



**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 18, 2022
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: Walk to School Month, October 2022
- 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, October 4, 2022
 - [b.](#) Payment of Vouchers (Shelly Carter)
 - [c.](#) Reappointment of Marnie Slakey and Renee Radcliff Sinclair to the Historic Preservation Commission and Kelly Von Holtz and Brian Schumacher to the Planning Commission (Hanna Miles)
 - [d.](#) Lodging Tax Advisory Committee 2023 Funding Recommendations (Hanna Miles)
 - [e.](#) Stormwater Management Action Planning Service Provider Agreement (Dan Smith)
 - [f.](#) Third Amendment to Service Provider Agreement for Right of Way Legal Services (Brandon Hicks)
 - [g.](#) Percival Creek Fish Passage Barrier Replacement Scope Amendment #1 (Dan Smith)
- 7. Public Hearings:**
 - [a.](#) Ordinance No. O2022-022, Ad Valorem for Regular Property Taxes for the Fiscal Year 2023 (Shelly Carter)
 - [b.](#) 2023-2024 Budget Public Hearing #1 (Troy Niemeyer)
- 8. Council Considerations:**
 - [a.](#) Ordinance No. O2022-023, Suspending Annual Comprehensive Plan Amendments (Brad Medrud)
 - [b.](#) Capitol Lake - Deschutes Estuary Memorandum of Understanding for Governance and Funding of a Restored Estuary (John Doan)

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://tcmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 844 0963 7697 and Passcode 262958.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 844 0963 7697 and Passcode 262958.

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_XTdtBHLxQL-tzTpdQQ96OA

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.

<https://tcmedia.org/channels.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. 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

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 2022 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, this 18th day of October in the year, two thousand twenty-two.




Debbie Sullivan
Mayor

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 1**

CONVENE: 7:00 p.m.

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

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**SERGIO'S SHELTER
FACILITY UPDATE -
3444 MARTIN WAY:**

Interfaith Works Executive Director Meg Martin provided an update on the day center and service connection facility at 3444 Martin Way. The facility will house Sergio's Shelter. In late 2022, Interfaith Works purchased the property to provide services and respite from the elements for people experiencing homelessness in a new modular facility. Funding for Sergio's Shelter was a regional public and private effort to include the City of Tumwater. Interfaith Works contracted with Thurston County to provide additional daytime and overnight shelter space for people during periods of extreme heat, smoky conditions, and cold weather. Unfortunately, the project experienced logistical and coordination delays due to material delivery delays and high turnover in the construction industry creating problems with project continuity. New energy code changes enacted by the State Legislature affected the project and permit timelines. With oversight of a project manager, progress has occurred with the facility scheduled to open in December 2022.

The delay in construction afforded more time to engage with potential partners to provide services onsite. Primary care services and clinical mental health services will be provided at the new day center. Sergio's will be expanded at some point to support the development of permanent supportive housing with options to be explored.

The new facility is named after Sergio Jaramillo, a long-term resident of Thurston County who experienced homelessness for nearly 20 years. Mr. Sergio struggled significantly with mental and physical health issues. In 2017, he experienced frostbite on his toe that eventually caused an infection leading to the loss of both legs and his eventual death in 2019. .

Ms. Martin addressed several questions and explained that the shipping container containing four showers has limited space for both privacy and changing clothes. The intent is to provide service to men and women. Staff is working on an operational plan that could entail assigning shower hours by gender or providing partitions between shower spaces affording more privacy. The project was primarily funded by local jurisdictions with the exception of additional COVID funds through the ESG Program by

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 2**

Thurston County (\$43,000). Interfaith Works has a consolidated network of service contracts with Thurston County to help fund operational costs. The organization plans to fundraise for additional funds. During the pandemic, Providence decided to close the dayroom portion of the Community Care Center. The site has been operating in a limited capacity and continues to provide healthcare and clinical mental health services through appointment only by the Free Clinic of Olympia, Valley View Health Services, and the Providence Behavioral Health Team. At this time, she is unsure as to the ongoing status of the Community Care Center but Interfaith Works plans to collaborate with those entities to some degree at Sergio's. Those partnerships have the capacity to provide the same services as Sergio's. Over the last year, the organization collaborated with Providence to provide a medical respite program for the county to assist medically fragile individuals leaving the hospital who have no shelter. Service at Sergio's for weather-related shelter will depend on the operational capacity of both the facility and personnel. The facility can accommodate many people with 75 people previously provided overnight shelter.

Councilmember Cathey acknowledged the hard work and dedication of Ms. Martin and especially for naming the facility after Sergio Jaramillo in recognition of his life experiences.

**PROCLAMATION:
FIRE PREVENTION
WEEK, OCTOBER 9-
15, 2022:**

Councilmember Swarthout read a proclamation declaring *Fire Prevention Week* during the week of October 9-15, 2022. The proclamation urges all residents and businesses in the City of Tumwater to heed the messages and support the efforts of the Tumwater Fire Department and other emergency services to keep the community safe from fires and in times of medical emergencies.

Mayor Sullivan recognized Fire Chief Brian Hurley.

Fire Chief Hurley thanked Mayor Sullivan and the Council for issuing the proclamation recognizing October 9-15, 2022 as *Fire Prevention Week*. This year marks the 100th anniversary of *Fire Prevention Week*. The week is celebrated each year during October in recognition of the Great Chicago Fire on October 8, 1871. Following the fire and the great loss of lives and property, the modern fire prevention movement began in the United States.

Many people die each year from fire-related incidents. In 2020, 3,500 people died from fire and thousands were injured. Approximately 80% of those fire deaths occurred at home. Adults aged 65 or older are twice more likely to die in a fire than younger people. Having functional smoke detectors more than doubles the chance of surviving a fire. Today's homes are built with more combustible materials and within 3-12 minutes, a fire in a room can reach 1,100 degrees Fahrenheit.

This year's theme, *Fire Won't Wait, Plan Your Escape* serves to educate the

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 3**

public about the vital importance of having a home fire escape plan – and practicing that plan. Residents should conduct fire drills and change non-lithium batteries in smoke detectors twice a year. Fire Chief Hurley urged the community to visit the Tumwater Fire Department Facebook page for messages about Fire Prevention Week.

Mayor Sullivan presented the proclamation to Fire Chief Hurley.

**PROCLAMATION:
NATIONAL HISPANIC
HERITAGE MONTH,
SEPTEMBER 15-
OCTOBER 15, 2022:**

Councilmember Dahlhoff read a proclamation declaring September 15, 2022 through October 15, 2022 as *National Hispanic Heritage Month*. The proclamation urges everyone to learn and participate in events that celebrate rich Hispanic cultural traditions. Each year, Americans observe National Hispanic Heritage Month from September 15 to October 15, by celebrating the histories, cultures, and contributions of those whose ancestors came from Spain, Mexico, the Caribbean, and Central and South America.

Mayor Sullivan introduced Maria Sigüenza, Executive Director, Washington State Commission on Hispanic Affairs. Ms. Sigüenza reported the small agency of three personnel is a 50-year old agency and works on public policy with state agencies, the Governor, and the Legislative to ensure voices of the Latino community are represented in issues affecting Latinos. Nearly 25 percent of students enrolled in schools throughout the state are Latinos. The Commission has been integral in census and voter outreach efforts and has completed projects with the City of Yakima to secure over \$600,000 for park repairs in a Latino centric community. Recent efforts have increased staffing and working with communities to ensure supports are in place for students at risk of recruitment by gangs.

Ms. Sigüenza accepted the proclamation from Mayor Sullivan.

PUBLIC COMMENT:

Pamela J. Hansen, P.O. Box 14521, Tumwater, commented on the five-year projection of Tumwater's fund balance declining under the required amount by 2027 according to information from the City of Tumwater. A *Jolt* article stated, "The 2027 balance is expected to close at \$3,327,624.00, which is \$3 million short of the then required balance of \$6,331,000. Further, the City's expenditures are predicted to exceed revenues in 2025 with expenditures at \$34,368,000 and revenues of \$34,357,000. The trend sees the gap increasing within the following years." The article also refers to the Regional Fire Authority, the Transportation Benefit District, and other tax increases with nothing about the Tumwater Municipal Golf Course. Overspending by the Tumwater Municipal Golf means subsidizing golf games by \$500,000 each year. By referring to the golf course as a parks program instead of a municipal business that continues to fail, overspending facts are being ignored. The City's taxing policy will ultimately raise taxes and reduce taxpayer services in what taxpayers may see as a political ponzi scheme dependent upon the definition of ponzi. The City should reduce the golf course budget by \$500,000 each year rather than

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 4

increasing taxes and reducing services to Tumwater taxpayers, which would reduce the projected \$3 million budget shortfall in 2027. Golfers should pay for their own golf games rather than taxpayers. She mentioned the recent opioid lawsuit payout to the state. She doubts the Thurston County Commission would attempt to ponzi the opioid lawsuit funds with complicated and drawn-out interfund loan schemes because of its recent commendable budget transparency and planned online participation improvements.

Kim Marino said that as part of her Spanish heritage, she is an activist with a long family history of social activists. Over the last two years, she has become a sacred activist of which she brings the sacred into the world that is so dearly missing. She reported on police abuse that occurred to her. On September 16, 2022 she went to UPS to seek help for her daughter. Unfortunately, UPS staff were not trained and called 911. Four officers arrived and told her to remove herself from the property because she was trespassing. She left the property and tried to explain the situation to the officers, who would not listen. She subsequently prayed and left the property. On September 19, 2022 she reported the incident to the Tumwater Police Chief. The police arrested her unlawfully as she was trying to report the abuse. She concluded that she was arrested after she had asked the Police Chief to visit her home to explain what the officers did wrong. As she left to return to her car, she remembered that it was about her mother who was retained against her will at Garden Court. She returned to the police station and the officers refused to complete a police report and left her in the lobby locking her out. She prayed during a ceremony and the five officers returned and picked her up and read her the Miranda rights after she asked the rights to be read. They informed her that reading the rights to her would be a courtesy in the future. They took her to the Nisqually (Jail) where they stripped her. Officers abused her and she has documentation of that abuse. After 36 hours, she was arraigned. The judge indicated she was free to leave. Jail personnel locked her in the cell saying that they would hold her for an involuntary treatment act. They shut off the water and she experienced pain as she was lying on the floor for two hours. She asked the Police Commander to visit her home and address the abuse, as she does not want police officers perjuring themselves.

CONSENT
CALENDAR:

- a. Approval of Minutes: City Council Worksession, September 13, 2022
- b. Approval of Minutes: Special City Council Meeting, September 20, 2022
- c. Approval of Minutes: City Council, September 20, 2022
- d. Payment of Vouchers
- e. WSDOT Rights of Way Initiative – Process Memorandum of Understanding
- f. Interstate 5/Trosper Road/Capitol Boulevard Reconfiguration; Award Contract and Authority to Sign Contract

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 5**

MOTION: Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to approve the consent calendar as published. A voice vote approved the motion unanimously.

PUBLIC HEARING:

**ORDINANCE NO.
O2022-021: REMOVAL
OF PROPERTIES
FROM HOPKINS
DRAINAGE
DISTRICT:**

Director Smith presented Ordinance No. O2022-021, a proposed action to remove properties from Hopkins Drainage District #2. The City action applies to properties located within the City that were annexed by the Hopkins Drainage District.

Director Smith displayed a map of the Hopkins Drainage District #2 area. The district was formed in 1904 as a special purpose district authorized by RCW 85.06 to maintain conveyance systems for stormwater and water runoff. He identified existing properties prior to 2022 located within the Hopkins Drainage District. Other properties highlighted in red total 605 properties annexed in 2022 to the Hopkins Drainage District. Of those properties, 599 commercial and residential properties are located within the City of Tumwater.

Hopkins Drainage District Commissioners initiated the annexation process in August 2022 and completed certification of the adopted roll of properties on September 24, 2022 despite numerous objections from the City and most of the property owners within the annexed area. The annexation intends to provide financial support to the Hopkins Drainage District to accomplish its operations in the conveyance of stormwater and other runoff flows from the properties. The Hopkins Drainage District contemplates receiving approximately \$380,000 in assessments from property owners. Because of the limited timeline for appeals of the ordinance, the proposed ordinance was prepared as an emergency ordinance with a 10-day appeal period. The ordinance applies only to the Hopkins Drainage District annexation of the properties and does not contemplate any objections offered during that process as there are additional legal proceedings anticipated to follow.

The proposed ordinance documents no substantive evidence that the properties in Tumwater would benefit from the Hopkins Drainage District and acknowledges that RCW 85.38.217 provides for the removal of any portion of a drainage district within a First Class City boundary. Code cities are authorized to take those actions under the RCW. Tumwater also operates its own storm drain utility per RCW 35.67 and has sufficient capacity to maintain its own stormwater services for the properties located within the City's boundaries. Tumwater is complying with local, state, and federal stormwater codes. All properties that exist within Tumwater pay utility charges to sustain the stormwater facilities operated by the City. The ordinance acknowledges that the removal of the properties would not impair any existing contract, liability, or obligation to finance the Hopkins Drainage District's operations.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 6**

Despite the short timeline between the Hopkins Drainage District's action and the proposed ordinance, the City completed a substantive public information campaign, briefed the Tumwater Public Works Committee, and reviewed the issue with the City Council during a recent worksession. Additionally, all residents affected received information from the City through the mail. The notice of the public hearing was published in *The Olympian* newspaper, posted on the City's website, and posted on all City social media accounts.

Staff recommends the City Council adopt Ordinance No. O2022-021 following the public hearing to remove the properties annexed in 2022 by the Hopkins Drainage District that are located within the City of Tumwater.

Director Smith invited questions and comments.

Councilmember Agabi inquired about the status of the remaining properties not included in the proposed ordinance. Director Smith explained that those properties are not located within the boundaries of the City and are under the jurisdiction of Thurston County.

Councilmember Althaus asked about the potential possibility of the Hopkins Drainage District re-annexing the properties following the City's action. City Attorney Kirkpatrick advised that the ordinance stipulates a permanent removal of the properties from Hopkins Drainage District. The language is intended to prevent re-annexation by the Hopkins Drainage District, which could be subject to a later court determination.

Councilmember Schneider cited his letter for the record, "Although the City of Tumwater and the residents of The Preserve at Tumwater Place did not choose this fight, Commissioner Jackmond left them with no other choice. When Commissioner Jackmond stated publicly on numerous occasions that the Thurston County Commissioners withheld monies from the Hopkins Drainage District and the City of Tumwater denied responsibility for the drainage ditch flooding, he and the other two Commissioners were going to punish The Preserve, area businesses, and the City of Tumwater by annexing those properties mentioned to their District for the sole purpose of collecting additional revenue for their district. It is the Hopkins Drainage District #2 and three elected officials' duty to maintain and monitor their drainage system and not the City of Tumwater. They should be held accountable for the District and own up to their failures, which is what good leadership does. Thank you."

Councilmember Jefferson said that she understands the properties are not served by the District at this time and that the system has not been maintained. Director Smith explained that the Hopkins Drainage District is responsible for maintaining the ditch. The City is proposing to de-annex the properties that have been annexed by the Hopkins Drainage District. The

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 7**

District is asserting that the properties recently annexed are receiving benefits from the Hopkins Drainage District and are seeking to recover finances to support its operations. Hopkins Drainage District has not provided evidence to support its actions. The proposed action by the Council is to de-annex the properties that were previously annexed by the Hopkins Drainage District.

Mayor Sullivan opened the public hearing at 7:58 p.m.

PUBLIC TESTIMONY: **John Haworth, 9121 Candy Tuft Lane SE, Tumwater,** said he resides in The Preserve but has found that the Hopkins Drainage Ditch District wants to annex his property into the District. Without proof, the District claims surface water in his area is subject to the Hopkins drainage ditch. As he already pays taxes to the City of Tumwater for stormwater mitigation, he is perplexed as to how an entity can encroach on another jurisdiction and tax its residents. He attended the public hearings by the Hopkins Drainage District. District Commissioners believe it is their right to annex Tumwater residents into its taxing district. It appears stormwater on 93rd Avenue would require pumping uphill to flow into the drainage ditch. The Hopkins ditch also appears to be severely neglected. Recent news reports indicate the District wants to use explosives to clear the ditch. He is not comfortable with that option, as the District has not mitigated the proposed action. As a result he does not understand how the Hopkins Drainage District determined the cost of expanding the ditch, as those details were not provided. He has forwarded his concerns to Thurston County for consideration to disband the District. He supports the removal of his property from the list of properties taxed by the Hopkins Drainage District.

Matt Parnel, P.O Box 14632, Tumwater, suggested the City of Tumwater should own its responsibility of excess water entering the Hopkins drainage ditch because of development occurring within City limits. Despite the postcard he recently received stating that his property was newly annexed into the Hopkins Drainage District, he has been a 15-year District taxpaying resident. He lives near the corner of Hart Road and 93rd Avenue within Thurston County. In the last 15 years, he has never experienced flooding to the extent of flooding experienced in January 2022. This is despite past events of rainfall combined with snowmelt. In January 2022, he measured the water level in his yard at 24 inches deeper than in the previous high water mark experienced since living in his home. This represents nearly one million gallons of excess water on his property. The water came within 15 feet of his home and from flows from the north side to the south side of 93rd Avenue near The Preserve subdivision overtopping 93rd Avenue with water for the first time in nearly 40 years. He understands the tax impact the Hopkins Drainage District action will have on some City residents. The action increases his taxes to the District by a factor of 25 becoming a greater tax dollar impact personally than to any homeowner within the newly annexed area. As with other homeowners within the City limits, the action

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 8**

could not be predicted when he purchased his home. His home's assessed and market values have increased dramatically in 15 years. The Hopkins Drainage District previously served the original District on a shoestring budget of less than \$3,000 annually. The District can no longer continue to maintain the ditch with the huge amount of water entering the District from the City's side of 93rd Avenue. He believes the residents of Tumwater are benefitting from the District and have a responsibility to be a financial participant as well.

Clark Wilcox, 8901 Viola Street SE, Tumwater, commented that he and his wife as well as others living in The Preserve believe they are victims of the Hopkins Drainage District through its unfair and unlawful attempt to tax owners \$360 a year for their ditch issues. He currently pays Thurston County and the City of Tumwater taxes for storm drain services. Hopkins Drainage District Commissioners told homeowners in a meeting that they had a drainage issue that occurred on January 6, 2022 and are blaming property owners in Tumwater for the issue. Both Thurston County and the City of Tumwater refused to provide funds. The district identified a beaver dam that was blocking downstream drainage approximately one year ago and within the last two weeks the District has located a dirt/grass blockage downstream. The District's poor management of the District is not a problem that can or should be solved by taxing property owners in Tumwater. The subdivision's developer filed the engineering plan with phases 3 and 4. He lives in phase 2 with a dry well located in his backyard. His property's storm drain does not enter the Hopkins ditch as water on his property drains to the Deschutes River. District Commissioners stated that they charge current landowners \$5 per acre annually. Mr. Wilcox said his lot is 120' x 100'. He questioned why homeowners would pay \$360 a year, which is 72 times more than the District charges current customers. He works hard, pays his taxes, and does not want to fund a District to be taxed through time for storm damage services when the real problem is the District not having the wherewithal or the ability to maintain its district properly. He asked the Council to prevent unfair taxation by the Hopkins Drainage District and for dissolution of the District, as it appears to be inept in managing its resources and maintaining infrastructure.

Vicky Jex, 10615 Tilley Road SE, Olympia, said she lives within the Hopkins Drainage District area and has experienced the 100-year flood, the 1,000-year flood, and flooding last year, which was much more extensive. Water from The Preserve neighborhood flows to other properties and although not the fault of homeowners, it is the fault of hydrogeologists and others for not understanding how water flows downhill. She described the difficulty of physically removing a beaver dam with the District recommending the use of dynamite to remove the dam because of the difficulty of accessing the area with heavy equipment. Instead, the District manually removed the dam. She pays a tax to both the county and the District for surface water and never receives any return. Taxes by residents

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 9**

in The Preserve would help solve the problem. Taxes are based on the valuation of the property and not acreage. Some neighbors have indicated they are moving from the area because they believe The Preserve is responsible for flooding of their properties. Accompanying the influx of water was garbage that she had to remove from her fields to prevent her animals from eating the garbage. Everyone is paying taxes and perhaps solving the issue could be by ensuring existing taxes are paid to the proper source to address the issues. It is obvious the subdivision is responsible because after it was built, she began to experience flooding. She urged consideration of ensuring the taxes are paid appropriately to solve the problem recognizing that everyone is involved.

Jerry Jex, 10615 Tilley Road SE, Olympia, suggested the issue is not a question of who pays stormwater taxes because everyone pays for stormwater regardless of where they live. Residents in the District pay double. When the District contacted Thurston County for funds, the county indicated stormwater taxes covered other surface water in other areas of the county. The issue essentially is whether water generated from The Preserve subdivision flows to the ditch or drains to the Deschutes River. It is an issue that could be identified by the City with follow-up measures by blocking all culverts draining toward Hopkins ditch and adding sand bags along the road to prevent water from flowing onto 93rd Avenue.

Nancy Schneider, 9069 Astro Street SE, Tumwater, said she attended all meetings with respect to the issue except for public hearing by the Hopkins Drainage District on the annexation. At the first meeting, Commissioner Jackmond said that in 1901 the whole section of the ditch was uninhabitable. Later, changes occurred when properties began developing with problems encountered with flooding over the last 20 years. The District never provided maintenance records for the ditch despite several requests. Instead, Commissioner Jackmond reported on how people living in the District maintain the ditch with no tracking of the work by the District. The District has no proof of maintaining the ditch over the last 15 years. When the District annexed The Preserve and some businesses to pay for maintaining the ditch, she asked Commissioner Jackmond why taxes increased from \$75,000 to nearly \$400,000. His response was that the Commissioners experienced a reality check. His attitude was that it was not the Commission's problem but rather the subdivision's problem and property owners should be accountable despite the lack of maintenance of the ditch by the District causing frequent flooding.

Mat Jackmond, Commissioner, Hopkins Drainage District #2, clarified some comments conveyed by Councilmember Schneider were not accurate as Commissioners never indicated they would punish anyone. The entire reason the District considered RCW 85.32 action was to solve a problem that was demonstrated through photographs of Tilley Road overflowing by six inches of water in January 2022 representing the highest level since

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 10**

1979. The District is not seeking to punish anyone but to solve a problem. As some testimony has attested, water is flowing from 93rd Avenue into the Hopkins ditch. The RCW enables the District to annex properties that are benefitting from water flowing into the Hopkins ditch. The proposed ordinance under the auspice of RCW 85.38.217 stipulates that the action is only for those properties located within the boundaries of a First Class city. He asked whether the City of Tumwater is considered a First Class City specifically related to RCW 85.38. Secondly, the RCW states that the removal of an area shall not result in the impairment of any contract nor remove the liability or obligation to finance district improvements that serve the area so removed as of the effective date of the ordinance. The District forwarded Resolution No. R2022-0020 setting the estimated tax for collection for 2023 to the Thurston County Treasurer, which covers the proposed parcels. Should the City enact the ordinance, he asked whether the City would assume responsibility for the liability and obligation as stated in RCW 85.38.217. He also feels the action is illegal by subrogating the action of RCW 85.32 whereby it describes the remedy for the annexation.

Rex (no last name) said he and his family have been residents of the City of Tumwater since 2017 and live in The Preserve subdivision. After attending a public hearing by the District in mid-August, he began researching public records, meeting minutes, strategic plan documents, and Senate Bill 5742. As a first-time homeowner, he is still learning all the facets of the political process, which has been interesting to say the least with much bureaucracy, red tape, and passionate responses from his fellow neighbors. He has to assume his own responsibility as a resident to continue due diligence through ongoing research and objective data from both sides of the issue. Eventually, in some form or fashion, his tax dollars will be collected for maintenance of stormwater in the affected surrounding area. He strongly believes in being a good steward of the land and seeking some resolution that is fair to all parties. He finds it to be a privilege to be a homeowner and is appreciative of the democratic process. At this time, he neither favors nor opposes the de-annexation because of the lack of sufficient data.

Pearl Gibson Collier spoke in support of the proposed ordinance.

Brittany Wilhelme reported she is a resident of The Preserve. Her concerns surrounding the District annexation as a resident and taxpayer are the lack of any environmental survey to support the subdivision as an active antagonist for the Hopkins Drainage District. So far, The Preserve has experienced limited representation to avoid additional taxation. Her understanding is that maintenance of the ditch has been minimal with few records or information. Without the appropriate environmental survey data to understand which direction water is flowing, she does not believe Preserve residents can be held accountable. She does not mind paying taxes

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 11**

but does expect fiscal responsibility and infrastructure maintenance. There must be another solution rather than taxing residents more than once. Homes have become increasingly expensive and most cannot afford the additional taxation if the information is lacking from the environmental survey, as well as an understanding of infrastructure maintenance.

With there being no further public testimony, Mayor Sullivan closed the public hearing at 8:25 p.m.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Jefferson, to adopt Ordinance No. 2022-021 Removing all properties annexed in 2022 to the Hopkins Drainage Ditch District #2 and located within the boundaries of the City of Tumwater. A roll call vote of the Council unanimously approved the motion.

**COUNCIL
CONSIDERATIONS:**

**ORDINANCE NO.
O2022-013, 2022;
DEVELOPMENT
CODE
HOUSEKEEPING
AMENDMENTS:**

Manager Medrud reported the two proposed ordinances for consideration have been reviewed by the Planning Commission, General Government Committee, and the Council during a recent worksession. The two separate ordinances are reflective of two different processes required for the updates. The first ordinance is for Development Code Housekeeping Amendments. The second ordinance is for all other housekeeping amendments that are outside the Development Code.

Manager Medrud reviewed the 15 amendments. The General Government Committee requested additional attention for two of the amendments concerning personal and professional services and school public building and church signs. For personal and professional services, the proposed changes separate the definitions of personal and professional services. Following discussion during the worksession, the Council recommended removing a Planning Commission recommendation to limit product sales within a personal services business to no more than 25% of the gross floor area of the business. The second request adds retail sales uses to Neighborhood Commercial and Commercial Services zone districts. After further review by staff, the code reflects that retail sales are included in the code; however, within the Neighborhood Commercial zone, retail sales are limited to 3,000 square feet along with a limitation of business operating hours. Additionally, the Community Service zone district permits retail sales up to 15,000 square feet. Staff believes the Council's request is addressed within the current code and recommends no changes on how retail sales are addressed in Neighborhood Commercial and Community Service zone districts.

The second item pertains to the discussion on school public building and church signs. The Council recommended the current height limit should

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 12**

remain at six feet within residential zone districts. The Council recommended increasing the size of signs to 55 square feet.

The Planning Commission recommends approval of Ordinance No. O2022-013 as proposed and amended by the City Council.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. 02022-013; Development Code Housekeeping Amendments as presented by staff. A voice vote unanimously approved the motion.

**ORDINANCE NO.
O2022-015, OTHER
HOUSEKEEPING
AMENDMENTS:**

Manager Medrud reported the proposed amendments are separate from the Development Code. Two amendments are proposed for consideration. The first amendment pertains to revising the date the hearing examiner receives staff reports for pending public hearings. The second amendment is a change in when a traffic study is required for a project.

Following a public hearing on the amendments, the Planning Commission forwarded a recommendation for approval of the ordinance. During a Planning Commission worksession in July, the Commission recommended removal of an amendment on sidewalk obstructions, maintenance, and repair. The Planning Commission recommends the City Council consider a public engagement and voluntary support program prior to moving forward with any amendments to Title 14. The General Government Committee supported the Commission's recommendation. The City Council reviewed the ordinance and did not recommend any changes. The proposed action is approval of Ordinance No. O2022-015, Other Housekeeping Amendments.

MOTION:

Councilmember Althausser moved, seconded by Councilmember Dahlhoff, to approve Ordinance No. O2022-015, Other Housekeeping Amendments as presented. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:
*Leatta Dahlhoff***

The next meeting is scheduled on Tuesday, October 11, 2022 at 8 a.m. Agenda topics include School Resource Officer roles, responsibilities, and the 2023-2025 School Resource Officers Contract.

**GENERAL
GOVERNMENT:
*Michael Althausser***

The next meeting is scheduled on Wednesday, October 12, 2022 at 2 p.m. to consider the final docket of the 2022 Comprehensive Plan Amendments and two ordinances on tenant protections and unfair housing practices. The committee will review an ordinance suspending the Comprehensive Plan annual amendment cycle in 2023 to accommodate the 10-year update of the Comprehensive Plan.

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 13

PUBLIC WORKS:
Eileen Swarthout

The meeting on Thursday, October 6, 2022 at 8:00 a.m. includes a review and discussion on the Stormwater Management Action Planning Service Provider Agreement.

**BUDGET AND
FINANCE:**
Debbie Sullivan

There have been no meetings of the committee. The Council's review of the budget continues during Council meetings. The next meeting of the committee is scheduled on October 19, 2022.

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

City Administrator Doan reported on the successful annual Clean-up & Drop-Off Day event. He thanked all volunteers to ensure the event was successful. OB Credit Union supports the event in conjunction with the City of Tumwater. The event collected 12,260 pounds of paper for shredding and 600 pounds of donated food and \$431 for Thurston County Food Bank. The Water Resources team distributed 200 resource bags, 22 dog waste dispensers, 44 water saving kits, 21 hose nozzles, and 43 grease kits. Approximately 116 pounds of medication was collected for proper disposal. Fifteen volunteers served 75 cars participating in the event.

The City of Tumwater and Olympia Tumwater Foundation hosted the first Tumwater Falls Fest on Saturday, October 1, 2022 at the Brewery Park at Tumwater Falls. The event celebrates Tumwater Falls as a sacred and historically-significant place in the Tumwater community

On Wednesday, October 5, 2022, some prescribed burns are scheduled as part of the Habitat Conservation Plan for prairie species. The first burn is scheduled off 93rd Avenue.

Mayor Sullivan thanked Councilmember Althausen for attending the Falls Fest on her behalf.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority meeting on September 21, 2022. The joint meeting with the agency's Citizens Advisory Committee offered an opportunity to discuss issues. Participants received an update on the short- and long-range plan. The Pattison facility grand opening is tentatively scheduled for Thursday, November 10, 2022. Intercity Transit is promoting the October *Walk to School Month*. The next meeting of the Intercity Transit Authority is scheduled on October 5, 2022.

**COUNCILMEMBER
REPORTS:**

Eileen Swarthout:

Meeting participation included the Regional Fire Authority Planning Committee meeting on October 3, 2022 and an upcoming meeting of the Thurston Regional Planning Council on Friday, October 7, 2022 at 8:30 a.m.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 14**

Councilmember Swarthout attended the Tumwater Falls Festival.

Michael Althaus:

Meetings included the Regional Fire Authority Planning Committee and the Regional Housing Council (RHC) with Councilmember Cathey. RHC agreed to include more representation by those with lived experiences, provider experience, and on-the-ground experience in all decision-making processes through the creation of advisory boards to help inform decisions presented to the RHC. Advisory boards include the Homeless Services Advisory Board and Affordable Housing Advisory Board comprised of service providers, non-profit organizations, residents of the community, and people with lived experiences. Two members of the Housing Action Team (HAT) will become members of the RHC in a non-voting capacity. Appointment of the HAT members requires an amendment to the Interlocal Agreement with the jurisdictions. Members received an update on some hotel acquisitions for capacity.

Leatta Dahlhoff:

The Regional Fire Authority Planning Committee convened an additional meeting on Monday, October 3, 2022 to consider whether to recommend to Olympia and Tumwater City Councils whether to include the regional fire solution on the April 2023 ballot. Members voted on a name for the Regional Fire Authority as *Olympia Tumwater Fire Authority*. Members spent most of the meeting reviewing the concerns of Councilmembers on the fire benefit charge by examining the structure of the formula, difference in rates between commercial and residential structures, and price per square foot. The fire benefit charge consultant is scheduled to present a proposal at the next meeting on Monday, October 10, 2022. Olympia and Tumwater fire labor unions are scheduled to vote on whether to support placement of the ballot measure.

The Thurston County Opioid Response Task Force met on Monday, October 3, 2022 and discussed the opioid lawsuit funds and the structure for allocating the funds in Thurston County. She invited community members to contact her if they have more questions on the distribution of the opioid lawsuit funds.

Charlie Schneider:

Councilmember Schneider is scheduled to attend the Public Works Committee on October 6, 2022. The Climate Action Steering Committee cancelled its October meeting. The Tumwater HOPES meeting is scheduled on Wednesday, October 12, 2022. The Tumwater Youth Program (TYP) hosted a program with 350 grade school students participating on Friday, September 30, 2022.

Guest speaker at the last Tumwater Chamber of Commerce meeting was Don Trosper. The Schmidt House is undergoing renovation to accommodate ADA requirements.

Councilmember Schneider participated in the Clean-Up and Drop-Off

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
October 4, 2022 Page 15**

event.

Angela Jefferson:

At the September 21, 2022 meeting of the Thurston County Emergency Medical Services Council, members discussed the no divert policy, which is still in effect. The goal is for Thurston County patients to remain in Thurston County; however, area hospitals are reaching capacity but will continue to accept patients to the extent possible. Members discussed the new ALS (Advanced Life Support) contract to replace the expiring contract covering the period of 2023 to 2025 and increasing the number of paramedics from seven to nine per unit. The increase will decrease burnout, physical demands, disabilities, and afford an increase in paramedic training at an increased cost of \$595,000 representing a 5% increase. Members discussed the adoption of a resolution to consider surplus equipment.

Joan Cathey:

Councilmember Cathey attended the last meeting of the Regional Housing Council. She commended Councilmember Althausser for his leadership because not only does he represent Tumwater on the RHC, members appreciate his regional knowledge and understanding of the issues.

The next meeting of the Solid Waste Advisory Committee is Wednesday, October 5, 2022.

Peter Agabi:

Meeting participation included the Economic Development Council Board meeting on Wednesday, September 28, 2022. Councilmember Agabi provided information on the Board discussion to include information on an audit of the agency. The Board has scheduled a retreat on October 19, 2022. Members reviewed a report on the Center of Business Innovation. He plans to forward the report to staff for distribution to the Council. The Procurement Technical Assistance Center is a joint venture with Thurston County anticipated to generate an impact of over \$50 million in Thurston County. The project is part of a statewide project. The EDC is conducting a search for a consultant to assist with the project. The Board received a presentation from representatives of Multicare Medical Center. The Center is planning to open some emergency departments.

On Thursday, September 29, 2022, Councilmember Agabi participated in a ribbon cutting ceremony for the new Joint Chiropractic Center located near Fred Meyer.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 9:03 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 18, 2022
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 171469 to 171551 in the amount of \$565,322.10 dated September 30, 2022 and electronic payments 902060 to 902085 in the amount of \$775,582.72 and wire payments of \$217,466.27; and the payment of vouchers 171552 to 171610 in the amount of \$189,482.20 dated October 7, 2022 and electronic payments 902086 to 902103 in the amount of \$72,504.78.

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

Vendor	\$	Description
AWC Employee Benefit Trust	131,727.66	October 2022 Premiums
Black Hills Excavating, Inc.	128,328.39	PE#1 Tumwater Hill Park Trail-Crosby Connector
Olympic Flight Museum	36,000.00	LTAC Program Funding
The Athena Group, LLC	21,918.76	RFA Facilitation & Project Management-Professional Services
LEOFF Health & Welfare Trust	52,407.46	October Premiums for Police Guild
LOTT Wastewater Alliance	619,716.30	August 2022 LOTT Fees Collected
KBH Construction	41,387.23	PE#1 Barclift Park & Tumwater Hill Park Restroom Improvements
Thurston County	25,572.01	SHB 1406 Taxes per ILA – Affordable Housing & Support taxes collected

* 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.

Voucher/Check Nos 171469 through 171551 in the amount of \$565,322.10
Electronic payment No 902060 through 902085 in the amount of \$775,582.72
Wire payments of \$217,466.27



Asst. Finance Director, on behalf of the Finance Director

Checks dated 09/30/2022

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.

Voucher/Check Nos 171552 through 171610 in the amount of \$189,482.20
Electronic payment No 902086 through 902103 in the amount of \$72,504.78

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

Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/07/2022

TO: City Council
 FROM: Hanna Miles, Executive Assistant/Deputy City Clerk
 DATE: October 18, 2022
 SUBJECT: Reappointment of Marnie Slakey and Renee Radcliff Sinclair to the Historic Preservation Commission and Kelly Von Holtz and Brian Schumacher to the Planning Commission

1) Recommended Action:

Make a motion to confirm Mayor Sullivan's reappointment of Marnie Slakey and Renee Radcliff Sinclair to the Historic Preservation Commission and Kelly Von Holtz and Brian Schumacher to the Planning Commission.

2) Background:

Upon Council confirmation, the 3-year term for Marnie Slakey and Renee Radcliff Sinclair on the Historic Preservation Commission will expire October 31, 2025. Both Kelly and Brian were recently appointed to partial terms due to resignations from other volunteers. This reappointment will be for a full term. The 4-year term for Kelly Von Holtz and Brian Schumacher on the Planning Commission will expire November 1, 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 engage residents, and living connection to its history.

We Believe in PEOPLE:

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

4) Alternatives:

- ☐ Do not confirm the reappointments
 - ☐ Confirm some of the reappointments
 - ☐ Some other course of action
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Application and supplemental information of volunteers.

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:

Marnie Slakey

Address:

Telephone:

Date:

BOARD, COMMITTEE OR COMMISSIONPREFERENCE
NUMBER:Barnes Lake Management District Steering Committee

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

Board of Parks Commissioners:

Seven 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

2

Crime Stoppers:

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

Historic Preservation Commission:

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

/

Human Services Review Council:

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

Library Advisory Board:

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

Planning Commission:

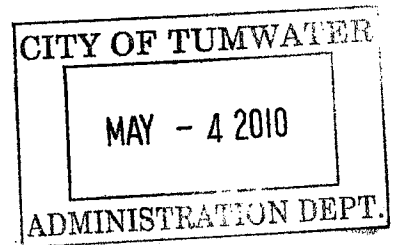
Nine members; Mayoral appointment with Council confirmation; six-year terms; active

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



May 1, 2010

Mayor Pete Kmet
Tumwater City Hall
555 Isreal Road
Tumwater, WA 98501-6558

Dear Mr. Mayor:

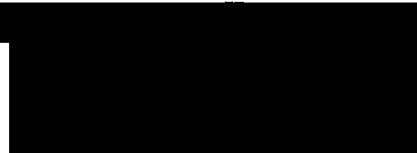
Thanks for the reminder that you recently sent me about the Historic Preservation Committee. This is an expression of my interest in that Committee and my attached application.

We are traveling to Europe over the next three weeks but I should be returning home by the end of May. My resume has all the pertinent info regarding phone numbers and address. Thanks for considering me for this appointment. I love living in the city of Tumwater and would be very proud to contribute in some way to the preservation of its unique history and resources.

Again, I very much appreciate your review and consideration of this application.

Sincerely,


Marnie Slakey



Marnie M. Slakey



Background and Experience

12/01/07—Present

Slakey Consulting, consultant services with focus on third party investigations related to workplace issues; Including range of organizational development Services including training, performance management Assessment, conflict resolution and communications Training.

08/92—01/2007

Vice-President, Human Resources and Labor Relations Pierce Transit, Tacoma, WA. Executive staff member responsible for programs and policies needed to manage agency's 1000 + employees through functions of employment, employee benefits and compensation, staff development/training, risk management and workers compensation, and labor relations.

Conducted agency's internal investigations and response to legal, employment and personnel issues, EEOC and PERC complaints, liability lawsuits. Served as Chief Negotiator for renewal of labor contract with ATU Local 758. Investigated grievances and coordinated arbitrations. Developed and presented human resources programs, policies and budget to CEO and Board of Commissioners.

09/75—07/92

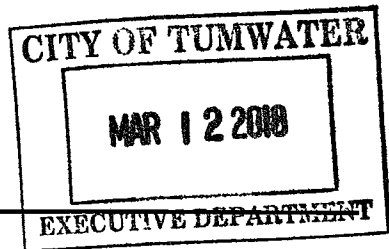
Assistant General Manager for Administration, Metropolitan Atlanta Rapid Transit Authority (MARTA), Atlanta, GA. Executive Staff member responsible for Divisions of Personnel, Labor Relations, Contracts and Procurement, Administrative Services, Management Information Systems, 3500 employee workforce.

Education:

Masters of Public Administration, 1974, University of Georgia
AB Political Science, 1968, University of Georgia
Nine-month post graduate certification in Organizational Behavior
1976, Georgia State University
40-Hour Mediation Certification Training, 2010, Dispute Resolution Center, Olympia, WA

Volunteer:

Planning Commission, City of Tumwater, 2000-2005
Board Member, the Farm Homeowners Association, 4 years
Current Conciliator for the Dispute Resolution Center, Olympia



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.

Name: Renee Radcliff Sinclair

Address: [REDACTED]

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

[REDACTED] (Work)

Date: 03/08/2018 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

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

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

2

Planning Commission:

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

1

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

3



Renee Radcliff Sinclair

Renee Radcliff Sinclair is president and CEO of TVW, Washington's national award-winning public affairs media network. TVW provides unfiltered, unedited gavel-to-gavel cable television and web-streaming coverage of the Washington State Legislature, Supreme Court, executive branch, state boards and commissions, elections, and public policy events of statewide significance as well as a variety of award-winning produced programs and documentaries.

Prior to joining TVW, Renee spent 14 years as a journalist, followed by four successful elections to the Washington State House of Representatives. While serving in the Legislature she garnered a number of prestigious awards and honors, including being named to the American Council of Young Political Leaders and as a fellow to the George Washington University Elliott School of International Affairs.

Since retiring from public office, Renee has served in policy leadership roles with the American Electronics Association, the US Chamber of Commerce, and Apple. She is a regularly featured speaker at national and international events and has published numerous policy opinions in local, regional and national publications.

Renee has served as a volunteer with a number of local government, humanitarian and workforce efforts over the years and continues to serve her community through a variety of policy-related, community-based activities.

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.

Name: Kelly Von Holtz

Address: [REDACTED]
Tumwater, WA [REDACTED]

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

Date: May 11, 2022 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

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

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

1

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

June 15, 2022

Mayor Debbie Sullivan
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501



Madam Mayor,

I have heard that there may be an open position on Tumwater's Planning Commission and am writing to you asking that I be considered for it.

For the past almost decade, I have served Tumwater on the Parks and Recreation Board. This work has allowed me to broaden my knowledge of the work the City of Tumwater does to keep park space alive in our community and, in general, how City Government works. I think that becoming part of the Planning Board would further that experience and knowledge and allow me to use my skills as a professional communicator and 30 years of experience as a public servant to benefit the citizens of Tumwater.

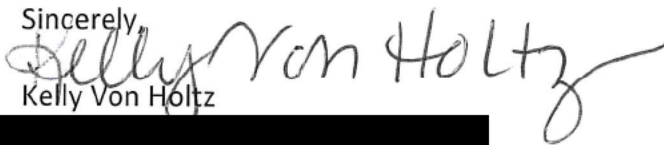
I've discussed wanting to serve on the planning commission with my employer, Farra Layne Hayes, and she fully supports this and has pledged to give me any time needed to help both me and the city be successful. [REDACTED]

I chose to move to Tumwater with my three young children in 2008 because I felt like it was a beautiful and wonderful place to live and want to continue to be part of the solutions the city and citizens develop in making our community where people and businesses choose to be.

I'm available at your convenience to discuss further. If the position has already been filled, I'd be interested in any future opportunities to serve on this board.

Sincerely,

Kelly Von Holtz

A handwritten signature in black ink that reads "Kelly Von Holtz". The signature is fluid and cursive, with a long horizontal stroke at the end.

Kelly Von Holtz (formerly Stowe)

Emergency Management/Crisis Communications Expert

- Emergency Management
- Crisis Communications
- Social Media Manager
- Represent agency on issues of statewide significance
- Spokeswoman
- Able to communicate clearly verbally and in writing
- Editor
- Successful Project Management
- Research Coordinator
- Internal Communications
- Media Relations Trainer
- Public Presentations
- Master of deadlines
- Demonstrated ability to strive under pressure
- Strategic Development & Implementation
- Web and Print Content Development
- Budget Management
- Training Development
-
- Expert in Microsoft Office Suite Products
- Strategic thinker
- Branding
- Customer Service Expert
- Media Relations
- Training

Experience

2021- present The Evergreen State College

Public Relations and Marketing Manager

Oversee the marketing department at The Evergreen State College. Responsible for the marketing and external communications for the college.

- Spokesperson
- Oversee budget of \$100,000 per year to market The Evergreen State College
- Create and execute comprehensive marketing and public relations plans for Evergreen.
- Manage all marketing materials, website updates and social media presence.
- Proactively generate ways to advance the college's brand in publications, digital media. Speaking opportunities, etc.

2015-2021 Washington State Department of Social and Health Services, Olympia, WA

Media Relations Manager

Work under the Senior Director of Communications in the Office of Communications within the Department of Social and Health Services. Responsible for external strategic communications for the Behavioral Health and Economic Services administrations.

Liaison between DSHS and Governor Inslee's Communication and Policy Team.

- Agency spokesperson
- Social Media Manager
- Advisor to Secretary of DSHS and Execs
- Program Manager for educational campaigns
- Train staff on media relations, plain talk, risk communications and social media
- Manage complex communication issues involving multiple divisions and program
- Develop strategic communication plans and key messages on

- Write and edit news releases, talking points, presentations, legislative reports and Web content for the Department of Social and Health Services
-

2013-2015 Washington State Department of Health, Tumwater, WA

Communications Consultant IV, Office of the Secretary – Senior-level PIO for the Media Relations Office within the Department of Health's Office of the Secretary. Social Media Manager. Responsible for informing the public via media (radio, television print and social media and blogs) of important health messages and responding to public health emergencies.

2006 to 2013, Washington State Department of Transportation, Tumwater, WA

Communications Consultant III, Olympic Region – Social Media Lead. Represent WSDOT and its 7,500 employees in print, radio, television, online publications and through social media. Spokesperson for a seven-county region, responsible for issues that have statewide consequences.

2001 to 2006, Washington State Department of Transportation, Tumwater, WA

Executive Assistant – Public Private Partnerships/ State Maintenance Engineer/Environmental Services

1999 – 2001, Washington State Department of Health

Assistant to the Executive Director of Health Services Quality Assurances

1997-1999, Department of Revenue-Appeals Division

Legal Secretary

1991-1997, Department of Social and Health Services – Division of Child Support Enforcement

Unit Clerk

Special Skills/ Attributes

- Social Media guru. Proficient with Facebook, Twitter, LinkedIn, Flickr, YouTube and Instagram and able to use these tools to successfully market state campaigns and messaging.
 - Almost 30 years' experience dealing directly with the public, city, county, state and federal officials in a professional atmosphere.
 - In-depth, working knowledge of communication strategies and implementation.
 - Skilled public speaker/event planner.
 - Demonstrated understanding communications and ability to simplify complex issues and information.
 - Self-starter who works and plans well as part of a team and independently.
 - Exceptional multi-tasking and ability to work under deadline pressure.
 - Excellent time management.
 - Thrive under pressure and maintains positive attitude even under the most stressful conditions.
-

Education:

2018-2020 Ashford University

Master's in Public Administration

2014- 2017 Ashford University

Risk Communications/ Emergency Management Bachelors of Arts

Certification:

Certified Diversity Professional

Civic Positions/Committees

City of Tumwater:

Currently serve as a commissioner for the City of Tumwater's Parks and Recreation Board. (Mayor Appointed).

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.

Name:	Brian Schumacher		<div style="border: 2px solid blue; padding: 5px; text-align: center;"> CITY OF TUMWATER <div style="border: 1px solid red; padding: 2px; margin: 5px 0;">MAR 25 2022</div> EXECUTIVE DEPARTMENT </div>
Address:	[REDACTED]		
Telephone:	[REDACTED] (Home)	[REDACTED] (Cell)	
	[REDACTED] (Work)		
Date:	3/21/22	Email:	[REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE
NUMBER:

Barnes Lake Management District Steering Committee

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

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

1

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

3/21/22

Brian Schumacher

Office of the Mayor
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

To the Honorable Debbie Sullivan,

I'd like to be considered for one of the open positions on the Tumwater Planning Commission.

My family and I have lived in Tumwater for a little over three years and we've grown to really enjoy the community. Tumwater is a great place to raise a family and I'd like to help ensure that continues into the future.

I help manage pharmacies for a living, and have a wide range of both personal and professional experiences, but I really enjoy discussing development and land-use issues. It feels like, at least in Western Washington, we've reached a point where further development needs to be carefully considered, well planned, and strategically executed. To the extent that government can help in that process, I'd like to be involved.

I'm happy to discuss this application, my background, or any other pertinent issue at your convenience. Thank you very much for your consideration.

Regards,



Brian Schumacher

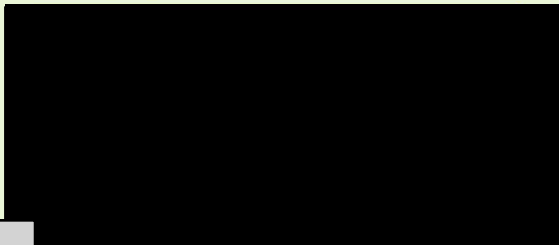


BRIAN SCHUMACHER

PROFILE

A natural and proven leader who has started (and sold) two businesses and is currently helping run the largest Long Term Care pharmacy in the State of Washington. Along with my wife and 3 kids, we live in Tumwater. When not working, we enjoy anything associated with being on or near water or snow!

CONTACT



SKILLS

Solving problems, developing processes, and squeezing efficiency out of operations using data analytics and excellent people managements skills.

Demonstrated skills in the hiring, development, and management of people. Substantial experience in building teams and creating a culture of problem-solving among diverse groups of people with a variety of skills and backgrounds.

Proven ability to analyze strategic opportunities while also being able to lead operational change. More than 20 years of IT experience in sales and support help form a foundation of knowledge that lends itself to the development of operational efficiencies.

WORK EXPERIENCE

DIRECTOR OF OPERATIONS
LINCOLN PHARMACY LLC, TACOMA, WA
AUGUST 2018 – CURRENT

Strong background in both IT and healthcare thoroughly prepared me for my current role overseeing Operations, IT, and Facilities for Lincoln Pharmacy. Our enterprise has nearly 100 employees working in 5 locations helping serve clients across Western Washington. I possess a Washington State Department of Health Pharmacy Assistant license. (More information available about my role in this business, and more business details, are available upon request.)

PRESIDENT/VP OF SALES
IRON HEIGHTS MSP, MONTESANO, WA
APRIL 2013 – DECEMBER 2017

Co-founder and co-owner of this business that we grew to over \$4M in annual revenue and eventually sold. We specialized in delivering IT services to small and medium-sized businesses in the healthcare vertical. Our largest client, Sinfonia Healthcare, required us to serve more than 750 employees spread across 4 states and more than a dozen locations.

PRESIDENT & CEO
NETWORK SERVICES NORTHWEST, OLYMPIA, WA
FEBRUARY 2002 – JANUARY 2013

I founded this company in a spare bedroom while living in Seattle. We eventually moved it to Olympia where we ended up with 17 employees. We were primarily engaged in the selling of high-end network security equipment online. We were able to

transition to a services-first business model and eventually sold the majority of the business to a competitor.

TEAM LEADER**SAFEHARBOR TECHNOLOGIES, SATSOP, WA****JANUARY 1998 – DECEMBER 2001**

Started here as a part-time contractor and within 90 days was promoted to a full-time Technician, then a Senior Technician, and finally a Team Leader. I was in charge of a team of 18 highly-skilled support engineers who oversaw technical support and services for WatchGuard Technologies. I left to pursue ownership of my own company.

LIEUTENANT (VOLUNTEER)**MONTESANO FIRE DEPARTMENT, MONTESANO, WA****OCTOBER 2008 – OCTOBER 2018 (overlapping my career)**

10 years, and over 4,000 calls responded to, as a volunteer EMT/firefighter and department Safety Lieutenant. I was also a certified EMT Instructor through the Washington State Department of Health. Devoted an average of 1600 hours per year to the fire department for ten years straight.

POSITION #5, CITY COUNCIL**CIVIL SERVICE COMMISSION, MONTESANO, WA****OCTOBER 2006 – MARCH 2010 (overlapping my career)**

I was appointed to the Civil Service Commission in Montesano in October of 2006. About 18 months later I was appointed to City Council to fill a vacancy and then won re-election at the next regular election cycle. After joining the Fire Department and serving for a little over a year in that role, I quit City Council to focus on the EMS division at the Fire Department.

EDUCATION

HIGH SCHOOL DIPLOMA**WEATHERWAX SENIOR HIGH SCHOOL, ABERDEEN, WA****1991**

TO: City Council
 FROM: Hanna Miles, Executive Assistant/Deputy City Clerk
 DATE: October 18, 2022
 SUBJECT: Lodging Tax Advisory Committee 2023 Funding Recommendations

1) Recommended Action:

Approve a motion to include the Lodging Tax Advisory Committee's (LTAC) 2023 funding recommendations into the City's budget.

2) Background:

Pursuant to RCW 67.28.180, Tumwater collects a 4% lodging tax on hotel/motel stays within the City. Each year, the Lodging Tax Advisory Committee recommends to Council the use of 2% of Lodging Tax funds for programs to generate tourism in Tumwater. The other 2% is allocated to fund historic/cultural preservation activities as presented to the Committee. RCW 67.28.1816 allows the municipality to accept the LTAC funding recommendations or some of the recommendations. The municipality cannot fund an applicant not recommended by LTAC. See the process outlined in Attachment D to change the LTAC recommendations.

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 residents, and living connection to its history.

4) Alternatives:

☐ Return the recommendation to LTAC for further consideration.

5) Fiscal Notes:

For 2023, LTAC recommends funding a total of \$193,550.00 to generate tourism in Tumwater. LTAC received 16 applications with a total funding request of \$278,800.00. Due to canceled events caused by COVID-19 travel/event restrictions in 2020/2021, the Committee had \$29,400 left in additional one-time funds. The Committee used \$20,600 of those funds for 2022. This funding recommendation uses the remaining one-time funds.

For the historic/cultural preservation activities and programs, the Lodging Tax Advisory Committee approved a motion to use \$160,000 in Lodging Tax funds. To the extent funding falls behind, the City's General Fund would cover additional costs, specifically the costs for the Historic Programs. See Attachment C.

6) Attachments:

- A. Applicant Summaries* and 2023 LTAC Funding Recommendations
- B. Lodging Tax Funding History with 2023 LTAC Funding Recommendations
- C. Lodging Tax Historic and Cultural Funding for 2023 Memo from Chuck Denney
- D. MRSC article: Informal AG Opinion Clarifies Lodging Tax Awards

*Applications are available at: <https://mccmeetings.blob.core.usgovcloudapi.net/tumwater-pubu/MEET-Packet-114ed2eacab245c3b84258d5f5a5ab8d.pdf>

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

Applicant	Summary	2022 Funded	2023 Requested Amount	2023 LTAC Recommends
Tumwater Marching Band Festival Kari Hertter, Treasurer PO Box 14755 Tumwater, WA 98511	Funds will be used for similar costs/programs as previous years: to promote and advertise the Tumwater Marching Band Festival. The festival and competition is open to all high school bands in the Pacific Northwest Region and is one of the largest in the State, bringing in 1,500 plus participants and spectators. Due to COVID, 2020-2022 events were canceled. To recover from lost momentum, TMBF will revamp current promotional programs and continue to build on their website to promote the 2023 event and the Tumwater area. Costs include advertising, marketing, banners, adjudicator fees, awards and other event fees.	\$5,000 (canceled)	\$5,000	\$4,800
Washington Center for the Performing Arts Jill Barnes, Executive Director 512 Washington Street SE Olympia, WA 98501	Funds will be used for similar costs/programs as previous years: to support marketing and outreach activities, mail print advertising, and send over one million email per year, including weekly e-newsletters and targeted event e-blasts, advertise performances in print and electronic media, and increasingly advertise using social media. Maintain a website with over 1,000 clicks/day that has the ability to sell tickets 24/7. Send press release materials throughout Western Washington. Dozens of local organizations rent The Center and promote their events throughout our region. These materials focus on activities at the Washington Center for the Performing Arts, Kenneth J. Minnaert Center for the Arts, and Harlequin Productions - a contract to operate the box office and front house services.	\$11,000	\$15,000	\$11,300 (The City has a separate contract for capital improvements (not from LTAC funds) for \$25,000 a year from 2021-2024)
Olympic Flight Museum Teri Thorning, Olympic Air Show Coordinator 7637-A Old Highway 99 SE Tumwater, WA 98501	Funds will be used for similar costs/programs as previous years: to promote and implement the 2023 Olympic Air Show and for the procurement of aerobatic demonstrations. Tumwater funds are applied separately for the purpose of performer fees and incentives to include lodging, rental vehicles, marketing, promotion, and operational costs. The event serves as the Olympic Flight Museum's primary fundraising activity, and raises revenue which helps fund year-round operations of the museum to help explore, preserve, educate and promote the history of aviation. Because of this event, the museum provides a year-round attraction and place to visit when tourists are looking for activities in every season.	\$36,000	\$42,300	\$36,250

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

<p>Washington State Senior Games Dianne Foster, Board of Directors President PO Box 14547 Tumwater, WA 98511</p>	<p>Funds will be used for similar costs/programs as previous years: to support the 2023 Washington State Senior Games in July and August. Costs include marketing, venue rental (approximately \$3,800 to rent the stadium and fields from the Tumwater School District), insurance, event officials, t-shirts, and medals. The Games consistently attract the largest gathering of senior athletes in the State, with activities held in venues throughout Tumwater, Olympia, and Lacey. Competitors travel from throughout the northwest to the South Sound to compete in 24 different sports in an atmosphere promoting health, physical fitness, competition, and companionship. This year, despite inflation and travel complications, approximately 1,800 seniors participated.</p>	<p>\$13,800</p>	<p>\$15,000</p>	<p>\$13,000</p>
<p>Capital Lakefair Karen Adams-Griggs, Vice President PO Box 2569 Olympia, WA 98507</p>	<p>Funds will be used for similar costs/programs as previous years: to support marketing efforts, travel of the Lakefair float to communities around Washington, Oregon, and British Columbia, insurance and facilities costs. The Lakefair float is transported to 14 different parades and incorporates signage and elements to promote Tumwater, Olympia and Lacey, as well as verbiage in parade scripts supplied to announcers along the route and TV announcers for larger events such as Seattle Seafair and the Spokane Lilac Festival. Capital Lakefair promotes and hosts a family-friendly 5-day community festival that celebrates Thurston County.</p>	<p>\$3,600</p>	<p>\$6,000</p>	<p>\$3,400</p>
<p>Tumwater Valley Golf Club Dave Nickerson, Operations Manager 4611 Tumwater Valley Drive SE Tumwater, WA 98501</p>	<p>Funds will be used for similar costs/programs as previous years: to compete to host the WIAA State High School Golf Championships and build upon the "Wow Factor" TVGC has created to set ourselves apart in order to compete with Eastern Washington's desired weather. This year's participants were welcomed by street banners lining Capitol Boulevard and Tumwater Valley Drive. TVGC created a tunnel of signs to the first tee that highlighted each school represented. This turned out to be a popular photo opportunity. Typically only seen at exclusive events, TVGC created a hospitality tent for volunteers, coaches and officials. If successful with securing these funds, TVGC will purchase a set of portable bleachers for spectators, custom logoed TVGC/WIAA State Golf 10x15 tent dedicated as the official hospitality tent, and custom logoed pin flags. This event brings thousands of people to Tumwater.</p>	<p>\$0</p>	<p>\$6,500</p>	<p>\$5,250</p>

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

<p>Team Tomorrow LLC Christen Greene, Founder, Head of Talent 3701 Pacific Avenue SE Olympia, WA 98501</p>	<p>Funds will be used for similar costs/programs as previous year: to help cover the cost of the following goods and services necessary to hold a successful event of this size and scope, including the budget needed to book great local, regional, and national talent. Staffing: security, hospitality, box office, production, merchandise; Production: PA sound system, lighting, sound engineer, stage manager; Festival Infrastructure: Stage, safety barriers, waste management, toilets; Marketing: Targeted social media ads, print flyers, radio spots, billboards. The South Sound Block Party is designed to bring people from throughout the region and beyond together for an affordable, fun weekend of live music and great food. It celebrates the South Sound's rich musical history and legacy, while also featuring a diversity of national acts.</p>	<p>\$2,400</p>	<p>\$10,000</p>	<p>\$4,900</p>
<p>Tumwater Artesian Brewfest Parks and Recreation - City of Tumwater Director Chuck Denney 555 Israel Road SW Tumwater, WA 98501</p>	<p>Funds will be used for similar costs/programs as previous years: to support promotions and marketing of the Tumwater Artesian Brewfest and the legacy of brewing in Tumwater. Marketing to target audiences to more likely generate hotel stays (over the age of 21, craft beverage/beer/brewing interests, residing beyond the South Sound region - Seattle to Portland metro regions). Marketing to include targeted social media ads, brewing publications, newspaper advertisements in Seattle, JBLM, Portland, and South Sound, regional radio, television, and online ads. Posters and coasters advertising the event are delivered to local breweries and restaurants, as well as to each brewery participating in the event around Washington and Oregon.</p>	<p>\$13,500</p>	<p>\$18,000</p>	<p>\$14,000</p>
<p>Gateway Rotary Club of Thurston County Amanda Vey, Club President PMB 404 1401 Marvin Road NE, Suite #307 Lacey, WA 98516</p>	<p>Funds will be used for similar costs/programs as previous years: marketing and promotional activities directed at out-of-county attendees, via radio, digital, and social media. Brats, Brews, and Bands Festival is a large, fun, 21-and-over event that brings together 10-12 bands offering a variety of music genres; local beer, wine, and cider; a variety of food options; and a place for diverse people to gather and enjoy the community. It is the primary annual fundraiser for the Gateway Rotary Club of Thurston County. Proceeds raised go toward youth and literacy programs in Thurston County.</p>	<p>\$2,000 (canceled)</p>	<p>\$5,000</p>	<p>\$2,000</p>

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

<p>Tumwater Historical Association Sandra Gray, Secretary PO Box 4315 Tumwater, WA 98501</p>	<p>Funds will be used for similar costs/programs as previous years: printing and mailing costs of informational brochures, newsletters, posters, flyers, advertising, filming of activities, social media, website, equipment, supplies and other costs to market and advertise the following events: hands on pioneer activities for children and families, reenacting and heritage events, and Pioneer University historical classes. At least one of these events will include participation from many historical groups, some as far away as Portland, Oregon, Vancouver, Puyallup and Port Angeles, as well as Thurston County groups.</p>	<p>\$3,800</p>	<p>\$5,000</p>	<p>\$3,800</p>
<p>Visitors & Convention Bureau of Thurston County DBA: Experience Olympia & Beyond Annette Pitts, CEO PO Box 1394 Olympia, WA 98507</p>	<p>Funds will be used for similar costs/programs as previous years: to support the organization's regional destination marketing and development initiatives and to serve as the region's Sports Commission, attracting athletes and spectators to the region. Actions include further investment in the latest industry-leading research tools to measure, track and evaluate all marketing investments; continue to strategically base content development decisions, ensuring inclusion on our website, social media posts and email newsletters to opt-in subscribers from around the world; employ a comprehensive public relations campaign that will include story pitches to major media outlets, social media influencer partnerships, FAM tours and crisis communications if needed; conduct advertising campaigns through print, digital platforms including programmatic display and social media; build out and share content including photos and videos with the City of Tumwater. Provide market intelligence to the City about visitor trends throughout year, which can include: where visitors are traveling from, what the ratio of locals to visitors are within Tumwater throughout the year, visitation trends - time of year, popular Tumwater market segments and most importantly, economic impact. Committed to DEI, EOB will continue to cultivate a program inclusive to our residents, business stakeholders and guests. All of our efforts are specifically targeted toward putting heads in beds and driving visitor spending.</p>	<p>\$38,400</p>	<p>\$61,000</p>	<p>\$36,300</p>

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

<p>Tumwater Soccer Club Kick in the Grass Soccer Tournament Wayne Graham, Vice President PO Box 14304 Tumwater, WA 98511</p>	<p>Funds will be used for similar costs/programs as previous years: to offset costs associated with coordinating and running the 44th Annual Kick in the Grass soccer tournament. Costs include field rentals, equipment expenditures, referee fees, tournament costs and awards. The 2022 Tournament consisted of 56 teams with 31 teams traveling more than 30 miles. Teams from Lake Stevens, Bremerton, Port Orchard, Kelso, Edgewood, Seabeck, Longview, and Port Angeles competed. This event is expected to bring over 6,000 people to Tumwater. The Club informs local businesses of the event so they will be prepared for extra customers and knows many participants/guests stay in Tumwater hotels and eat at Tumwater restaurants. The tournament focuses on recreational level teams and is the Club's primary fundraiser which allows the Club to offer affordable soccer opportunities to youth in the Tumwater School District.</p>	<p>\$11,100</p>	<p>\$15,000</p>	<p>\$11,900</p>
<p>Tumwater Downtown Association John Morton, President 1950 Black Lake Boulevard SW Tumwater, WA 98512</p>	<p>Funds will be used for similar costs/programs as previous years: marketing and promotion of the 23rd Annual 4th of July Artesian Festival at the Tumwater Valley Golf Course, along with direct costs that include the fireworks show, children's activities and games, and additional festival entertainment. TDA will continue to expand on the history and tradition of the Artesian Festival and will continue to promote all aspects of the 4th of July celebration. The event will expand to include live music and entertainment at the festival. Marketing efforts utilize direct mailings, flyers, magazines, website promotion, social media platforms, radio advertising, and extensive marketing in the greater Western Washington area. Prior years have had as many as 14,000 people attend this family-oriented community celebration of Independence Day and the City of Tumwater.</p>	<p>\$20,000</p>	<p>\$30,000</p>	<p>\$19,200</p>
<p>Tumwater Area Chamber of Commerce Gabe Toma, President 855 Trosper Road SW, #108-229 Tumwater, WA 98512</p>	<p>Funds will be used for similar costs/programs as previous years: provide Visitor Information Services operated by a team of Tumwater School District educators and their students. The Tumwater Visitor Center serves as a promotional tool for the community to display and highlight lodging, restaurants, and recreational opportunities so that travelers can easily see their options and are encouraged to eat, play and stay in Tumwater. The Tumwater Visitor Center is designed to provide a brick-and-mortar visitor experience for area tourists. Now that the Visitor Center on the Capitol Campus is closed, this is a unique opportunity to reach tourists who typically would have visited that location and draw them directly to Tumwater.</p>	<p>\$0</p>	<p>\$15,000</p>	<p>\$7,000</p>

2023 LTAC Tourism Marketing and Special Event Applicant Summaries

<p>Olympia Tumwater Foundation John Freedman, Executive Director PO Box 4098 Tumwater, WA 98501</p>	<p><i>**Existing applicant but funds will be used for a new project**</i>: a promotional video by noted creative director and videographer Austin DeWees showcasing the Tumwater Historic District, the proximity of the historic sites (Brewmaster's House, Schmidt House and Crosby House) and how the trail connects the district. Utilizing the latest in aerial technology, the video will include a well-timed "first person view" and aerial fly-over from the lower Tumwater Historical Park up the Deschutes River (over the lower falls lookout and bridge), through both sides of the trail system, over the upper bridge, and around the salmon ladders and hatchery. It will include historic photos and aerial footage from today to give context to historic locations. This proposal will focus on the entire Tumwater Historic District, but with a focus on the district's largest attraction, Brewery Park at Tumwater Falls, a facility that typically attracts over 250,000 visitors each year. The video will be shot during winter/spring and the peak of the fall salmon run, showcasing the significant and historical natural resources of the river, as well as the hatchery facility. This video will serve as a narrated welcome to Tumwater, is destined to become a reason why tourists and visitors will stop and stay in the City, and will encourage prolonged stays to learn more about the community and its amenities.</p>	\$0	\$10,000	\$6,200
<p>Tumwater Craft Marketing City of Tumwater Ann Cook, Communications Manager 555 Israel Road SW Tumwater, WA 98501</p>	<p>Funds will be used for similar costs/programs as previous years: to promote Tumwater as a destination for craft beer, cider, and spirits using a digital marketing campaign, print collateral, and paid advertising. Refine and align craft beverage experience with food tourism branding and marketing strategies to connect with digitally savvy travelers. Develop more segmented and sophisticated digital content that speaks directly to a wider range of craft niches and consumer tastes. Contract for services to develop video storytelling segments that garner high levels of engagement success online. All lodging tax funds will be spent on goods and services with no overhead.</p>	\$15,000	\$20,000	\$14,250
<p>*one event funded at \$5,000 in 2022 did not reapply.</p>		\$180,600*	\$278,800	\$193,550

CITY OF TUMWATER

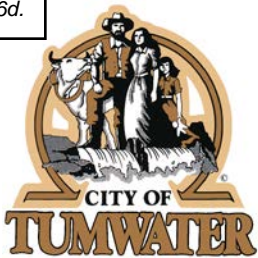
B

Lodging Tax Funding History

Funded Organization	2020 Request	2020 Funded	2021 Request	2021 Funded	2022 Request	2022 LTAC Funded	2023 Request	2023 LTAC Recommends
Tumwater Marching Band Festival	5,000	4,641	5,000	4,400	5,000	5,000	5,000	4,800
Washington Center for the Performing Arts	15,000	9,179	15,000	8,500	15,000	11,000	15,000	11,300
Olympic Flight Museum	39,000	37,138	39,000	35,750	39,000	36,000	42,300	36,250
Washington State Senior Games	25,000	17,994	-	-	15,000	13,800	15,000	13,000
Capital Lakefair	6,000	3,070	4,000	2,900	6,000	3,600	6,000	3,400
Tumwater Valley Golf Club - City of Tumwater	4,200	4,200	-	-	-	-	6,500	5,250
Team Tomorrow LLC	-	-	-	-	25,000	2,400	10,000	4,900
Tumwater Artesian Brewfest - City of Tumwater	12,000	9,209	12,000	9,375	18,000	13,500	18,000	14,000
Gateway Rotary Club of Thurston County	-	-	-	-	5,000	2,000	5,000	2,000
Tumwater Historical Association	5,000	4,444	5,000	4,100	5,000	3,800	5,000	3,800
VCB (Experience Olympia & Beyond)	60,000	36,086	50,000	34,000	75,089	38,400	61,000	36,300
Tumwater Soccer Club	12,000	9,618	14,000	9,300	14,000	11,100	15,000	11,900
Tumwater Downtown Association	30,000	18,462	30,000	17,000	30,000	20,000	30,000	19,200
Tumwater Area Chamber of Commerce	12,500	4,945	12,000	4,500	-	-	15,000	7,000
Olympia Tumwater Foundation	4,500	4,444	8,423	3,625	-	-	10,000	6,200
Tumwater Craft Marketing Plan - City of Tumwater	20,000	13,643	18,995	13,000	20,000	15,000	20,000	14,250
Craft District Opening Celebration - City of Tumwater	-	-	4,000	3,625	6,000	5,000	-	-
Greater Olympia Dixieland Jazz Society	10,000	6,016	-	-	-	-	-	-
WSU Food Systems	10,000	8,478	-	-	-	-	-	-
Lodging Tax Requests:	274,400		217,418		278,088.67		278,800	
Lodging Tax Funded:		195,767		150,075		180,600		193,550
2023 Recommended Funding Level:							190,000	
Beginning Fund Balance:		267,334		350,262		400,717		506,317
Beginning Fund Balance of One-time Funds:		14,980		0		50,000		29,400
Tax Proceeds:		125,314		155,880		150,000	<i>estimated</i>	165,000
Total LTAC Funds for the Year:		407,628		506,142		600,717		700,717
Total Program Expenses:****		(57,366)		(55,425)		(65,000)	<i>estimated</i>	193,550
Less One-time Funds Remainder:		0		50,000		29,400		29,400
Less Desired Minimum Fund Balance:		75,000		75,000		75,000		75,000
Ending Balance:		275,262		325,717		431,317		402,767

**** Includes repeating events; new events; craft marketing

Canceled events - may have received partial funds in 2020



City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

MEMORANDUM

TO: Lodging Tax Advisory Committee

FROM: Chuck Denney, Parks and Recreation Director

DATE: September 7, 2022

RE: Lodging Tax Historic and Cultural Funding for 2023

Proposed Action

This memo outlines the distribution of Lodging Tax funds for tourism-related historic and cultural events and activities in Tumwater.

Background

Based on the imposed 4% Lodging Tax, the City receives two allocations of revenue. The first 2% funds are designated by City Council (Resolution No. R2016-006) for tourism-related historic and cultural programs. The second 2% funds are for tourism-generating events and marketing. This memo addresses the use of the first 2% historic and cultural program funds.

In 2022, funding was distributed as follows:

Historic/Cultural	<u>2022</u>
Historic Buildings (City)	\$60,000
Historic Programs (OTF)	\$60,000
Historic Old Brewhouse Tower (City)	\$30,000

Because of COVID-19 economic conditions, Lodging Tax revenues were significantly reduced. Costs to maintain the historic programs and the Old Brewhouse Tower, houses, and cemetery did not go down. The City also maintained the support of the Olympia Tumwater Foundation for their continued operation. They provided background information, support, and research related to City activities, including work on assessing and organizing the City's historical archive.

In 2022, the City maintained the City's historic house inventory (Brewmaster's House and Crosby House) and the historic cemetery with minor improvements, utilities, security,

repairs, pest control, landscaping and insurance. The City has received state grant funding to improve conditions and security at the historic cemetery and this work will continue into 2023. The City's Volunteer Program also dedicated hours to a number of major maintenance improvements to the cemetery. The Parks Department has continued to work with Mills & Mills, the adjacent private cemetery and funeral home, to help maintain and improve the cemetery property.

The City continued to contract with the Olympia Tumwater Foundation for provision of historic programming and services. This included the Heritage Builders Program, a rotating historical display at City Hall, research regarding the historic home registry and process, event participation, support of the historic home program, and adapting historical district walking tours. Public access and events are planned to re-start at the historical homes in 2023.

Work to preserve and restore the iconic Old Brewhouse structure and provide public access to one of Washington's important heritage stories is underway. The brick replacement and masonry repair project is complete and engineering for seismic stabilization is in the design phase. In 2022, over \$140,000 has been spent on geoengineering, architectural and engineering services. The City is currently conducting an analysis of future use and occupancy requirements. The Brewhouse Tower is closed to visitors during rehabilitation.

Lodging tax funds are an important part of the project viability as they provide a source of cash for improvements outside of the grant that can be used for capital improvements and marketing.

2023 Proposal

Based on the prior City Council direction and the City's inventory of historic assets, funds for 2023 are planned to be expended in the following fashion:

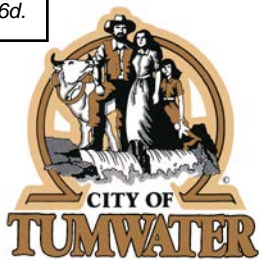
Historic/Cultural	<u>2023</u>
Historic Buildings (City)	\$70,000
Historic Programs (OTF)	\$60,000
Historic Old Brewhouse Tower (City)	\$30,000

The City had \$150,000 in LTAC revenue in 2021 and 2022, which was sufficient to cover these programs. Funding for 2022 was less than previous years due to COVID-19 reductions in revenue. To the extent funding falls behind, the City's General Fund would cover those additional costs, specifically the costs for the Historic Programs. Funds will be spent similar to prior years and we are expecting hotel tax revenue to stabilize post-COVID. The building portion pays for operational costs for the Crosby and Brewmaster houses and the historic cemetery. We will continue to work with volunteers to do minor maintenance of the cemetery.

The City is continuing to contract with the Olympia Tumwater Foundation for historic programs and services. The City has found this partnership to be an effective and efficient means of providing quality programming to the community and resource for City and other historic projects in Tumwater. The presentation and interpretation of Tumwater's history is an important aspect to the overall "Tumwater Craft" initiative that celebrates and builds upon the community's legacy around brewing.

To meet JLARC's reporting requirements, we will need a motion from the Committee to approve the \$160,000 for the Historic and Cultural Program funds as described above for 2023.

Attachments: 1. JLARC Reporting Questions for Historical and Cultural Programs
2. Lodging Tax Final Report: Historic and Cultural Programs (OTF)
3. Lodging Tax Final Report: Historic Buildings (City)
4. Lodging Tax Final Report: Historic Old Brewhouse Tower (City)



City Hall
 555 Israel Road SW
 Tumwater, WA 98501-6515
 Phone: 360-754-5855
 Fax: 360-754-4138

Memo Attachment

JLARC reporting questions for Historical and Cultural Programs

For the special event, festival or tourism-related facility, identify the estimated number of participants who will attend in each of the following categories:

- | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| a) Staying overnight in paid accommodations away from their place of residence or business | <u>50</u> |
| b) Staying overnight in unpaid accommodations (e.g. with friends and family) <i>and</i> traveling fifty miles or more one way from their place of residence or business | <u>75</u> |
| c) Staying for the day only <i>and</i> traveling more than fifty miles or more one way from their place of residence or business | <u>125</u> |
| d) Attending but not included in one of the three categories above (a. b. and c.) | <u>300</u> |
| e) Total number of hotel rooms / room nights generated in Tumwater | <u>25</u> / <u>1</u>
Rooms #Nights |
| f) Number of participants in any of the above categories who will attend from out-of-state (includes other countries) | <u>10</u> |
| g) Overall attendance | <u>550</u> |
| h) Describe what methods you will use to determine attendance and to distinguish among the different visitor categories listed above. | |

This is an estimate based on anticipated programs and events at the historical homes and the construction schedule and improvements happening at the historic cemetery.

City of Tumwater Lodging Tax Final Report Form

Organization's Name: Olympia Tumwater Foundation

Submitted By: John Freedman

Date: 1/24/2022

Email Address: jfreedman@olytumfoundation.org

Phone: 360.481.0608

This Report Covers:

Activity Name: Olympia Tumwater Foundation LTAC - 2021

Activity Type: ☐ Special Event/Festival ☒ Marketing/Tourism Promotion Agency ☐ Facility

Activity Start Date: 1/01/2021

Activity End Date: 12/31/2021

Total Activity Cost: \$150,000.00

Total amount of Tumwater lodging tax funds requested: \$60,000.00

Total amount of Tumwater lodging tax funds expended: \$60,000.00

Total amount of lodging tax funds expended from all jurisdictions: \$60,000.00

DEFINITIONS OF METHODOLOGY FOR QUESTIONS BELOW:

This methodology is defined by the Joint Legislative Audit and Review Committee and is used for reporting to the Legislature about the use of lodging tax for each jurisdiction.

- **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides likely to be affected by an event.
- **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- **Representative Survey:** Information collected directly from individual visitors / participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- **Informal Survey:** Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 sq. ft.).
- **Other:** (please describe)

OVERALL ATTENDANCE	<i>Enter the total number of people predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who attended this activity; and the method used to determine attendance</i>	PREDICTED:	251,000
		ACTUAL (ESTIMATED):	190,000
	METHODOLOGY (definitions provided above): Representative Survey		
	EXPLAIN TRACKING METHOD: car counter, participant survey		
50+ MILES - ATTENDANCE	<i>Enter the total number of people who travelled greater than 50 miles predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who travelled more than 50 miles to attend this activity; and the method used to determine attendance</i>	PREDICTED:	15,000
		ACTUAL (ESTIMATED):	11,400
	METHODOLOGY (definitions provided above): Representative Survey		
	EXPLAIN TRACKING METHOD: participant survey, extrapolation		
OUT OF STATE / COUNTRY - ATTENDANCE	<i>Enter the total number of people from outside the state and country predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people from outside the state and country who attended this activity; and the method used to determine attendance</i>	PREDICTED:	7,500
		ACTUAL (ESTIMATED):	5,700
	METHODOLOGY (definitions provided above): Informal Survey		
	EXPLAIN TRACKING METHOD: participant survey, extrapolation		
PAID FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to pay for overnight lodging in Tumwater to attend this activity (this number would have been submitted on your application for funds); the actual number of people who paid for overnight lodging and attended this activity; and the method used to determine attendance</i>	PREDICTED:	750
		ACTUAL (ESTIMATED):	285
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: anecdotal estimate		
DID NOT PAY FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to attend this event without paying for overnight lodging in Tumwater (you would have submitted this number on your application for funds); the actual number of people who attended without paying for overnight lodging; and the method used to determine attendance</i>	PREDICTED:	377
		ACTUAL (ESTIMATED):	285
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: anecdotal estimate		
PAID LODGING NIGHTS	<i>Enter total predicted lodging nights in Tumwater (this number would have been submitted on your application for funds); and actual number of paid lodging nights. (One lodging night = one or more persons occupying one room for one night); and the method used to determine attendance</i>	PREDICTED:	566
		ACTUAL (ESTIMATED):	57
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: anecdotal estimate		

Please describe any other information that demonstrates the impact of increased tourism attributable to the special event, festival, or tourism-related facility.

TUMWATER SPECIFIC QUESTIONS:

Olympia Tumwater Foundation 2021 LTAC Report. Tumwater Specific Questions:

A) Did you experience a higher number of tourists this year? If not, what do you think was a contributing factor?

No, Brewery Park at Tumwater Falls was closed the first part of the year and the Schmidt House was closed much of the year due to restrictions of the COVID-19 pandemic.

B) Did you complete all of the items on your Scope of Work consistent with your application submitted to the Lodging Tax Advisory Committee? If not, which items do you still need to complete? Do you plan on completing those items with your own resources? If so, when?

No, we did not meet all of the Scope of Work agreement with LTAC (e.g number of history talks, public exhibits, Artesian Brewfest) due to facility closures related to the COVID-19 pandemic. We focused our historical services on activities that could be accomplished within the parameters of the governor's pandemic mandates.

Attendance Numbers:

Using Direct Count survey numbers for visitors at Tumwater Falls Park, along with direct Informal surveys at our history talks, tours and outside events, we were able to make Structured Estimates for our report as follows:

- Brewery Park at Tumwater Falls visitor count estimated at 190,000

NOTE:

Reported staff hours expended in support of historical activities and tourism promotion for 2021 = 2,753

We are grateful for the many volunteer hours reported in 2021, a total of 50

The following is an outline of 2021 efforts to enhance the public awareness of the City of Tumwater and its legacy and to assist the City, communities, historical societies, and other interested organizations and individuals in activities to preserve, protect, interpret, and publicize the historically significant resources associated with the City of Tumwater:

Tumwater Falls Park

In support of the City of Tumwater's efforts to attract tourism, the Olympia Tumwater Foundation continues to offer free access to the park and our programs on a freewill donation basis. The visitor figures estimated in 2021 as our car counter was stolen and the Park was closed the 1st quarter of the year due to construction and the COVID-19 pandemic.

Encompassing the historic heart and soul of Tumwater along the Deschutes River, Brewery Park at Tumwater Falls continues to be a popular tourist destination in Thurston County and remains very popular with area residents, young and old alike. In addition to the beautiful self-guided history trail walk, the park also draws visitors for the fish ladders and annual salmon run, and special events. Two large construction projects were completed in 2020. Our history program staff will work with both the

Dept. of Fisheries renovation project and the County Trail expansion project into the park in providing historic information and input for the tourist information panels that will be a part of each of those proposed projects. The Park receives over 250,000 visitors in a typical year.

The Olympia Tumwater Foundation Scholarship Program

Our “Heritage Builders” history program provides historic context for the largest scholarship program for graduating seniors in Thurston County. The foundation normally awards over \$150,000 annually and has given over \$2.2 million in scholarships and grants since the program began. Education support remains an important part of our history program.

Schmidt House Archives Program

2021 has been a challenging year for the archives curator, staff and volunteers as the Schmidt House was closed to the public most of the year due to the COVID-19 pandemic. They have been focusing on accessioning, scanning, identifying photos and responding to an increasing number of inquiries about the Olympia Brewing Company history and conducting research on Tumwater history as word spreads about the archive program.

They have also worked on research and proposed history panels for Tumwater City Parks and did various research for the city on Tumwater history. Our curator has edited the *Thurston County Historical Journal*, and represents the foundation at the SSHA (South Sound Heritage Association), a regional grouping of museums and historical groups.

Support for the Old Olympia Brewhouse restoration project and the Craft Brewing/Distilling/Cider Center vision

This past year has seen renewed activity at the Old Brewhouse with the City of Tumwater. Our programs have supported those efforts with talks and updates at the Schmidt House history talk series, special tours for legislators, student groups, and media. We have also partnered with SPSCC on their Craft Brewing initiative.

Schmidt House “Heritage Builders” Programs

Attendance at the popular free noon hour history talks usually draw large crowds. Many of the presentations have filled the house to capacity of and continues to bring in new visitors to that program, even inspiring local history programs in Lacey and at the State Capitol to add history talks to their programs.

In 2021 the history talks and tours were not scheduled due to facility closure for much of the year.

We went to social media to present “Tumwater Treasures” Facebook posts and sent out a monthly history newsletter. Staff member Don Trosper wrote and published a book on 40 short stories of Tumwater’s past that was well received and had 2 printings.

Our cooperation with various other museums and history groups has earned our program a lead role in the local and regional historic community and has brought a positive reputation to our historic community

Local Hoteliers

Part of our agreement with the City of Tumwater is to partner with Tumwater hoteliers to develop and market custom history programs that would appeal to hotel guests. We have contacted or met with the Tumwater area hotels and presented tourism packets with various options. We continue to work with *Experience Olympia and Beyond* (VCB) to increase tourism to Tumwater and Thurston County, attending various meetings and events sponsored by them.

Do you plan to do anything differently next year to expand your event, increase tourism to Tumwater, or increase visitors to your facility?

We are actively expanding our programs for 2022, including:

- Hosting talks, tours, and events at the Schmidt House.
- Promoting Tumwater history through marketing, re-branding in areas such as social media increased presence, new flyers/brochures, improve our website, and elevating our image through standardizing our public communications.
- Upgrading Schmidt House interior for ADA access and expanding the archive facility.
- Hire a historian (Megan Ockerman) to implement “youth” oriented social media posts and exhibits and develop programming for the Brewmaster and Crosby homes.

We hope to also continue our established events and activities such as: free guided Schmidt House tours, participation in the Artesian Brewfest, history talks, Cascadia Grains Conference, local history spring conference and other special events.

Further information and details are available upon request

Contacts:

John Freedman, Foundation Executive Director, 360-943-2550 or JFreedman@olytumfoundation.org.

Don Trosper, Public History Manager, 360-786-8117 or history@olytumfoundation.org

City of Tumwater Lodging Tax Final Report Form

Organization's Name: City of Tumwater

Submitted By: Chuck Denney

Date: 2/17/2022

Email Address: cdenney@ci.tumwater.wa.us

Phone: 360-754-4160

This Report Covers:

Activity Name: City of Tumwater Historic Buildings

Activity Type: ☐ Special Event/Festival ☐ Marketing/Tourism ☒ Facility
Promotion Agency

Activity Start Date: 1/01/2021

Activity End Date: 12/31/2021

Total Activity Cost: \$60,000.00

Total amount of Tumwater lodging tax funds requested: \$60,000.00

Total amount of Tumwater lodging tax funds expended: \$60,000.00

Total amount of lodging tax funds expended from all jurisdictions: \$60,000.00

DEFINITIONS OF METHODOLOGY FOR QUESTIONS BELOW:

This methodology is defined by the Joint Legislative Audit and Review Committee and is used for reporting to the Legislature about the use of lodging tax for each jurisdiction.

- **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides likely to be affected by an event.
- **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- **Representative Survey:** Information collected directly from individual visitors / participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- **Informal Survey:** Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 sq. ft.).
- **Other:** (please describe)

OVERALL ATTENDANCE	<i>Enter the total number of people predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Direct Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		
50+ MILES - ATTENDANCE	<i>Enter the total number of people who travelled greater than 50 miles predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who travelled more than 50 miles to attend this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Direct Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		
OUT OF STATE / COUNTRY - ATTENDANCE	<i>Enter the total number of people from outside the state and country predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people from outside the state and country who attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Direct Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		
PAID FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to pay for overnight lodging in Tumwater to attend this activity (this number would have been submitted on your application for funds); the actual number of people who paid for overnight lodging and attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Indirect Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		
DID NOT PAY FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to attend this event without paying for overnight lodging in Tumwater (you would have submitted this number on your application for funds); the actual number of people who attended without paying for overnight lodging; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Indirect Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		
PAID LODGING NIGHTS	<i>Enter total predicted lodging nights in Tumwater (this number would have been submitted on your application for funds); and actual number of paid lodging nights. (One lodging night = one or more persons occupying one room for one night); and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Indirect Count		
	EXPLAIN TRACKING METHOD: Counting of Participants and visitors		

Please describe any other information that demonstrates the impact of increased tourism attributable to the special event, festival, or tourism-related facility.

The City of Tumwater is well known for its historical importance as Washington's first settlement of pioneers. The maintenance and operation of the City's two historic homes and the Pioneer Cemetery is a key factor in the success of the City's history related tourism programs.

TUMWATER SPECIFIC QUESTIONS:

Did you experience a higher number of tourists this year? If not, what do you think was a contributing factor?

No - Due to the covid pandemic and the restrictions on public gathering, programs and events were not held in the historic district or the Pioneer Cemetery. The size and layout of the historic homes does not accommodate groups of visitors in a safe manner that would meet covid guidelines. Attendance at the Pioneer cemetery was average, but no programs were held there in 2021.

Did you complete all of the items on your Scope of Services consistent with your application submitted to the Lodging Tax Advisory Committee? If not, which items do you still need to complete? Do you plan on completing those items with your own resources? If so, when?

Yes - Building mainenance and repair continued on both historic homes and at the Pioneer Cemetery to preserve these valuable community assets.

What expenses did you pay using Tumwater Lodging Tax funds?

Expenses included materials and supplies for home repair and maintenance.

Do you plan to do anything differently next year to expand your event, increase tourism to Tumwater, or increase visitors to your facility?

The City will continue to work with the Olympia/Tumwater Foundation and we will be holding events and tourism promotions through house tours, historic exhibits and displays of the City's historic archives.

City of Tumwater Lodging Tax Final Report Form

4

Organization's Name: City of Tumwater

Submitted By: Ann Cook

Date: 4/5/2022

Email Address: acook@ci.tumwater.wa.us

Phone: 360-754-4123

This Report Covers:

Activity Name: Old Brewhouse Tower

Activity Type: ☐ Special Event/Festival

☐ Marketing/Tourism
Promotion Agency

☒ Facility

Activity Start Date: 1/01/2021

Activity End Date: 12/31/2021

Total Activity Cost: \$30,000.00

Total amount of Tumwater lodging tax funds requested: \$30,000.00

Total amount of Tumwater lodging tax funds expended: \$30,000.00

Total amount of lodging tax funds expended from all jurisdictions: \$30,000.00

DEFINITIONS OF METHODOLOGY FOR QUESTIONS BELOW:

This methodology is defined by the Joint Legislative Audit and Review Committee and is used for reporting to the Legislature about the use of lodging tax for each jurisdiction.

- **Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides likely to be affected by an event.
- **Indirect Count:** Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.
- **Representative Survey:** Information collected directly from individual visitors / participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.
- **Informal Survey:** Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.
- **Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 sq. ft.).
- **Other:** (please describe)

OVERALL ATTENDANCE	<i>Enter the total number of people predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		
50+ MILES - ATTENDANCE	<i>Enter the total number of people who travelled greater than 50 miles predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people who travelled more than 50 miles to attend this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		
OUT OF STATE / COUNTRY - ATTENDANCE	<i>Enter the total number of people from outside the state and country predicted to attend this activity (this number would have been submitted on your application for funds); the actual number of people from outside the state and country who attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		
PAID FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to pay for overnight lodging in Tumwater to attend this activity (this number would have been submitted on your application for funds); the actual number of people who paid for overnight lodging and attended this activity; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		
DID NOT PAY FOR OVERNIGHT LODGING - ATTENDANCE	<i>Enter the total number of people predicted to attend this event without paying for overnight lodging in Tumwater (you would have submitted this number on your application for funds); the actual number of people who attended without paying for overnight lodging; and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		
PAID LODGING NIGHTS	<i>Enter total predicted lodging nights in Tumwater (this number would have been submitted on your application for funds); and actual number of paid lodging nights. (One lodging night = one or more persons occupying one room for one night); and the method used to determine attendance</i>	PREDICTED:	0
		ACTUAL (ESTIMATED):	0
	METHODOLOGY (definitions provided above): Other		
	EXPLAIN TRACKING METHOD: Structure is closed for rehabilitation and due to COVID, no events/tours were offered.		

Please describe any other information that demonstrates the impact of increased tourism attributable to the special event, festival, or tourism-related facility.

n/a

TUMWATER SPECIFIC QUESTIONS:

Did you experience a higher number of tourists this year? If not, what do you think was a contributing factor?

COVID-19 pandemic severely restricted in person events and activities, including progress on activities to promote rehabilitation efforts.

Did you complete all of the items on your Scope of Work consistent with your application submitted to the Lodging Tax Advisory Committee? If not, which items do you still need to complete? Do you plan on completing those items with your own resources? If so, when?

Yes - all work was completed as described.

Do you plan to do anything differently next year to expand your event, increase tourism to Tumwater, or increase visitors to your facility?

The City will continue to work within the guidelines established by the Governor's Office, DOH, and CDC. As time and budget allow, efforts will be made to expand online or virtual options for visitors.

Informal AG Opinion Clarifies Lodging Tax Awards

Share this:

August 24, 2016 by [Toni Nelson](#)

Category: [Lodging Tax \(Hotel-Motel Tax\)](#)



We've received many questions in the past about awarding lodging tax funds, and specifically whether a municipality may award an amount to a recipient that is different from the recommendations made by the lodging tax advisory committee (LTAC). An [informal opinion](#) from the Attorney General's office, released last week (August 17), answers this question and provides municipalities with some additional options for the distribution of awards beyond what we thought previously.

First, Some Background...

In 2013, the legislature amended [RCW 67.28.1816](#) and expanded the role of the LTAC for municipalities with population of 5,000 or more. Applicants seeking lodging tax distributions must now submit an application directly to the LTAC, and the LTAC must select candidates from the pool of applications and provide a list of the candidates and recommended awards to the municipality for final determination.

[RCW 67.28.1816](#)(2)(b)(ii) states:

The local lodging tax advisory committee must select the candidates from amongst the applicants applying for use of revenues in this chapter and provide a list of such

candidates and recommended amounts of funding to the municipality for final determination. The municipality may choose only recipients from the list of candidates and recommended amounts provided by the local lodging tax advisory committee.

Previous MRSC guidance on this issue has been that a city or county does not have to fund the full list as recommended by the LTAC and can choose to make awards in the recommended amounts to all, some, or none of the candidates on the list.

What Does the Informal AG Opinion Say?

The [informal opinion](#), written by Assistant Attorney General H. Lee Overton, provides some clarity to the question of whether a municipality can award an amount that differs from the LTAC recommendation. In his opinion letter, he writes in his brief answer:

When awarding lodging tax revenues pursuant to [RCW 67.28.1816](#)(2)(b)(ii), a municipality may award amounts different from the local lodging tax advisory committee's recommended amounts, but only after satisfying the procedural requirements of [RCW 67.28.1817](#)(2), according to which the municipality must submit its proposed change to the advisory committee for review and comment at least forty-five days before final action on the proposal.

So what does this mean for local legislative bodies? The informal opinion basically says that the roles of the LTAC and the municipality are clear: the LTAC is to make recommendations and the municipality is to make a final determination. The legislative body has the ability to award an amount that differs from the recommendation, but in order to do so it must first submit the proposed changes to the LTAC under the provisions of [RCW 67.28.1817](#)(2) which states in part:

Any municipality that proposes [...] a change in the use of revenue received under this chapter shall submit the proposal to the lodging tax advisory committee for review and comment. The submission shall occur at least forty-five days before final action on or passage of the proposal by the municipality. The advisory committee shall submit comments on the proposal in a timely manner through generally applicable public comment procedures. The comments shall include an analysis of the extent to which the proposal will accommodate activities for tourists or increase tourism, and the extent to which the proposal will affect the long-term stability of the fund created under [RCW 67.28.1815](#). Failure of the advisory committee to submit comments before final action on or passage of the proposal shall not prevent the municipality from acting on the proposal.

Accordingly, the role of the advisory committee is preserved while also preserving the authority of the municipality as the final decision maker.

MRSC is a private nonprofit organization serving local governments in Washington State. Eligible government agencies in Washington State may use our free, one-on-one [Ask MRSC service](#) to get answers to legal, policy, or financial questions.

TO: City Council
FROM: Dan Smith, Water Resources and Sustainability Director
DATE: October 18, 2022
SUBJECT: Stormwater Management Action Planning Service Provider Agreement

1) Recommended Action:

Staff requests the City Council approve and authorize the Mayor to sign the Stormwater Management Action Planning Service Provider Agreement with Herrera Environmental Consultants, Inc., for \$179,811.00. This agreement was recommended for approval by the Public Works Committee at their October 6, 2022, meeting.

2) Background:

The City of Tumwater received a Washington State Department of Ecology grant to complete three Stormwater Management Action Plans (SMAPs) for the three highest priority subbasins within the City. SMAPs are watershed-based approaches to stormwater management, which allows Tumwater staff to learn more about each subbasin and specifically tailor management actions to help improve water quality based on numerous different factors including land use, pollutants of concern, and habitat health. The City of Tumwater's current NPDES requires the City to complete one SMAP by March 31, 2023. These SMAPs will identify opportunities for stormwater retrofits, land management strategies, and customized stormwater management actions.

3) Policy Support:

Be a Leader in Environmental Sustainability:

- Reduce ground and surface water impacts associated with street and freeway runoff and urban activity
 - Enhance salmon runs
-

4) Alternatives:

- ☐ Request changes to the proposed service provider agreement.
-

5) Fiscal Notes:

Staff estimates the total SMAP project will cost approximately \$200,000, including the City-negotiated scope of services with Herrera Environmental for this work. Tumwater has been awarded \$149,524 in grant funds from the Department of Ecology. The City will fund the 25% required grant match, estimated at \$50,000, from the Storm Fund.

6) Attachments:

- A. Stormwater Management Action Planning Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

STORMWATER MANAGEMENT ACTION PLANNING

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and HERRERA ENVIRONMENTAL CONSULTANTS, INC., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than September 15, 2022, and shall be completed no later than December 30, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed ONE HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED AND ELEVEN DOLLARS AND ZERO CENTS (\$179,811. 00) as reflected in Exhibit A.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

F. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive payment for such goods and/or services.

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the

implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that the SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER

expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

B. CITY Indemnification. The CITY agrees to indemnify, defend and hold the SERVICE PROVIDER, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the CITY, its employees or agents. No liability shall attach to the CITY by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

8. INSURANCE.

A. The SERVICE PROVIDER shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on a claims made

basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

D. The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

E. Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this Agreement.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

13. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

14. CHANGES.

Either party may request changes to the Scope of Services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports,

data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

17. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

18. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the signature page of this Agreement.

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. It is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained in the superior court of Thurston County, Washington.

21. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

23. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

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:

Herrera Environmental Consultants, Inc.
2200 6th Avenue, Suite 1100
Seattle, WA 98121
Tax ID #: 911-329-346
Phone Number: 971-200-8879

DEBBIE SULLIVAN

Mayor

ATTEST:

Signature (Notarized – see below)

Printed Name: Theresa M. Wood

Title: Vice President

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

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 _____(company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

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

TO: City Council
FROM: Brandon Hicks, Transportation and Engineering Director
DATE: October 18, 2022
SUBJECT: Third Amendment to Service Provider Agreement for Right of Way Legal Services

1) Recommended Action:

Staff recommends City Council approve and make a motion authorizing the Mayor to sign the Third Amendment to Professional Services Agreement for Right of Way Legal Services – Capitol Blvd / Trospen Rd Improvements Project with Kenyon Disend, PLLC, for a total compensation not to exceed \$150,000.

2) Background:

Kenyon Disend, PLLC has been providing legal services for acquisition of right of way needed for the I-5 / Trospen Rd / Capitol Blvd Reconfiguration project. The original Agreement in 2020 provided for \$50,000 in compensation. The First Amendment increased the contract amount by \$25,000 for a total compensation of \$75,000. The Second Amendment increased the contract amount by \$75,000 for a total compensation not to exceed \$150,000. This Third Amendment increases the hourly rate of compensation, beginning January 1, 2023.

3) Policy Support:

C. Create and maintain a transportation system safe for all modes of travel.

4) Alternatives:

☐ Recommend a different total compensation amount.

5) Fiscal Notes:

Funds for this agreement are provided in the I-5 / Trospen Rd / Capitol Blvd Reconfiguration project, included in the Transportation Capital Facilities Plan budget.

6) Attachments:

A. Third Amendment to Professional Services Agreement

**THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
RIGHT OF WAY LEGAL SERVICES – CAPITOL BLVD / TROSPER RD
IMPROVEMENT PROJECT**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and KENYON DISEND, PLLC, a Washington professional limited liability company ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective February 10, 2020, First Amendment dated November 23, 2021, and Second Amendment dated June 14, 2022, whereby the SERVICE PROVIDER agreed to provide legal services ("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 desire to amend the Agreement by increasing the compensation paid to the SERVICE PROVIDER.

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

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase hourly rates as shown in Exhibit "A-3" starting January 1, 2023.

*** Signatures on Following Page ***

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
KENYON DISEND, PLLC
11 Front Street South
Issaquah, WA 98027-3820

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 WASHINGTON

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 _____ (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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

**KENYON DISEND, PLLC
2023 HOURLY RATE SCHEDULE**

ATTORNEYS:

Michael R. Kenyon	\$460.00
Lisa M. Marshall	\$405.00
Hillary J. Evans	\$330.00
Robert D. Zeinemann	\$310.00
Alexandra L. Kenyon	\$270.00
Joshua H. Oh	\$185.00

PARALEGALS:

Margaret C. Starkey	\$210.00
Terry T. Curran	\$175.00
Antoinette M. Mattox	\$175.00

TO: City Council
 FROM: Dan Smith, Director, Water Resources and Sustainability
 DATE: October 18, 2022
 SUBJECT: Percival Creek Fish Passage Barrier Replacement Scope Amendment #1

1) Recommended Action:

Staff recommends City Council approve and authorize the Mayor to sign the Percival Creek Fish Passage Barrier Replacement Scope Amendment #1 with PBS Engineering and Environmental Inc. (PBS), increasing the original contract by \$80,753.00. Amendment #1 was recommended for approval by the Public Works Committee at their September 22, 2022 meeting.

2) Background:

PBS is working with the City to complete designs and permitting to replace a culvert conveying Percival Creek under Sapp Road with a larger one to allow salmon and other fish to pass under the road unobstructed.

This amendment provides additional funds to integrate roadway improvements, address stormwater treatment requirements for water quality, and complete designs for retaining walls on either side of the culvert. This project is being managed for the City by Greer Environmental Consulting.

3) Policy Support:

Strategic Priority F - Be a Leader in Environmental Sustainability, specifically

- Enhance salmon runs

4) Alternatives:

☐ Request changes to the proposed scope amendment.

5) Fiscal Notes:

Amendment #1 increases the initial estimation by \$80,753, for a total contract cost of \$223,753. The City has received a \$79,600 grant from the Washington State Recreation and Conservation Office's Salmon Recovery Funding Board.

This project is funded by the Storm Drain Fund, identified as SD-11: Sapp Road Culvert Replacement, in the 2022-2027 Capital Facilities Plan. The project is also been accepted for construction funding of approximately \$1.7M, anticipated for award in 2023.

6) Attachments:

A. Percival Creek Fish Passage Barrier Removal PBS Engineering SPA - Amendment 1

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PERCIVAL CREEK FISH PASSAGE BARRIER REMOVAL**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and PBS Engineering and Environmental Inc., an Oregon profit organization ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective November 23, 2021, whereby the SERVICE PROVIDER agreed to provide design and permitting services ("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 desire to amend the scope of services of the Agreement and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the term.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-1," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed EIGHTY THOUSAND SEVEN HUNDRED FIFTY THREE and 00/100 DOLLARS (\$80,753.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed TWO HUNDRED TWENTY THREE THOUSAND SEVEN HUNDRED FIFTY THREE and 00/100 DOLLARS (\$223,753.00).

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.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

PBS Engineering and Environmental Inc.
4412 SW Cornett Ave
Portland, OR 97239

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 Oregon)
) ss
 County of _____)

I certify that I know or have satisfactory evidence that _____ 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 _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

 (Signature)
 Notary Public in and for the State of Washington
 My appointment expires _____

EXHIBIT "A-1"

Scope of Services – Supplement No. 1

Percival Creek Fish Passage Barrier Removal Development Services

Between the City of Tumwater and PBS Engineering and Environmental Inc.

PBS Engineering and Environmental Inc. (CONSULTANT) will provide services outlined below as requested by the City of Tumwater (CITY) Water Resources and Sustainability Department pertaining to the design, permitting, and PS&E necessary for the Percival Creek Fish Passage Barrier Removal Project.

A. SCOPE OF WORK

The Consultant proposes the following supplemental scope of work for the Percival Creek Fish Passage Barrier Removal Project.

This supplemental scope and budget primarily respond to three changes in design parameters from the project understanding on which the original contract scope of design effort was based:

1. Wider street section design that increased the area of impervious surfaces, resulting in stormwater management and flow control facility design and reporting tasks.
2. The 60% design package progressed the retaining wall design further than anticipated to assure feasibility, constructability, and cost-effectiveness.
3. Coordination with utility providers to relocate, protect, or disrupt services has been identified as more involved than expected. A separate supplement will be provided to describe the effort beyond what was originally scoped for Task 700.

TASK 100. PROJECT MANAGEMENT

This task supplement will address additional project management needs.

Task 100. Assumptions

- This supplement covers a total number of four additional project management meetings (once per month) starting in July 2022 and ending November 15, 2022.
- The project engineer will attend all project management and design check-in meetings to streamline implementation of topics discussed.

Task 100. Deliverables

No change.

TASK 200. SURVEY

The original contract scope provided for one legal description and exhibit document for a single anticipated easement but did not include this documentation in the deliverables.

The current plans require two temporary construction easements and one permanent easement to accommodate construction activity and proposed permanent retaining walls. Separate documentation is required for each of the three easements anticipated.

This task supplement includes additional effort for the Consultant to prepare two legal description and exhibit documents for the proposed temporary and permanent easements.

Task 200. Assumptions

- One additional temporary construction easement will be required.
- One permanent grading/access easement will be required.
- The City will provide one round of review and comment on the legal exhibits.
- The City will coordinate all easement negotiation, acquisition, and execution efforts.

Task 200. Deliverables

- Three legal exhibit documents in PDF format (8.5" x 11" size) for each proposed easement.

TASK 300. GEOTECHNICAL ENGINEERING

The original contract only included scope and budget for preparation of a draft and a final geotechnical report to provide parameters for engineering design. Due to stormwater reporting requirements discussed in Task 900, the Final Geotechnical Engineering Report will be updated to characterize the site's infiltration capacity for storm management design.

Field Testing, Analysis, and Reporting for Stormwater Design

Unanticipated stormwater management reporting and design, described in Task 900, will require geotechnical data collection and analysis.

This task supplement provides scope and budget for geotechnical staff support during preparation of stormwater management facility design documentation and plans, as discussed further in Task 900. The Consultant currently understands the City of Tumwater Drainage Design and Erosion Control Manual (DDECM) requires completion of two pilot infiltration tests (PIT) at depths of approximately 3 feet below the existing ground surface (bgs) at the approximate location of the planned infiltration facility.

Infiltration testing will be completed in general accordance with the procedure outlined in the Western Washington Stormwater Management Manual and City of Tumwater requirements. Testing will require the use of a subcontracted excavator. Explorations will be extended to a depth of 10.5 feet bgs following testing.

Revised Final Geotechnical Engineering Report

The results of the geotechnical infiltration testing and analysis will be incorporated into a Geotechnical Engineering Report Revision #1 and will incorporate changes related to comments provided by the City on March 25, 2022. A draft will be submitted to the City during the 90% design process City for one round of comment and response. These comments will be incorporated for a Final Geotechnical Engineering Report Revision #1 and provided to the City.

Task 300. Assumptions

- The City will provide a permit to use a nearby hydrant at no additional cost to PBS.
- The City will obtain access for PIT testing, which may include removing vegetation to access test locations. PBS can subcontract clearing vegetation for access for an additional fee.
- Soil samples collected during exploration and infiltration testing will be stored for a minimum of 60 days after completion of subsurface exploration. Additional storage time may be requested for a monthly fee.
- PBS will complete a "one call" public utility notification prior to beginning infiltration testing. All reasonable efforts will be made not to damage any existing slabs, asphalt, landscaping, or

underground utilities or sprinklers, etc.; however, PBS will not be responsible for repair costs associated with any damage to such improvements. Test pits required to complete PIT testing will result in disturbance to the ground surface within an approximate 10- to 15- foot radius. Test pits are backfilled with excavated soil, which will settle over time. Our scope and fee does not include restoring the ground surface to the original conditions (for example, compaction, topsoil, seeding, etc.).

- Environmental services are not included in this current geotechnical scope of work. In the event contaminated media is encountered during fieldwork, the Client will be notified immediately. PBS can provide environmental services, if requested, for an additional fee.
- The Final Geotechnical Engineering Report Revision #1 will not provide direction to the future contractor on construction means and methods.
- The Final Geotechnical Engineering Report Revision #1 will include the results of infiltration testing, analysis of laboratory results, and responses to comments provided by the City.
- The City will provide one round of comments (in Word or Excel format) on the Draft Geotechnical Engineering Report Revision #1.

Task 300. Deliverables

- One (1) Draft Geotechnical Engineering Report Revision #1 in PDF format and responses in MS Word, Excel, or PDF format to City comments on the geotechnical report, submitted on 2/25/22.
- One (1) Final Geotechnical Engineering Report Revision #1 in PDF format, and responses in MS Word, Excel, or PDF format to City comments on the Draft Geotechnical Engineering Report Revision #1.

TASK 400. NATURAL RESOURCES

No Change.

TASK 500. HYDRAULICS AND HYDROLOGY – NHC

No Change.

TASK 600. 60% PLANS AND ESTIMATE

The original contract was developed to accommodate the January 2022 deadline for the Brian Abbott Fish Barrier Removal Board grant submittal for final construction funding. This schedule milestone resulted in the original scope developing the 60% design directly from initial survey and skipping an intermediate design milestone (typically 30%). To minimize the design budget while accommodating this project workplan and schedule, the following assumptions were made:

- Per the preliminary design provided to the Consultant in the City's Request for Proposals (RFP), no curb, sidewalk, or bike lane was intended. Based on the illustrated topography, overall site grading was expected to require minimal to moderate effort.
- Per the original contract, "It is not anticipated that any structures will be designed that require structural engineering, as the intention is to use precast concrete structures for the culvert replacement and structural earth walls (SEW) to replace the existing concrete block walls and steep slopes along the roadway."
- All walls and most grading would be contained within the Sapp Road SW right-of-way, resulting in minimal construction easement layout effort.

- Per the preliminary design provided in the City's RFP, the street restoration approach would have tapered from the existing width of 20- feet to the 34-foot asphalt width for the section of the road directly above the culvert. This preliminary approach led to the following assumptions:
 - No curbs, sidewalks, or bike lanes would be required.
 - New plus improved pollution generating impervious surface area would not exceed the threshold for submitting a short form Stormwater and Pollution Prevention Plan.

Throughout the progression of the 60% design, the following events modified the Consultant's basic understanding of project constraints and design objectives:

- Completion of the topographic survey indicated a taller embankment height of Sapp Road SW, resulting in unanticipated level of site grading effort.
- A "Value Engineering Workshop" was held on January 5, 2022, to coordinate design parameters and City requirements in lieu of preparing the 30% intermediate design. Pertinent meeting outcomes included the following:
 - Multiple utility lines were identified as being critical with limited ability to be disrupted during construction. This is anticipated to result in unexpected level of consulting and coordination effort. See Supplement No. 1 language below in Task 700.
 - The extent of asphalt replacement was increased to the east and the west along Sapp Road SW.
 - The City provided a typical street section that resulted in a substantially wider area of hard surface, as well as requiring substantially more design and drafting effort.
- An "Engineering Coordination" meeting was held on February 22, 2022, prior to submittal of the Draft 60% deliverable package. Pertinent meeting outcomes included the following:
 - The Consultant was to provide a grading plan and cross-sections for the proposed wall alignment, as well as a grading plan and cross-sections for the scenario that graded to existing without walls.
- A "Comment Resolution" meeting was held on March 29, 2022, after the Consultant received and processed the City's comments on the Draft 60% deliverable package. Pertinent meeting outcomes included the following:
 - Retaining wall type, size, and location coordination meeting with the City, including evaluation of wall alignment as provided by the City in their comments to the Draft 60% plans.
 - The desired wall alignment encroached into the private property to the south of the roadway.
 - City expressed initial preference for Redi-Rock system of walls.

This supplement authorizes additional scope and budget for the Consultant to perform the following:

- Site Grading and Retaining Wall Design
 - Progress the retaining wall design and drafting to 90% level to ensure a feasible site grading plan, as well as layout temporary and permanent easements. This effort also included research of manufacturer and wall type alternatives.
 - Additional structural engineering to determine design implications of the required 20-foot-tall walls and assist in the evaluation of alternate types, sizes, and layouts.
- Stormwater Conveyance and Management

- Evaluation of the City's DDECM for stormwater management requirements and thresholds.
- Calculations, design, and drafting of stormwater collection facilities and conveyance piping.
- Initial siting for the stormwater management facility.
- Effort for preliminary assessment of applicable storm sewer design and reporting per the City's DDECM. Additional work to complete stormwater management facility design and reporting is detailed below in Task 900.
- Additional meetings as discussed above for City coordination and comment response streamlining.
 - An "Engineering Coordination" meeting to resolve outstanding questions regarding City expectations of the 60% design.
 - A "Comment Resolution" meeting (CRM) to clarify comments from the City on the Draft 60% design package and coordinate the Consultant's responses.
- Additional sheets required for the 60% design plans include the following:

Plan Sheets	Number of Sheets
General Notes	1
Wall Plan and Profile Sheet, 10 scale	1
Wall Sections Sheet	1
Previous Total Number of Sheets	18
New Total	21

Task 600. Assumptions

- The effort included in this task was completed and the deliverable provided to the City on April 16, 2022, which reflected the additional sheets discussed above.
- One engineering coordination meeting was held with the Consultant's project manager, project engineer, and project geotechnical engineer, as well as the relevant City staff.
- One CRM was held with the Consultant's project manager and project engineer, as well as the relevant City staff.
- The City does not want SEW geotextile fabric interfering with storm lines or any structures.
- The City will address ADA compliance of the pedestrian facilities at a later date and separate from this project.

Task 600. Deliverables

- One (1) no-wall exhibit, showing plan view and street cross-sections, in PDF format.
- One (1) comment response document in Word format.

TASK 700. UTILITIES COORDINATION

The original contract provided scope and budget for 20 hours of project engineer coordination effort in the form of conference calls, emails, and transmittal of design drawings (60% and 90%) with the following utilities.

To date, the Consultant has utilized approximately seven (7) hours to initiate contact with Puget Sound Energy (PSE), Comcast, and Lumen to distribute the 60% plans and begin coordination, as well as consider design options to address water and sewer utilities, which are operated by the City of Tumwater

Task 700. Assumptions

- The project engineer will provide up to three (3) hours of comment resolution effort to the utility's 60% comments.
- Concurrent with the CRM meeting described in Task 800 to address general 60% design deliverable comments, an additional half-hour will be provided for the project engineer to review water and sewer utility comment responses with the utility owners. The project engineer will provide up to one (1) hour of agenda preparation and meeting follow-up documentation. The City will provide any appropriate staff.
- The project engineer will attend one (1) meeting with the natural gas and underground/overhead electrical and telecommunication utility providers, one (1) hour duration, to discuss comments regarding the proposed 60% plans, as well as and coordinate utility protection, adjustment, and/or disconnection during construction. The project engineer will provide up to one (1) hour of agenda preparation and meeting follow-up documentation. The City will provide appropriate staff.
- The remaining project engineer effort will be utilized for utility coordination effort as described by the original contract scope of work.
- The City will provide water and sanitary sewer utility adjustment and/or temporary relocation design.
- PSE (power and natural gas), and all telecommunication utility purveyors will provide utility adjustment and/or temporary relocation design.
- The City and other utility purveyors will provide one (1) round of comments on the 60% design.

Task 700. Deliverables

- Meeting Agendas for both meetings in electronic PDF format
- Meeting follow up documentation for both meetings in electronic PDF format

TASK 800. 90% PLANS, SPECIFICATIONS, AND ESTIMATE

The original contract scoped 90% design efforts based on an understanding of a narrower street cross-section, shorter walls, no stormwater conveyance or management facilities, or significant utility coordination.

As discussed in the previous tasks, as well as in Task 900 below, the following design parameters have changed, requiring additional effort to progress design to 90% level:

- Additional site grading effort to address the dual effects of a wider street section and taller retaining walls than expected, resulting in more design and drafting effort
- The wall design and structural engineering calculations will be provided by a manufacturer, but structural engineering design review will be required to bring wall design to a full 90% level.
- Updating plans to reflect utility adjustment, relocation, or temporary removal design, as provided by Others.

- Updating plans to reflect the proposed stormwater collection and conveyance facilities as developed in Task 900 below.

This task supplement includes additional scope and budget for the following efforts:

- Site Grading and Retaining Wall Evaluation and Design
 - Additional coordination with potential wall manufacturers, including guidance on estimated design requirements.
 - Wall design review by a structural engineer.
- Stormwater Conveyance and Management
 - Design and drafting on all sheets to accommodate the stormwater collection and conveyance facilities prepared under Task 900.
- Additional Meetings:
 - One (1) "Engineering Coordination" meeting, described below.
 - One (1) CRM as described below.
- Additional sheets required for the 90% design plans include the following:

Plan Sheets	Number of Sheets
Stormwater Facility Plan and Profile, 20 scale*	1
Stormwater Utility Details Sheet*	1
Stormwater Facility Detail Sheet*	1
Miscellaneous Wall Details	1
Previous Total Number of Sheets	21
New Total	25

*Described in Task 900 below.

Task 800. Assumptions

- The City will not require a sole-source manufacturer for the retaining wall.
- Structural engineering services provided by the Consultant for utility adjustment review is limited to due diligence evaluation work only.
- Up to one wall design meeting of up to 1-hour duration with the Consultant's project manager, project engineer, and one (1) senior engineer, as well as the relevant representatives from the City. If the City elects to hold this meeting, it would be to confirm and finalize specific wall design aesthetic, engineering, and constructability components.
- All utility adjustment verification and design reviews are covered under Task 700.
- Major design changes that result from the utility coordination efforts may require a scope amendment, per Task 700.
- Drainage plan sheets will be prepared in accordance with DDECM requirements.
- All City comments provided on the Draft and Final 90% design deliverables will be provided to PBS in either Microsoft Word or Excel format.

- Up to one (1) "Engineering Coordination" meeting, one (1) hour duration, to discuss the progressed design prior to submittal of the Draft 90% deliverable. The Project Manager and the Project Engineer from the Consultant and appropriate City staff will be present.
- One (1) CRM, one (1) hour duration, to discuss the comments received on the Draft 90% deliverable and agree on approaches to resolve the comments. The Project Manager and the Project Engineer from the Consultant and appropriate City staff will be present.

Task 800. Deliverables

- Final package of retaining wall design calculations and material data sheets, in PDF format.

TASK 900. STORMWATER MANAGEMENT REPORTING AND DESIGN

The original contract scope assumed that, per the preliminary design provided in the City's RFP, the area of new plus replaced pollution-generating impervious surfaces (PGIS) would not trigger any significant stormwater reporting and design requirements.

As the project design parameters developed, the amount of new plus improved hard surfaces increased to the degree that a full drainage report will be required, per the DDECM thresholds. The area of impervious surfaces proposed in the 60% design is large enough that it triggers the DDECM Minimum Requirements #1 through #11, which include runoff treatment and flow control facility design. The DDECM requires submittal of a Drainage Report that summarizes stormwater design and compliance for newly constructed project elements.

This new task includes scope and budget for the following efforts:

- Alternatives Analysis
 - Preparation of preliminary stormwater management concepts for City review and comment
 - Receive and respond to City comments and select a preferred design.
- Design Evaluation
 - Coordination with design team regarding roadway, geotechnical, and environmental aspects of the project
 - Evaluate and determine an effective approach to managing roadway drainage.
 - Bio-infiltration, detention facilities, ditches, and piped systems will be considered as required.
- Reporting
 - Prepare a Draft Drainage Report pertaining to surface water management per DDECM standards and submit to the City for review and comment.
 - Prepare responses to City comments to the Draft Drainage Report.
 - Attend a CRM with the City reviewers.
 - Submit Final Draft Drainage Report and Plans to City for final comments.
 - Prepare the Final Drainage Report, which will incorporate City comments and be submitted for local permits.

Task 900. Assumptions

- This project will comply with all City of Tumwater DDECM requirements.
- The new plus improved area for the proposed improvements exceeds 5,000 square feet.
- This project does not qualify for any exemptions.

- Upon determination of infiltration site characteristics, the Consultant will discuss general stormwater management facility design alternatives for the City to select a preferred approach.
- The DDECM will govern all design and reporting requirements.
- In accordance with the City of Tumwater Drainage Design and Erosion Control Manual (Manual), this project is classified as "Redevelopment" and must meet Minimum Requirements No. 1 through No. 11.
- Drainage plan sheets will be prepared in accordance with DDECM requirements.
- Drainage plan set sheets related to stormwater management facilities will be included and provided to the City as part of the 90% plan set portion of the submittal, per Task 800.
- Geotechnical team will need to perform soil infiltration tests, per amended Task 300.
- City to provide one round of comments on the Draft deliverables, provided to PBS in either MS Word or Excel format.

Task 900. Deliverables

- Draft Drainage Report (PDF format).
- Responses to City comments (either MS Word, Excel, or PDF format).
- Final Drainage Report and stormwater site plans (PDF format).

1) ESTIMATED PROJECT TIMELINE

Task	Start Date	End Date
Task 100. Project Management	June 2022	November 2022
Task 200. Survey	June 2022	November 2022
Task 300. Geotechnical Engineering	June 2022	November 2022
Task 400. Natural Resources	N/A	N/A
Task 500. Hydraulics and Hydrology	N/A	N/A
Task 600. 60% Plans and Estimate	June 2022	November 2022
Task 700. Utilities Coordination	N/A	N/A
Task 800. 90% Plans, Specifications, and Estimate	June 2022	November 2022
Task 900. Stormwater Management	June 2022	November 2022

2) ESTIMATED BUDGET

Task	Original Contract	Supplement No. 1
Task 100. Project Management	\$10,560	\$6,233
Task 200. Survey	\$12,550	\$3,024
Task 300. Geotechnical Engineering	\$13,965	\$12,984
Task 400. Natural Resources	\$7,528	--
Task 500. Hydraulics and Hydrology	\$29,796	--
Task 600. 60% Plans and Estimate	\$30,755	\$20,514
Task 700. Utilities Coordination	\$2,900	--
Task 800. 90% Plans, Specifications, and Estimate	\$22,455	\$11,774
Task 900. Stormwater Management Reporting & Design	--	\$36,515
Reimbursable expenses	\$2,200	--
Total	\$143,000	\$80,753
Total Contract Amount		\$223,753

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: October 18, 2022
 SUBJECT: Ordinance No. O2022-022, Ad Valorem for Regular Property Taxes for the Fiscal Year 2023

1) Recommended Action:

Move Ordinance No. O2022-022, AN ORDINANCE relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2022, to the November 15, 2022 consent agenda for adoption.

2) Background:

Ordinance O2022-022 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor's Office, along with the levy certification, by November 30, 2022 in order to establish the tax levy for fiscal year 2023.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 6.457 percent.

A one percent increase over our actual 2022 levy amounts to \$105,040. This does not include the County Assessor's consideration of any possible true-up of refunds and adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from new construction, or granting of exemptions per RCW 84.69.180. The 2023 property tax levy related to new construction is estimated to be \$454,497 based on estimated new construction of \$201,204,400. The levy rate will go from \$2.26 to an estimated rate of \$1.66 for 2023.

Since the valuations are not finalized, the 2023 levy is considered to be an estimate. When the final assessed value is determined by the Thurston County Assessor and Washington State Department of Revenue, the Finance Director may re-certify the tax amount to meet the \$3.10 limitation if necessary.

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:

- ☐ Do not pass the Ordinance, maintain property taxes at the 2022 level, and bank the allowable levy increase.

- ☐ Change the levy increase to something less than stated above.

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2023 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2022-022 Ad Valorem for Regular Property Taxes for the Fiscal Year 2023

ORDINANCE NO. O2022-022

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2023.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, October 18, 2022, to consider an increase in property tax revenues from January 1, 2023 to December 31, 2023; and

WHEREAS, the Thurston County Assessor's Office provides the City with the new assessed valuation for all existing properties and all new construction, improvements to property, annexations, and state-assessed utility property; and

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2023 levy amount was 3.860 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City Council desires to limit the rate to \$3.10 per \$1,000 of assessed value, plus administrative refunds; and

WHEREAS, the population of the City of Tumwater is more than 10,000; and

WHEREAS, for taxing district with populations of 10,000 or greater, the limit factor for property taxes due in 2023 is 101 percent;

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2023 tax year. This levy results in a \$105,040 increase and a 1.00% change from the 2022 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

Section 2. This amount to be levied, as stated in Section 1 above is exclusive of any additional revenue from refunds made, new construction, or any other adjustments made by the County Assessor.

Section 3. On or before the 30th day of November, 2022, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

EXHIBIT A

Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied on property within the City of Tumwater.

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

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this 15th day of November 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: October 18, 2022
SUBJECT: 2023-2024 Budget Public Hearing #1

1) Recommended Action:

Hold a public hearing related to the Mayor's proposed budget.

2) Background:

The Mayor proposed the 2023-2024 budget, and staff has presented three budget workshops to date. This work continues, and changes are still being made to the Mayor's proposed budget. This is the first of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing. The presentation slides will be distributed prior to the meeting.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- ☐ None. State law requires two public hearings prior to final adoption of the budget on December 6.
-

5) Fiscal Notes:

The Mayor's proposed budget is located here: [637986729417930000 \(tumwater.wa.us\)](https://637986729417930000.tumwater.wa.us)

6) Attachments:

- A. Budget change list
- B. City of Tumwater Proposed Budget 2023 2024

2023-24 Budget Changes – 3.0

General Fund

Change	Cost	Funding Source	Recommendation
Create Youth Commission	To be evaluated	To be evaluated.	Add a goal to Executive to <i>“Work with Parks and Recreation to assess the needs and viability for a Youth Commission, including utilization of the existing Youth Advisory Council.”</i>
Board and Commission compensation	To be evaluated	To be evaluated.	Add a goal to Executive to <i>“Study compensation for board and commission members in order to increase representation.”</i>
Swimming Pool	To be evaluated	To be evaluated	Add a goal to Parks and Recreation to <i>“Work with community partners to assess expanded aquatic access in the community.”</i>
Fire Department Staffing	Cost of \$264,492 for the biennium and offset by \$244,057 revenue from Medic 1.	Medic One and General Fund	Three additional FF/P were proposed by Fire Department in order to implement the 4 platoon system. With the completion of the Medic One contract, we need to add the one additional FF/P that is provided by Medic One.
Make Volunteer Coordinator ¾-time	\$50,000 for biennium	General Fund – hourly billing to MPD	Will support additional parks and engagement projects.
Parks Dept Assistant I	\$185,408 for two years	60% MPD/40% Parks (Reduce operational expenses by \$74,163)*	Approve. This position has been filled temporarily through the year. The position was eliminated at the start of the pandemic and restored recreation demand and other activity needs administrative support. If federal reimbursement is achieved for the OTC lunch program, the operational expenses could be restored.

Attachment A

Space Lease	\$27,000 in 2023 and \$30,000 in 2024 along with \$5,000 for move in costs in 2023.	Although programmed in Engineering (GF), the costs would be distributed to the applicable staff. It may be that Water Resources is the department that occupies leased space, at least until the O&M facility is built.	Approve. Program funding from Engineering and re-allocate to utilities if applicable later.
Police Tasers	Spending \$90,000 in 2022 in order to get a better price.	General Fund – Police Special Funds	Will decrease EFB/BFB by \$90,000 and budgeted amount to reflect transfer of expenditure from next biennium. No net impact on City finances.

*001.09.574.200.33.00

Storm Utility

Restore Professional Services Funds	\$125,000/year X 2	Storm Water Utility	Approve	
-------------------------------------	--------------------	---------------------	---------	--

Facility Reserve

Golf Pump Replacement	\$40,000	Facility Reserve	Approve	
-----------------------	----------	------------------	---------	--

CITY OF TUMWATER

Proposed Budget

2023-2024

FUNDS BY TYPE	Beginning Fund Balance	Revenues	Total Resources	Expenditures	Ending Fund Balance	Proposed Budget
General Government Funds						
001 General Fund	\$ 17,522,810	\$ 72,635,828	\$ 90,158,638	\$ 80,385,045	\$ 9,773,593	\$ 90,158,638
002 Public Safety Reserve	1,715,272	3,950,200	5,665,472	3,671,000	1,994,472	5,665,472
007 Permit Reserve	504,293	205,000	709,293	-	709,293	709,293
008 Emergency Reserve	1,421,208	631,500	2,052,708	-	2,052,708	2,052,708
009 Facilities Reserve Fund	1,961,699	7,700	1,969,399	771,000	1,198,399	1,969,399
012 Recreation Special Programs	90,214	70,000	160,214	104,300	55,914	160,214
015 Parks Board	114,254	40,000	154,254	40,000	114,254	154,254
016 E-Link & Fiberoptics	728,302	114,000	842,302	375,000	467,302	842,302
017 Historical Commission	59,390	20,000	79,390	-	79,390	79,390
018 K-9	8,274	100	8,374	6,000	2,374	8,374
019 US Flag Recognition	13,661	50	13,711	1,000	12,711	13,711
GENERAL GOVERNMENT FUNDS	\$ 24,139,377	\$ 77,674,378	\$ 101,813,755	\$ 85,353,345	\$ 16,460,410	\$ 101,813,755
Special Revenue Funds						
105 Affordable Housing Sales Tax Fund	\$ 63,505	\$ 127,448	\$ 190,953	\$ 127,408	\$ 63,545	\$ 190,953
107 Domestic Violence Prevent Fund	3,638	-	3,638	-	3,638	3,638
108 Drug & Other Seizure Fund	51,022	30	51,052	15,500	35,552	51,052
109 Lodging Tax Fund	579,215	660,300	1,239,515	645,810	593,705	1,239,515
111 Development Fees Fund	15,004,737	5,910,000	20,914,737	10,094,000	10,820,737	20,914,737
120 Barnes Lake Mgmt Dist. Fund	46,534	39,112	85,646	54,675	30,971	85,646
130 Transportation Benefit District	5,677,155	4,471,000	10,148,155	9,173,990	974,165	10,148,155
Debt Service Fund						
200 General Obligation Debt Service Fun	\$ 81,259	\$ 399,600	\$ 480,859	\$ 391,490	\$ 89,369	\$ 480,859
Capital Project Funds						
303 General Government CFP Fund	\$ 1,578,974	\$ 18,407,500	\$ 19,986,474	\$ 19,200,087	\$ 786,387	\$ 19,986,474
304 Transportation CFP Fund	12,090,046	26,972,600	39,062,646	35,285,000	3,777,646	39,062,646
Proprietary Funds						
400 Water Utility Fund	\$ 12,964,999	\$ 15,249,203	28,214,202	\$ 13,691,258	\$ 14,522,944	\$ 28,214,202
401 Sewer Utility Fund	17,022,441	21,006,820	38,029,261	21,300,447	16,728,814	\$ 38,029,261
411 Storm Utility Fund	9,931,268	10,110,112	20,041,380	8,079,632	11,961,748	\$ 20,041,380
480 Golf Course Fund	1,626,788	4,996,425	6,623,213	4,994,852	1,628,361	\$ 6,623,213
Internal Service Funds						
501 Fleet ER & R Fund	\$ 3,351,267	\$ 4,869,144	\$ 8,220,411	\$ 5,767,025	\$ 2,453,386	\$ 8,220,411
502 IT ER & R Fund	\$ 2,284,614	\$ 3,074,420	\$ 5,359,034	\$ 3,687,209	\$ 1,671,825	\$ 5,359,034
CITY-WIDE TOTALS	\$ 106,496,839	\$ 193,968,092	\$ 300,464,931	\$ 217,861,728	\$ 82,603,203	\$ 300,464,931

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: October 18, 2022
 SUBJECT: Ordinance No. O2022-023, Suspending Annual Comprehensive Plan Amendments

1) Recommended Action:

Approve Ordinance No. O2022-023, suspending the annual comprehensive plan amendments through June 30, 2025.

2) Background:

In accordance with RCW 36.70A.130, the City must periodically review, and if needed, revise its Comprehensive Plan and development regulations every ten years to ensure compliance with the Washington State Growth Management Act. The City must complete the current periodic update on or before June 30, 2025.

Pursuant to RCW 36.70A.130 and TMC 18.60.025(A)(2), proposed map and text amendments to the City's Comprehensive Plan and corresponding rezones are only considered once per calendar year. Individuals and agencies may submit applications for Comprehensive Plan amendments on an annual basis by a date set by the City Council, generally before the first Monday in December for the following year.

The periodic update of the Comprehensive Plan will commence in 2022 using a phased, multiyear approach, and involving a multidisciplinary team spanning all City departments. Accepting proposals for annual Comprehensive Plan amendments may be in conflict with and complicate the periodic update and divert limited resources from the periodic update. In lieu of the annual amendment process, amendment requests may be incorporated into the periodic update and considered together with other proposed changes to the Comprehensive Plan.

The General Government Committee discussed the ordinance at their October 12, 2022 meeting.

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.

GOAL LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

4) Alternatives:

- ☐ Modify Ordinance No. O2022-023 and approve
 - ☐ Continue discussion of Ordinance No. O2022-023 at a future worksession
-

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

A. Ordinance No. O2022-023

ORDINANCE NO. O2022-023

AN ORDINANCE of the City Council of the City of Tumwater, Washington, suspending TMC 18.60.010(B)(3), TMC 18.60.010(C)(3), and TMC 18.60.010(D)(3) related to acceptance of annual Comprehensive Plan amendment applications during the state required periodic update of the Comprehensive Plan.

WHEREAS, in accordance with RCW 36.70A.130, the City of Tumwater must periodically review, and if needed, revise its Comprehensive Plan and development regulations every ten years to ensure compliance with the Washington State Growth Management Act; and

WHEREAS, in accordance with RCW 36.70A.130(5), the City of Tumwater must complete the periodic update on or before June 30, 2025; and

WHEREAS, in accordance with TMC 18.60.010, individuals and agencies may submit applications for Tumwater Comprehensive Plan amendments on an annual basis by a date set by the City Council, generally before the first Monday in December for the following year; and

WHEREAS, the periodic update of the Tumwater Comprehensive Plan will commence in 2022 using a phased, multiyear approach, and involving a multidisciplinary team spanning all City departments; and

WHEREAS, accepting proposals for annual Comprehensive Plan amendments may be in conflict with and complicate the periodic update and divert limited resources from the periodic update; and

WHEREAS, in lieu of the annual amendment process, amendment requests may be incorporated into the periodic update and considered together with other proposed changes to the Tumwater Comprehensive Plan; and

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

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

WHEREAS, the City of Tumwater has adopted a Comprehensive Plan, in accordance with the GMA; and

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

WHEREAS, the General Government Committee held a briefing on this Ordinance on October 12, 2022; and

WHEREAS, the City Council considered this Ordinance October 18, 2022; and

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

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

Section 1. Specific Action Approved. TMC 18.60.010(B)(3), TMC 18.60.010(C)(3), and TMC 18.60.010(D)(3) are hereby suspended beginning October 1, 2022 until June 30, 2025. Proposals for annual Tumwater Comprehensive Plan amendments, as set forth in TMC 18.60.010, shall not be accepted during the periodic update of the Tumwater Comprehensive Plan, November 20, 2022 through June 30, 2025.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this ____ day of _____, 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
 FROM: John Doan, City Administrator
 DATE: October 18, 2022
 SUBJECT: Capitol Lake - Deschutes Estuary Memorandum of Understanding for Governance and Funding of a Restored Estuary

1) Recommended Action:

Approve and authorize the Mayor to sign the proposed Memorandum of Understanding with the State of Washington, Squaxin Island Tribe, Thurston County, City of Olympia, LOTT Clean Water Alliance, and Port of Olympia for governance and funding of a restored estuary establishing the mutual commitments to the project, including funding through 2050.

2) Background:

Long-term management strategies and actions are needed to address issues in the Capitol Lake – Deschutes Estuary project area. In June 2021, the Department of Enterprise Services released a Draft Environmental Impact Statement addressing the options for long-term management. They have identified the likely preferred alternative to be restoration of the estuary. The direction from the Legislature in approving this project was to develop a system for local entities to share in the costs of the project. The Funding and Governance Work Group has been developing a proposal to achieve that requirement.

In a July Worksession, staff from the State and the consultants provided an update on the project including the conceptual approach to how the State and local entities (Tumwater, Olympia, Port, LOTT, Tribe, and County) could be involved in paying for it. Additional information about the project is available at <https://capitollakedeschutesestuaryeis.org>. A subsequent Worksession on September 13th presented a conceptual formula for the City's contribution utilizing utility tax. The attached MOU is in the final form. Its completion is vital to demonstrating the local participation in the project to the State Legislature and leveraging the State funds for construction. The MOU was presented at the October 11, 2022 Worksession. This MOU would eventually be followed by a binding interlocal agreement.

Since the September draft, the City's estimated contribution in 2022 has increased from \$2,768,000 to \$2,865,000 to help account for maintenance dredging at Percival Landing and the Port Plaza.

3) Policy Support:

2021-2026 Strategic Priority: Be a Leader in Environmental Sustainability

4) Alternatives:

- ☐ Do not approve the Memorandum of Understanding.
- ☐ Some other course of action.

5) Fiscal Notes:

Based on this preliminary agreement and the projected costs, the City's projected total contribution in 2022 dollars is \$2,865,000 through 2050. With estimated cost escalation, it is approximately \$5,000,000. To fund this, staff is proposing a projected increase to the City's Stormwater Utility of 0.5%/year in years 2023-2026, 1.0%/year in 2027-2030, 0.5%/year in 2031-2036, and 0.5%/year in each even numbered year in each year thereafter until 2050, the final year under this MOU. On a standard stormwater bill of \$13.02 in 2022, this would be an increase of \$0.65. The City will need to monitor the cost obligations, revenue, and the effectiveness of this approach and adjust the numbers up or down over time to ensure sufficient resources. The only other funding source is the General Fund which does not have the resources to make this contribution.

6) Attachments:

- A. Capitol Lake Deschutes Estuary Memorandum of Understanding for Governance and Funding of a Restored Estuary

CAPITOL LAKE – DESCHUTES ESTUARY

MEMORANDUM OF UNDERSTANDING FOR GOVERNANCE AND FUNDING OF A RESTORED ESTUARY

Introduction

In 2018, the Washington State Department of Enterprise Services (DES) began a process to prepare an Environmental Impact Statement (EIS) to evaluate the potential impacts and benefits of long-term management alternatives for the Capitol Lake – Deschutes Estuary. This process included an effort to evaluate conceptual options for shared funding and governance of a future management plan, in accordance with Engrossed Substitute House Bill 2380. In 2022, DES identified the Estuary Alternative as the long-term management plan that would best meet project goals. This decision was made following careful consideration of a broad range of technical analyses conducted for the EIS, by soliciting feedback from key stakeholders, and after reviewing public comments.

Estuary restoration will complement other efforts among state, tribal, and local governments, public entities, and private organizations to restore the Deschutes River watershed and improve the health of Budd Inlet.

To explore and develop long-term management options for the Capitol Lake – Deschutes Estuary, a Funding and Governance Work Group (FGWG) was created with the following members (FGWG Members), each of which appointed a representative:

- State of Washington, Department of Enterprise Services
- State of Washington, Department of Natural Resources
- Squaxin Island Tribe
- Thurston County
- City of Olympia
- City of Tumwater
- LOTT Clean Water Alliance
- Port of Olympia

The FGWG Members have reached preliminary consensus on a range of topics as outlined in this Memorandum of Understanding (MOU). This MOU is not a binding agreement among the FGWG Members. Instead, it is a description of the progress made to date toward a potential binding agreement, documenting areas of broad conceptual agreement, describing remaining issues, and indicating the shared commitment to good faith discussion to reach agreement on the remaining issues.

The FGWG Members intend to work to develop an Interlocal Agreement (ILA) that will govern long-term management of the restored estuary. Any ILA will require the approval of each FGWG Member's governing body or administrative head and no ILA will be binding on a FGWG Member until approval is obtained and the ILA is duly executed. Any reference in this MOU to an ILA, an "agreement," or similar words or phrases refers only to a conceptual, tentative agreement regarding a potential ILA by the FGWG Member representatives, who are not authorized to bind their respective entities. Similarly, any reference in this MOU to specific terms or provisions in a future ILA refers only to terms or provisions that will be discussed for possible inclusion in a potential ILA, and does not

indicate any FGWG Member's agreement to the specific provisions or agreement to an overall ILA.

Background¹

What is now known as Capitol Lake was originally the southern portion of the Deschutes Estuary, where freshwater from the Deschutes River mixed with saltwater from Budd Inlet over extensive tidal flats. Between 1949 and 1951, the State of Washington constructed a dam at 5th Avenue in Olympia. The 5th Avenue Dam blocked saltwater from Budd Inlet and transformed the area upstream of the dam into Capitol Lake, a 260-acre freshwater lake fed by the Deschutes River. Capitol campus planners intended Capitol Lake to be part of the Washington State Capitol Campus, and it was designated a resource of the Capitol Campus under RCW 43.34.090 and RCW 79.24.710. The waterbody, together with the parks and trails that surround it, remains an important visual and recreational resource for the community. Enterprise Services (to include predecessor agencies) has had the responsibility to manage Capitol Lake throughout the lake's existence.

The Deschutes River and Percival Creek deposit an estimated 35,000 cubic yards of sediment into the Capitol Lake basin each year. Before construction of the 5th Avenue Dam, much of this sediment was deposited in Budd Inlet; after construction of the dam, the vast majority of this sediment settled out in Capitol Lake. Over time, the sediment captured upstream of the 5th Avenue Dam has accumulated up to 13 feet deep in some places – shallowing the lake, visibly altering conditions, and impacting ecological functions.

Capitol Lake historically has violated water quality standards and is a focus of state and federal water quality improvement planning. Water quality monitoring began in the 1970s, and by 1985, the Thurston County Health Department permanently closed the historic swimming beach in Capitol Lake due to water quality impairments.

The presence and persistence of invasive species in Capitol Lake has also complicated its management. Since the 1980s, the State of Washington (State) has employed a variety of strategies to address invasive species, but today more than a dozen different plant and animal invasive species are present. In response to finding the New Zealand mudsnail in Capitol Lake in 2009, the State officially closed Capitol Lake to all active public use.

For more than 50 years, public and private entities have attempted to address environmental concerns regarding the Capitol Lake – Deschutes Estuary. For a wide variety of reasons, these efforts have been unsuccessful or stalled. All FGWG Members agree that action must be taken to better manage this resource.

DES released the Draft EIS in mid-2021 and identified the Estuary Alternative as the likely preferred alternative in early 2022. Shortly afterwards, FGWG Members began exploring

¹ This background is only intended to be a summary. A more complete discussion of project background, project elements, and the technical analyses that describe impacts and benefits of a long-term management plan can be found in the Final EIS and supporting materials, which can be accessed through the following links: [Capitol Lake – Deschutes Estuary EIS - Home \(capitollakedeschutesestuaryeis.org\)](https://capitollakedeschutesestuaryeis.org/); <https://des.wa.gov/about/projects-initiatives/capitol-lake/long-term-planning-capitol-lake-deschutes-estuary>

ways to fund and govern the likely preferred alternative consistent with guiding principles established by the FGWG Members.

The areas of agreement outlined within this MOU are based on the guiding principles the FGWG Members identified in 2016 to support this process, which are as follows:

1. Dedicated and secure funding sources
2. Those who contribute to the problem should participate in funding or paying for the solution
3. Those who benefit from the solution should participate in funding or paying for the solution
4. Shared distribution of costs
5. State participation
6. Watershed-wide in scale
7. Manageable governance
8. Commitment to a long-term collaborative process
9. Adequately resourced administration
10. Support the goals and objectives of the long-term management plan and the future of the overall watershed

From these guiding principles, the FGWG Members tentatively agreed upon a two-part structure for implementing and funding the preferred alternative:²

- The State should be primarily responsible for funding the capital costs of design, permitting, and construction of a preferred alternative. This responsibility reflects the State's role in creating the current conditions.
- After construction is complete, FGWG Members will share in administering, funding, and maintaining the Estuary Alternative for the term of the potential ILA. This shared responsibility reflects FGWG Members' desire for a long-term solution and recognition that the preferred alternative appears to provide significant benefits to FGWG Members and the broader community.

FGWG Members recognize that after construction of the Estuary Alternative, continued governance of the project and funding of sediment management in West Bay, will contribute to the health of Budd Inlet and the Deschutes River watershed and will help maintain a working waterfront and recreational boating. Maintaining a working waterfront and supporting infrastructure of recreational boating contributes to a dynamic, vibrant community and will produce and sustain public revenue, support employment opportunities, and create public amenities that benefit all community members.

² The Managed Lake and Hybrid Alternatives identified in the Draft EIS lacked sufficient support among FGWG Members to warrant further development of governance and funding models. As a result, if either of these alternatives were selected, long-term administration, funding, and maintenance would be expected to remain State responsibilities.

Conceptual Agreement

The FGWG Members conceptually agree on the following issues:

1. Conceptual Overview

Construction and management of the Estuary Alternative will include the following elements and assumptions, which are described in more detail in sections that follow:

- The FGWG Members intend to execute an ILA (or ILAs) governing implementation and long-term funding and governance of the Estuary Alternative.
- DES intends to submit a capital request to fund design and permitting of the Estuary Alternative to the State Legislature for the 2023 legislative session.
- The State will administer and fund initial estuary restoration. DES intends to pursue funding from the State Legislature and other sources and intends to construct the Estuary Alternative.
- DES will transfer specific physical assets and/or long-term management responsibilities of those assets to individual FGWG Members after construction.
- As a separate project, known sediment contamination in lower Budd Inlet will be remediated. The Port of Olympia is expected to lead this remediation, which is expected to occur prior to removal of the 5th Avenue Dam.

2. Project Elements

a) Pre-Project Conditions

Prior to and separate from construction of the Estuary Alternative, known sediment contamination in lower Budd Inlet will be remediated to conditions satisfactory to the Washington State Department of Ecology and the US Army Corps of Engineers. The Port of Olympia is expected to lead and manage this effort, with the State of Washington providing funding, in part. The Port of Olympia is currently targeting the late 2020s for remedial action throughout lower Budd Inlet. The 5th Avenue Dam will not be removed until this work is complete to help ensure that the Port of Olympia-led remediation and DES-led estuary construction do not interfere with each other and, to the extent feasible, complement each other.

b) Appropriations for Design, Permitting, and Construction

DES intends to submit a capital request to the State Legislature to fund the design and permitting of the Estuary Alternative in the 2023 biennial budget. If funding is secured, the estimated 3- to 5-year design and permitting process could begin in mid-2023. The State, acting through DES or a designee, will manage and have authority over design and permitting. During the design and permitting process, DES (or designee) will coordinate with the City of Olympia and City of Tumwater on design of the 5th Avenue Bridge and South Basin boardwalks, respectively, to ensure that these physical assets comply with applicable design standards and are acceptable to the receiving FGWG Member, and that the process used to approve design of the asset is acceptable to the receiving FGWG Member.

DES is currently developing a strategy for construction funding, which is likely to rely on funds from a variety of sources, including federal, state, and potentially philanthropic. If funding is secured without delay, construction of the Estuary Alternative could begin in the late 2020s. The State, acting through DES, the Washington State Department of Natural Resources (DNR), or a designee, will manage and have authority over construction, which is estimated to occur over a 7- to 8-year period.

c) Transfer of Assets

DES will convey or transfer certain physical assets to individual FGWG Members after construction is complete. Each transfer will be governed by a separate agreement between DES (or designee) and the receiving Member. Upon transfer of a physical asset, the receiving FGWG Member will have full ownership in perpetuity, to include all maintenance responsibility and risk of loss.

d) Governance Responsibility

A state agency will act as Project Manager to convene and facilitate the FGWG as set forth in a future ILA. DES may transfer governance responsibilities to other state agencies for services required in the course of long-term management for the Estuary Alternative. No other FGWG Members are assuming governance responsibilities.

Table 1. Transfer of Physical Assets and Governance Responsibilities

Receiving Entity	Asset/Governance Responsibility	Time of Transfer
State of Washington	Maintenance of constructed infrastructure to support boating, fishing, recreation in estuary, as needed. Staffing of decontamination stations. Maintenance of Middle Basin boardwalks. Bathymetric surveys, design, permitting, contract management for maintenance dredging outside of federal navigation channel and turning basin and port vessel berths.	Upon construction completion
Squaxin Island Tribe	Participate in implementation of Habitat Enhancement Plan for constructed habitat in the 260-acre basin, formerly Capitol Lake	Upon construction completion
Thurston County	None identified	N/A
City of Olympia	New 5 th Avenue Bridge	Upon construction completion

Receiving Entity	Asset/Governance Responsibility	Time of Transfer
City of Tumwater	South Basin boardwalks	Upon construction completion
LOTT	None identified	N/A
Port of Olympia	Bathymetric surveys, design, permitting, contract management for maintenance dredging in port vessel berths. Lead coordination with USACE on maintenance dredging in federal navigation channel and turning basin.	Upon construction completion

e) Sediment Management

After the State constructs the estuary and transfers physical assets and specific management responsibilities to individual FGWG members, shared long-term responsibilities will focus on sediment management in the West Bay of Budd Inlet. Sediment management is part of the overall project for the benefit of all, as described above.

Sediment management is intended to remove additional sediment that deposits in West Bay under the Estuary Alternative at rates greater than the No Action Alternative (also referred to as “baseline”). Sediment management includes annual bathymetric surveys (at a minimum) in the marinas and marina access areas to evaluate sediment accumulation, contract management (which includes design and permitting), and maintenance dredging (which includes disposal of dredged material). The FGWG Members will collectively fund maintenance dredging. Numerical modeling conducted for the EIS suggests that maintenance dredging to avoid significant impacts³ to navigation from sediment accumulation could be needed in areas of West Bay on an average and approximated frequency of 6 years. The actual rate of sediment accumulation is highly dependent on river flow conditions.

3. ILA Term/Withdrawal

FGWG Members intend to include the following provisions related to the term of a potential ILA and conditions warranting withdrawal:

- The ILA will become effective on the date of the last FGWG Member’s signature.
- The ILA will expire on December 31, 2050, unless some or all FGWG Members agree to renew for an additional term.

³ Significant adverse impacts are defined as: Large vessels accessing the Federal Navigation Channel and Port of Olympia having to wait more than four (4) hours for channel access due to water depth and low tide conditions caused by sediment deposition on more than one consecutive occasion, or more than 10% of anticipated small craft vessels at any single marina unable to access leased moorage due to shallowed water depth caused by sediment deposition.

- Prior to the end of 2045, the Project Manager will convene FGWG Members to determine whether to extend the ILA, and if so, on what terms and with which FGWG Members.
- An FGWG Member may withdraw from the ILA at any time, provided that before withdrawing, (1) the withdrawing FGWG Member provides funds sufficient to satisfy all financial obligations of the withdrawing FGWG Member for the current term of the ILA, and (2) the withdrawing FGWG Member has satisfied all specific performance obligations under the ILA.

4. ILA Renegotiation

If one or more of the following specific events occur, each FGWG Member will have the right to withdraw from or require renegotiation of the terms of the future ILA:

- Washington State Legislature fails to appropriate full funding for construction of the Estuary Alternative.
- Remediation of contaminated sediment in lower Budd Inlet is postponed indefinitely or cannot occur before the removal of the 5th Avenue Dam.
- Projected sediment management costs during the term of the ILA increase above agreed-upon allocation amounts. If sediment management costs increase to a degree that funds will be exhausted prior to the expiration of the initial term of the ILA (expected to be 2050), the Project Manager will reconvene the FGWG to determine an approach that will avoid impacts to navigation through the initial term of the ILA.
 - Note: total planning-level cost estimates and the resulting individual allocations provided in Attachment 1 are stated in 2022 dollars and will be adjusted to include an annual inflationary rate).
- The private marinas fail to provide funding sufficient to meet their obligations under a formal dredging program under the No Action Alternative (i.e., funding sufficient to accomplish baseline dredging).

5. Financing for Sediment Management in West Bay

The FGWG Members have reached conceptual agreement regarding several aspects of funding and finance management for sediment management, as described below:

a) Finance Management

The FGWG Members recognize the need for financial management of funds used for sediment management, including an entity acting to manage such funds and an investment plan that will both protect deposited funds from use by other entities or for other purposes, and provide for a favorable return on investment (to the extent permissible). The FGWG Members will develop a financial plan at the time of ILA formation and seek any necessary authorization from the State Legislature as may be needed.

b) Total Estimated Sediment Management Costs and Payment Allocation

FGWG Members agree that costs for sediment management above those costs associated with dredging of the No Action Alternative (baseline) will be allocated among FGWG Members on a percentage basis, as estimated and set forth in Attachment 1. Acceptance of the allocations set forth in Attachment 1 shall be subject to each Member's approval of a final ILA through its respective legislative and budgetary processes as may be legally required.

c) FGWG Member Deposits and Annual Payments

The Project Manager will notify the FGWG Members when the State has formally appropriated construction funding for estuary construction, and within 90 of each entity receiving such notice, but no earlier than January 1, 2025, each FGWG Member will make an initial deposit with State of Washington. Each FGWG Member's initial deposit will be equal to the FGWG Member's annual payment, which is determined by dividing the FGWG Member's total allocated sediment management costs for the initial term of the ILA by the number of years (partial years count as a full year) remaining in the initial agreement term of the ILA at the time of the deposit. Following the initial deposit, each FGWG Member agrees to make annual payments (determined as above) on or before December 31 of each year, through the end of the agreement term.

d) Annual Payment Adjustments

Calculations of total estimated sediment management costs conservatively assume that removal of the 5th Avenue Dam begins in 2033, which is the earliest that this could occur given the design and permitting process, and other construction activities that are required before dam removal; and this assumes that all funding is secured without delay. The total estimated sediment management costs also assume three dredging events, given the 18-year duration between 2033 and 2050 and the estimated 6-year frequency of maintenance dredging that is based on hydrodynamic and sediment transport numerical modeling conducted for the EIS. If removal of the 5th Avenue Dam is delayed such that there is certainty that fewer than three dredging events are anticipated to occur within the term of the ILA, FGWG Members may adjust total estimated sediment management costs and annual payments.

After each maintenance dredging event, the Project Manager will convene the FGWG to provide FGWG Members with final costs and summary report for the dredging event and for the FGWG Members to consider alterations to the sediment management program and/or to implement other adaptive management practices. Adjustments to total sediment management costs and/or annual payments will trigger the renegotiation rights described in Section 4 only if adjustments cause projected costs to increase above agreed-upon allocations.

If excess funds remain upon the expiration or termination of the ILA and unless otherwise agreed to, each FGWG Member will be entitled to receive a refund of such excess funds based on a pro-rata calculation of the amounts paid.

e) Planning-Level Cost Estimates

FGWG Members have negotiated this MOU using planning-level cost estimates. Civil, environmental, and coastal engineers developed planning-level cost estimates using

costs for similar work on recent projects, hydrodynamic and sediment transport numerical modeling in the EIS that predicts sediment accumulation under the Estuary Alternative, and triggers to initiate dredging events (see footnote 3). Planning-level cost estimates also assume in-water disposal of the dredged sediment, based on current sediment data and a projection that invasive species will not persist in the material to be dredged.

Planning-level cost estimates are in 2022 dollars, are based on conceptual design, and have an accuracy variation of minus 25% to plus 35%, consistent with Class 4 estimates prepared using standards established by the Association for the Advancement of Cost Engineering. The cost estimates are to support planning efforts and include a 15-percent contingency. The higher end of the range (+ 35%) has been used.

The accuracy of planning-level cost estimates will increase as design is further developed. If updated cost estimates are available before FGWG Members begin annual payments, FGWG Members may agree to update the total sediment management costs set forth in Attachment 1.

6. Enforcement

The FGWG Members agree and recognize that this multi-party MOU and the multi-party ILA intended to follow are the result of complex negotiations among individual entities each with individual interests and constituencies, and that the provisions of the MOU and ILA are interdependent and represent a balancing of those individual interests and constituencies. The FGWG Members further agree that the restoration of the Deschutes Estuary and maintenance of a working waterfront and recreational boating will provide each entity with public benefits, but to secure those public benefits, each obligation the FGWG Members will make to each other must be fulfilled. Accordingly, the FGWG Members intend that each FGWG Member will have authority to enforce the obligations under a future ILA of each other FGWG Member, to include requiring specific enforcement of such obligations.

7. Additional Issues Under Discussion

The FGWG Members continue to discuss the following issues:

- FGWG Members have preliminarily agreed to apply an annual inflation increase to each FGWG Member's allocated payment (options are 3% or CPI), subject to further adjustments. Attachment 1 reflects 2022 dollars and does not include this assumption.
- Allocation, documentation, and parties involved in addressing maintenance dredging costs equivalent to the No Action Alternative (baseline dredging).
- The specific FGWG Member or entity to serve as financial manager.

8. Administrative Issues and Commitment

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

This MOU, and the ILA proposed to follow, shall be amended or modified only by written agreement of all FGWG Members.

By signing below, the FGWG Members are not entering into a binding agreement, but are indicating areas of general or conceptual agreement.

The FGWG Members execute this MOU in good faith and commit themselves to continuing discussions for timely execution of the ILA.

Signatures

Tara Smith, Director
Department of Enterprise Services

Date

Hilary Franz, Commissioner of Public Lands
Department of Natural Resources

Date

Kris Peters, Chairman
Squaxin Island Tribe

Date

Steven J. Burney, City Manager
City of Olympia

Date

Mark Barber, City Attorney
City of Olympia

Date

Debbie Sullivan, Mayor
City of Tumwater

Date

Karen Kirkpatrick, City Attorney
City of Tumwater

Date

Mike Strub, Executive Director
LOTT

Date

Lisa Parshley, Board President
LOTT

Date

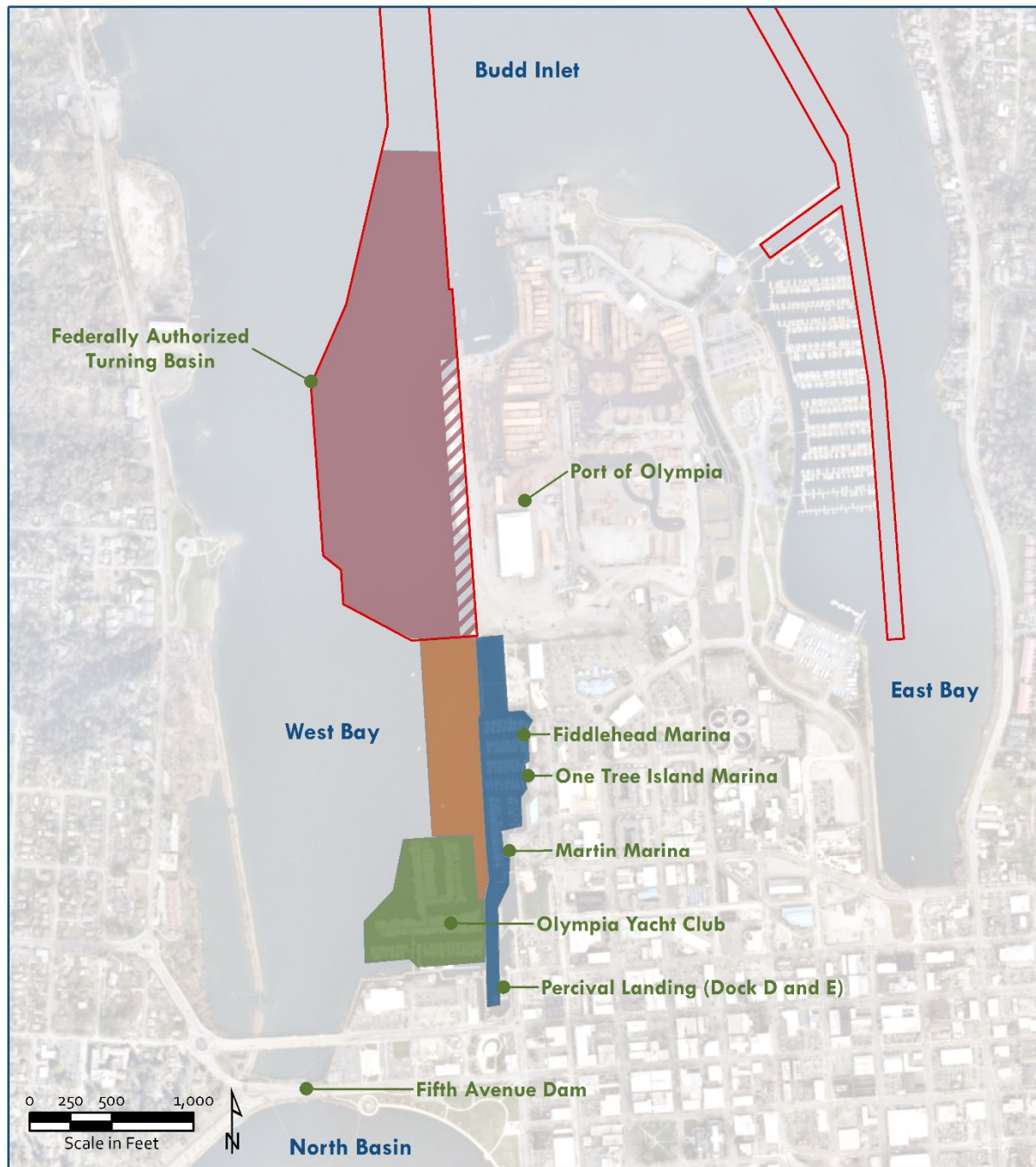
Sam Gibboney, Executive Director
Port of Olympia

Date

Ramiro Chavez, Thurston County Manager
Thurston County

Date

Exhibit 1: Maintenance Dredging Areas



Legend

Olympia Yacht Club	Marina Access Area	Port Vessel Berths (within FNC)
Other Nearby Marinas (and Percival Landing and Port Plaza)	Turning Basin (within FNC)	Federal Navigation Channel (FNC)

Note:

Percival Landing and the Port Plaza have been included in the planning-level cost estimates for maintenance dredging included in Attachment 1. It is assumed that these facilities would be dredged at the same frequency as the "other marinas" shown in blue, and the need would be confirmed by the FGWG. There is no other dredging trigger defined for dredging at the Percival Landing and Port Plaza, and they are not included in the EIS analysis or EIS cost-estimates. They were added to this MOU at the request of the FGWG.

Attachment 1

The values in this table are based on planning-level cost estimates and are provided in 2022 dollars. The allocations and associated cost estimates are provided for the term of the FGWG agreement only – through 2050.

This table of recommended allocations provides and equalizes the recommended allocations for sediment management across the FGWG. It recognizes that: (1) all parties benefit from estuary restoration and/or implementation of the Dredging Program; and (2) that differences in the magnitude of benefits cannot be mathematically derived but that the project would be beneficial to each entity. Importantly, the City of Olympia is shown in an increased capacity from the remaining FGWG members given that the working waterfront and recreational boating infrastructure exists within the city limits and is adjacent to downtown Olympia; and arguably, the City of Olympia may derive the most direct benefits.

Recommended Sediment Management Allocations

Entity ^(i, ii)	Allocation % for Maintenance Dredging of Increased Sediment from Estuary Alternative <i>(above No Action Alternative)</i>	Cost Estimate for Maintenance Dredging Equivalent to No Action Alternative ⁽ⁱⁱⁱ⁾	Cost Estimate for Maintenance Dredging of Increased Sediment from Estuary Alternative <i>(above No Action Alternative)</i> ^(iv)	Total Cost Estimate for Sediment Management <i>(No Action Alternative + Increased Maintenance Dredging from Estuary Alternative)</i>	Estuary Construction + Total Sediment Management	Allocation % Total <i>(Estuary Construction + Sediment Management)</i>
Olympia	~23.1%	\$0	\$4,297,000	\$4,297,000	\$4,297,000	2%
LOTT	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Port	~15.4%	\$362,000	\$2,865,000	\$3,227,000	\$3,227,000	1%
Tumwater	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
Marinas	0.0%	\$5,800,000	\$0	\$5,800,000	\$5,800,000	2%
Thurston County	~15.4%	\$0	\$2,865,000	\$2,865,000	\$2,865,000	1%
State	~15.4%	\$0	\$2,865,000	\$2,865,000	\$249,545,000	92%
Squaxin Island Tribe	0.0%	\$0	\$0	\$0	\$0	0%
	~100.0%	\$6,162,000	\$18,622,000	\$24,784,000	\$271,464,000	100%

Notes:

- i All values included in this table are represented in 2022 dollars and may exhibit rounded values. In the future, an annual inflationary rate (3% or Consumer Price Index equivalent) is to be included by the FGWG in each entities’ annual payment of allocated maintenance dredging funding; those inflation costs are not reflected in this table. All values reflect planning-level cost estimates based on conceptual design (see Section 5.e).
- ii The total cost to manage sediment represented in this table assumes removal of the 5th Avenue Dam occurs in 2033, which is the soonest that phased dam removal could begin – through 2050, which is the end date of the existing agreement. Based on hydrodynamic and sediment transport numerical modeling conducted for the EIS, maintenance dredging is assumed to occur at an approximately 6 year frequency, resulting in an estimated three dredge events in the 18-year duration between 2033 and 2050. These planning level costs reflect these assumed dredging events.

Delays in 5th Avenue Dam removal would reduce the duration within this agreement where sediment conditions in West Bay have changed from existing conditions. If removal of the 5th Avenue Dam is delayed (particularly if the delay is long enough to eliminate an assumed dredge event), the total cost estimates for sediment management provided herein could be adjusted. Potential future adjustments in the total cost of sediment management will be reflected in the total costs allocated to each FGWG member, but not the percentage allocation of each FGWG.

Each FGWG member's annual payment is determined by dividing the member's total allocated sediment management costs for the initial term of the ILA by the number of years (partial years count as a full year) remaining in the initial agreement term of the ILA at the time of the payment's deposit. The number of years used to determine the annual payment is dependent upon the State's formal appropriation of construction funding for the Estuary Alternative construction. Each FGWG member is responsible for its annual allocated costs; however, they may divide over the initial term of the ILA, as is described in Section 5.b, Total Estimated Costs and Payment Allocation, of the ILA. These costs assume that the Port of Olympia has already dredged existing contaminated sediment and has reestablished authorized depths in West Bay. That dredging of contaminated accumulated sediment is not associated with this project, and those costs are not included in the costs represented here. The planned Port of Olympia dredging of contaminated sediments is also expected to allow the future dredged material under the No Action Alternative (and Estuary Alternative) to be disposed of in-water.

The planning-level costs presented herein assume in-water disposal of dredged material. The maintenance dredging costs would significantly increase if dredged material was determined not suitable for in-water disposal.

Bathymetric surveys would be conducted to adjust dredging events to actual environmental conditions (surveys would occur annually, at a minimum). These tables do not include costs for the annual bathymetric surveys. Costs associated with design and permitting (and associated efforts) are not included in these tables either, and they are currently assumed to be an in-kind contribution from the FGWG as outlined in Section 2.d.

2050 is the last year of existing leases with private marinas in West Bay; these estimates align with that timeline and do not speculate about continued maintenance dredging past that time, potential new funding sources or different shared agreements, or potential marina decisions to relocate.

- iii This represents the estimated non-project costs associated with dredging impacted areas of West Bay based on sedimentation rates and patterns modeled for the No Action Alternative, assuming a formal dredging program with the same dredging triggers as defined for the Estuary Alternative. Numerical modeling shows that approximately 65% of the sediment would be dredged from the Federal Navigation Channel and turning basin; funding for that dredging is the responsibility of the U.S. Army Corps of Engineers (USACE). USACE-provided funding (for dredging equivalent to the No Action Alternative, or for increased sediment management under the Estuary Alternative, as described below) has not been included in this table at the request of the FGWG. USACE funding for dredging is a critical component of maintaining navigation in West Bay.

- iv These costs reflect the increased maintenance dredging costs beyond those that would be incurred by others under the No Action Alternative to avoid significant impacts to navigation in West Bay. Dredging in the FNC and turning basin, including additional dredging requirements resulting from the project, is the responsibility of the USACE and those costs are not included herein. Maintenance dredging needs equivalent to the No Action Alternative in impacted areas of West Bay would continue to be the responsibility of the Port of Olympia, private marinas, and the USACE; additional dredging requirements shown in this estimate, resulting from the project, would be the shared responsibility of members of the FGWG.