's Comprehensive Plan and supporting implementation work. The City will use any remaining funds from the allocation to conduct implementation activities related to the adopted Plan after 2025.

Work on the City's Growth Management Act periodic update started last fall. The updated Comprehensive Plan will address diversity, equity, and inclusion throughout the Plan and incorporate a number of state required changes.

I urge the State Department of Commerce to support the City's Comprehensive Plan update by providing funds to support our work on the requirements of HB 1181. Please feel free to contact me at (360) 754-5855 or by emailing [dsullivan@ci.tumwater.wa.us](mailto:dsullivan@ci.tumwater.wa.us) if you have questions regarding my comments and support.

---

Tumwater City Hall  
555 Israel Road SW  
Tumwater WA 98501

[www.ci.tumwater.wa.us](http://www.ci.tumwater.wa.us)

City of Tumwater

Warm regards,

Debbie Sullivan  
Mayor, City of Tumwater

Cc: Tumwater City Council  
Lisa Parks, City Administrator  
Michael Matlock, Community Development Director

TO: City Council  
FROM: Melody Valiant, City Clerk  
DATE: October 17, 2023  
SUBJECT: Advisory Board Reappointments of David Shipley and Alex Rossiter to the Historic Preservation Commission and Terry Kirkpatrick to the Planning Commission

---

1) Recommended Action:

Confirm Mayor Sullivan's reappointment of David Shipley and Alex Rossiter to the Historic Preservation Commission and Terry Kirkpatrick to the Planning Commission.

---

2) Background:

David Shipley and Alex Rossiter have volunteered to serve an additional 3-year term on the Historic Preservation Commission. Upon Council confirmation, David's and Alex's terms will expire October 31, 2026. Terry Kirkpatrick has volunteered to serve an additional 4-year term on the Planning Commission. Upon Council confirmation, Terry's term will expire on November 1, 2027.

---

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 engage residents, and living connection to its history.

We Believe in PEOPLE:

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

4) Alternatives:

- ☐ Approve the reappointments.
  - ☐ Some other course of action.
- 

5) Fiscal Notes:

There is no fiscal impact associated with this report.

---

6) Attachments:

- A. Applications and supplemental applicant information.

JUL 13 2001

## APPLICATION

ADMINISTRATIVE DEPT

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

Name:

DAVID C. SHIPLEY

Address:

Date:

8/12/01

Telephone:

(Home)

(Work)

BOARD, COMMITTEE  
OR COMMISSION:

PREFERENCE  
NUMBER:

Planning Commission:

Nine members, mayoral appointment, with Council confirmation, six-year terms; active

2

Civil Service Commission:

Three members, mayoral appointment,  
Six-year terms; active

Tree Board

Five to seven members, mayoral appointment, with Council confirmation, for four-year terms; active

Board of Parks Commissioners:

Five members, mayoral appointment with Council confirmation, three-year terms; active

Historic Preservation Commission:

Seven member, mayoral appointment with Council confirmation, three-year terms; active

1

Tumwater Human Services Review Committee:

One citizen member, mayoral appointment,  
indefinite terms; active

Tumwater Library Board of Trustees:

Five members, mayoral appointment with Council confirmation, five-year terms; active

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Building Board of Appeals / Building Code

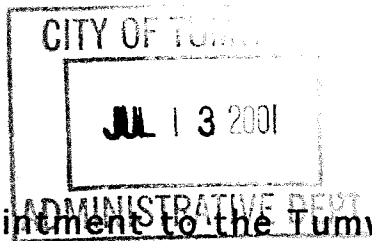
Advisory Committee

Seven members, mayoral appointment, two-year terms

---

Crimestoppers

One City of Tumwater representative to a regional program



Dear Mayor:

July 12, 2001

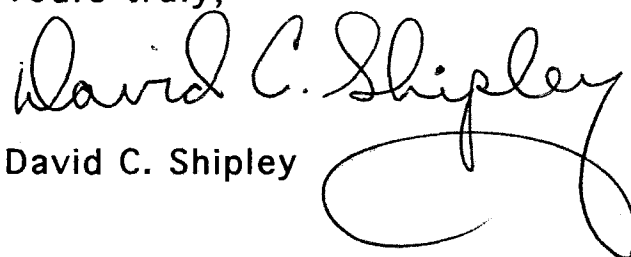
I am seeking appointment to the Tumwater Historic Preservation Commission and thought it would be appropriate to let you know about my background.

I work for the Olympia School District as a teacher at Capital High School, mostly social studies. My classes are usually U.S. history, Washington State history and world history. I have been in the Olympia School District for 37 years.

My interest in history goes back to my younger days in school as well as to the present. I am currently a member and chairperson of the Thurston County Historic Commission and the Olympia Heritage Commission. I have been on the county commission since 1988 and on the Olympia commission for about five years. I recently moved into the city of Tumwater and will resign from the Olympia Heritage Commission.

I have thoroughly enjoyed my participation in these two commissions and look forward to working with the Tumwater Historic Preservation Commission.

Yours truly,

  
David C. Shipley

# 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:

Alex A. Rossiter

Address:

[REDACTED]

Telephone:

(Home)

[REDACTED]

(Cell)

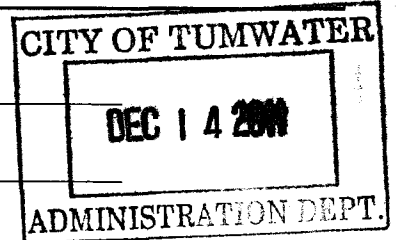
(Work)

Date:

12/14/2011

Email:

[REDACTED]



## BOARD, COMMITTEE OR COMMISSION

PREFERENCE  
NUMBER:

### Barnes Lake Management District Steering Committee

Nine members; Mayoral appointment; two-year terms; active

~~\_\_\_\_\_~~

### Board of Park Commissioners:

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

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### Civil Service Commission:

Three members; Mayoral appointment; six-year terms; active

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Crime Stoppers:

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

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Historic Preservation Commission:

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

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Human Services Review Council:

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

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Planning Commission:

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

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Thurston Community Television:

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

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Tree Board:

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

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12/14/11

Letter of Interest  
Alex A. Rossiter

Re: Historic Preservation Commission  
re: Barnes Lake Management steering  
Committee

Dear Sir, or Ma'am,

I would like to be considered for a spot on the Historic Preservation Commission and the Barnes Lake Management steering committee. I have always lived in Tumwater at 917 Miller St and feel my local background will lend perfectly to my eligibility. My location is right by Barnes Lake and I'm also a direct descendant of early pioneers to Tumwater (New market.)

I'm very interested in Planning and Historic Preservation and I've studied both extensively in college and all through my life. It's in my interest to ensure that my hometown's History remains preserved to the fullest. Furthermore, it's in my interest to preserve and clean up Barnes Lake. Ever since I can remember I've wanted to swim and play in the Lake but my mom said it was too dirty and that no one could do that. I'd be a perfect choice for the committee because it's a very close subject for me. It's the same with the Historic Preservation Commission as I'm a vested member of the community and part of the original on-going history of our great city.

Sincerely,

Alex A. Rossiter

# Alex A. Rossiter

## EDUCATION:

**The Evergreen State College (BA) 2011**

Major Emphasis: Environmental Studies

Minor Emphases: Economics, Urban Planning, Local Government Policy

**South Puget Sound Community College (AA) 2009**

Major: Paralegal

## CERTIFICATIONS:

- Paralegal
- CPR/First Aid exp: 03/23/13
- Food Handlers Permit exp: 06/07/13

## EMPLOYMENT HISTORY/ INTERN WORK:

**Intern NW Ecobuilding Guild, S.S. Chapter (Unpaid '09 – '10)** Attended and assisted with Guild events, meetings, symposiums, workshops and Thurston County Stakeholders' meetings. I worked closely with local businesses to heighten the local public's awareness to current environmental problems and detailed solutions. I learned a great deal about environmentally friendly building practices and prepared reports for director from required meetings.

**Intern City of Olympia, Community Planning & Development Department. (Unpaid 06/'09 – 09/'09)** – Conducted outreach interviews, compiled surveys, provided transcripts, participated in brainstorm sessions and assisted in events for the Comprehensive Plan Update Project entitled "Imagine Olympia." I actively gathered public voices on both interests and worries surrounding both the current and future status of Olympia. My work aided in informing the Planning Department regarding the formation of the new Comprehensive plan.

**Apprentice, ION Ecobuilding (Paid 03/'09 – 07/'09 then Unpaid through 09/'09)** Assembled eco-education cabin, implemented green-building techniques, and taught others the prescribed methods of construction. I participated in all aspects on cabin project and worked directly with president and other local builders, provided public demonstrations, and re-sided a farmhouse with lime stucco voluntarily for a needy family.

**Caregiver, Thurston Co. AAA (Paid 08/'07 – 07/'08)** Provided daily in-home care and assistance for totally dependant Muscular Dystrophy client. I maintained a high quality of life for my client and built a quality relationship with him. I would feed, transport, move, groom, protect, help him with life support machinery, etc., and we would entertain each other.

**Legal Assistant, Morgan Hill P.C.** (*Unpaid* 02/'07 – 05/'07 then *Paid* through 08/'08) Provided and became proficient at database management, archiving, filing, mailing, drafting correspondence and pleadings, Legal professionalism, public service, and multi line phones. I was the Legal Assistant for five Paralegals and five attorneys; I would take charge of all in-house duties and systems and I would file pleadings for multiple cases at once with all local courts.

**Seasonal Worker, City of Olympia** (*Paid* 04/'06 – 10/'06) Maintained parks, operated all park equipment, landscaping/management, turf grass maintenance, daily ball field setup and events. I was responsible for Yaeger Park and all other Olympia parks and public events as needed. I became proficient with all available tools, from tractors to hand tools, and practices, from daily park clean up to proper ball field setup and public service.

**Small Business Partner, Music Magic Professional DJ Services, LLC** (*Paid* 03/'98 – 04/'06) Assisted with business plan, administrative assistance, office assistance, event performances, equipment maintenance, organizing and categorizing entire music library, drafting contracts and correspondence, marketing materials and providing exceptional customer service. I was employed from the business's conception until its dissolution; It was a family business.

**REFERENCES:**

1. Cherry Dalrymple, Paralegal, Supervisor (360) 357-5700
2. Dr. Joye Hardiman, Faculty, The Evergreen State College (253) 921-4520
3. Cameron Dobson, MD Client (360) 349-6672



The Evergreen State College - Olympia, Washington 98505  
**THE STUDENT'S OWN EVALUATION OF PERSONAL ACHIEVEMENT**

Rossiter	Alex	A	A00140416
Student's Last Name	First	Middle	ID Number
Northwest Developments: the Good, the Bad, and the Ugly			
Program or Contract Title			
		04-JAN-2010	19-MAR-2010
		Date Began	Date Ended

This quarter I learned about land use and planning both within the city of Olympia, and in general. I have a solid understanding of how zoning fits into city government and planning. I enjoyed exploring the implications of zoning along with various configurations and methods for laying out a city. I found the topic of "smart growth" and creative planning to be extremely interesting and used the techniques while studying Olympia to ratify suggestions to offer the city.

My group's research project identified the immediate and future needs of the housing market in Olympia. The general idea was to become educated and then offer some recommendations to the city in a constructive way. The group was named "Imagine Olympia" after the city's Comprehensive Plan update project. We discovered through meeting with city planning staff that the population in Olympia will continue to grow exponentially and require educated planning and attention to sustainability if the city is to maintain its health and vitality. The city is planning for more density in the down town to stave off sprawl and make the best use of the existing infrastructure.

Acknowledging and planning for a mix of households and incomes was chiefly important to our study. We proposed Auxiliary Dwelling Units (ADU), and Single Room Occupancies (SRO), would be the most fitting ways to provide shelter for these people while maintaining Olympia's identity and small town feel. These methods are known as "infill" as they serve to fill in areas which are already developed and they add density to the areas where they're implemented. We proposed SROs to densify the core of the downtown area and ADUs for the surrounding neighborhoods. Some guiding ideas we used were densifying the targeted areas, as set forth by the Planning Department, and providing for the low to moderate incomes.

We gathered a rounded perspective of our topic by collecting a range of voices from different points of view. We used the city's "Imagine Olympia" program to identify current trends in citizens' feelings toward the city and housing market. We also interviewed members of the city's planning department for the structural setup of codes, zoning and planning for higher population. Lastly, we interviewed a series of developers, along with a variety of development experts. This offered us a very wholistic view of the issue and gave me a great deal of motivation to work for positive change within Olympia and learn as much as possible about city planning. The lessons I learned through this process can be easily transferrable to other projects in the future.

Our research culminated in a paper and presentation with our proposals for infill housing and code changes to both allow for and incentivise ADUs and SROs. We used the city of Santa Cruz as a model for ADUs and borrowed some of their ideas for our work. Our proposals included relaxation of prohibitive codes and tax breaks to lift all possible barriers. Our proposals and work product shall be offered to the city planning department with hopes that it will influence the new comprehensive plan and be a step in the direction of a variety of housing options for our growing population in Olympia.

I am ready to build off of this project and continue researching and participating in the ongoing study of changing housing trends. I am interested in "smart growth" and would like to be a purveyor of solid proposals and inventive

Student's Signature	Faculty Member's Signature (optional)
16-MAR-2010	
Date	Date



The Evergreen State College - Olympia, Washington 98505

**THE STUDENT'S OWN EVALUATION OF PERSONAL ACHIEVEMENT**

Rossiter	Alex	A	A00140416
Student's Last Name	First	Middle	ID Number
Northwest Developments: the Good, the Bad, and the Ugly			
Program or Contract Title			
		04-JAN-2010	19-MAR-2010
		Date Began	Date Ended

ideas for this city. The applications afforded to me by this study will allow me to replicate the model I used and replicate it to perform other types of studies and compose educated proposals.

I gained an understanding and appreciation for the economy and how it changes and affects us. Through the readings I learned a great deal about diverse economies and how they can be preserved and protected. I understand economic development and what a vital role it plays in cities to provide for diversity of populations and longevity of the city.

Student's Signature

16-MAR-2010

Date

Faculty Member's Signature (optional)

Date

## APPLICATION

JAN 14 2003

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 or a resume with this application showing your current qualifications and interests. Thank you!

Name:

TERRY KIRKPATRICK

Address:

Urban Growth  
Area

Telephone:

(Home)

(Work)

Date:

1/9/2003

Email:

BOARD, COMMITTEE OR COMMISSIONPREFERENCE  
NUMBER:Board of Parks Commissioners:

Five members, mayoral appointment with Council confirmation, three-year terms, active

Building Board of Appeals / Building Code Advisory Committee:

Seven members, mayoral appointment, two-year terms

Civil Service Commission:

Three members, mayoral appointment, six-year terms, active

Crimestoppers:

Two citizen representatives; mayoral appointment with Council confirmation; three-year terms, active

Historic Preservation Commission:

Seven member, mayoral appointment with Council  
confirmation, three-year terms, active

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Human Services Review Committee:

One citizen member, mayoral appointment with Council  
confirmation, three-year terms, active

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Library Board:

Five members, mayoral appointment with Council  
confirmation, five-year terms, active

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Planning Commission:

Nine members, mayoral appointment with Council  
confirmation, six-year terms, active

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# 1

Thurston Council on Cultural Diversity and Human Rights:

One citizen representative; recommendation by Mayor with  
approval from Council, appointment by Thurston County  
Commissioners, three-year terms, active

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Tree Board:

Five to seven members, mayoral appointment with Council  
confirmation, for three-year terms, active

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