



**CITY OF  
TUMWATER  
CITY COUNCIL  
MEETING AGENDA**

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

**Tuesday, March 05, 2024  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Women's History Month, March 2024
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council, February 20, 2024
  - [b.](#) Approval of Minutes: City Council Strategic Priority Discussion, February 24, 2024
  - [c.](#) Payment of Vouchers (Finance Department)
  - [d.](#) Resolution No. R2024-006, Surplus Property (Finance Department)
  - [e.](#) Interlocal Agreement with Thurston County, Cities of Lacey & Olympia for 2024 Thurston Climate Mitigation Collaborative Regional Initiatives (Public Works Committee)
  - [f.](#) Grant Agreement with the WA Dept of Commerce for the City Hall Solar plus Storage Feasibility and Design Project (Public Works Committee)
  - [g.](#) Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project (Public Works Committee)
  - [h.](#) Forestland Response Agreement Amendment No. 1 with the Department of Natural Resources (Council Work Session)
- 7. Public Hearings:**
  - [a.](#) Resolution No. R2024-003, Amending the 2024-2029 Six-Year Transportation Improvement Program (Mary Heather Ames)
- 8. Council Considerations:**
  - [a.](#) Resolution No. R2024-001, Hazards Mitigation Plan for the Thurston Region Fourth Edition (Erika Smith-Erickson and Brad Medrud)
  - [b.](#) Agreement with the Department of Ecology for Integrated Planning Grant (Austin Ramirez)

- c. Resolution No. R2024-005, Agreement with the Environmental Protection Agency for Brownfield Assessment Grant (Austin Ramirez)

## **9. Committee Reports**

- a. Public Health and Safety Committee (Peter Agabi)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

## **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.

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

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### **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\\_XYzYQVO1TiGXyMmf\\_ChbZg](https://us02web.zoom.us/webinar/register/WN_XYzYQVO1TiGXyMmf_ChbZg)

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

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

### **Post Meeting**

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

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

### **Accommodations**

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# Proclamation

*WHEREAS*, the City of Tumwater strives to promote a strong and inclusive community that recognizes and celebrates efforts to bring people together for a greater good and highlight the many threads in our fabric that make it strong and whole; and

*WHEREAS*, International Women's Day is celebrated globally on March 8<sup>th</sup> by those who believe in gender equality and who seek to improve the lives of all women, through cultural, legal, economic, and social change; and

*WHEREAS*, in 1987, and each year since, Congress has passed a resolution recognizing March as National Women's History Month. Women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation, and have served our country courageously in the military; and

*WHEREAS*, women are critical to the economic, cultural, and social role in every sphere of life by constituting a significant portion of the labor force working inside and outside of the home. Women have served as leaders in the forefront of every major progressive social change movement, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist, emancipation, industrial labor, civil rights, and peace movements, which create a more fair and just society for all; and

*WHEREAS*, the National Women's History Alliance designates a yearly theme for Women's History Month. The 2024 theme is "Women Who Advocate for Equity, Diversity and Inclusion" and recognizes "women throughout the country who understand that, for a positive future, we need to eliminate bias and discrimination entirely from our lives and institutions."

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

*March 2024*

*National Women's History Month*

and I urge people to take actions against gender bias and inequity and join me in recognizing women's contributions to culture, history and society.

Signed in the City of Tumwater, Washington, and recognized on this 5<sup>th</sup> day of March in the year, two thousand twenty-four.



*Debbie Sullivan*

*Debbie Sullivan*  
Mayor

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

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Engineering Services Manager Bill Lindauer, Communications Manager Ann Cook, and City Clerk Melody Valiant,

**SPECIAL ITEMS:**

**PROCLAMATION:  
AMERICAN RED  
CROSS MONTH,  
MARCH 2024:** Councilmember Dahlhoff read a proclamation declaring March 2024 as *American Red Cross Month*. The proclamation encourages all community members to observe the month of March with relevant programs, ceremonies, and activities, and to support the work of service of the American Red Cross.

Mayor Sullivan presented the proclamation to Kristin Mather, Regional Program Manager, American Red Cross Northwest Region. Ms. Mather thanked the Council for the proclamation recognizing the American Red Cross. American Red Cross responds to more than 60,000 disasters each year or one response every eight minutes to families that have experienced a disaster. Daily, the American Red Cross responds to 170 incidents helping individuals and families cope with disasters. Approximately 40% of the nation's blood supply is donated to the American Red Cross. The American Red Cross accepts 4.5 million blood donations annually. Over 1,500 services are provided to active duty military, their families, and veterans.

**PUBLIC COMMENT:** There were no public comments.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Retreat, January 27, 2024
- b. Approval of Minutes: City Council, February 6, 2024
- c. Payment of Vouchers
- d. Interlocal Agreement with the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3
- e. Interlocal Agreement with the City of Lacey, the City of Olympia, the City of Tenino, City of Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates
- f. 2023-2025 Stormwater Capacity Grant from the Washington Department of Ecology
- g. Israel Road and Linderson Way Pedestrian and Bicycle Improvements Project, Local Agency Federal Aid Prospectus



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**MOTION:** Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the consent calendar as published. The motion carried unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL  
CONSIDERATIONS:**

**SERVICE  
PROVIDER  
AGREEMENT WITH  
RH2 ENGINEERING  
FOR THE  
SOUTHEAST  
WATER RESERVOIR  
DESIGN PHASES I,  
II, AND III:**

Director Smith reported the proposal was presented to the Public Works Committee earlier in the month. The project is one of the largest projects by the Water Utility in many years. The project includes construction of a three-million gallon potable water storage reservoir located in the southeast area of the City. The site selection is based on the last two Water System Plan forecasts of a high level of growth in that area of the City. The reservoir project is similar to existing reservoirs in the City. The City currently has two welded steel standpipe storage tanks and one above ground cement concrete storage tank. The storage tanks contain operational volume or the amount of water pumped between wells, equalization storage to meet peak hour demand during peak seasons, fire suppression for community safety, and emergency storage serving as a buffer. Additionally, the City's Airport Reservoir Tank located near the airport is inactive but houses telecommunications equipment.

The proposed project was originally included in the 2010 Water System Plan based on forecasted modeling accounting for growth and demand on the system. The project was reviewed and resized in the 2021 update of the Water System Plan to a three-million gallon tank. In addition to the new reservoir, a number of new water sources are proposed over the next several years. As the new sources are developed and become operational, a new storage tank is necessary to provide additional capacity to manage the system as it expands.

The City's service area is the urban growth boundary in addition to the City limits. The benefits of the project is increasing potable water storage, increasing the City's ability to serve on a daily basis, and stabilizing water pressure in the 350 zone, which serves as an elevation mark for the City's greatest number of customers.

The City acquired property southeast of 93<sup>rd</sup> Avenue where growth was anticipated to occur in the future. The location was deemed ideal to balance the City's water system.

Councilmember Althausen asked staff to address the possibility of latecomer fees from future development along 93<sup>rd</sup> Avenue to help

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recoup project costs. Director Smith replied that in addition to connection fees assessed for properties connecting to the water main, special fees could be assessed to developing properties adjacent to a water main to assist the City in recouping costs. A City latecomer agreement never expires; however, a developer latecomer agreement expires after 20 years.

Councilmember Cathey asked for additional information surrounding a possible water lease with an industrial user on Port property. Director Smith said any leases would be with the Port of Olympia. The City, as a water provider, provides the water based on whether the City has the capacity to provide water, whether the use is legal, and whether the City can serve the property. As long as the use of water is legal and appropriate and the City has the capacity to serve, the City must provide water service. He is aware of a large industrial user considering locating on Port property; however, staff has not received an application for consideration of service. During the last two updates of the Water System Plan, two one-million gallon a day industrial users were included in the plan. The City plans for growth by expanding capacity, acquiring water rights, and implementing conservation measures to ensure the City can serve future growth.

Councilmember Cathey asked whether the provision of water service considers any environmental impacts caused by a user. Director Smith said environmental impacts are considered during the SEPA review process through application of zoning and the community development process. If the use is located within a legal zone for the particular use, the City's Water Utility has a duty to serve. Any new use in the City is required to complete a permitting review process through the Community Development Department that evaluates the use for impacts such as traffic impacts, park impacts, school impacts, environmental impacts, air, water, and soil quality, and other types of impacts.

Councilmember Cathey asked whether staff consider the impacts to underground water sources. Director Smith explained that when the City applies for a new water right, the City undergoes an extensive process including a mitigation analysis that considers the impacts to aquifers, surface waters, and creeks and rivers. Currently, staff is exploring source development over the next 10 years with the assistance of a consultant to provide a new source of water for the City. Concurrently, staff also explores other conservation programs to save water including recycled water opportunities. The City is located within a closed basin and cannot withdraw water affecting surface water supplies between peak demand periods.

Manager Lindauer reviewed the specifications of the project. The

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project consists of a storage tank, access road, and system upgrades to connect the new water tank to the existing water main on 93rd Avenue. The second phase of the project is creation of a loop water system connecting from 93<sup>rd</sup> Avenue to Old Highway 99 and connecting to segments of water main that have been constructed over time to serve new and existing development. The project completes infill sections on 93<sup>rd</sup> Avenue and Old Highway 99 to create a water loop to tie into the new reservoir. A 16-inch water main will be installed along 93<sup>rd</sup> Avenue constructed from Kimmie Road to the water tower site with a tie to existing segments.

The tank site property is owned by the City, which is located in Thurston County. An easement was granted on privately owned property in 2012 to provide sufficient area to construct a maintenance access road from the tank to 93<sup>rd</sup> Avenue.

The proposal is a Service Provider Agreement with RH2 Engineering, Inc. for the Southeast Water Reservoir Design Phases I, II, and III. The company is very qualified and has completed similar work for other jurisdictions as well as for the City. The company will serve as the prime consultant on the project and will work with several subconsultants to provide permitting and pre-design services, geotechnical work, and completion of a topographic survey.

The project consists of three phases with the first phase involving water tank design, site improvements, construction of the access road, and connecting a water main from the tank to the main line along 93<sup>rd</sup> Avenue. The Phase II scope includes the water main work on 93<sup>rd</sup> Avenue from Kimmie Street to the new reservoir. Phase III work is the installation of a 16-inch water main and connection to existing infrastructure on Old Highway 99 from 93<sup>rd</sup> Avenue. The project was phased to provide the ability to work on specific phases when funding becomes available. All three phases must be completed in order for the entire system to function; however, it is possible to install the water tank and connect the tank to the water main along 93<sup>rd</sup> Avenue and delay connection along Old Highway 99 until funding becomes available.

The scope of work for the service provider agreement includes a survey component, hydraulic modeling of the water tank to identify affects of pressure and storage capacities within the water system, a preliminary design component to enable value engineering to determine the water tank type to achieve greater savings, geotech investigation and recommendations, permitting through Thurston County, pocket gopher study, and a cultural resources review. A number of permits are required for the project. The water tank design includes the structural components and an outbuilding for mechanical

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devices. The agreement includes construction support service during construction of the project. The design schedule requires approximately 12 months to complete by early 2025. Total consultant fees are \$1,658,845.00 allocated between the three phases of the project.

Director Smith said the project was first scoped in 2010. At that time, the project was projected to cost approximately \$9 million for the reservoir. The cost today has increased substantially to more than \$30 million to construct the entire project. As the project includes the installation of 12,000 feet of water main and construction of a three-million gallon reservoir, staff identified a 20/80 funding scenario with funds from operating income (water rates) to fund the design components (20%) and 80% for construction from growth funding sources. Staff recommends considering loans or bonds to support the project. Current ratepayers should not necessarily support the large financial burden that will benefit new customers. The City currently is not encumbered with any debt in any of the utility accounts. No debt funding options have been solidified at this time.

Director Smith reported the Public Works Committee reviewed the proposal and recommends the City Council authorize the Mayor to sign the Service Provider Agreement with RH2 Engineering for the Southeast Water Reservoir Design Phases I, II, and III.

Councilmember Cathey asked whether the property is owned by the City. Director Smith affirmed the property is owned by the City. Councilmember Cathey inquired as to the location of the property with respect to its location within an urban forest. Director Smith clarified that the City owns the site for the reservoir as well as the easement for the access road from the reservoir to 93<sup>rd</sup> Avenue. The City does not own surrounding property outside of the roadway easement. The project site is located on the south side of 93<sup>rd</sup> Avenue.

Councilmember Cathey cited a prior question about the removal of trees and any mitigation for the loss of trees as the area is heavily forested. Director Smith replied that the site of the reservoir has been used for grazing cattle. A number of trees are located within the easement area; however, the topography of the site only enables a specific alignment of the access road. The City will complete a permitting process with the county and would be required to identify trees slated for removal and mitigation measures.

Councilmember Dahlhoff said that she is unaware of the county requirements for mitigating the loss of trees in terms of species and size. She asked whether it is possible for the City to impose additional measures if the county requirements are less stringent to align with

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City requirements. Director Smith advised of the need to follow-up with staff to ascertain any differences in permitting requirements between the City and Thurston County. If a difference exists, the Council could direct additional actions.

Councilmember Cathey asked whether new customers would pay higher rates than current customers. Director Smith said the equation actually is the increase of rates, which the City prefers not to substantially increase to cover the cost of the project. The Water Utility would increase rates incrementally over time. Existing ratepayers would pay less in rates with new customers paying a higher rate and connection fees or assessments for the installation of the main lines. The concept of growth paying for growth considers rates, which will increase to some degree to account for increased costs and inflation. However if the City determined a rate increase of 30% would be necessary to cover the cost of the project, the City would actually raise rates by 3% annually over the next 10 years to cover the project cost. New customers would pay a higher rate than an existing ratepayer would pay.

Councilmember Swarthout asked whether the design process includes a survey of existing trees to determine age and species of trees. Director Smith responded that the preliminary surveys to identify current conditions and the totality of the permitted development would include some general classifications of existing trees in terms of diameter and location of larger stands to identify mitigation measures if some trees are removed for the access road.

Manager Lindauer added that the easement area would be flagged and defined for surveying. During the surveying process, trees are measured and identified. Staff will have information in terms of what trees might be impacted. The easement for the road is 40 feet wide with the additional width due to sloping conditions on the property. The location is difficult to access straight from 93<sup>rd</sup> Avenue to the project site due to the topography of the area.

In response to questions about the proposed action, Director Smith explained that approval of the request would authorize staff to move forward with the design and permitting of the facility with opportunities to brief the Council during the course of the design and the status of progress. Following completion of design, permitting will be completed by the City, Thurston County, and the Washington State Department of Health. Following approval of all permitting processes, staff would be ready to release bids for construction of the project. The next Council action would be authorizing staff to solicit bids and authorizing the City to contract with the lowest responsible bidder.

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City Administrator Parks added that the Council would need to authorize any debt issued to move forward with any funding, as well as authorize the solicitation of bids and negotiating a contract.

Councilmember Cathey commented that it appears the Council's approval of the proposed action would essentially equate to approval of the project in light of the questions by the Council. Director Smith explained that the request is approval to move forward with design and permitting. As previously noted, the Council would receive briefings throughout the process on progress, but it would be difficult to move forward with design or permitting and respond to some of the questions and concerns without moving through the design phase.

Councilmember Cathey commented that the process is frustrating as there are many outstanding questions while the process proceeds through design. She questioned the extent of control by the Council over development in similar situations or in balancing environmental and other concerns.

Councilmember Althausser acknowledged the comments and characterized the action as establishing a path to proceed; however, in terms of the some of the concerns, staff has conveyed that it is impossible to provide the answers until due diligence of design is completed, which requires the expenditure of funds. It is difficult to identify the impact of the road until the road has been designed. The action authorizes staff to move forward during the next 12 months to scope those issues and other issues followed by presentations on the final design, environmental impacts, road design, and other project details unknown at this time because of the lack of a design.

Director Smith added that the package would be presented to the Council for approval to submit to the Department of Health for approval. Concurrently, staff will begin work on the funding package with construction moving forward only after all approvals are obtained and funding has been identified.

Councilmember Althausser commented on the importance of the project in the future. The Public Works Committee recognized the magnitude of the project and recommended placing the proposal for Council consideration rather than as a consent calendar item to discuss the project during a public meeting and afford a more thorough discussion by the Council.

Councilmember Jefferson recommended receiving periodic updates on the project every quarter or every six months.

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**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve and authorize the Mayor to sign the Service Provider Agreement with RH2 Engineering, Inc., for the Southeast Water Reservoir Design Phases I, II, and III. This agreement was recommended for consideration at the February 6, 2024 Public Works Committee meeting. A voice vote approved the motion. Councilmember Cathey opposed the motion.**

**THURSTON  
COUNTY OPIOID  
ABATEMENT  
COUNCIL  
INDEPENDENT  
SUBCOMMITTEE –  
UPDATE:**

City Administrator Parks provided an update on progress for implementing the Thurston County Opioid Abatement Council Independent Subcommittee.

In April 2022, the City Council authorized the Mayor to sign One Washington Memorandum of Understanding (MOU) to include the City of Tumwater as a participant. The memorandum outlines how the opioid lawsuit funds are allocated to jurisdictions in the state that participate in the MOU.

In March 2023, the National Opioid Settlement Allocation Agreement #2 was authorized for participation by the City of Tumwater, which incorporated the settlements reached by the State of Washington with Walmart, Teva, Allergan, CVS, and Walgreens.

In July 2023, two partner interlocal agreements were signed. One agreement formed the Cascade Pacific Action Alliance Regional Organization as authorized and required by the One Washington MOU. The second agreement is the Thurston County and Cities Independent Subcommittee Interlocal Agreement. The first agreement includes Cowlitz, Lewis, Grays Harbor, Mason, Thurston, and Wahkiakum Counties and establishes the regional opioid abatement council for the Cascade Pacific Action Alliance Regional Organization and delegates local authority for each county in the organization to form an independent Opioid Abatement Council.

The Thurston County Interlocal Agreement specifically defines the duties of the Thurston County Opioid Abatement Council. Participating jurisdictions are to appoint an elected official to serve on the Abatement Council. The primary responsibility of the Abatement Council is to ensure the funds are used consistent with One Washington requirements.

Staff has been working on details for how the Thurston County Opioid Abatement Council will operate and its formation. Mayors and councils have been working through processes for appointing members for their respective jurisdiction. Mayor Sullivan appointed Councilmember Dahlhoff to serve as the City of Tumwater's representative.



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Since 2022 and continuing to summer 2023, several discussions have been held at the executive staff level about the benefits of potentially pooling each jurisdiction's settlement amount. One option is whether pooling might create some benefits for the region, which could lead to more effective implementation of the One Washington Plan in Thurston County or maximize the impact on the opioid epidemic. Conversations were held on the process if resources were pooled as well as how the Abatement Council might operate similar to the Regional Housing Council if funds were pooled.

At this time, the Abatement Council is scheduled to convene and would be supported primarily by Thurston County staff. The likely first task is learning about the specific parameters for utilizing the funds, which are controlled by the One Washington MOU and One Washington Plan, as well as discuss the option of pooling resources. Should the parties agree to pool resources, the interlocal agreement would be amended to authorize the action.

City Administrator Parks said not all jurisdictions have finalized their respective appointments as each council has a different process.

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**  
*Peter Agabi*

The February 13, 2024 meeting was cancelled. The next meeting on March 12, 2024 at 8 a.m. includes briefings on Fire Mobilization Interagency Agreement and Non-represented Employee Physical Fitness Incentive.

**GENERAL  
GOVERNMENT:**  
*Michael Althausen*

The committee met on February 14, 2024. Members received briefings and updates on a Interlocal Agreement between the City of Lacey, the City of Olympia, the City of Tenino, the City of Tumwater, City Yelm, Thurston County, and Thurston Regional Planning Council to Support Housing Element Updates, a 2025 Comprehensive Plan Periodic Update on community outreach, and a briefing on an Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3.

**PUBLIC WORKS:**  
*Eileen Swarthout*

The next meeting is scheduled on Thursday, February 22, 2024 at 8 a.m. to consider an Interlocal Agreement Between Thurston County, Cities of Lacey, Olympia, & Tumwater 2024 Thurston Climate Mitigation Collaborative Regional Initiatives, a Grant Agreement with the Washington Department of Commerce for the City Hall Solar plus Storage Feasibility and Design Project, a Grant Agreement with the Washington Department of Commerce for the Tumwater Library

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Solar plus Storage Feasibility and Design Project, a review of the Barnes Lake Management District (BLMD) 2024 Budget and Work Plan, and an amendment to the 2024-2029 Six-Year Transportation Improvement Program.

**BUDGET AND  
FINANCE:  
Debbie Sullivan**

There was no meeting and no report.

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

City Administrator Parks reported on the Community Conversation event with the community to discuss the proposed Parks ordinance amendments. Over 100 community members attended with many conveying concerns about the potential implications if the Parks ordinance amendments were adopted as proposed. Staff was able to share some accurate information and clarified information about the proposed amendments. Staff received much feedback as well as many questions that were addressed by City directors and other staff members. Staff is compiling the input received to help form the recommendation on the proposed amendments for the Council's consideration. A work session with the Council will be scheduled to review community input followed by a Council meeting for considering action on a Parks ordinance.

On February 13, 2024, the Tumwater Youth Performing Showcase was held at the Washington Center for Performing Arts. The event was the first time the Tumwater School District and the City of Tumwater joined together to showcase over 560 performing arts students to a sold-out crowd of nearly 1,000 people. The two-hour showcase featured elementary, middle, and high school students. Many of the performances by students were from different schools performing together. At the end of Act 1, 250 elementary, middle, and high school students performed *We are the World*.

The Council's Strategic Priorities Retreat is scheduled on Saturday, February 24, 2024 from 8:30 a.m. to 4:00 p.m. at the Mountain View Church.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority Board meeting on February 7, 2024. Members were introduced to the new operator class of 2024. The Authority elected its chair and assigned new members to the Authority. Members reviewed the process for assessing the General Manager. The next meeting is scheduled on Wednesday, February 21, 2024.

Mayor Sullivan attended the Thurston Chamber of Commerce. Members received a presentation from a representative from the American Red Cross.

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Mayor Sullivan plans to attend the February 22, 2024 Association of Washington Cities Mayors Exchange serving as host in addition to the mayors of the City of Olympia and City of Lacey. She is conducting a tour of the City's Brewery District for mayors in the state attending the conference.

**COUNCILMEMBER  
REPORTS:**

***Eileen Swarthout:*** There were no meetings and no report.

***Michael Althausen:*** The next meeting of the Regional Housing Council is scheduled on February 28, 2024.

***Leatta Dahlhoff:*** Councilmember Dahlhoff attended the Thurston County Opioid Response Task Force meeting and Thurston County 911 Communications meeting. Members completed an evaluation of the Director, Wendy Hill. Councilmember Dahlhoff attended the Community Conversation representing the Council.

***Peter Agabi:*** Councilmember Agabi reported on his recent police ride-along with Tumwater Police Officer Peter Navarro. Of particular interest was the number of incidents of mail theft and dumping of mail.

At the February 12, 2024 meeting of the Joint Animal Services Commission, members elected officers. Councilmember Agabi was elected as Vice Chair. Members reviewed shelter statistics for 2022. During 2023, the shelter experienced a significant number of assistance calls from City of Tumwater residents. He cited a new program the shelter is offering in July 2024.

At the last meeting of the Transportation Policy Board, members elected officers and received a presentation from a representative from Puget Sound Energy on the company's recent energy saving efforts in Thurston County.

***Angela Jefferson:*** At the last meeting of Olympia and Beyond, members reviewed the results of the visioning workshop facilitated by a professional funded by a grant from Pacific Mountain. Members plan to utilize the report to finalize the organization's destination master plan during its Board retreat on June 18, 2024 at Olympia Country Club.

Councilmember Jefferson reported on the status of senior homelessness. During the last several weeks, she met with three non-profits to discuss rental assistance and the increase of homelessness among seniors, which is the fastest growing group of homeless people.

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Many of the homeless on the streets are seniors. Many seniors are cooking in City parks and many are living with their pets in the parks during the day. She personally has witnessed an increase in number of seniors with no housing. She spoke to several agency directors and encouraged them to apply for Tumwater's CDBG funding. She asked them how the City could partner to help solve problems as seniors need help today. Many of the directors shared that the issue is the lack of funds. She shared that she reviewed different options for assisting seniors with housing costs. She shared a story of an 80-year hold woman receiving voucher assistance. Many seniors are living in their cars and many cannot afford food. She encouraged local non-profits to spread the word about the need for help from the state and federal government, as local budgets are limited.

***Kelly Von Holtz:***

Councilmember Von Holtz participated in tour of the Thurston Chamber of Commerce with other newly elected officials from the City of Olympia and City of Lacey. The Chamber provided information on several programs including Leadership Thurston County Youth, which is scheduled at New Market School in summer 2024.

***Joan Cathey:***

Councilmember Cathey reported on her attendance to the General Government Committee meeting and the Olympic Region Clean Air Agency meeting.

**RECESS TO  
EXECUTIVE  
SESSION:**

**Mayor Sullivan recessed the meeting at 8:39 p.m. to an executive session to discuss Collective Bargaining pursuant to RCW 42.30.140(4)(b) for approximately 20 minutes. Action will follow the executive session. Mayor Sullivan extended the executive session for another four minutes at 8:56 p.m.**

**RECONVENE:**

**Mayor Sullivan reconvened the meeting at 9:00 p.m.**

**COUNCIL  
CONSIDERATIONS:**

**COLLECTIVE  
BARGAINING  
AGREEMENT WITH  
THE CHAUFFEURS,  
TEAMSTERS AND  
HELPERS LOCAL  
NO. 252  
ENCOMPASSING  
JANUARY 1, 2024  
THROUGH  
DECEMBER 31, 2026:**

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
FEBRUARY 20, 2024 Page 13**

**MOTION:** Councilmember Dahlhoff moved, seconded by Councilmember Althaus, to approve the 2024-2026 bargaining agreement between the City of Tumwater and the Chauffeurs, Teamsters and Helpers Local No. 252. A voice vote approved the motion unanimously.

**ADJOURNMENT:** With there being no further business, Mayor Sullivan adjourned the meeting at 9:01 p.m.

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

**TUMWATER CITY COUNCIL  
STRATEGIC PRIORITY DISCUSSION  
MINUTES OF MEETING  
February 24, 2024 Page 1**

**CONVENE:** 8:30 a.m.

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

Excused: Councilmember Kelly Von Holtz joined for 15 minutes via zoom, then signed off due to illness.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Administrative Services Director Michelle Sutherland, Community Development Director Mike Matlock, Fire Chief Brian Hurley, Parks & Recreation Director Chuck Denney, Police Commander Jay Mason, Transportation & Engineering Director Brandon Hicks, Water Resources & Sustainability Director Dan Smith and Executive Assistant Brittaney McClanahan.

Excused: Communications Manager Ann Cook

Facilitator: Nancy Campbell

**WELCOME,  
DISCUSSION OF  
STRATEGIC  
PRIORITIES AND  
GOALS**

City Administrator Lisa Parks and Mayor Sullivan welcomed the Council and staff. City Administrator Parks introduced Nancy Campbell, the facilitator for the strategic priority discussion. Facilitator Campbell shared her feedback from her interviews with Council. Council and Mayor worked on and discussed the Strategic Priorities and Goals.

**ADJOURNMENT:** The retreat was adjourned at 3:00 p.m.

Prepared by Melody Valiant, City Clerk

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: March 5, 2024  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- February 16, 2024, payment of Eden vouchers 173867 to 173878 in the amount of \$319,948.06 and electronic payments 902931 to 902943 in the amount of \$166,801.95; and Enterprise vouchers 182607 to 182674 in the amount of \$305,402.05 and electronic payments 903961 to 903980 in the amount of \$172,635.53.
- February 23, 2024, payment of Eden vouchers 173879 to 173884 in the amount of \$768.74; and Enterprise vouchers 182675 to 182725 in the amount of \$727,994.88 and electronic payments 903981 to 904005 in the amount of \$144,067.09; and Wire payments in the amount of \$48,219.23

2) Background:

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

Vendor		
HERITAGE RESTORATION	23,296.49	BREWMASTER RESTORATION SERVICES 12/2023
OLYMPIA TUMWATER FOUNDATION	60,000.000	LTAC FUNDS FOR TUMWATER HISTORY AND TOURISM PROMOTION
CLARY LONGVIEW, LLC	51,998.63	2023 FORD F150 WRS
CLARY LONGVIEW, LLC	51,998.63	2023 FORD F150 TED-OPS
ACTIVE CONSTRUCTION	292,476.50	I-5/TROSPER RD/CAPITOL BLVD RECONFIGURATION; PE No. 13
CIMCO-GC SYSTEMS, LLC	22,330.34	REBUILD & ANNUAL MAINTENANCE ON CLA-VAL CONTROL VALVES
CITY OF LACEY	172,956.00	ANIMAL SERVICES M&O ADMIN SVC
EMERGENCY SERVICES CONSULTING	25,000.00	STRATEGIC PLANNING CONSULTANT 75% COMPLETION
TCF ARCHITECTURE, PLLC	120,753.20	M&O FACILITY DESIGN PHASE
THE WASHINGTON CENTER FOR THE PERFORMING ARTS	25,000.00	CAPITAL CAMPAIGN FINAL PAYMENT
CLARY LONGVIEW, LLC	51,998.63	FORD F150 LIGHTNING – PARKS
REED TRUCKING & EXCAVATING, INC	52,069.58	ISRAEL RD AND LINDERSON WAY WATER MAIN; PE No. 6



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

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3) Policy Support:

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

---

4) Alternatives:

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

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5) Fiscal Notes:

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

---

6) Attachments:

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

## EXHIBIT "A"

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

Enterprise ERP

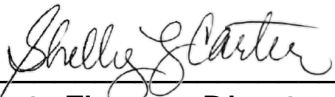
Voucher/Check Nos 182607 through 182674 in the amount of \$305,402.05

Electronic payment No 903961 through 903980 in the amount of \$172,635.53

Eden

Voucher/Check Nos 173867 through 173878 in the amount of \$319,948.06

Electronic payment No 902931 through 902943 in the amount of \$166,801.95



Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/16/2024

## EXHIBIT "B"

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

Enterprise ERP

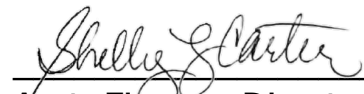
Voucher/Check Nos 182675 through 182725 in the amount of \$727,994.88

Electronic payment No 903981 through 904005 in the amount of \$144,067.09

Wire Payments \$48,219.23

Eden

Voucher/Check Nos 173879 through 173884 in the amount of \$768.74



Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/23/2024

TO: City Council  
FROM: Joann Fletcher, Accountant  
DATE: March 5, 2024  
SUBJECT: Resolution No. R2024-006, Surplus Property

---

1) Recommended Action:

Adopt Resolution R2024-006 Declaring Property as Surplus.

---

2) Background:

The surplus items include 2 Police vehicles, 2 WRS Operations vehicles, 2 WRS Operations Vactors, 1 TED Operations mower, 8 Municipal Golf equipment and 2 Facilities Tractors.

All items have been taken out of service or will be taken out of service and replaced according to their useful lives or have become obsolete.

---

3) Policy Support:

Refine and sustain a great organization.

---

4) Alternatives:

- ☐ Adopt the Resolution.
  - ☐ Don't adopt the Resolution
- 

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

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6) Attachments:

A. Resolution R2024-006 Declaring Property as Surplus with attached Exhibit A List of the items to be surplusd

**RESOLUTION NO. R2024-006**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit A surplus to the City's needs, so that it can be disposed of in accordance with Washington State Law.

**WHEREAS**, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

**WHEREAS**, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

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

**Section 1. Surplus Declaration.** The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

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

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 5<sup>th</sup> day of March 2024.

CITY OF TUMWATER

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Debbie Sullivan, Mayor

ATTESTS:

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Melody Valiant, City Clerk

APPROVED AS TO FORM:

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Karen Kirkpatrick, City Attorney

# MEMO

Date: March 5, 2024

To: Troy Niemeyer, Finance Director

From: Joann Fletcher, Accountant

Subject: Surplus of Equipment – Asset Management Fund



The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation, disposal or sale:

Asset #	ER&R#	Description	VIN# / Serial #	Current Location / Condition
0003890	69290	2001 Freightliner Vactor	1FVABTAK91HJ33458	ER&R Shop
0004139	69539	2004 Chevrolet Colorado	1GCDT196748161975	ER&R Shop
0004567	6069917	2009 Chevrolet Tahoe	1GNEC03009R225902	ER&R Shop
0004575	6069935	2010 International Vactor	1HTWXAHT0AJ226032	ER&R Shop
0004661	6070010	2012 Dodge Charger	2C3CDXAG0CH222435	ER&R Shop
0004877	6070232	2015 Ventrac Tractor	4500P-AJ03518	ER&R Shop
0004878	6070233	2015 Ventrac Tractor	4500P-AJ03578	ER&R Shop
0005022	6070384	2019 Ford F-150	1FTEW1P43KKE40966	Systems For Public Safety
0004954	6070313	2017 Ford Interceptor SUV	1FM5K8AT2HGD07384	ER&R Shop
0004996	6070355	2018 JOHN DEERE 652R MOWER	1TC652RKCJT060241	ER&R Shop
		Pre 1998 Toro Fairway Aerator	09502-70178	Golf Shop
		Pre 1998 Toro Workman Utility vehicle	07216-50195	Golf Shop
		2003 Toro Club Car Carryall II	RG-0402-360198	Golf Shop
		2003 Toro Spray Rig, Multi Pro 1250	230000381	Golf Shop
		Pre 1998 Toro 3100 Greensmower w/Turf groomers	04353-70205 (6150 hrs)	Golf Shop
		Pre 1998 Toro 3100 Greensmower w/Turf groomers	unknown	Golf Shop
		Brush Hog pull behind Rough Mower	unknown	Golf Shop
		1986 Vert-Drain	305-200H-5686	Golf Shop



TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator

DATE: March 5, 2024

SUBJECT: Interlocal Agreement with Thurston County, Cities of Lacey & Olympia for 2024 Thurston Climate Mitigation Collaborative Regional Initiatives

---

1) Recommended Action:

Approve and authorize the Mayor to sign the ILA Between Thurston County, Cities of Lacey, Olympia, & Tumwater 2024 Thurston Climate Mitigation Collaborative Regional Initiatives.

This agreement was recommended for approval by the Public Works Committee at their February 22, 2024 meeting.

---

2) Background:

An Interlocal Agreement (ILA) supporting regionally coordinated implementation of the Thurston Climate Mitigation Plan was fully executed on December 6, 2023, providing for an annual retreat and outlining a regional initiatives process. During the Thurston Climate Mitigation Collaborative (TCMC) annual retreat and subsequent Executive Committee meeting, the TCMC agreed to advance two regional initiatives for regional coordination in 2024:

- Develop and launch a Residential Energy Efficiency and Electrification Campaign (EEE or E3 Campaign); and
  - Develop and propose a regional Home Energy Score Disclosure Policy (HES Policy).
- 

3) Policy Support:

- Thurston Climate Mitigation Plan, accepted by Resolution R2021-001
  - Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

- ☐ Recommend revisions to the ILA or decline to participate.
- 

5) Fiscal Notes:

The total per-partner costs proposed by the ILA shall not exceed \$14,875. This project is funded by the General Fund allocation for Sustainability Initiatives.

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6) Attachments:

- A. Interlocal Agreement 2024 Thurston Climate Mitigation Collaborative Regional Initiatives

**Interlocal Agreement Between Thurston County and the Cities of Lacey, Olympia, and  
Tumwater to Support Implementation of the 2024 Thurston Climate Mitigation  
Collaborative Regional Initiatives**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below (which is the “effective date”) by and between the City of Lacey, a Washington municipal corporation (“Lacey”); the City of Olympia, a Washington municipal corporation (“Olympia”); the City of Tumwater, a Washington municipal corporation (“Tumwater”); and Thurston County, a Washington municipal corporation (“County”), collectively referred to herein as “the Parties” and individually as “Party.”

**WHEREAS**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract is authorized by the governing body of each Party to the contract and sets forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

**WHEREAS**, the Parties understand that human activities, especially combustion of fossil fuels, are leading to increased levels of carbon dioxide and other greenhouse gases in the atmosphere that are altering the climate, resulting in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased forest fires; and

**WHEREAS**, these environmental impacts of climate change create economic and public health impacts, and disproportionately impact the most vulnerable and marginalized populations, and the Parties are greatly concerned over all these impacts on the Thurston County region and their respective communities; and

**WHEREAS**, the Parties have each adopted a resolution with a common emissions baseline and targets to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

**WHEREAS**, the Parties have each adopted a resolution accepting the *Thurston Climate Mitigation Plan (2020)* as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change; and

**WHEREAS**, in 2023, the Parties adopted an Interlocal Agreement for long-term regionally coordinated implementation of the *Thurston Climate Mitigation Plan*, which establishes a set of expectations for how the Parties will work together as the Thurston Climate Mitigation Collaborative (TCMC) to implement regional climate mitigation actions, including the selection and implementation of annual regional initiatives; and

**WHEREAS**, at the 2023 TCMC Annual Retreat and subsequent Executive Committee meeting on June 26, 2023, the TCMC agreed to advance two regional initiatives for focused regional coordination in 2024: (1)

design a Residential Energy Efficiency and Electrification Campaign and (2) develop a Home Energy Score Model Ordinance; and

**WHEREAS**, these regional initiatives were selected because they directly align with Strategies B1 and B6 in the Thurston Climate Mitigation Plan (TCMP) and were determined to be substantially improved by regional coordination; and

**WHEREAS**, the development of these regional initiatives will help Thurston residents leverage current and forthcoming state, federal, and utility incentives for energy efficiency and electrification.

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

**I. Purpose and Goals of Agreement**

The purpose of this Agreement is to implement two regionally coordinated initiatives, which will advance the implementation of Thurston Climate Mitigation Plan and support residential energy efficiency and electrification upgrades throughout Thurston County. These initiatives include:

- i. **Design a Residential Energy Efficiency and Electrification Campaign (EEE Campaign).** The EEE Campaign will be a multifaceted outreach and incentive program to advance electrification and energy efficiency in existing residential buildings throughout the Thurston region. The campaign will consist of three components: a web-based information hub, an advisory support service, and a local incentive and outreach campaign (Exhibit A).

This Agreement covers Phase I – Design and Planning of the EEE Campaign, including launch of an advisory support service, development of a Phase II - Launch and Implementation Plan, execution of an Interlocal Agreement for the implementation phase, and all other activities and deliverables detailed in Exhibit A.

- ii. **Develop a Home Energy Score Model Ordinance (HES Policy).** The HES Policy will be a regionally consistent policy for assessment and disclosure of residential energy performance ratings. It will provide homebuyers and occupants with an assessment of home energy performance, expected energy costs, and recommendations for cost-effective improvements to reduce energy use and costs (Exhibit B).

This Agreement covers all project activities and deliverables detailed in Exhibit B, including development of a model ordinance, a proposal for a supporting administrative program, and a budget for implementation of the regional policy.

**II. Roles**

- i. **TCMC Staff Team.** The Staff Team consists of staff representatives from each of the Parties. The Staff Team will work collaboratively to design and implement both regional initiatives, as described in the project plans for each initiative (Exhibits A and B). Staff Team members will assist with developing Contractor scopes of work, selecting a suitable Contractor(s) to meet project needs, reviewing draft and final work products, and other tasks as needed to complete the activities detailed in both project plans.
- ii. **Project Manager and Co-Manager.** The Project Manager and Co-Manager are members of the TCMC Staff Team who are responsible for managing all project activities detailed in the

project plans for each initiative (Exhibits A and B). The Project Manager and Co-Manager will coordinate with the TCMC Staff Team on project activities and request Staff Team support as needed.

- iii. **Contractor(s).** One or more consultants (“Contractor”) will be contracted to implement specific project tasks that are best addressed by a third-party partner. These tasks are listed in Exhibit C and include launching the advisory support service, developing outreach materials for the EEE Campaign, and stakeholder engagement for both initiatives.
- iv. **Jurisdiction Parties.** Implementation of all actions included in the TCMP, including regional initiatives, is led by individual Jurisdiction Parties. Each Party will allocate the necessary staff time and funding needed to implement the regional initiatives, as described in the project plans (Exhibits A and B) and budget (Exhibit C).

### III. **Services Provided by Olympia**

- i. Olympia shall serve as the contract manager and conduct all contracting responsibilities with the Contractor. Olympia shall comply with all laws governing municipal contracting for services of the type sought.
- ii. Olympia shall be responsible to monitor the actions of the Contractor, and if the Contractor fails to comply with an applicable term or condition of their contract, Olympia shall take appropriate actions to ensure the Contractor complies with the fiscal conditions of the contract.
- iii. Olympia shall provide a Staff Team member to serve as Project Co-Manager for the EEE Campaign.

### IV. **Services Provided by Tumwater**

- i. Tumwater shall provide a Staff Team member to serve as Project Co-Manager for the HES Policy.

### V. **Services Provided by Lacey**

- i. Lacey shall provide a Staff Team member to serve as Project Manager for the HES Policy.

### VI. **Services Provided by Thurston County**

- i. Thurston County shall provide a Staff Team member to serve as Project Manager for the EEE Campaign.

### VII. **Funding and In-Kind Commitment**

- i. **Funding.** Each Party shall contribute an equal share of funds sufficient for the execution of Contractor services for project tasks listed in Exhibit C. This equal share shall not exceed \$14,875 per Party.

The City of Olympia shall issue invoices at least annually specifying each Party’s share of actual expenses. Invoices must be paid within thirty (30) days.

- ii. **In-kind Commitment.** Each Jurisdiction Party shall allocate in-kind staff time to implement this Agreement. In-kind staff support includes, but is not limited to:
  - a. Staff participation in the Staff Team.
  - b. Support from jurisdictional staff with specific expertise (i.e., communications, housing, planning, permitting, etc.).

**VIII. Indemnification and Insurance**

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

Each Party shall maintain liability insurance; this may be fulfilled by a Party's membership and coverage in Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool, or another recognized self-insured municipal risk pool.

**No Separate Legal Entity Created; No Real or Personal Property to be Acquired or Held**

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

**IX. Relationship of the Parties**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

**X. Duration of Agreement**

This Agreement shall terminate on June 30, 2025, unless earlier terminated as provided in Section XII, below.

**XI. Amendment of Agreement**

This Agreement may be amended only by written agreement by all Parties and executed in accordance with chapter 39.34 RCW.

**XII. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

**XIII. Interpretation and Venue**

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

**XIV. Entire Agreement**

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

**XV. Recording**

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

**XVI. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed together must be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the parties. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

**XVII. Rights**

This Agreement is between the signatory Parties only and does not create any third-party rights.

**XVIII. Notice**

Any notice required under this Agreement must be to the party at the address listed below and it becomes effective five business days following the date of deposit with the United States Postal Service.

**THURSTON COUNTY**

Attn: Rebecca Harvey, Climate Mitigation Senior Program Manager  
Re: TCMC Regional Initiatives  
Thurston County  
3000 Pacific Avenue SE, Suite 200  
Olympia, WA 98501

**CITY OF OLYMPIA**

Attn: Pamela Braff, Director of Climate Programs  
Re: TCMC Regional Initiatives  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Attn: Grant Beck, Planning & Development Services Manager  
Re: TCMC Regional Initiatives  
City of Lacey  
420 College Street SE  
Lacey, WA 98503

**CITY OF TUMWATER**

Attn: Dan Smith, Water Resources & Sustainability Director  
Re: TCMC Regional Initiatives  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

**XIX. Waiver**

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

**XX. Severability**

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

**XXI. Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

**[The remainder of this page is left intentionally blank. Signatures follow on next page.]**



This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE****APPROVED AS TO FORM**

<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503  <hr/> <b>Rick Walk</b> , City Manager                      Date	<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503  <hr/> <b>David Schneider</b> , City Attorney                      Date
<b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501  <hr/> <b>Steven J. Burney</b> , City Manager                      Date	<b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501  <hr/> <b>Mark Barber</b> , City Attorney                      Date
<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Debbie Sullivan</b> , Mayor                      Date	<b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Karen Kirkpatrick</b> , City Attorney                      Date
<b>THURSTON COUNTY</b> 3000 Pacific Avenue SE Olympia, WA 98501  <hr/> <b>Robin Campbell</b> , Interim County Manager                      Date	<b>THURSTON COUNTY</b> 3000 Pacific Avenue SE Olympia, WA 98501  <hr/> <b>Jon Tunheim</b> , Prosecuting Attorney                      Date

## Exhibit A

# Residential Energy Efficiency and Electrification Campaign: Phase I - Design and Planning

### Background

Retrofitting existing homes with electric and energy-efficient upgrades is a necessary strategy to meet local, state, and global GHG reduction targets. Residential energy use is currently the largest source of GHG emissions in the Thurston region, and emissions from residential natural gas consumption increased by 21% between 2015 and 2021. While newer buildings may be constructed to meet greener standards, the majority of homes in the Thurston region were built before 1988, with one in five dating back 50 or more years. The Washington 2021 State Energy Strategy identifies the need for early and aggressive action to improve energy efficiency in buildings and recommends widespread conversion of fossil fuel natural gas appliances to electricity. By transitioning homes away from fossil fuels to electricity now, we lower the residential sector's emissions today and in the future.

The 2022 Inflation Reduction Act (IRA) includes a suite of rebates and incentives to help households implement electrification and efficiency improvements, with a special focus on LMI households. Households will be able to take advantage of upfront rebates and tax credits to reduce the costs of electric appliances, such as heat pumps and heat-pump hot water heaters. According to the Department of Commerce website, "Washington expects to receive IRA funding for home energy improvement rebates in early 2024 and will begin to make these available no earlier than mid-2024."<sup>1</sup> The State Legislature also appropriated additional funding to support these programs.

The IRA has the potential to kickstart widespread residential decarbonization. However, many homeowners are unaware of electric technologies and their benefits, and may not know how to take advantage of the forthcoming rebates. Even those who are aware still face barriers to implementation including high upfront costs, lack of specific localized information, and limited technical support to guide them along the way. The regional utility, Puget Sound Energy (PSE), offers some energy-efficiency rebates and is conducting a 2023 electrification pilot to help up to 10,000 customers throughout the service area transition to electric space conditioning and water heating. However, given the limited reach of this pilot and the high upfront costs of heat pumps, additional local incentives and outreach are needed to make electric technologies accessible to all residents.

### ALIGNMENT WITH STATE AND REGIONAL EFFORTS

#### *Washington Energy Navigator*

In the 2023 WA state legislative session, House Bill 1391 proposed to create a statewide building energy upgrade navigator program that would assist homeowners with electrification and energy efficiency

<sup>1</sup> <https://www.commerce.wa.gov/growing-the-economy/energy/federal-funding-for-buildings/#:~:text=When%20will%20home%20energy%20rebates,to%20be%20available%20in%202024> (accessed Nov. 17, 2023)

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

services. The bill has been amended and reintroduced for the 2024 session, and the Department of Commerce has initiated stakeholder engagement to develop the “Washington Energy Navigator.” However, even if HB 1391 is adopted during the 2024 session, the statewide Navigator would launch too late for households to access the IRA rebates/incentives that are coming in mid-2024. Rather than waiting for the state to develop its program, the local governments of the TCMC aim to launch initial components of the EEE Campaign in early 2024 while designing and planning the full campaign launch for January 2025.

**Regional “Switch Is On” Pilot**

The TCMC is aligning with a broader regional effort that will accelerate the launch of the first component of the EEE campaign. King, Pierce, and Thurston counties, and the county seats of Seattle, Tacoma, and Olympia are pooling funds to launch a “Switch Is On” pilot in January 2024. The Building Decarbonization Coalition’s Switch Is On (SIO) initiative, currently active in California at [www.switchison.org](http://www.switchison.org), aims to educate, inspire, and make switching to electricity easier for homeowners and renters. The regional SIO pilot will feature an educational website with information and resources about heat pumps and electric appliances, a newsletter and blog, and tools to find incentives and local contractors. The website rollout will be accompanied by a regional outreach campaign including a kickoff event for local leaders, contractor and community events, social media, and paid media.

By pooling funds to launch the SIO pilot, the counties and cities will be able to deliver an educational platform of higher quality and with more outreach support than each could afford individually. In addition, the SIO campaign will provide a regionally consistent approach, so each jurisdiction does not need to reinvent the wheel for outreach and education. The SIO platform will be flexible and allow for the addition of local features, such as an advisory support service and specific local incentives. These additional features could be added to the platform as the TCMC builds out its local EEE Campaign in 2024-2025.

*The SIO pilot is advancing along its own timeline in 2024 and is not included in this project plan.*

**Energize Olympia**

The EEE Campaign will build on the success of the City of Olympia’s recent outreach and incentive program. In Summer 2023, the city launched a heat pump group purchase pilot program (Energize Olympia) to increase community awareness of the benefits of heat pump technology and increase local installations of air source heat pumps. The pilot program resulted in the installation of 67 efficient, all-electric heat pumps in the City of Olympia, including 22 fully subsidized installations for LMI households. This EEE Campaign will expand Energize Olympia to provide a wider range of services and incentives for all residents of Thurston County.

## EEE Campaign Goals and Structure

The TCMC’s Energy Efficiency and Electrification Campaign (EEE Campaign) will be a multifaceted outreach and incentive program to advance electrification and energy efficiency in existing residential buildings throughout the Thurston region. By working together to design, plan, and implement an EEE campaign in 2024-2025, the TCMC aims to achieve the following goals:

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

- Build and evaluate a foundational, holistic program to accelerate residential building electrification and energy efficiency in support of Thurston Climate Mitigation Plan (TCMP) goals and targets.
- Deliver a compelling and accessible educational campaign to raise awareness of the climate, health, and economic benefits of building electrification and energy efficiency among broad segments of the Thurston community.
- Support energy equity by prioritizing program benefits to LMI residents, renters, and members of overburdened communities.
- Launch and evaluate the effectiveness of an energy advisory service that provides residents personalized, step-by-step technical guidance and support for home energy upgrades.
- Connect a quantifiable number of residents with information about technologies, incentives, and advisory support services (*specific target numbers TBD based on final program design and budget*).
- Implement a quantifiable number of home electrification and efficiency improvements across the participating jurisdictions during the campaign period (*specific target numbers TBD based on final program design and budget*).
- Maintain program flexibility to respond and adapt to regional, state, and national clean energy programs and investments, with the aim of ensuring ongoing benefits to Thurston residents.

To meet these goals, the TCMC aims to advance a residential EEE campaign consisting of three main components:

**Component A: Web-Based Information Hub (Anticipated Launch: January 2024)**

A foundational component of the EEE Campaign is a website that educates users about electric and energy-efficient technologies, provides access to IRA rebates and incentives, and connects users with location-based information about vetted contractors and local incentives. As described above, Thurston County and Olympia are contributing to launch a pilot “Switch Is On” (SIO) web platform, which will fulfill this foundational component of the local EEE Campaign. The pilot SIO website will serve all of Thurston, Pierce, and King counties. It will be branded with the logos of the funding partners, and Thurston County will disseminate marketing materials to the other TCMC jurisdictions to share with their residents. As such, all residents of Thurston County communities will be able to access the resource.

TCMC partners will participate in a regional (tri-county) outreach campaign in 2024 to raise community awareness about the benefits of electrification and energy efficiency and steer users to the central information hub. Over time, as the TCMC develops Components 2 and 3 of the EEE Campaign, these components will be integrated into the foundational SIO platform. SIO will collect and report metrics on the SIO pilot campaign to evaluate the impact of the pilot. Metrics may include website usage, social media engagement, event attendance, incentive and contractor searches by zip code, quotes received from contractors, and rebates received for completed projects.

Over the course of the SIO pilot (January – December 2024), the partner jurisdictions will continue to coordinate with statewide stakeholders to adapt the platform as needed in response to development of the statewide Washington Energy Navigator.

**Component B: Advisory Support Service (Anticipated Launch: April 2024)**

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

The TCMC recognizes that an information hub alone is not sufficient to change consumer behavior. The TCMC aims to augment the information hub with a personalized support service to make the information more relevant and actionable for individual residents. Thus, the second component of the EEE Campaign is an advisory support service that consists of one-on-one personalized support (email, phone, and/or video calls) to answer technical questions and help residents plan and complete home electrification and energy efficiency upgrades. This component will also include the development of an online “personal electrification planning” (PEP) tool for customized, step-by-step recommendations to support residents throughout the electrification process. The PEP tool will allow users to create personalized, actionable home electrification guides, based on their personal interests, priorities, and upgrade needs. This component will be integrated into the foundational SIO web platform. The service provider will collect and report data from the advisory support service and/or PEP tool to understand residents’ use of these services, quantify energy upgrade actions, and evaluate its impact.

**Component C: Local Incentive & Outreach Campaign (Anticipated Launch: January 2025)**

***With the foundational website and advisory support service both aiming to launch in early 2024, the core of this 2024 (Phase I) Project Plan focuses on designing and planning the Local Incentive & Outreach Campaign. The Campaign Launch and Implementation will take place in 2025 under Phase II of this regional initiative.***

The local campaign will be for a specific period of time (such as a few months) and will include targeted financial incentives, customer support, and intensive outreach and marketing. The goal is to galvanize consumer action and remove barriers to home electrification and energy efficiency, resulting in a quantifiable number of home assessments and/or upgrades for LMI and non-LMI households. As noted, this campaign will build on the model of Energize Olympia to provide a wider range of services and incentives for all residents of Thurston County

During this 2024 Design and Planning Phase, the TCMC will conduct background research and stakeholder engagement to inform development of the specific incentives, outreach strategy, and other implementation support that will be provided. The team will identify the types of services and technologies that will be covered (e.g., energy assessments, heat pumps, weatherization upgrades), determine incentive amounts for LMI and/or non-LMI participants, and develop a funding strategy for the incentives. The team will also consider existing rebates and incentives, including forthcoming state and federal incentives, to ensure the program leverages additional funding to the greatest extent possible.<sup>2</sup>

Once the campaign is designed, the TCMC will move into planning for the launch of the campaign as detailed in the timeline below. The launch and implementation will take place during Phase II in 2025.

## Anticipated Funding Sources

Thurston County and the cities of Olympia and Lacey are eligible for formula allocations through the federal Energy Efficiency & Block Grant (EECBG) program (\$81,040, \$112,030, and \$150,000, respectively). The EECBG is a flexible funding source that is intended to catalyze long-term, impactful,

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<sup>2</sup> Many programs to administer IRA rebates and incentives are still under development. Further information regarding the final program design and requirements will be needed to fully leverage the anticipated funding.

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and self-sustaining programs that improve energy efficiency, reduce energy use, and reduce fossil fuel emissions. Thurston County and Olympia have agreed to apply their EECBG grant funding toward the development and launch of the EEE Campaign; Lacey will apply a budget amount equivalent to its EECBG allocation towards the EEE Campaign as well. EECBG grants are expected to be awarded in mid-2024 with a two-year period of performance. The City of Tumwater, as well as other Thurston County municipalities, do not meet the population threshold to be eligible for EECBG formula funding. The City of Tumwater applied for competitive EECBG funding in 2023 but the funding request was not awarded. TCMC partners are thus seeking other funding sources to scale the program and support participants throughout the smaller cities and unincorporated Thurston County.

The budget for Phase I – Design and Planning will be split among the four jurisdictions and paid out of each jurisdiction’s internal budget. See attached 2024 Regional Initiatives Budget for details on the Phase I budget. The 2025 budget for Phase II – Launch and Implementation will be developed during the 2024 planning phase. The Phase II budget will be paid out of EECBG funds and augmented by any supplementary funding identified during the planning phase. The TCMC Staff Team are looking into potential sources of supplementary funding, which may include jurisdictional budgets, Community Development Block Grant (CDBG) funding (only Olympia and Thurston County currently receive CDBG allotments), EECBG State distribution, and/or Local Government Energy Programs from the federal DOE.

*Note: The Switch Is On pilot will be funded separately from this Phase I project. Thurston County and the City of Olympia each plan to contribute \$25,000 toward the total pilot budget of \$225,000, with additional contributions from King County, Pierce County, Seattle, and Tacoma.*

## Roles of the Staff Team and Partner Jurisdictions

### Project Management

The project manager and co-manager are responsible for managing all Phase I project activities detailed below. The co-managers will request support from the other TCMC Staff Team members as needed.

- Project Manager: Rebecca Harvey, Thurston County Climate Mitigation Senior Program Manager
- Project Co-Manager: Dominic Jones, City of Olympia Building Decarbonization Program Manager

### Contracting

The City of Olympia will be responsible for procuring and managing third-party contractors to provide professional services during Phase I, which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks. The City of Olympia will issue invoices to each jurisdiction for their share of expenses.

Contracting and cost-sharing responsibilities will be specified in the forthcoming interlocal agreement (ILA) for 2024 regional initiatives.

For Phase II - Launch and Implementation of the EEE Campaign, project team roles and responsibilities, (including potential external partners) will be defined during design and development of the Phase II Plan (see Step 3, Task 3.3 below) and will be included in the Phase II ILA.

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

## Project Activities, Timeline, and Deliverables

### Phase I - Design and Planning of the Residential Energy Efficiency & Electrification Campaign

This timeline includes activities of the TCMC Staff Team to implement Component B (the advisory support service) and to design and plan Component C (the local incentive and outreach campaign).

*Component A, the regional Switch Is On Pilot, is advancing along its own timeline in 2024 and is not included in this project plan.*

*Phase II – Launch and Implementation of the EEE Campaign will take place in 2025 under a new Phase II project plan.*

### Component B: Advisory Support Service

#### Step 1: Launch Advisory Support Service (January – September 2024)

*During this project step, the partners will procure a technical support provider and launch an advisory support service that will be integrated into the foundational Switch Is On (SIO) web platform. The advisory support will include “low-touch” support via email, plus “high-touch” support via phone and video calls to a maximum number of users per year (see details in 2024 Regional Initiatives Budget). It will also include an online personalized electrification planning (PEP) tool that will be integrated into the foundational SIO website. The TCMC will evaluate the impact of the service after the first year to determine whether to continue it into Phase II.*

#### Tasks:

##### 1.1. Background Research

- Research Advisory Support Service providers
- Assess possibility of integrating service and personal electrification planning (PEP) tool into the SIO web platform

##### 1.2. Contract with Advisory Support Service

##### 1.3. Launch PEP Tool

- The precise method for integrating the online PEP tool into the SIO website will be determined in consultation with the service provider and the Building Decarbonization Coalition. For example, access to the PEP tool may be offered as a local incentive for Thurston County residents when they enter their zip code.

##### 1.4. Launch Advisory Support Service

- This technical assistance service will also be integrated into the SIO platform for Thurston County residents to access as described above. Service will consist of unlimited “low-touch” support via email and “high-touch” support (phone and video calls) for a maximum of 200 calls in 2024.

##### 1.5. Evaluate Advisory Support Service

- Evaluate the first 4-5 months of advisory support service by tracking numbers of low-touch and high-touch interactions, and other key metrics to be determined.
- Evaluate the first 4-5 months of PEP tool implementation via data and reporting on usage, actions, interests, completed upgrades, savings, emissions reductions, etc.

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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

*Step 1 Deliverables:*

- Contract with Advisory Support Service provider
- Launch of Advisory Support Service and PEP Tool
- Memo evaluating Advisory Support Service for potential inclusion in Phase II interlocal agreement

**Component C: Local Incentive & Outreach Campaign**

**Step 2: Background Research and Stakeholder Engagement (January – June 2024)**

*During this project step, the partners will execute the Phase I interlocal agreement, conduct background research on the energy market and existing incentive programs, identify potential campaign partners, and conduct a community forum to present the EEE Campaign concept and garner feedback.*

*Tasks:*

- 2.1 Execute interlocal agreement (ILA) for 2024 regional initiatives.
  - ILA will cover the planning phase of both “policy” and “campaign” components of the 2024 regional initiative.
- 2.2 Market Assessment
  - Examine local energy metrics, including USDOE and NREL data analysis tools as needed, to inform campaign development.
- 2.3 Program and Incentive Research
  - Research current and past incentive programs for home energy efficiency and electrification.
    - Federal and State Home Energy Rebates (Inflation Reduction Act)
    - Puget Sound Energy Home Electrification Assessments
    - Puget Sound Energy Home Efficiency Rebate Programs
    - Energize Olympia Heat Pump Group Purchase Program
    - Thurston EDC Home Energy Program
    - Other incentive programs to be identified
- 2.4 Partner Identification and Engagement
  - Identify key local partners to engage in campaign implementation, which may include but not be limited to:
    - Home Energy Score providers
    - Energy efficiency and electrification providers/contractors
    - Community based organizations
    - Community volunteers
    - Affordable housing service providers
  - Meet with potential campaign partners to inform campaign design and discuss partner roles in campaign implementation.



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**Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan**

## 2.5 Resident Engagement<sup>3</sup>

- Host a community forum to present the EEE Campaign concept and solicit input from Thurston County residents.

### *Step 2 Deliverables:*

- Executed ILA for 2024 regional initiatives
- Memo summarizing market assessment, program and incentive research, partner engagement, and community forum

## **Step 3: Develop Campaign Plan (June – August 2024)**

*During this project step, the partners will work together to resolve key questions related to the campaign design, structure, and costs. The work completed during the design and planning step will inform Phase II - Launch and Implementation of the EEE Campaign.*

### *Tasks:*

#### 3.1 Design specific elements of EEE Campaign

- Identify types of services, technologies, and technical assistance to be provided (for example: home energy assessments or audits, heat pumps, heat pump water heaters, weatherization, etc.).
- Confirm involvement of campaign partners, and what agreements or contracts are needed to secure their involvement.
- Determine participant eligibility and incentive amounts (consider incentives and/or subsidies and other support for both LMI and non-LMI participants).
- Develop marketing and outreach strategy.
- Propose funding strategy for incentives, marketing, outreach, and technical support (consider both LMI and non-LMI participants).

#### 3.2 Develop Campaign Launch and Implementation Plan which builds on the work conducted during the design and planning phase and includes:

- Summary of stakeholder engagement.
- Specific incentives/subsidies and other assistance/support to be provided.
- Responses to “Questions to Resolve During Program Design” (*Appendix A*)
- Updated timeline for campaign launch and implementation phases, including key milestones.
- Project team roles and responsibilities, including potential external partners.
- Campaign budget, staffing, and other resource needs.
- Funding strategy.

#### 3.3 Draft Phase II ILA for the launch and implementation of the EEE campaign.

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<sup>3</sup> The Home Energy Score (HES) policy regional initiative will include contracting with a stakeholder engagement service provider for a series of policy development focus groups, which will take place in March-June 2024. Staff will include this EEE Campaign community forum in the same provider’s scope of work.

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- ILA will include scope of work and budget for all Phase II activities to implement the EEE campaign, including Component 1 (website), Component 2 (advisory support service), and Component 3 (local outreach and incentive campaign).

*Step 3 Deliverables:*

- Final Phase II Launch and Implementation Plan
- Draft ILA for implementation phase

**Step 4: Prepare to Launch Campaign (September – December 2024)**

*During this project step, the partners will complete any final tasks needed to prepare for and launch the local campaign. This preliminary list of activities is provided for reference only. A detailed campaign launch and implementation plan will be completed as a deliverable of the design and planning phase. A new interlocal agreement (ILA) and additional funding (e.g., EECBG) will be needed before Phase II can begin.*

*Tasks:*

- 4.1 Execute Phase II ILA
- 4.2 Finalize campaign launch and implementation schedule.
- 4.3 Contract with installation partners and other providers (as needed based on the final program design).
- 4.4 Develop communications plan and materials.
  - Outreach materials will leverage existing Energize Olympia resources and be integrated with the foundational Switch Is On campaign and website.
- 4.5 Convene and train campaign partners and/or volunteers.

*Step 4 Deliverables:*

- Executed ILA for implementation phase
- Contract(s) with installation partners
- Communications Plan and Materials
- Partner and volunteer kickoff event/training (may be moved into Phase II depending on timing and staff resources)

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***Exhibit A: Residential Energy Efficiency and Electrification Campaign Project Plan***

**Appendix A:**

**Questions to Resolve During Program Design**

- What incentives will be provided?
- Who will be eligible for subsidized installations? How will subsidized installations and incentives be funded?
- Which program costs will be shared across the jurisdictions, and which will be jurisdiction-specific?
- How will costs for residents of urban growth areas be distributed?
- What types of retrofits will be supported and/or prioritized?
- How many and what type(s) of installer/providers will we work with? Selected installers/providers may include, but not be limited to:
  - Technical assistance provider
  - Home Energy Score provider(s)
  - Community based organization(s) or other provider(s) for fully subsidized installations
  - Heat Pump installer
  - Other weatherization providers, etc.
- What types of program partners are needed?
- What types of agreements or contracts are needed to involve program partners?
- Will there be a role for volunteers (e.g., Energize Ambassadors)? If so:
  - What is their role?
  - Will they receive stipends?
  - How will stipends be funded?
- What is our approach to customer support and management?

## Exhibit B

# Home Energy Score Model Ordinance

### Background

More than 50% of the homes in Thurston County were built before 1990, with nearly 20% built at least 50 years ago (U.S. Census Bureau, 2015-2019 American Community Survey 5-Year Estimates). The large proportion of older homes in the region suggest that many would benefit from energy-and-cost-saving retrofits. Additionally, more than two-thirds of the housing units that will exist in 2050 already exist today, so retrofitting existing homes to improve energy efficiency is a key strategy to meet regional climate mitigation goals (TRPC, 2020).

One of the barriers to improving the energy efficiency of existing housing units is a lack of homeowner awareness and information on the energy performance of their properties. Without this information, it is challenging for consumers to prioritize energy efficiency in home purchasing and improvement decisions. To address this challenge, several cities and states have developed residential home energy labeling policies and programs. HES ordinances have been adopted in several cities around the US including Portland, OR; Minneapolis, MN; and Austin, TX. These cities provide valuable foundations for implementing effective home energy audits and how to design policies that encourage participation.

Home energy assessment and disclosure programs provide homebuyers and occupants with an assessment of home energy performance, expected energy costs, and recommendations for cost-effective improvements to reduce energy use and costs. Home energy assessment reports can be used to help prioritize home renovations and compare the expected energy costs of multiple homes. By making energy costs transparent to consumers, home energy labeling programs also provide a mechanism for the real estate market to value both energy performance and home energy improvements that reduce the total cost of home ownership.

### Alignment with State Policy

In the 2023 WA state legislative session, House Bill 1433<sup>4</sup> proposed to create a statewide framework for Home Energy Score Disclosure programs. While HB 1433 does not mandate energy assessments, it would establish a standard framework for home energy assessment reports and licensing requirements for energy assessors. This statewide framework would enable local governments to promote, incentivize, and/or require home energy assessments and disclosures more easily. Staff expect that HB 1433 (or similar) will be reintroduced for the 2024 session. If adopted by the state legislature, a statewide home energy assessment framework would significantly reduce the costs and staff time needed for local policy development and implementation.

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<sup>4</sup> House bill 1433 second substitute can be found here [1433-S2.pdf \(wa.gov\)](#).

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***Exhibit B: Home Energy Score Model Ordinance Project Plan***

## HES Model Ordinance Goals

The TCMC Home Energy Score Disclosure Model Ordinance and Supporting Program (HES Policy) will include a proposed regional policy for residential energy assessments and disclosures, a proposal for a supporting administrative program to implement the regional policy, and estimated implementation costs. By working together to design and propose a regional policy for consideration by the TCMC Jurisdiction Parties, the TCMC aims to achieve the following goals:

- Develop a regionally consistent policy for assessment and disclosure of residential energy performance ratings. Note: This initiative only includes the development of a model ordinance. The Jurisdiction Parties (Lacey, Olympia, Tumwater, and Thurston County) will individually consider adoption of the proposed policy in early 2025.
- Provide a framework for Thurston residents to learn about their home energy performance, expected energy costs, and cost-effective improvements to reduce energy consumption and the cost of home ownership/occupancy.
- Connect homeowners/occupants to existing and forthcoming resources, guidance, and incentives to simplify energy efficiency retrofits.
- Support energy equity and housing affordability by providing subsidized home energy assessments and additional resources for low- and moderate-income homeowners and renters.
- Increase implementation of home energy efficiency and electrification upgrades and retrofits.
- Develop a monitoring and reporting system to track implementation of home energy assessments and energy efficiency upgrades.
- Provide a mechanism for the real estate market to value both home energy performance and home energy improvements that reduce the cost of homeownership/occupancy.

## Stakeholder Engagement Approach

Key considerations for the design of a home energy score policy include the type of energy assessment data and assessment/ranking tool, timing of disclosure, compliance and enforcement options, exemptions, enforcement policies and any provisions for low-income subsidies.

To design the model ordinance, the TCMC Staff Team will start by reviewing existing home energy assessment and disclosure policies, best practices and resources for home energy assessments, and existing housing market data for Thurston County. Based on this research, the Staff Team will develop preliminary recommendations for key code concepts and then host focus groups to collect stakeholder feedback on the proposed concepts.

After receiving the initial stakeholder feedback, the Staff Team will draft the model ordinance for further review and feedback from key stakeholders, community members, and the jurisdiction partners. Based on this feedback, the staff team will refine the proposed model ordinance, outline a supporting program to implement the proposed policy, and estimate implementation costs.

**Stakeholder Outreach Goals:**

- Inform community members and partners of the HES model ordinance policy and supporting program plan.
- Engage stakeholders in meaningful discussion on how the HES policy can be designed to support climate goals, energy equity, and housing affordability; identify potential barriers or challenges for community members and/or affected industries; and design strategies to overcome any challenges.
- Provide a mechanism for community partners and members to provide feedback and identify potential barriers to successful implementation of the HES model ordinance policy and program.

**Stakeholder Focus Groups**

Examples of stakeholder groups to include in focus groups include, but are not limited to, the following:

- Realtors
- Mortgage brokers
- Building and construction industry representatives
- Faith-based organizations
- Home and energy inspectors
- First-time home buyers
- Puget Sound Energy (PSE)
- Low-income housing and weatherization service providers

**Roles of Staff Team and Partner Jurisdictions****Project Management**

The project manager and co-manager are responsible for managing all policy activities detailed below. The co-managers will request support from the other TCMC Staff Team members as needed.

- Project Manager: Linsey Fields, City of Lacey Climate and Sustainability Coordinator
- Project Co-Manager: Alyssa Jones-Wood, City of Tumwater Sustainability Coordinator

**Contracting**

The City of Olympia will be responsible for procuring and managing third-party contractors to provide professional services for both 2024 Regional Initiatives (Home Energy Score Model Ordinance and Energy Efficiency and Electrification Campaign) which may include developing requests for proposals and/or qualifications, developing scopes of work and contracts, managing deliverables, and other related tasks. The City of Olympia will issue invoices to each jurisdiction for their share of expenses.

Contracting and cost-sharing responsibilities will be specified in the forthcoming interlocal agreement (ILA) for 2024 regional initiatives.

**Project Activities, Timeline, and Deliverables****Step 1: Policy Research (January-March 2024)**

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***Exhibit B: Home Energy Score Model Ordinance Project Plan***

- 1.1. Execute interlocal agreement (ILA) for 2024 TCMC regional initiatives.
  - ILA will cover the planning phase of both “policy” and “campaign” components of the 2024 regional initiative.
- 1.2. Market Assessment
  - Examine local housing market listing and sale trends, local home energy assessor/auditor workforce capacity, and typical costs for local home energy assessments.
  - Market research may include an analysis of existing reports and data and/or engagement with local service providers, home energy assessors, realtors, state energy programs, etc.
- 1.3. Policy Research
  - Review current and past home energy assessment policies, incentives, and programs. Identify best practices and lessons learned from previous programs implemented in Thurston County and other jurisdictions.
  - As needed, interview staff from jurisdictions with similar policies and programs to identify best practices and key considerations for policy design and implementation.
- 1.4. Policy Goals and Code Concepts
  - Based on the results of the market assessment and policy research, refine Policy Goals and draft proposed Code Concepts for stakeholder review and feedback.

*Step 1 Deliverables*

- Memo summarizing the results of Step 1 (market assessment, policy research, and initial draft of policy goals and code concepts).

**Step 2: Stakeholder Engagement (March-June 2024)**

- 2.1. Stakeholder Engagement Part 1: Conduct focus groups to collect stakeholder feedback on proposed policy goals and code concepts.
  - Identify key local stakeholders to engage in policy development focus groups.
  - Execute service provider agreement for stakeholder engagements. Coordinate with EEE Regional Initiative stakeholder engagement.
  - Conduct focus groups and produce meeting summaries.
- 2.2. TCMC Engagement
  - Briefing and discussion with Climate Advisory Workgroup on proposed Policy Goals and Code Concepts.
  - Briefing and discussion with Executive Committee on proposed Policy Goals and Code Concepts.

*Step 2 Deliverables*

- Summary of focus group feedback.

**Step 3: Draft Model Ordinance and Proposal for Supporting Program (July-September 2024)**

- 3.1. Draft Model Ordinance

- Develop a joint staff recommendation for a model ordinance based on the results of the market assessment and policy research, identified best practices, and stakeholder feedback.
- 3.2. Design Supporting Program and Preliminary Budget
- Identify key criteria and strategies to develop and implement a supporting program to administer a regionally coordinated home energy score disclosure policy.
  - Estimate staffing needs and costs for program development and ongoing implementation.
  - One-time program development needs and costs may include:
    - Developing a central website with policy information and resources.
    - Developing policy factsheets and guidance for administrative determinations.
    - Energy-assessor recruitment and training.
    - Realtor and lender outreach and training.
  - Ongoing program implementation needs and costs may include:
    - Quality Assurance
    - Compliance
    - Enforcement
    - Subsidies for low- and moderate-income households
    - Ongoing stakeholder outreach, workforce recruitment and development, website maintenance, customer support, etc.
- 3.3. Partners request budget to develop a regional home energy score supporting program in 2025.

**Step 3 Deliverables**

- Draft model ordinance.
- Proposed supporting program design and implementation budget.

**Step 4: Refine Model Ordinance and Proposal for Supporting Program (October-December 2024)**

- 4.1. Stakeholder Engagement Part 2: Publish draft ordinance for stakeholder and community review and feedback.
- 4.2. Brief jurisdiction Advisory Boards, Committees, Commissions, etc.
- 4.3. Brief TCMC Climate Advisory Workgroup and Executive Committee.
- 4.4. Revise model ordinance, program proposal, and budget, as needed, to address stakeholder and jurisdiction comments.

**Step 4 Deliverables**

- Final model ordinance for consideration by all jurisdiction partners.
- Supporting program design and implementation budget.

**Step 5: Jurisdictions Consider Ordinance Adoption (target: January – February 2025)**



*2024 Thurston Climate Mitigation Collaborative Regional Initiative ILA*  
*Exhibit B: Home Energy Score Model Ordinance Project Plan*

**Appendix A:**

**Questions to Resolve During Policy Design**

- Which home energy performance and assessment data and reports will be required?
- How will non-compliance penalties be assessed and enforced?
- What is the penalty for non-compliance?
- How will the home energy disclosure be integrated into the Multiple Listing Service (MLS)?
- Will any home or sale types be excluded from the disclosure requirement?
- How will policy effectiveness be measured and reported?
- How will subsidies and/or other support be provided for low-moderate income households?  
How will income qualification be determined?
- What rulemaking and/or program development will need to occur after ordinance adoption?
- Which policy and/or program elements will be implemented by individual jurisdictions vs. regionally coordinated?
- How can the policy and/or supporting program be designed to leverage existing rebates, incentives, financing, and other implementation support?

2024 Thurston Climate Mitigation Collaborative Regional Initiative ILA  
Exhibit C: Budget for 2024 Regional Initiatives

## Exhibit C

### Budget for 2024 Regional Initiatives (January – December 2024)

This proposed budget covers both 2024 TCMC regional initiatives:

- **Residential Energy Efficiency and Electrification Campaign: Phase I - Design and Planning**
- **Home Energy Score Model Ordinance**

The budget includes project tasks that are expected to be completed by third-party contractors. Project tasks not listed here will be completed in-house by jurisdictional staff.

Project Step and Task	Description	Total
<b>Campaign Component</b>		
Step 1: Launch Advisory Support Service		
1.3 Personal electrification planning (PEP) tool	One year of localized web platform to support residents (homeowners and renters) throughout the electrification process. This PEP tool will be integrated into the foundational SIO website for access by Thurston County residents, based on user zip code.	\$7,000
1.4 Advisory Service	1-on-1 advisory service for residents to include both: - Unlimited low-touch support via email - High-touch support via phone and video calls for a maximum of 200 calls	\$12,500
Step 2: Background Research and Stakeholder Engagement		
2.4 Stakeholder Engagement	Contract services to facilitate stakeholder engagements <i>(in coordination with Policy Component)*</i>	\$10,000
Step 4: Prepare to Launch Campaign		
4.4 Develop communications plan and materials	Contract services to brand and develop outreach materials aligning with Energize Olympia and/or Switch Is On campaign.	\$5,000
<b>Policy Component</b>		
2.1 Stakeholder Engagement	Contract services to facilitate stakeholder engagements <i>(in coordination with Campaign Component)*</i>	\$25,000
<b>Subtotal</b>		<b>\$59,500</b>
<b>Per Partner</b>		<b>\$14,875</b>

\* Stakeholder engagement activities for the two regional initiatives will be combined into one contract with a stakeholder engagement service provider.

TO: City Council  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: March 5, 2024  
 SUBJECT: Grant Agreement with the WA Dept of Commerce for the City Hall Solar plus Storage Feasibility and Design Project

---

1) Recommended Action:

Approve and authorize the Mayor to sign the Grant Agreement with the WA Dept of Commerce for the Tumwater City Hall Solar plus Storage Feasibility and Design Project.

This grant agreement was recommended for approval by the Public Works Committee at their February 22, 2024 meeting.

---

2) Background:

On March 21, 2023, staff submitted a grant proposal to the Washington Department of Commerce for their solar plus storage funding opportunity. The grant proposal was to conduct solar plus storage feasibility assessments and preliminary design at City Hall. On August 8, 2023, the Department of Commerce informed the City that the grant proposal was selected for award.

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. The project funded by the Department of Commerce solar plus storage 2 funding will help advance Strategy B5 of the TCMP, "increase the production of local renewable energy."

---

3) Policy Support:

- Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

☐ No alternatives suggested

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5) Fiscal Notes:

The Department of Commerce awarded funding to the City in the amount of \$14,900. There is no required match from the City.

---

6) Attachments:

A. Solar plus Storage Grant Agreement - City Hall



**Interagency Agreement with**

City of Tumwater

**through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-116

**For**

Tumwater City Hall Feasibility and Preliminary Design - T1: Planning

**Dated:** Friday, September 1, 2023

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## Face Sheet

Contract Number: 23-53701-116

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> Tumwater, City of 555 Israel Road SW TUMWATER, WA 98501		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Alyssa Jones Wood Project Manager (360) 754-4140 ajoneswood@ci.tumwater.wa.us		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div> David Hecker  Program Manager  360-725-2767  solar@commerce.wa.gov </div> <div> P.O. Box 42525  1011 Plum St  Olympia, WA 98504-2525 </div> </div>	
<b>5. Contract Amount</b> \$14,900.00	<b>6. Funding Source</b> Federal:   State: X   Other: N/A:		<b>7. Start Date</b> 09/01/2023
<b>8. End Date</b> 06/30/2024			
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0007172-00	
<b>12. UBI #</b> 344000001		<b>13. UEI #</b> N/A	
<b>14. Contract Purpose</b> T1: Planning and pre-development. The City of Tumwater will conduct a site assessment and community engagement to complete a feasibility assessment and initial project designs to build upon and expand City Hall's current solar array. The objective of this project is to engage the community to envision a solar and storage system which serves their needs and increases the resiliency of City Hall and the community.			
<p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso</p>			
<b>FOR GRANTEE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Debbie Sullivan, Mayor   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date		<b>FOR COMMERCE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Michael Furze, Assistant Director, Energy Division   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date   <b>APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE</b>	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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

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

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

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications numbered SOLSTOR-23 (the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$14,900.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

#### **Invoices and End of Fiscal Year**

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

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

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

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be



paid by any other source, including grants, for that service.

#### Disallowed Costs

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

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

### **8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program-Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

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

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

## 6. **COPYRIGHT**

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

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

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

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

## 7. **DISPUTES**

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

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

## **9. INDEMNIFICATION**

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

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **11. RECAPTURE**

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

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

## **12. RECORDS MAINTENANCE**

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

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

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

## **13. SAVINGS**

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

## **14. SEVERABILITY**

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

## **15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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

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

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

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

## 16. **SURVIVAL**

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

## 17. **TERMINATION FOR CAUSE**

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

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

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

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

## 18. **TERMINATION FOR CONVENIENCE**

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

## 19. **TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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



## **Attachment A: Scope of Work**

### **Tumwater City Hall Feasibility and Preliminary Design**

#### **1. Task 1: Site Assessment**

Olympia Community Solar will work with the City of Tumwater to collect necessary building and energy consumption data including identifying all opportunities for both roof-mounted and ground-mounted solar and any potential construction hurdles. The project team will do a site visit to observe the site and facility, discuss the overall energy consumption patterns throughout the day, week, and year and discuss any additional future loads.

*Deliverable:* Summary report on the data analysis of building and energy consumption data.

#### **2. Task 2: Community Engagement**

The City of Tumwater and Olympia Community Solar will engage members of the community through various means. City staff will table at least once at the Tumwater distribution site of the Thurston County Food Bank to have conversations with community members about which services are most important at City Hall to remain powered in the event of a power outage. Olympia Community Solar will also engage members of the community online and in-person through distributing the survey, creating and distributing educational content, and answering community member's questions. City of Tumwater staff will facilitate at least one key stakeholder meeting between City staff, local Emergency Officials, and Puget Sound Energy and one meeting with the general public.

*Deliverable:* Summary of data collected by community engagement including a list of priority electricity uses. Additionally, notes and list of attendees from meetings described above.

#### **3. Task 3: Feasibility Assessment and Design**

Olympia Community Solar and their subcontractor MZ Solar Consulting will produce a report summarizing the findings of the site assessment, community engagement, and feasibility assessment. This report will also include preliminary design for the solar and storage system.

*Deliverables:*

- Production of an educational display about the future solar installation project to be displayed at City Hall; and
- A final report inclusive of findings from the site assessment, community engagement, project feasibility assessment, as well as preliminary design drawings and specifications.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Site Assessment	Summary report on the data analysis of the building and energy consumption data	June-24	\$3,000.00
B	Community Engagement	Summary of data collected by community engagement	June-24	\$3,000.00
		List of priority electricity uses		
		List of meeting attendees		
		Meeting Minutes		
		Outreach and educational materials		
C	Feasibility Assessment and Design	Photo of installed educational display about the future solar installation project	June-24	\$8,900.00
		Final report including findings of the site assessment, community engagement, project feasibility assessment, preliminary design drawings, and specifications.		
			Total	\$14,900.00

## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

TO: City Council  
 FROM: Alyssa Jones Wood, Sustainability Coordinator  
 DATE: March 5, 2024  
 SUBJECT: Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project

---

1) Recommended Action:

Approve and authorize the Mayor to sign the Grant Agreement with the WA Dept of Commerce for the Tumwater Library Solar plus Storage Feasibility and Design Project.

This grant agreement was recommended for approval by the Public Works Committee at their February 22, 2024 meeting.

---

2) Background:

On March 21, 2023, staff submitted a grant proposal to the Washington Department of Commerce for their solar plus storage funding opportunity. This proposal was to conduct solar plus storage feasibility assessments and preliminary design at the Tumwater Timberland Library. On August 8, 2023, the Department of Commerce informed the City that the grant proposal was selected for award.

The Thurston Climate Mitigation Plan (TCMP) was accepted by the City Council via Resolution R2021-001 on January 19, 2021. The project funded by the Department of Commerce solar plus storage 2 funding will help advance Strategy B5 of the TCMP, "increase the production of local renewable energy."

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3) Policy Support:

- Be a leader in Environmental Sustainability
    - Continue to update and advance the Climate Action Plan
- 

4) Alternatives:

☐ No alternatives suggested

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5) Fiscal Notes:

The Department of Commerce awarded funding to the City in the amount of \$14,900. There is no required match from the City.

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6) Attachments:

A. Solar plus Storage Grant Agreement - Library



**Interagency Agreement with**

City of Tumwater

**Through**

Solar plus Storage for Resilient Communities

**Contract Number:**

23-53701-117

**For**

Tumwater Timberland Library Feasibility and Preliminary Design - T1:  
Planning

**Dated:** Friday, September 1, 2023

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## Face Sheet

Contract Number: 23-53701-117

### Energy Division, Energy Programs in Communities Solar plus Storage for Resilient Communities

<b>1. Grantee</b> Tumwater City of 555 Israel Road SW TUMWATER, WA 98501		<b>2. Grantee Doing Business As (as applicable)</b> N/A	
<b>3. Grantee Representative</b> Alyssa Jones Wood Project Manager (360) 754-4140 ajoneswood@ci.tumwater.wa.us		<b>4. COMMERCE Representative</b> <div style="display: flex; justify-content: space-between;"> <div> David Hecker  Program Manager  360-725-2767  solar@commerce.wa.gov </div> <div> P.O. Box 42525  1011 Plum St  Olympia, WA 98504-2525 </div> </div>	
<b>5. Contract Amount</b> \$14,900.00	<b>6. Funding Source</b> Federal:   State: <b>X</b> Other: <b>N/A</b> :	<b>7. Start Date</b> 09/01/2023	<b>8. End Date</b> 06/30/2024
<b>9. Federal Funds (as applicable)</b> N/A		<b>Federal Agency:</b> N/A	
<b>10. Tax ID #</b> XXXXXXXXXXXXXXXXX		<b>11. SWV #</b> SWV0007172-00	<b>12. UBI #</b> 344000001
<b>13. UEI #</b> N/A			
<b>14. Contract Purpose</b> T1: Planning and pre-development. The City of Tumwater will conduct a site assessment and community engagement to complete a feasibility assessment and initial project designs of a solar plus battery storage at the city's Timberland Library. This objective of this project is to engage the community to envision a solar and storage system which serves their needs and increases the resiliency of the library and the community.			
<p>COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Grantee Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget, Attachment "C" – Proviso</p>			
<b>FOR GRANTEE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Debbie Sullivan, Mayor   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date		<b>FOR COMMERCE</b>   <div style="border-bottom: 1px solid black; width: 100%;"></div> Michael Furze, Assistant Director, Energy Division   <div style="border-bottom: 1px solid black; width: 100%;"></div> Date   <b>APPROVED AS TO FORM ONLY  BY ASSISTANT ATTORNEY GENERAL  APPROVAL ON FILE</b>	

## **Program Specific Terms and Conditions**

As identified herein, notwithstanding General Terms and Conditions Sections, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

### **1. SUBGRANTING/SUBCONTRACTING (REPLACES GENERAL TERMS AND CONDITIONS #15)**

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

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

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

### **2. SOLAR PLUS STORAGE FOR RESILIENT COMMUNITIES GRANT REQUIREMENTS**

Grantee agrees to comply with the requirements and follow the guidelines as outlined in the Request for Applications numbered SOLSTOR-23(the "RFA"), incorporated by this reference as if fully set forth herein. In the event of conflict between the RFA and the agreement, the Agreement prevails.

### **3. REPORTING REQUIREMENTS**

During the contract term, the Grantee must provide quarterly written reports to Commerce for project update purposes. Quarterly reports are due no later than 15 days after the end of each quarter or at the time of invoice for the quarter to be reported. The report form will be provided by Commerce. The intent is to collect a description of the project activity that occurred during the period, including but not limited to:

- a. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
- b. The project milestones met to date and anticipated in the subsequent quarter;
- c. Any additional metrics required from the capital budget proviso, legislature, governor's office, or Commerce;
- d. Quarterly updated budget projections for project expenditures;
- e. The grant expenditures to date and anticipated in the next quarter.

## **Special Terms and Conditions**

### **1. AUTHORITY**

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

### **2. CONTRACT MANAGEMENT**

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

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

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

### **3. COMPENSATION**

COMMERCE shall pay an amount not to exceed \$14,900.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the schedule set forth in Attachment B: Budget.

### **4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE via the Commerce Contracts Management System, which is available through the Secure Access Washington (SAW) portal.

If required, the attachments to the invoice request in the Commerce Contracts Management System shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number listed on the Face Sheet.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

#### **Invoices and End of Fiscal Year**

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

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

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

#### **Duplication of Billed Costs**

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be



paid by any other source, including grants, for that service.

#### Disallowed Costs

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

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

### **5. SUBCONTRACTOR DATA COLLECTION**

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

### **6. INSURANCE**

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

### **7. FRAUD AND OTHER LOSS REPORTING**

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

### **8. ORDER OF PRECEDENCE**

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

- Applicable federal and state of Washington statutes and regulations
- Attachment C – Proviso
- Program-Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

## **General Terms and Conditions**

### **1. DEFINITIONS**

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

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

### **2. ALL WRITINGS CONTAINED HEREIN**

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

### **3. AMENDMENTS**

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

### **4. ASSIGNMENT**

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

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

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

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

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

## **6. COPYRIGHT**

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

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

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

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

## **7. DISPUTES**

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

an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

## **8. GOVERNING LAW AND VENUE**

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

## **9. INDEMNIFICATION**

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

## **10. LICENSING, ACCREDITATION AND REGISTRATION**

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

## **11. RECAPTURE**

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

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

## **12. RECORDS MAINTENANCE**

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

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

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

## **13. SAVINGS**

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

## **14. SEVERABILITY**

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

## **15. SUBCONTRACTING (Replaced by Program-Specific Terms and Conditions #1)**

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

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

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

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

## 16. **SURVIVAL**

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

## 17. **TERMINATION FOR CAUSE**

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

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

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

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

## 18. **TERMINATION FOR CONVENIENCE**

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

## 19. **TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and

(iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

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

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

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

## **20. TREATMENT OF ASSETS**

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

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the Grantee to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further

damage.

- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subcontractors.

21. **WAIVER**

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



## **Attachment A: Scope of Work**

### **Tumwater Timberland Library Feasibility and Preliminary Design**

#### **1. Task 1: Site Assessment.**

Olympia Community Solar will work with the City of Tumwater to collect necessary building and energy consumption data on the Timberland Library, including identifying all opportunities for both roof-mounted and ground-mounted solar and any potential construction hurdles. The project team will do a site visit to observe the site and facility, discuss with Tumwater City and Olympia Community Solar the overall energy consumption patterns throughout the day, week, and year and discuss any additional future loads.

*Deliverable:* Summary report on the data analysis of building, energy consumption data, and information gleaned from site visit.

#### **2. Task 2: Community Engagement.**

The City of Tumwater and Olympia Community Solar will engage members of the community through various means. City staff will table at the library at least once to have conversations with library patrons and will distribute a survey to assess which services are most important to library patrons in the event of a power outage. Olympia Community Solar will also engage members of the community online and in-person by distributing the same survey, creating and distributing educational content, and answering community member's questions. City of Tumwater staff will facilitate at least one key stakeholder meeting between City staff, local Emergency Officials, and Puget Sound Energy. During this meeting project managers will ask the same questions that we're posing to the public plus open ended questions related to their respective needs and desires. Lastly, project staff will interview the Tumwater Timberland Library Branch Manager and City of Tumwater facilities staff to determine what essential services might have been overlooked by library patrons that they believe are essential to service.

*Deliverable:* Summary of data collected by community engagement including a list of priority electricity uses. Additionally, notes and attendance lists for meetings described above.

#### **3. Task 3: Feasibility Assessment and Design**

Olympia Community Solar and their subcontractor MZ Solar Consulting will produce a report summarizing the findings of the site assessment, community engagement, and feasibility assessment. This report will also include preliminary design for the solar and storage system.

*Deliverables:*

- Production of an educational display at the library about the future solar installation project; and
- A final report inclusive of findings from the site assessment, community engagement, project feasibility assessment, as well as preliminary design drawings and specifications.



## Attachment B: Budget

Milestone	Milestone and Task Description	Key Deliverables	Expected Completion Date	Commerce Grant Amount
A	Site Assessment	Summary report on the data analysis of the building and energy consumption data	June-24	\$3,000.00
B	Community Engagement	Summary of data collected by community engagement	June-24	\$3,000.00
		List of priority electricity uses		
		List of meeting attendees		
		Meeting minutes		
		Outreach and educational materials		
C	Feasibility Assessment and Design	Photo of installed educational display about the future solar installation project	June-24	\$8,900.00
		Final report including findings of the site assessment, community engagement, project feasibility assessment, preliminary design drawings, and specifications.		
<b>Total</b>				<b>\$14,900.00</b>

## **Attachment C: Proviso Governing this Program**

Engrossed Substitute Senate Bill 5693; 68th Legislature, 2023 Regular Session  
2023-2025 Operating Budget  
Section 132

(4) \$37,000,000 of the general fund—state appropriation for fiscal year 2024 and \$37,000,000 of the general fund—state appropriation for fiscal year 2025 are provided solely for grants to increase solar deployment and installation of battery storage in community buildings to enhance grid resiliency and provide backup power for critical needs, such as plug load and refrigeration for medication, during outages or to provide incentives to support electric utility demand response programs that include customer-sited solar and battery storage systems. Eligible uses of the amounts provided in this subsection include, but are not limited to, planning and predevelopment work with vulnerable, highly impacted, and rural communities. For the purposes of this subsection "community buildings" means K-12 schools, community colleges, community centers, recreation centers, libraries, tribal buildings, state and local government buildings, and other publicly owned infrastructure.

TO: City Council  
FROM: Brian Hurley, Fire Chief  
DATE: March 5, 2024  
SUBJECT: Forestland Response Agreement Amendment No. 1 with the Department of Natural Resources

---

1) Recommended Action:

Authorize the Mayor to sign the Forestland Response Agreement Amendment No. 1 with the Washington State Department of Natural Resources.

The agreement was reviewed at the City Council Work Session on February 27, 2024.

---

2) Background:

The City has an existing Forestland Response Agreement with the Department of Natural Resources (DNR) that expires on March 19, 2024. The agreement provides for mutual assistance and cooperation in the control and suppression of forestland fires. The Forestland Response Agreement is an important tool outlining mutual aid and wildland fire dispatch processes leading to collaboration across jurisdictions to safely suppress unwanted fire. The DNR is working on a Forestland Response Agreement template update but that will not be available for the 2024 fire season. The purpose of this agreement is to extend the existing agreement through the end of 2025.

<https://weblink.ci.tumwater.wa.us/public/0/doc/388730/Page1.aspx>

---

3) Policy Support:

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

---

4) Alternatives:

☐ Do not recommend

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5) Fiscal Notes:

None

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6) Attachments:

A. Forestland Response Agreement Amendment No. 1



## WILDFIRE

### STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (DNR)

#### AMENDMENT NO. 1

#### TO

#### FORESTLAND RESPONSE AGREEMENT, DNR CONTRACT NO. 93-098758

**PI:** 221, 222, 223, 224

**Funding Source:** State

**Grant Funded:** ☒ No

**OMWBE:** ☐ Small Business ☐ Veteran Owned ☒ Not Applicable

**Procurement method:** ☒ Exempt, Department of Enterprise Services, Sole Source Contract Policy No. POL-DES-140-00, Section 5, Item 2, RCW 39.26.125(10)

**Washington State UBI #:** 344-000-001

**Statewide Vendor (SWV) #:** SWV0007172-00

**Federal EIN #:** 91-6001520

The Forestland Response Agreement (FLRA) by and between the Washington State Department of Natural Resources, South Puget Sound Region, hereinafter referred to as “DNR” or AGENCY, and City of Tumwater by and through its Fire Department, hereinafter referred to as “District/Department” is amended as follows:

**Section 3.** Term is hereby amended as follows:

3. Term. The term of this agreement is from June 6, 2019, or date of execution, whichever is later, though December 31, 2025.

The reason for this change is to extend the current FLRA to allow more time for the development of revised DNR FLRA Agreement with Fire District and Departments.

The effective date of this Amendment is \_\_\_\_\_, or the last date of execution, whichever is later.

ALL OTHER TERMS AND CONDITIONS of the original contract and any subsequent amendments remain in full force and effect.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

**IN WITNESS WHEREOF, the parties hereby execute this Amendment.**

**CITY OF TUMWATER BY AND  
THROUGH ITS FIRE DEPARTMENT**

**STATE OF WASHINGTON  
DEPARTMENT OF NATURAL  
RESOURCES – SOUTH PUGET  
SOUND REGION**

\_\_\_\_\_  
Signature Date

**Debbie Sullivan**

\_\_\_\_\_  
Name

**Mayor**

\_\_\_\_\_  
Title

**555 Israel Road SW  
Tumwater, WA 98501**

\_\_\_\_\_  
Address

**360-754-4170**

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature Date

**Don Melton**

\_\_\_\_\_  
Name

**Region Manager**

\_\_\_\_\_  
Title

**950 Farman Avenue North  
Enumclaw, WA 98022**

\_\_\_\_\_  
Address

**360-825-1631**

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature Date

**Melody Valiant – City Clerk**

\_\_\_\_\_  
Name& Title

**APPROVED AS TO FORM**

\_\_\_\_\_  
Signature Date

**Karen Kirkpatrick – City Attorney**

\_\_\_\_\_  
Name & Title

TO: City Council  
 FROM: Mary Heather Ames, Assistant Transportation and Engineering Director  
 DATE: March 5, 2024  
 SUBJECT: Resolution No. R2024-003, Amending the 2024-2029 Six-Year Transportation Improvement Program

---

1) Recommended Action:

Adopt Resolution No. R2024-003, amending the 2024-2029 Six-Year Transportation Improvement Program.

This item was reviewed by the Public Works Committee at their February 22, 2024, meeting.

---

2) Background:

The 2024-2029 TIP was adopted in June of 2023. Staff is proposing an amendment to the 2024-2029 Six-Year TIP to address new circumstances brought to light based on a technical analysis.

Percival Creek crosses Somerset Hill Dr between Tyndell Circle SW and Thorpe Drive SW via an aluminum culvert. The existing culvert is listed as a partial barrier to fish-passage due to flow velocities. The culvert is placed perpendicular to the roadway, even though the stream alignment is skewed on either side of the road. This reach of Percival Creek is located within a confined ravine, which limits channel movement. The existing culvert directs flows to the right bank of the ravine, immediately downstream of the culvert outlet. This has resulted in excessive erosion along the right bank of the ravine and stream channel, forcing the stream out of its historic channel.

In June of 2023, a consultant conducted a Type, Size, and Location Study for the Percival Creek crossing under Somerset Hill Drive. Based on the study, a project has been developed to replace the current partial barrier with a 60' to 90' bridge. The bridge will allow for unimpeded fish and wildlife habitat and passage at the crossing. It will also allow Percival Creek sufficient space to meander and change sediment deposition and bankfull width over time.

This amendment will add the Somerset Hill Fish Passage Barrier Removal project to the 2024-2029 TIP in anticipation of grant application and potential grant funding.

---

3) Policy Support:

Goals & Priorities 2023-2024

- B. Be a Leader in Environmental Sustainability – 12. Remove obstructions to fish passage.
  - C. Create and Maintain a Transportation System Safe for All Modes of Travel
- 

4) Alternatives:

- ☐ Recommend the public hearing address the amendment as presented.
- ☐ Recommend revisions to the TIP amendment.

---

5) Fiscal Notes:

The Somerset Hill Fish Passage Barrier Removal project is planned to be fully paid through grant funding.

---

6) Attachments:

- A. DRAFT Resolution No. R2024-003
- B. DRAFT Amended Six-Year TIP Project Map, 2024-2029

**RESOLUTION NO. R2024-003**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington amending the Six-Year Transportation Improvement Program for 2024-2029.

**WHEREAS**, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

**WHEREAS**, the Tumwater City Council adopted the 2024-2029 Transportation Improvement Program on March 7, 2023, following a public hearing; and

**WHEREAS**, the Tumwater City Council held a public hearing on February 20, 2024, to consider amending the 2024-2029 Six-Year Transportation Improvement Program; and

**WHEREAS**, the amended Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

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

**Section 1. Amendment.** The City of Tumwater's Six-Year Transportation Improvement Program for 2024-2029 is hereby amended to include the project shown attached hereto as Exhibit "A".

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

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.



**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



# Six Year Transportation Improvement Program Summary 2024 - 2029 Amendment

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			TIP Cost Fully Funded
		PLN	PE	RW	CN		Grant	Local	Total	
27	Somerset Hill Fish Passage Barrier Removal		X		X	Replacement of a partial barrier culvert with a bridge.	\$4,000,000		\$4,000,000	No

\*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



# Six Year Transportation Improvement Program

## From 2024 to 2029

Agency: Tumwater

County: Thurston

MPO/RTPO: TRPC

Y Inside

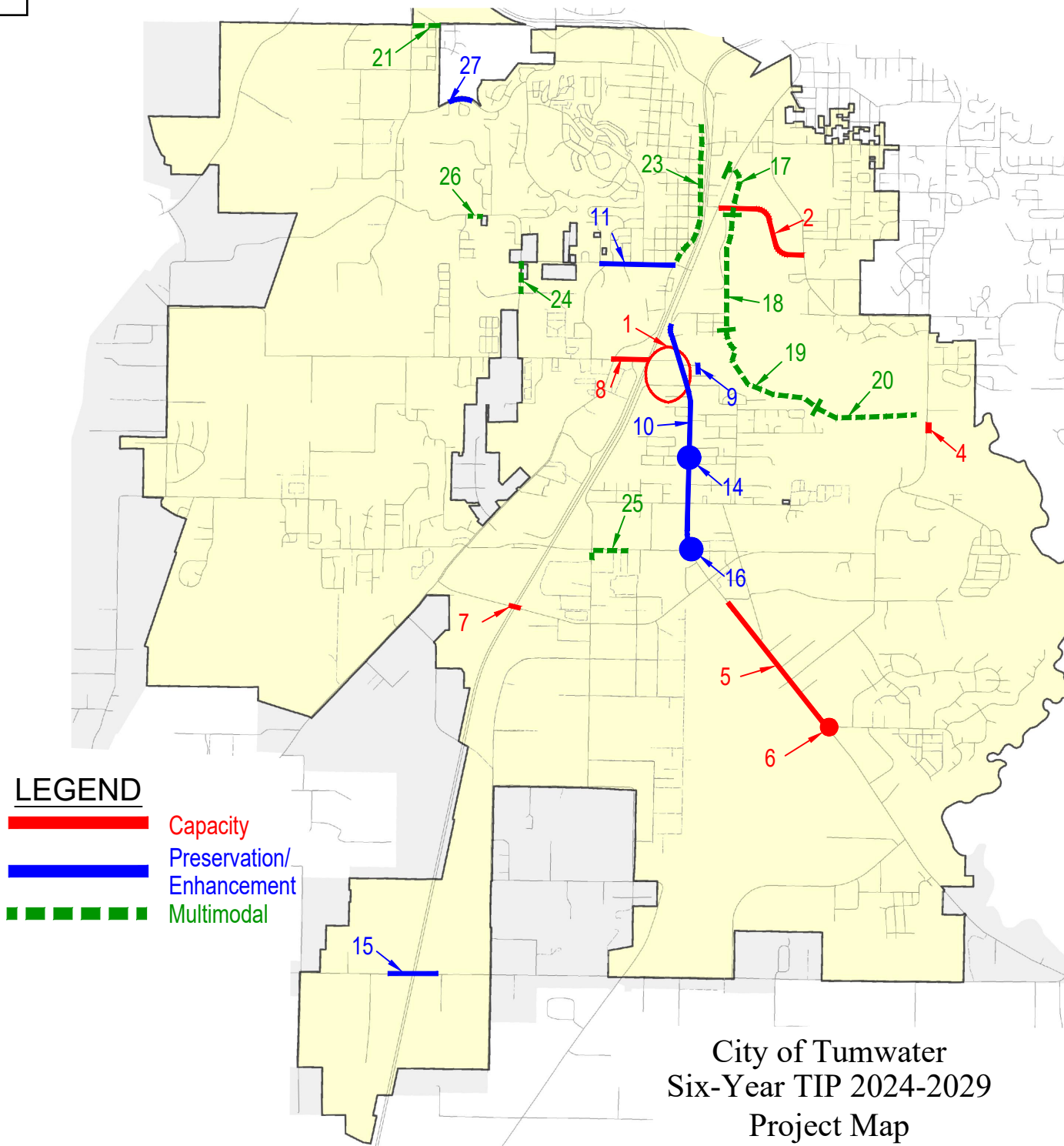
N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID  G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	27	Somerset Hill Fish Passage Barrier Removal Somerset Hill Drive 500' e/o Tyndle Circle to 500' w/o Thorp Drive This project will replace a current partial fish passage barrier with a bridge.	WA-15722					44	C G P S T W	0.060	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	PROTECT	600,000		0	0	600,000
P	CN	2028	PROTECT	3,400,000		0	0	3,400,000
Totals				4,000,000		0	0	4,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	50,000	200,000	200,000	150,000	0
CN	0	0	0	0	3,400,000
Totals	50,000	200,000	200,000	150,000	3,400,000

	Federal Funds		State Funds	Local Funds	Total Funds
Grand Totals for Tumwater	4,000,000		0	0	4,000,000

**CAPACITY**

1. I-5 / Trosper Rd / Capitol Blvd Reconfiguration
2. E St Connection
3. Brewery District Plan - Streetscape Improvements (Not Shown)
4. Henderson Blvd Bridge
5. Old Highway 99 Corridor Improvements - 79th Ave to 73rd Ave
6. Old Highway 99 / 79th Ave Roundabout
7. Tumwater Blvd Interchange
8. Trosper Road, Littlerock Road to I-5

**PRESERVATION / ENHANCEMENT**

9. Pavement Maintenance Program (Not Shown)
10. Capitol Boulevard Plan, Corridor Improvements
11. Linwood Ave Sidewalk, Susitna Lane to 2nd Ave
12. Safe Routes to School Program (Not Shown)
13. Traffic Signal Controller & Detection Upgrade (Not Shown)
14. X Street Roundabout
15. I-5 & SR121 / 93rd Ave SE Interchange Improvements Study
16. Capitol Blvd and Dennis St Roundabout
27. Somerset Hill Fish Passage Barrier Removal

**MULTIMODAL**

17. Deschutes Valley Trail, Segment A2
18. Deschutes Valley Trail, Segment B
19. Deschutes Valley Trail, Segment C
20. Deschutes Valley Trail, Segment D
21. Mottman Rd Improvements
22. Multimodal Improvements and Traffic Calming (Not Shown)
23. 2nd Ave Pedestrian Improvements
24. Rural Rd Shoulder Improvements
25. Israel Rd and Linderson Way Pedestrian and Bicycle Improvements
26. Percival Creek Fish Passage Barrier Removal

City of Tumwater  
Six-Year TIP 2024-2029  
Project Map

TO: City Council

FROM: Erika Smith-Erickson, Land Use and Housing Planner, and Brad Medrud, Planning Manager

DATE: March 5, 2024

SUBJECT: Resolution No. R2024-001, Hazards Mitigation Plan for the Thurston Region Fourth Edition

---

1) Recommended Action:

Adopt Resolution No. R2024-001, Hazards Mitigation Plan for the Thurston Region Fourth Edition.

This item was reviewed at the City Council Work Session on February 27, 2024.

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2) Background:

The Thurston Region is susceptible to many natural hazards. To receive federal mitigation funding and assistance in the event of a natural disaster, the City must develop and adopt a Hazards Mitigation Plan to reduce impacts to people, property, and the economy.

The City Council adopted the third edition of the *Hazards Mitigation Plan for the Thurston Region* in 2017. The 2017 Plan was based on a multi-jurisdictional process to develop mitigation strategies to reduce the risks of the most destructive hazards that threaten the region. The City is required to update their plan every five years and have it approved by the Federal Emergency Management Agency (FEMA) to maintain eligibility for federal mitigation grant programs. The City's Annex to the Plan identifies initiatives that the City will undertake to address hazards present in the City.

Over twenty local agencies in Thurston County worked together with the Thurston Regional Planning Council (TRPC) to prepare the fourth edition of the Plan starting in 2022. TRPC project website is here [4th Edition Hazards Mitigation Plan for the Thurston Region](#).

The Planning Commission held a public hearing on Resolution No. R2024-001 on January 23, 2024, and recommended the City Council approve the resolution and adopt the Hazards Mitigation Plan for the Thurston Region Fourth Edition. The City Council held a work session on the resolution on February 27, 2024.

FEMA indicated by email on February 8, 2024, that they completed their review, and Thurston County, Olympia, Tumwater, and Thurston PUD have met all federal hazard mitigation planning requirements, including the optional High Hazard Potential Dams requirement. FEMA issued their final approval letter for the fourth edition of the *Hazards Mitigation Plan for the Thurston Region* on February 27, 2024. Once the City Council approves and the Mayor signs Resolution No. R2024-001, staff will submit the resolution and exhibits to TRPC to send on to FEMA, so that the City of Tumwater Annex to the Plan can be appended to the FEMA approval letter.

---

3) Policy Support:

Goal C-1: Recognize the significant role played by natural features and systems in

determining the overall environmental quality and livability of Tumwater.

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.

City Council 2023 Strategic Priorities – Continue to update and advance the Climate Action Plan, Update the Tree Protection Ordinance, Expand the Community Risk Reduction Program, Implement City Emergency Management Program

---

4) Alternatives:

- ☐ Modify and approve Resolution No. R2024-001
- ☐ Reject Resolution No. R2024-001

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5) Fiscal Notes:

This is entirely an internally funded work program task.

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6) Attachments:

- A. Resolution No. R2024-001
- B. Presentation
- C. Tumwater Annex to the Fourth Edition of *the Hazards Mitigation Plan for the Thurston Region*

**RESOLUTION NO. R2024-001**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington adopting the 2024 update to the Hazards Mitigation Plan for the Thurston Region.

**WHEREAS**, the City of Tumwater is vulnerable to the human and economic costs of natural disasters; and

**WHEREAS**, the Tumwater City Council recognizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

**WHEREAS**, the City of Tumwater has been an active participant in the countywide process led by the Thurston Regional Planning Council to establish a comprehensive, coordinated planning process to eliminate or decrease these vulnerabilities; and

**WHEREAS**, the City of Tumwater has identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of Tumwater to the impacts of future disasters; and

**WHEREAS**, these proposed projects and programs have been incorporated into the 2024 update edition of the "Hazards Mitigation Plan for the Thurston Region" that has been prepared and issued for consideration and implementation by the communities of Thurston County;

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

**Section 1.** The Tumwater City Council hereby accepts and approves its designated portion of the 2024 update to the "Hazards Mitigation Plan for the Thurston Region" attached as Exhibit "A".

**Section 2.** The agency personnel of the City of Tumwater are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

**Section 3.** The City of Tumwater will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in its section of the strategy.

**Section 4.** The City of Tumwater will continue to participate in the updating and expansion of the "Hazards Mitigation Plan for the Thurston Region" in the years ahead.

**Section 5.** The City of Tumwater will further seek to encourage the businesses, employers, employees, residents, organizations, and community groups operating within and/or for the benefit of the City of Tumwater to also participate in the updating and expansion of the "Hazards Mitigation Plan for the Thurston Region" in the years ahead.

**Section 6. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 7. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 8. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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



# Hazards Mitigation Plan City of Tumwater Annex 2024 Resolution R2024-001



**HAZARDS**  
MITIGATION PLAN  
FOR THE THURSTON REGION

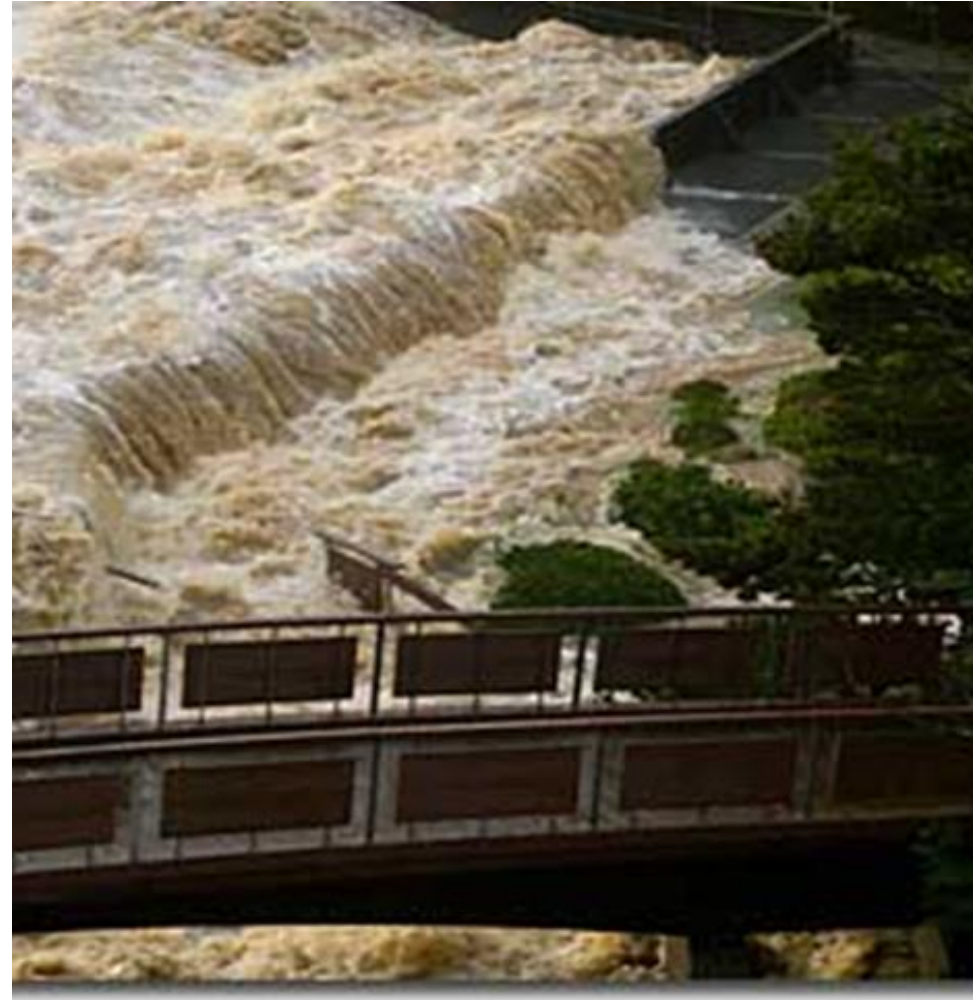


City Council – March 5, 2024



# Issue

- Earthquakes, landslides, severe storms, floods, wildland fires, volcanic events, and other hazards cause lengthy disruptions and are costly to communities
- Hazards mitigation planning is intended to identify and implement sustained actions that eliminate long-term risks to life and property



# Background

- The Federal Government enacted the Disaster Mitigation Act of 2000
- Jurisdictions must adopt a federally approved Hazards Mitigation Plan to apply for or to receive federal mitigation assistance program grants
- There is a multijurisdictional “Core Plan” for Thurston region and individual jurisdictional plans known are known as the “Annex”
- Plans must be updated every 5 years
- The Hazards Mitigation Plan was last updated in 2017



## Local Mitigation Planning Policy Guide

FP 206-21-0002

Released April 19, 2022, Effective April 19, 2023

OMB Collection #1660-0062



FEMA

# Overview



The City is susceptible to earthquakes, flooding, landslides, severe weather, and wildfires



The City Annex identifies actions that are specific to the vulnerabilities of Tumwater, which is responsible for implementing the actions



The City has identified 20 initiatives specific to Tumwater to go along with 12 Regional initiatives to help mitigate and reduce impacts of natural hazards



Categorized by initiative type: public outreach and information, plan coordination and implementation, data collecting and mapping, development regulations, hazard preparedness, hazard damage reduction, and critical facilities and replacement retrofit



# Hazards Addressed in the City Annex

- Wildfire
- Flood
- Earthquake
- Severe Weather
- Landslide
- Lahar

There is at least one City initiative for each hazard



# Mitigation Initiative Format

- Includes hazard(s) addressed
- Background and need
- Lead Department
- Cost and Time
- Funding source
- Source (how/where initiative was identified)
- Status

Annex: City of Tumwater

**TUM-EH-31: Include retrofitting and replacement of critical system elements in the Capital Facilities Plan**

**Benefit-Cost Review Score:** 31

**Status:** New

**Hazard Addressed:** Earthquake

**Category:** Hazard Damage Reduction

**Background and Need:** Repair, replacement, and improvements to existing critical systems and critical infrastructure with seismic retrofits are included as part of the [City 2020 Water System Plan](#). A seismic backbone map was drafted to identify critical structures and the distribution systems that would be used to serve the public after a seismic event. Inspections and assessments of key infrastructure, such as bridges, water towers and pump stations, sewer lift stations, and water and sewer main lines, should be completed in regard to their ability to withstand earthquakes will help to prioritize projects and upgrades. The Water Resources & Sustainability Department noted that formal physical assessments have not yet been completed; however, the City can plan for this in the upcoming biennial budget and Capital Facilities Plan processes. High level recommendations have been incorporated into Comprehensive Plan documents. Bridge inspections are performed for the condition of the bridge, and it is performed every two years. If the condition warrants further analysis, like load ratings or seismic analysis, they are performed separately to address the concern. The current condition of City bridges has not warranted the deeper seismic analysis. A recent load rating was performed on Capitol Street bridge per new federal requirements. This is the only structure in City that meet the specific requirements warranting the load rating.

**Relates to Plan Goal(s) and Objectives:** 2a, 2b, 2c, 2d, 8b

**Lead:** Water Resources & Sustainability Department

**Estimated Cost:** Medium

**Time Period:** 2025

**Funding Source:** Grants and City

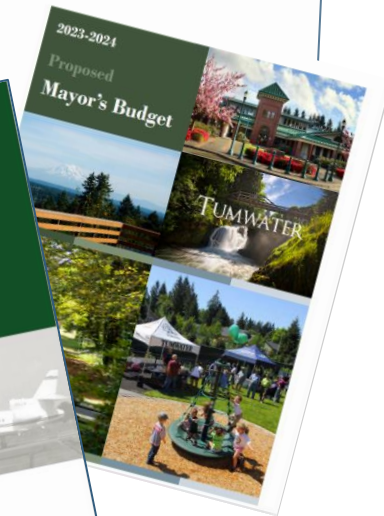
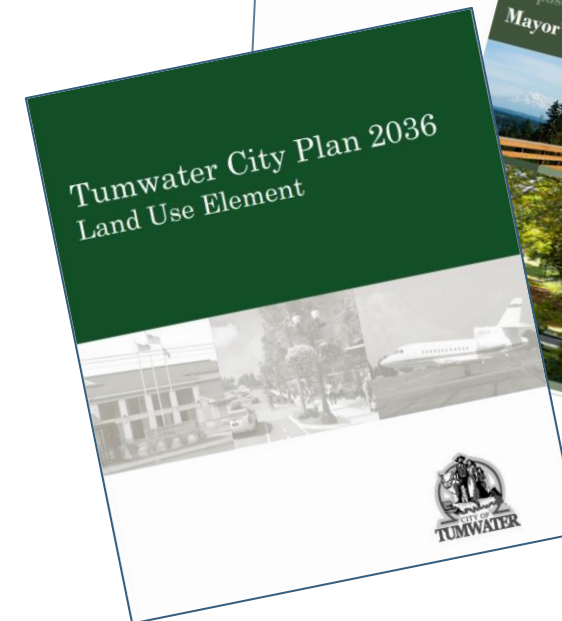
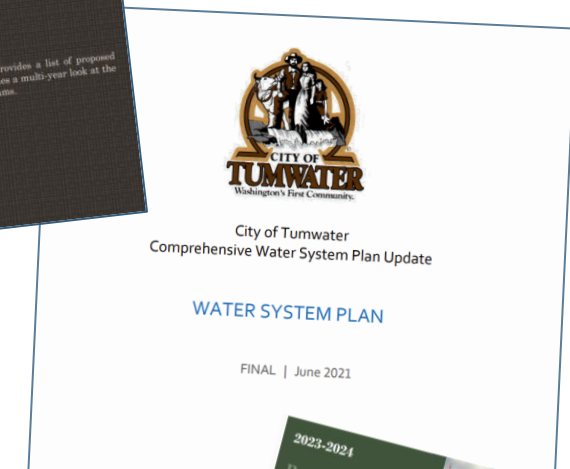
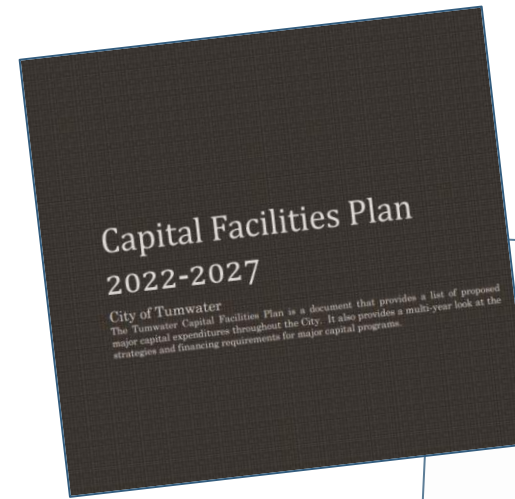
**Source and Date:** Hazards Mitigation Catalog, Capital Facilities Plan, Comprehensive Plan periodic update

**Initiative and Implementation Status:** Some critical assets are inventoried in WebEOC. Implementing this project has been challenged by budget constraints, personnel changes, and COVID 19 response.



# Integration of City Annex

- Capital Facilities Plan
- Biennial Budget
- 2020 Water System Plan
- Deschutes Flood Reduction Study
- City of Tumwater Comprehensive Plan
- Development Code
- 2023 & 2024 City Work Programs



# Plan Structure

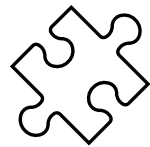
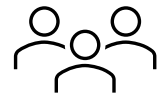
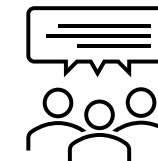


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# Monitoring & Maintenance



The Planning Team is responsible for monitoring and maintaining the plan



The Planning Team will create a process to track and monitor the initiatives and status



The Annex and Regional Plan will be the basis for the climate resiliency sub-element in 2025 Comprehensive Plan Update



# Plan Update

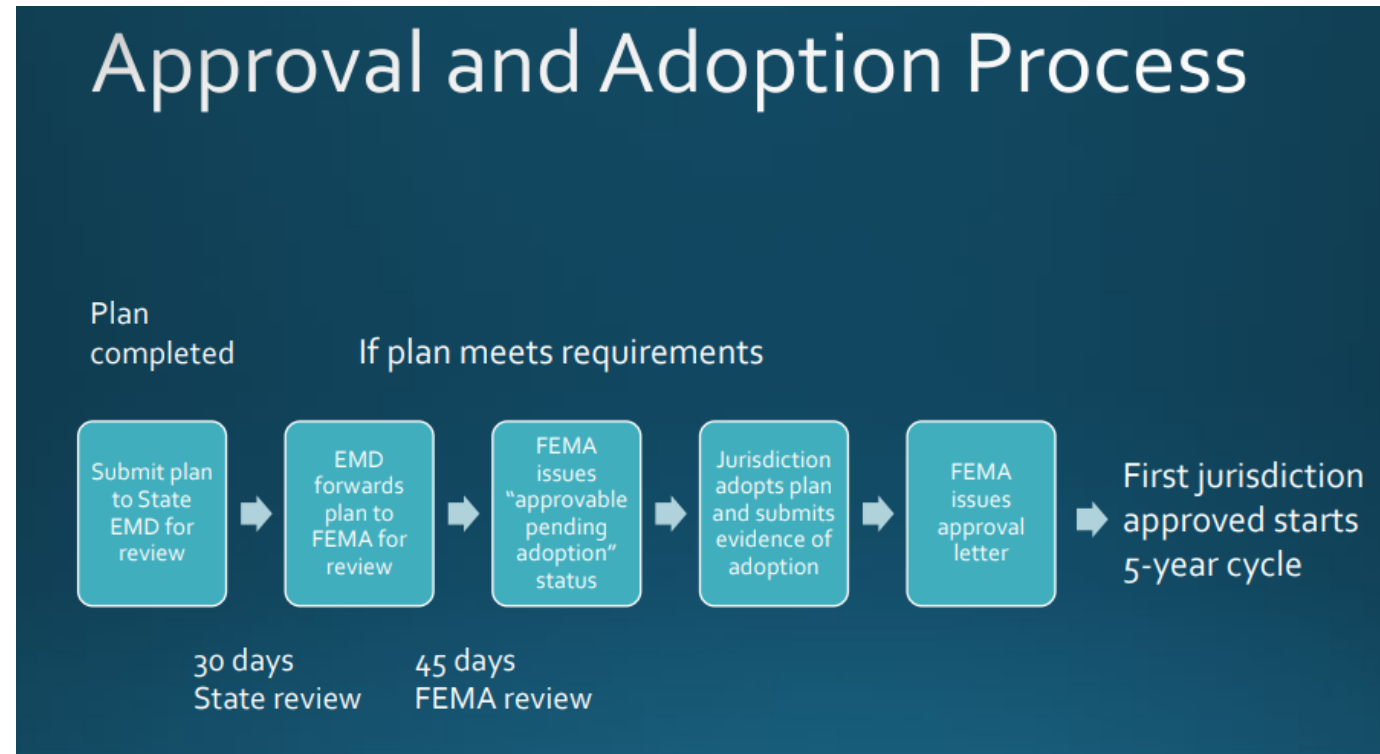
- Several Hazards Mitigation plan workgroup meetings were held
- Multiple opportunities for public engagement
- The draft City Annex was submitted for final public comment November 3 to 17, 2023
- The Core Plan, City Annex, and plan review tool were submitted to Washington Emergency Management Division (WAEMD) November 27, 2023
- WAEMD completed their review in January 2024

Public Outreach Activities	Date
Thurston Regional Planning Council Community Survey	June 1- July 31, 2022
Article in <i>The Olympian</i> regarding the Community Survey	July 11, 2022
City Council Briefing	June 21, 2022
Draft Action Plan Open House and Survey	July 24-August 25, 2023
Planning Commission Briefing	July 25, 2023
Volunteering at Thurston County Fair – Thurston County Emergency Management Booth	July 26, 2023
Planning Commission Briefing	July 25, 2023
General Government Committee Briefing	August 9, 2023
Emergency Preparedness Expo	September 23, 2023
Final Draft Plan Public Comment Period	November 3- November 17, 2023
Final City Annex and Core Regional Plan to Washington Emergency Management Division	November 2023
FEMA Review	November 2023
Planning Commission Work Session	January 9, 2024



# Approval Process

- FEMA finished their review with one minor revision was requested
- February 8, 2024, FEMA notified TRPC that they will be issuing Approved Pending Adoption letter
- Each Annex must reference and adopt the Regional Mitigation Initiatives



# Next Steps

## City Council – Resolution R2024-001

- Planning Commission recommendation is approval



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## The City of Tumwater's Annex to the Natural Hazards Mitigation Plan for the Thurston Region



November 2023

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## Adopting Resolution

[Will be inserted when adopted]

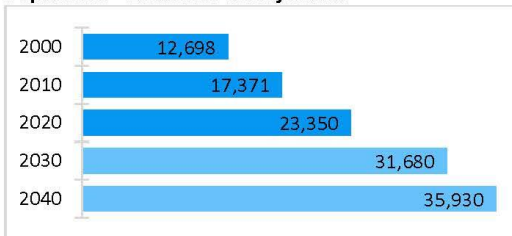
## Community Profile

## Tumwater

## 2022 Statistical Profile

## Demographics

## Population – Estimates &amp; Projections



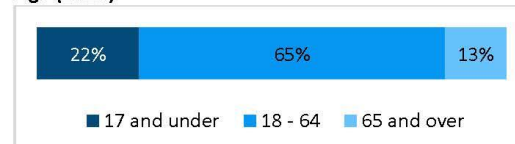
## Average Annual Population Growth

2000-2010:	3.2% per year
2010-2020:	3.0% per year

## Language Spoken at Home (2016-2020)\*

English Only	93.8%
Spanish	3.0%
Korean	0.2%
Chinese	0.2%
Vietnamese	0.8%
Tagalog	0.0%
Other Language	1.9%
<b>TOTAL</b>	<b>100.0%</b>

## Age (2010)



Median Age: 37

## Race &amp; Ethnicity (2020)

## Race

White	76%
Black & African American	3%
American Indian & Alaska Native	1%
Asian	5%
Native Hawaiian & Other Pacific Islander	1%
Other Race	2%
Two or More Races	12%
<b>TOTAL</b>	<b>100%</b>

## Ethnicity

Hispanic or Latino	9%
Not Hispanic or Latino	91%
<b>TOTAL</b>	<b>100%</b>

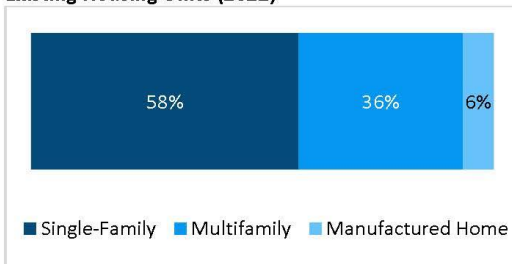
## Households &amp; Housing

## Households (2020)

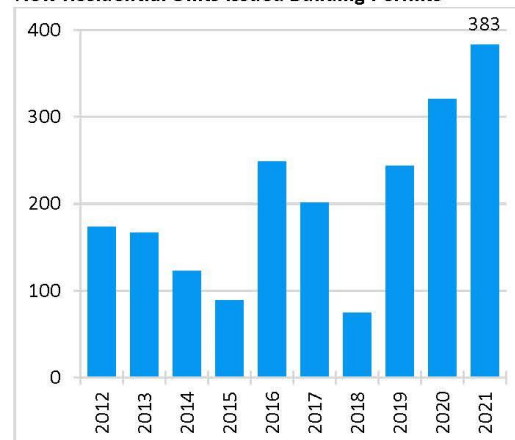
Total Households:	11,488
Average Household Size:	2.39

Median Home Sale Price (2021): \$460,000

## Existing Housing Units (2022)



## New Residential Units Issued Building Permits



\*Estimates based on survey data and may have a large margin of error.

Updated Nov. 2022

## Tumwater

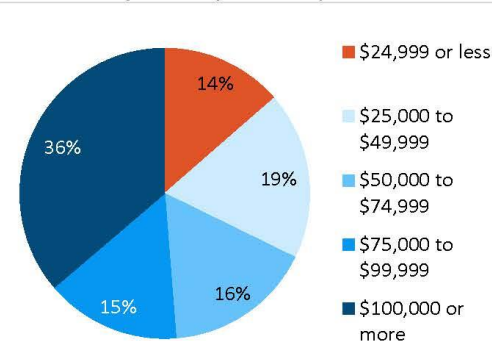
## 2022 Statistical Profile

## Employment &amp; Income

## Median Household Income\*



## Households by Income (2016-2020)\*



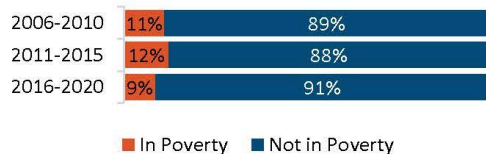
## Cost Burdened Households (2016-2020)\*



Cost Burdened	2,948
Severely Cost Burdened**	1,318
Not Cost Burdened	6,324
<b>TOTAL Households</b>	<b>9,272</b>

\*\*Severely cost burdened households are a subset of cost burdened households.

## Poverty Rate\*

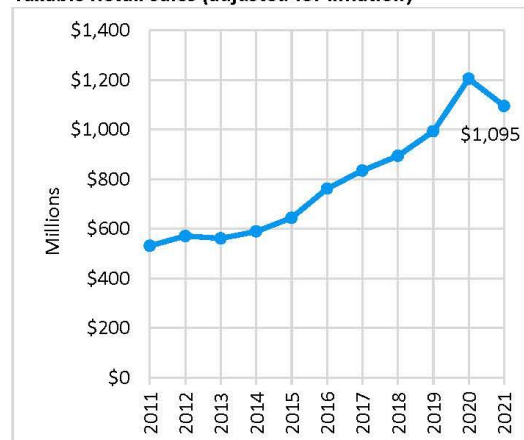


## Jobs (2017 Estimate)

Resource, Construction, Utilities	1,890
Manufacturing, Wholesale Trade	2,970
Retail, Accommodation, Food	3,660
Transportation, Warehousing	680
Services	5,630
Finance, Insurance, Real Estate	1,250
Government	10,960
<b>Total Jobs**</b>	<b>27,030</b>

\*\*Numbers may not add due to rounding.

## Taxable Retail Sales (adjusted for inflation)



**LEARN MORE** about statistics, trends, analyses and comparisons for Thurston County and its jurisdictions at The Profile: [www.trpc.org/theprofile](http://www.trpc.org/theprofile).



Thurston Regional Planning Council  
2411 Chandler Ct SW  
Olympia, WA 98502  
[info@trpc.org](mailto:info@trpc.org)  
Ph: 360-956-7575

\*Estimates based on survey data and may have a large margin of error.

Updated Nov. 2022

## Summary and Adoption

The fourth edition of the Natural Hazards Mitigation Plan for the Thurston Region, referred to here as the Regional Plan, is the result of a multi-jurisdictional process to develop a mitigation strategy to reduce the risks of the most destructive hazards that threaten the region. This plan specifically addresses communities and special districts within Thurston County. This regional cooperative approach, led by the Thurston Regional Planning Council, has provided a comprehensive document at minimal cost to the participating regional partners. Thurston County jurisdictions, including special purpose districts, have the option of developing their own more jurisdiction-specific hazards mitigation plans, referred to as an “Annex.” The City has elected to update the City Annex as part of the Regional Plan update process.

The Board of County Commissioners will adopt the Regional Plan and the Thurston County specific Annex. Other jurisdictions will review the document and adopt the Regional Plan and their specific Annex. In adopting the City Annex, the City also adopts the Regional Plan which describes the overarching regional approach to hazards mitigation.

The City Annex describes the City’s planning process and expands upon the Regional Plan by identifying unique characteristics of the City, detailing the City’s hazard risk rating for all appropriate hazards, cataloging the City’s past, current, and proposed mitigation initiatives, and documenting the City’s participation in the National Flood Insurance Program. The City Annex identifies potential City specific projects, designed to mitigate the impacts of those hazards that could be undertaken in the future depending on funding, direction, and need. The projects, known as mitigation initiatives, are developed based on input from each City department.

The Community Development Department has reviewed the City Annex to ensure that it does not conflict with the Comprehensive Plan or create potential conflicts with other City initiatives. The public has also been given opportunities to comment on the Regional Plan and the City Annex.

In order to apply for certain types of state and federal grants the City must have current Hazards Mitigation and Comprehensive Emergency Management plans in place.

## City Annex Development Process

### Hazards Mitigation Planning Team

The following individuals served as the City’s hazards mitigation planning team.

City Department and Title	Representative
Community Development, Housing and Land Use Planner	Erika Smith-Erickson
Community Development, Planning Manager	Brad Medrud
Community Development, Director	Mike Matlock

### Hazards Mitigation Planning Team Development Activities

The following activities supported the development of the City hazards mitigation planning process.

<b>Actions and Activities</b>	<b>Date</b>
<b>Thurston Regional Planning Council Community Survey</b>	June 1 – July 31, 2022
<b>City Council Briefing</b>	June 21, 2022
<b>Thurston Hazards Mitigation Workgroup</b>	September 26, 2022
<b>Thurston Hazards Mitigation Workgroup</b>	October 24, 2022
<b>Thurston Hazards Mitigation Workgroup</b>	November 28, 2022
<b>Thurston Hazards Mitigation Workgroup</b>	January 23, 2023
<b>Long Range Planning Meeting – Staff introduction</b>	March 3, 2023
<b>Thurston Hazards Mitigation Workgroup</b>	March 8, 2023
<b>Review 2017 initiatives and draft new and revised initiatives</b>	March 10, 2023
<b>Email to City Department Directors for status on 2017 initiatives</b>	March 15, 2023
<b>Review of the of status of initiative responses from the 2017 Hazards Mitigation Plan</b>	March 20, 2023
<b>Started benefit cost review worksheet</b>	April 19, 2023
<b>Thurston Hazards Mitigation Workgroup</b>	March 27, 2023
<b>Collaboration with internal staff reviewing the draft initiatives and cost benefit worksheet</b>	May 12, 2023
<b>Email to internal workgroup to go over new proposed initiatives for 2023</b>	May 23, 2023
<b>Meeting with Planning Manager and Community Development Director to review initiatives</b>	May 26, 2023
<b>Discussion with Planning Manager with draft initiatives, prioritization criteria worksheet, and meeting schedules</b>	June 2, 2023
<b>Email to internal workgroup regarding FEMA requirements and capability assessment</b>	June 5, 2023
<b>Meeting with Thurston Regional Planning Council to review two new policy changes to FEMA requirements: capability assessment and review of hazards and actions required for the City</b>	June 8, 2023

## Annex: City of Tumwater

Actions and Activities	Date
Internal City Annex workgroup meeting to review 2023 initiatives, capability assessments, benefit cost review worksheet, and timeline for City Annex and Regional Plan Update	June 29, 2023
Planning Commission Briefing	July 25, 2023
Staffing Thurston County Fair – Thurston County Emergency Management Booth	July 26, 2023
Risk assessment criteria discussion with Thurston Regional Planning Council	August 3, 2023
General Government Committee Briefing	August 9, 2023
Final draft of 2023 initiatives sent to Department leads for comment	August 16, 2023

### City Stakeholder Involvement

The City stakeholder group worked together to provide an update on the status of the 2017 initiatives, proposed revisions, and helped implement new initiatives. The stakeholder group helped implement other work plans and plan documents relative to hazards mitigation for the capability assessment.

The hazards mitigation planning team briefed the City Council on June 21, 2023, the Planning Commission on July 25, 2023 and General Government Committee on August 9, 2023. They provided comments and asked questions relating to the City Annex and Regional Plan update.

Organization	Representatives
Mayor	Debbie Sullivan
City Council	Councilmembers Angela Jefferson, Charlie Schneider, Eileen Swarthout, Joan Cathey, Leatta Dahlhoff, Michael Althausen, and Peter Agabi
General Government Committee	Councilmembers Michael Althausen, chair, and Joan Cathey and Leatta Dahlhoff
Public Health and Safety Committee	Councilmembers Leatta Dahlhoff, chair, and Angela Jefferson and Peter Agabi
Planning Commission	Elizabeth Robbins (Chair), Meghan Sullivan (Vice Chair), Anthony Varela, Brian Schumacher, Kelly Von Holtz, Terry Kirkpatrick, Grace Anne Edwards, Michael Tobias
Staff Stakeholder Group	Fire, Water Resources & Sustainability, Parks & Recreation, Executive, Transportation &

Organization	Representatives
	Engineering, and Community Development Departments and the GIS Team

### Opportunities for Public Participation in the Plan Development

To engage the public and get feedback on the City Annex and Regional Plan update, the City participated in multiple public meetings, open houses and surveys, volunteer events, and the Emergency Preparedness Expo. During the Planning Commission briefing held on July 25, 2023 the Jolt News organization attended and authored an article.

Public comment on the Jolt News article expressed concern with earthquake hazards. Comments from the Planning Commission and General Government Committee were addressed and noted by staff as part of the update. The City posted the open house and survey on Facebook and put up flyers at local businesses and at City Hall at the Community Development Department counter.

The following public outreach activities supported the development of the City's hazards mitigation planning process.

Public Outreach Activities	Date
Thurston Regional Planning Council Community Survey	June 1- July 31, 2022
Article in <i>The Olympian</i> regarding the Community Survey	July 11, 2022
City Council Briefing	June 21, 2022
Draft Action Plan Open House and Survey	July 24-August 25, 2023
Planning Commission Briefing	July 25, 2023
Volunteering at Thurston County Fair – Thurston County Emergency Management Booth	July 26, 2023
Planning Commission Briefing	July 25, 2023
General Government Committee Briefing	August 9, 2023
Emergency Preparedness Expo	September 23, 2023
Final Draft Plan Public Comment Period	November 3- November 17, 2023
Final City Annex and Core Regional Plan to Washington Emergency Management Division	November 2023
FEMA Review	November 2023
Planning Commission Work Session	January 9, 2024



## Annex: City of Tumwater

Public Outreach Activities	Date
Planning Commission Hearing	January 23, 2024
GGC Briefing	February 14, 2023
City Council Work Session	February 27, 2024
City Council Consideration	March 5, 2024

### Review and Incorporation of Existing Plans, Studies, and Technical Information into the City Annex and Regional Plan Update

Plan	Type
2017 Natural Hazards Mitigation Plan	Initiatives and Historical Events
Thurston County Climate Adaptation and Mitigation Plans	2023 Initiatives
Capital Facilities Plan	2023 Initiatives
2020 Water System Plan	2023 Initiatives
Long Range Planning 2022 and 2023 Work Programs	2023 Initiatives
Comprehensive Plan	City Annex and Regional Plan Update and 2023 Initiatives
Stantec Consulting Ltd. 2023, Deschutes River Flood Reduction  Study: Hydraulic and Erosion Analysis and Alternative Report. Retrieved from Water Resources & Sustainability Department's <a href="#">Deschutes Flood Reduction Study.pdf - City of Tumwater</a> .	City Annex and Regional Plan Update and 2023 Initiatives

### Technical Reports and Citations Bibliography

Report	Type
Julie Baxter and Karen Helbrecht from FEMA and Stacy Franklin Robinson, Sara Reynolds, Adam Reeder, and Hilary Kendro from the Strategic Alliance for Risk Reduction (STARR). <i>Mitigation Ideas: A Resource for Reducing Risk to Natural Hazards. E-Book, FEMA, 2013.</i>	2023 Initiatives
Department of Homeland Security. National Risk Index, <a href="#">National Risk Index   FEMA.gov</a> . Accessed 2023.	Hazard Profiles and Risk Ratings

Report	Type
<b>Zuzak, C., E. Goodenough, C. Stanton, M. Mowrer, A. Sheehan, B. Roberts, P. McGuire, and J. Rozelle. 2023. National Risk Index Technical Documentation. Federal Emergency Management Agency, Washington, DC.</b>	Hazard Profiles and Risk Assessments
<b>Mauger, G.S., J.H. Casola H. A. Morgan, R. L. Strauch, B. Jones, B. Curry, T.M. Busch Isaksen, L. Whitely Binder, M. B. Krosby, and A.K. Snover, 2015. <i>State of Knowledge: Climate Change in Puget Sound</i>. Report prepared for the Puget Sound Partnership and the National Oceanic and Atmospheric Administration. Climate Impacts Group, University of Washington, Seattle. <a href="https://doi.org/10.7915/CIG93777D">https://doi.org/10.7915/CIG93777D</a></b>	Hazard Profiles and Risk Assessments
<b>Climate Mapping for a Resilient Washington. Climate Impacts Group. Climate Mapping for a Resilient Washington, University of Washington, <a href="https://climate.washington.edu/">Washington County Climate Projections (uidaho.edu)</a>.</b>	Hazard Profiles and Risk Assessments
<b>Halofsky, J. E., Peterson, D. L. &amp; Harvey, B.J. Changing wildfire, changing forests: the effects of climate change on fire regimes and vegetation in the Pacific Northwest, USA. <i>fire ecol</i> 16, 4 (2020). <a href="https://doi.org/10.1186/s42408-019-0062-8">https://doi.org/10.1186/s42408-019-0062-8</a></b>	Hazard Profiles and Risk Assessments
<b>Weather closures: rain, flooding - Updated Fri., 1:35 p.m.   The JOLT News Organization (<a href="https://www.joltnews.org/">The Jolt News, 2022</a>), A 501(c)(3) Nonprofit Organization</b>	Risk Assessments
<b>Fox 13 Seattle News. (2022, January 6). Retrieved from Fox 13 Seattle: <a href="https://www.fox13seattle.com/news/major-flooding-expected-along-south-thurston-county-rivers">https://www.fox13seattle.com/news/major-flooding-expected-along-south-thurston-county-rivers</a></b>	Risk Assessments

### Integration of City Annex and Regional Plan into other Planning Mechanisms

The City's Capital Facilities Plan and the biennial budget are both used to implement mitigation initiatives specified by the City Annex. After adoption of the City Annex and Regional Plan, the first step is to seek funding for a project or action that supports a mitigation initiative in the biennial budget. The drafting and adoption of the biennial budget is an open public process available to the public. Community members are encouraged to participate in the shaping of the City's biennial budget. Also, getting an action or project into the Capital Facilities Plan is a way to get it in line for funding and a way to plan for when it will be implemented. The Capital Facilities Plan is updated every other year in a process which encourages public participation.

The Land Use Element is being updated and a new Climate Element will be created through the 2025 Comprehensive Plan periodic update process. Both Elements will include integration of the City Annex and Regional Plan into policies and action items. For example, Policy LU-6.5 of the Comprehensive Plan Land Use Element strongly encourages implementation of the City Annex and Regional Plan to reduce or eliminate the human and economic costs of natural disasters for the overall good and welfare of the

community. The Climate Element will have a resiliency subelement that will incorporate the City Annex and Regional Plan to meet state requirements.

### Plan Monitoring and Maintenance

The Planning Division of the Community Development Department is responsible for monitoring and maintaining the plan. The Planning Division has a Planning Manager and a Land Use and Housing Planner, who are leads for the planning team. The City Council, or appropriate Council committee, will be briefed annually on the status of the plan. Annual briefings will keep the plan in the forefront and place the decision makers in a more ready position to update the plan if needed. The agendas and notices for these meetings are posted on the City's website. These meetings are open to the public so there are additional chances for the public to participate in suggesting ideas for ongoing maintenance and updates to the City Annex.

The City also plans to work with Thurston County and Thurston Regional Planning Council in four years to meet the required five year update to the City Annex. The City has participated in updates in this manner on a regular basis since the plan was first adopted in the early 2000s. The planning team will continue to work with the Thurston Regional Planning Council, Thurston County Emergency Management Division, internal and external stakeholders, and follow state legislature to ensure all documented vulnerabilities are still accurate for the City.

The City Annex has incorporated many City updates into its initiatives. Staff will frequently review and track the status of the initiatives throughout the Capital Facilities Plan update, Tree and Vegetation Code update, 2025 Development Code periodic update, Washington Wildland-Urban Interface Code adoption, the 2025 Comprehensive Plan periodic update, Comprehensive Plan amendments, and more. The City Annex and Regional Plan is a climate resiliency sub-element requirement for the City's Comprehensive Plan that will need to be tracked and monitored.

At a minimum, the planning team and hazards mitigation planning team will meet yearly. The leads identified in the initiatives will be responsible for tracking and providing updates on the initiatives. The planning team has created a spreadsheet to track and monitor past and current initiatives. Additional monitoring and updates will be required through the Comprehensive Plan periodic update.

### Continued Public Involvement

The City will continue promoting public participation. The Planning Commission will be briefed on the City Annex and Regional Plan update at a public meeting and hold a public hearing. The City Annex and Regional Plan will also be presented at a public meeting of the General Government Committee, a subcommittee of the City Council. The City Council will hold a public work session and a public meeting on the City Annex and Regional Plan as well. Events like this will be used in the future to allow for ongoing public participation.

Specific examples of continuous public involvement include:

## Annex: City of Tumwater

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1. Community members, businesses, and organizations will have opportunities to provide feedback on hazards mitigation planning between update cycles through Planning Commission meetings, City Council meetings, and the Comprehensive Plan periodic update.
2. Outreach efforts to engage socially vulnerable populations that are most impacted by hazards will be done through methods outlined in the Comprehensive Plan Update Public Engagement Plan.
3. Methods will include:
  - Presentations on the plan's progress at City Sponsored Meetings.
  - Stakeholder meetings for the Comprehensive Plan periodic update including neighborhood associations, chambers of commerce, School Districts, or other community organizations.
  - Periodic online polls or questionnaires.
  - Hosting a booth at public events like a farmer's market, community event, or music festival when applicable.
  - Creating door flyers.
  - Public meetings.
  - Social media posts.
  - Interactive websites, online open house, GIS story map.
4. Public Involvement will be documented with the initiative status worksheet that is maintained by Community Development Department staff.

## City Risk Assessments

### Flood Risk Assessment

#### Area of Impact

Same as described in the Regional Plan. The City is mapped with areas of high groundwater south of Tumwater Boulevard and the 100-year floodplain along the Deschutes River and lakes throughout the City and its Urban Growth Area.

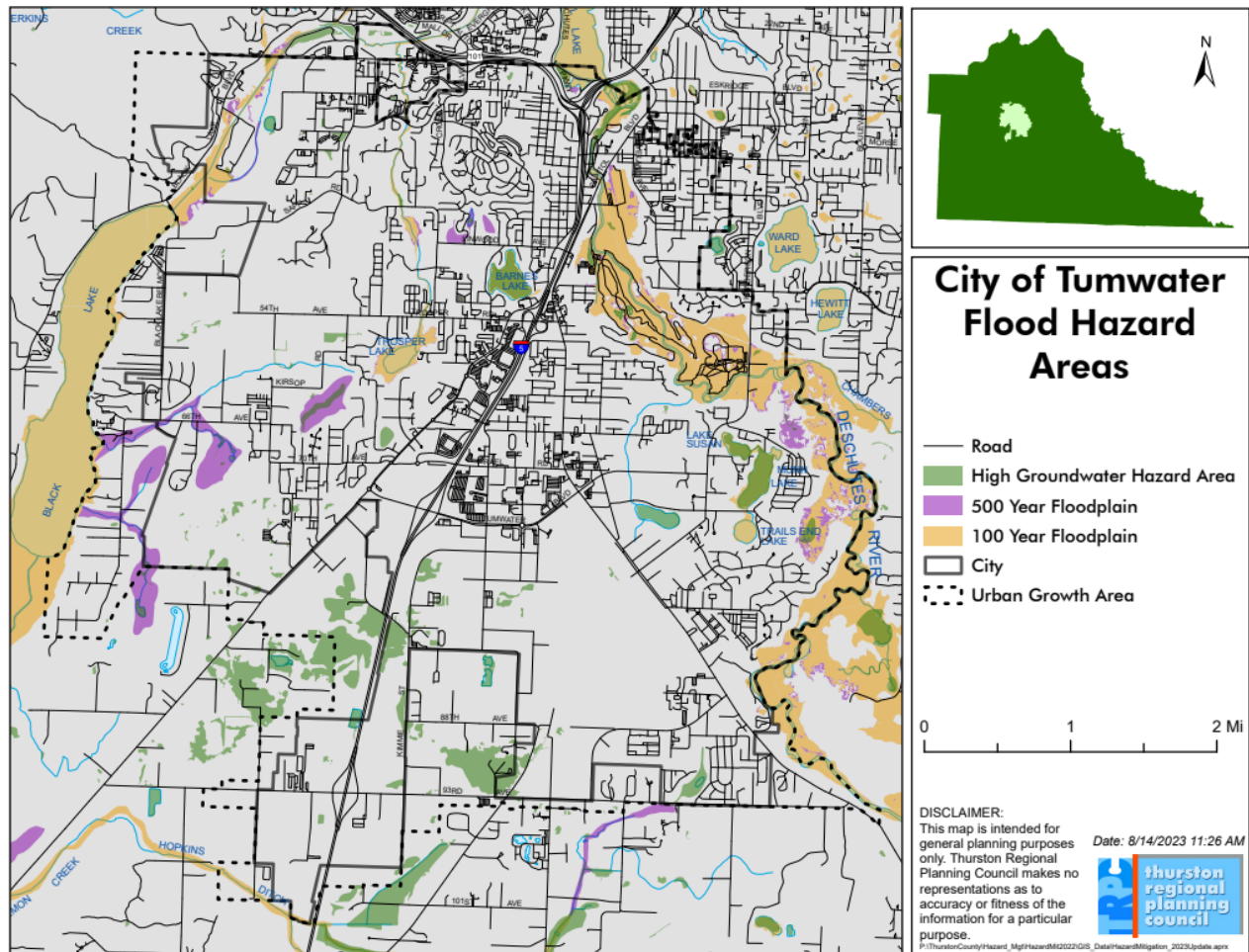


Figure 1. City Flood Hazard Areas.

### Extent

The Deschutes River is the fastest rising and falling river in the county, responding quickly to local rainfall and runoff. The river's watershed encompasses a large part of the City. As the Deschutes River enters the urban growth area and the City, the riverbank and surrounding land use becomes more developed, with several residences in the Tumwater Valley around the periphery of the Tumwater Valley Municipal Golf Course. A riprap bank and additional hard banking channels the river through the Tumwater Valley Municipal Golf Course and parts of Tumwater Historical Park before it discharges into Capitol Lake near the Historic Olympia Brewery in the City, just south of Interstate 5. The City has areas of high ground water concern, especially within the Salmon Creek Basin and areas of Kirsop Road.

### Previous Incidents

The vast majority of flooding events within the City occur within the Deschutes Valley. According to the National Weather Service records for the Rainier Flood gauge on the Deschutes River, between 1949 and October 2023 there were forty-six events above Flood Stage.

The expansion and development of the former Olympia Brewery properties within the valley led to a significant transformation of the area. Starting in 1953, several acres of riparian floodplain were filled with 133,000 cubic yards of material on which the bottling warehouses were built.<sup>1</sup> The river was partially re-channeled then as well. In 1963 an additional 114,000 cubic yards of material was moved from the adjacent hillside to fill a portion of the valley for a bottling warehouse expansion.<sup>2</sup> Later, in 1968 a much larger project began which moved two million cubic yards of fill material from the hillside on Cleveland Avenue into the valley. This project raised the level of the valley an average of five feet to make development of the Tumwater Valley Municipal Golf Course and Valley Athletic Club possible.<sup>3</sup> A significant watercourse change to the river was also done at this time.

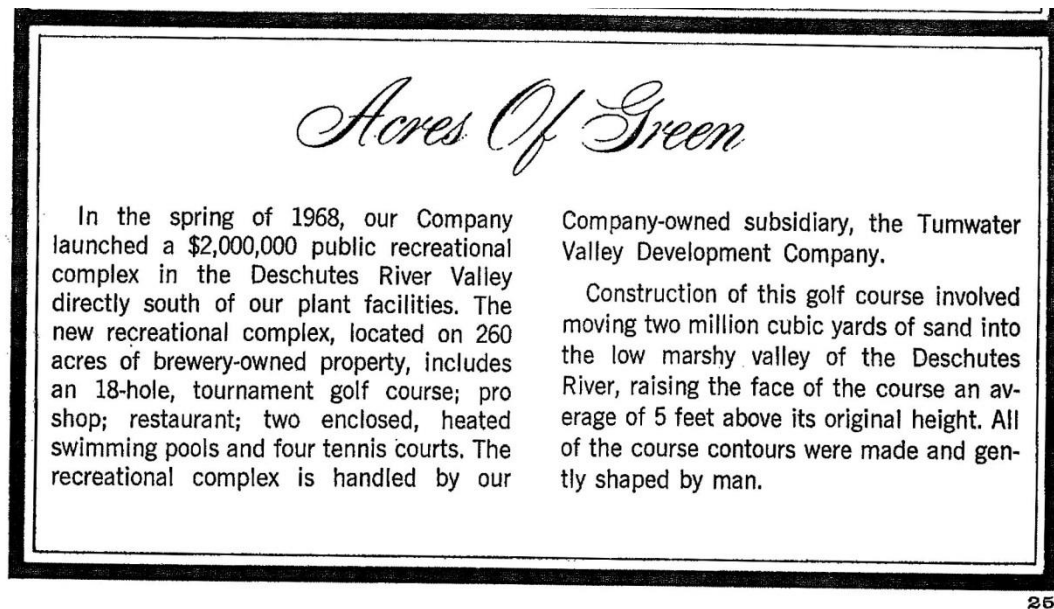


Figure 2. Source: 75th Anniversary Brewery "It's the water" newsletter. p.25 Circa 1971.

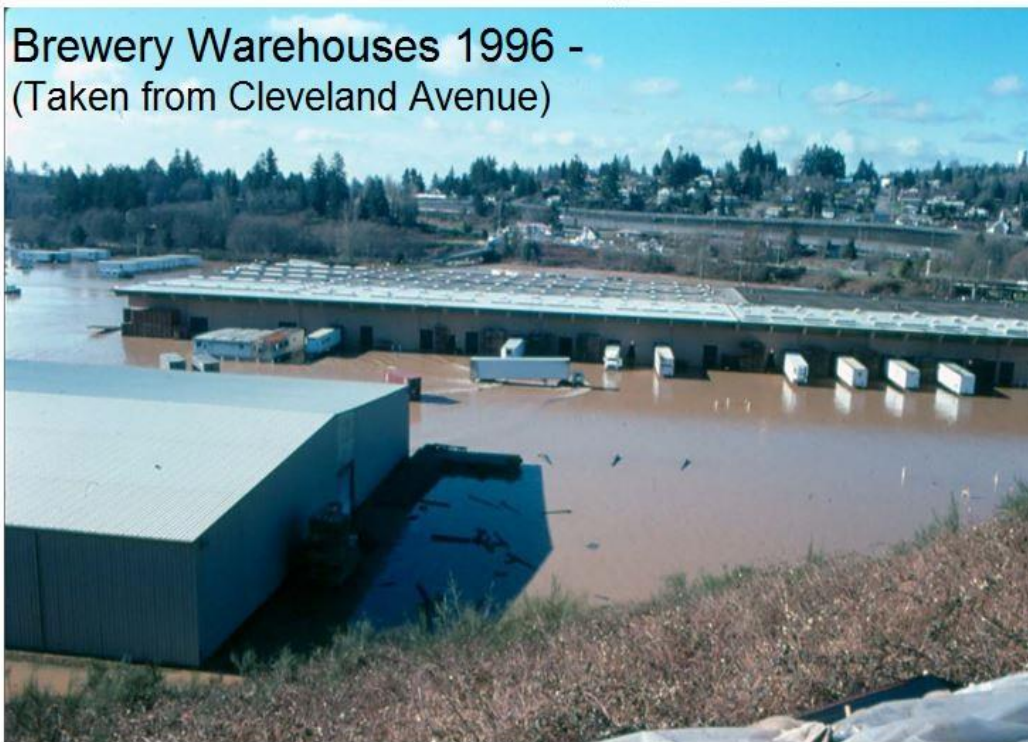
The most obvious and visually dramatic examples of flooding in the City generally occur within the Deschutes Valley. City owned properties and facilities such as Pioneer Park, Tumwater Historical Park, the Tumwater Valley Municipal Golf Course, the Palermo well field and water treatment facility, the "M" Street sewer lift station, and other water and sewer infrastructure are located within this flood prone area. Private properties within this area include the bottling plant for the former Olympia Brewery, a few homes in the Palermo neighborhood off of "M" Street, The Valley athletic club, Tumwater Historical Park, which is a private park open to the public, the fish hatchery and associated fish ladder at Tumwater Falls, and the historic Old Brewhouse across from Tumwater Historical Park.

<sup>1</sup> "It's the Water" Brewery newsletter. "A Hill Becomes A Fill." June-July 1953.

<sup>2</sup> "It's the Water" Brewery newsletter. Aesthetic Excavation Planned. July 1963.

<sup>3</sup> 75th Anniversary Brewery "It's the water" newsletter. p.25, circa 1971.





1996 Tim Walsh, WA DNR



Several residential structures on 58th Avenue across from Pioneer Park were annexed to the City in January 2016. Since 1999, staff have observed and photographed these homes and properties being flooded on a regular basis.



Pioneer Park is one of several areas that are frequently inundated by floodwater. Water typically flows through the entire parking lot area and some of the sports fields.<sup>4</sup> Fortunately, the building, which houses the restrooms, has yet to be flooded.<sup>5</sup> This building is also used as a storage shed for mowers, tractors, and other equipment used for park maintenance.<sup>6</sup> A sewer lift station is located here as well.<sup>7</sup> Access to the building and the sewer lift station has not been possible during floods due to the floodwaters surrounding the site and flowing over the access road.<sup>8</sup>

The generator for this sewer lift station is on a concrete pad behind the restrooms. If the power supply is interrupted this generator is to take over so the sewer lines do not backup and overflow. The generator is not elevated except for the mounting brackets and the concrete pad upon which it sits. Consideration should be given to elevating portions of the infrastructure such as the generator when they are located within floodplains.

<sup>4</sup> Picture of flooding in parking lot and access road at Pioneer Park, January 8, 2009.

<sup>5</sup> Picture of flooding near restrooms at Pioneer Park, December 4, 2007.

<sup>6</sup> Phone conversation with Jeff Vrabel, Tumwater Facilities Manager, June 10, 2009.

<sup>7</sup> Phone conversation with Steve Craig, Tumwater Public Works Operations Manager, June 15, 2009.

<sup>8</sup> Phone conversation with Steve Craig, Tumwater Public Works Operations Manager, June 15, 2009.





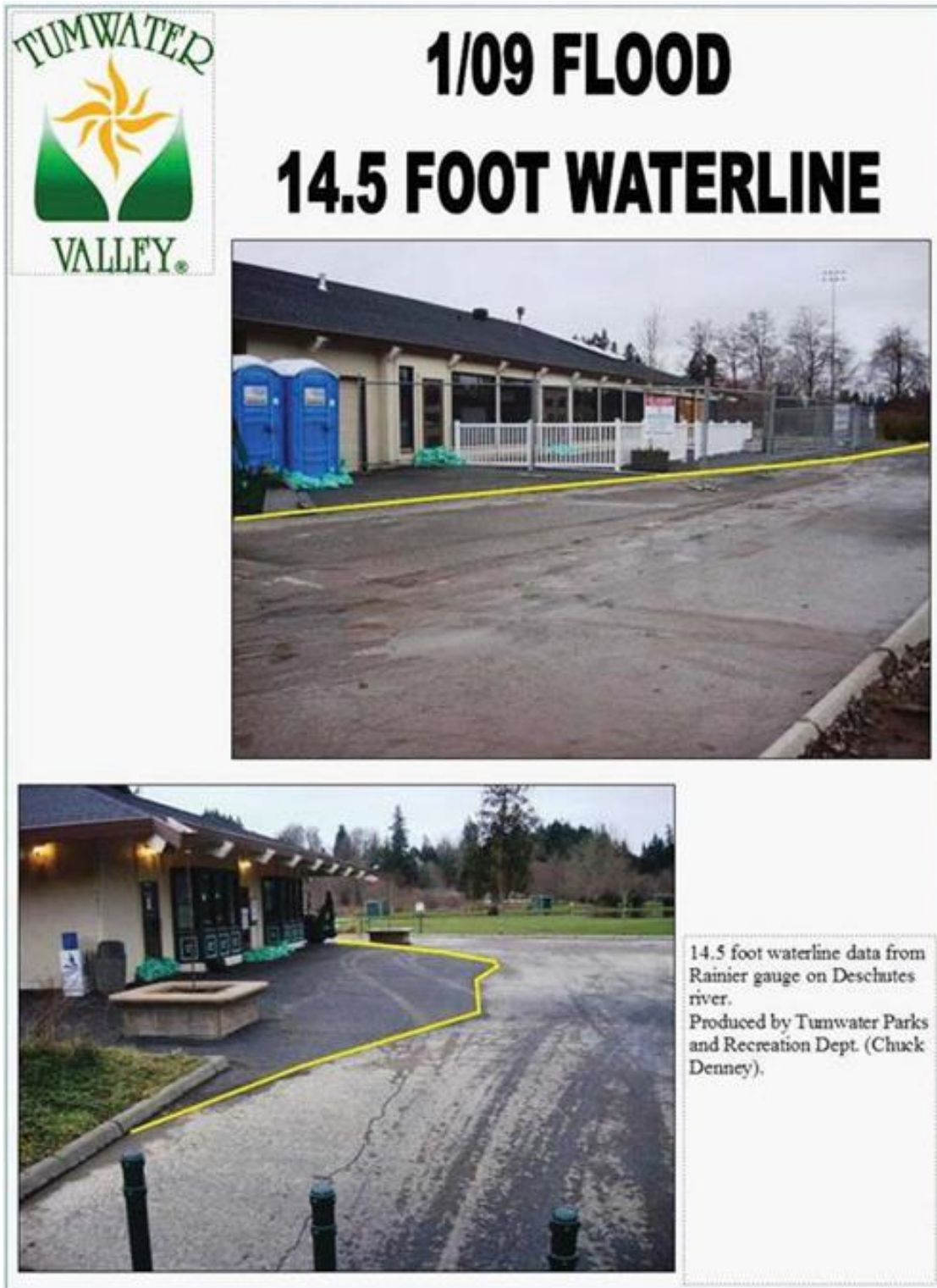
The Palermo neighborhood off "M" Street has several homes within the 1% (100-year) floodplain. The area also contains the Palermo wellfield and water treatment facility and the "M" Street sewer lift station. Floodwaters have not yet flooded the drinking water treatment and wellhead facility but have come close in the past several years.

The sewer lift station at the end of "M" Street is often surrounded by floodwaters but has not been affected by the floodwaters yet. The hatch to the wetwell has already been replaced to limit the inflow of floodwater into the wetwell. In addition, plans to replace manway access to the drywell and increase its height are in process. This would help to avoid the flow of floodwaters into the sewer lift station.<sup>9</sup>

The Tumwater Valley Municipal Golf Course is within the 1% (100-year) floodplain and is flooded almost yearly. Floodwater routinely covers the golf course and gets to within a couple of feet of the door of the clubhouse, which is only inches below the level needed to flood the interior. Chuck Denney, the Parks & Recreation Director, produced a one-page demonstration of the water level at the Tumwater Valley Municipal Golf Course clubhouse in the January 2009 flood. Two photos with yellow lines drawn on them indicate the extent of the water levels near the clubhouse and a citation of the water level at the flood gauge at Rainier on the Deschutes River (14.5 feet).

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<sup>9</sup> Phone conversation with Steve Craig, Tumwater Public Works Operations Manager-June 15, 2009.



With most storms that involve precipitation there are localized areas of flooding on streets. The Transportation & Engineering Department operations crew keeps a list of these areas so they can quickly identify and address this issue when it occurs. In most cases, it is tree leaves and other debris blocking storm drains, which causes the water to back up into the streets. In the December 2008 and 2012

snowstorms it became apparent that the snow and ice on Capitol Boulevard was blocking the storm drains and causing localized flooding for most of the length of Capitol Boulevard.<sup>10</sup>



In various areas along both Trosper and Kirsop Roads, localized flooding is a regular occurrence with large storms. The area has little in the way of frontage improvements. There are a series of deep ditches, many disconnected from upstream and downstream conveyance due to impacted or undersized culverts. In a few instances, beaver dams have obstructed conveyance, which is now managed by the City under a permit from the State Department of Fish & Wildlife. In addition, the City's Public Works Department completed a drainage study for the Trosper and Kirsop area in 2011, identifying a number of projects for retrofit to improve both conveyance and water quality. These projects have been added to the City's Capital Facilities Plan, with one project underway in 2015 for Kirsop Road, and others scheduled for 2023.<sup>11</sup>

Heavy rains, snow melting, and warmer temperatures caused flooding of major streets on January 7, 2022. Tyee Drive between Trosper Road and Kingswood Drive SW was closed due to water over the roadways. Tumwater Valley Drive was closed; a flood watch was in effect for the Deschutes River. The Tumwater Valley Municipal Golf Course and parks near the river experienced minor flooding during this event.

High groundwater flooding is an issue in several areas but mostly concentrated in the southwest portion of the City and its urban growth area. In order to deal with future groundwater flooding impacts the City and Thurston County adopted the Salmon Creek Drainage Basin Plan and its implementing regulations in 2005. The regulations control development within areas impacted by high groundwater flooding. Currently, sixteen properties in the City have flood insurance and only two claims have been paid since 1978 for a total of approximately \$12,514.40. None of the City owned facilities or buildings, including the

<sup>10</sup> Phone conversation with Steve Craig-Tumwater Public Works Operations Manager-June 15, 2009. Photos of Capitol Boulevard taken by Senior Planner David Ginther during 2012 snowstorm.

<sup>11</sup> Conversation with Tumwater Public Works Water Resource Division Manager in 2009, December 2015, and review of the June 15, 2009, Request for Statement of Qualifications for drainage studies in the City.

recently remodeled Tumwater Valley Municipal Golf Course clubhouse, which are located in the floodplain, have FEMA flood insurance.

### Probability of Occurrence

Same as described in the Regional Risk Assessment. The probability of a flood event in the one hundred year flood plain is high, meaning a flood event is likely in the next 25 years. Flooding in a high groundwater area has a medium probability, an event is likely to occur within one hundred years.

### Changes in Development

Development is restricted in the 100-year flood zone, there is no new development in flood hazard areas.

One site that may be redeveloped is the former Olympia Brewery and an “E” street expansion. The Brewery redevelopment and “E” street expansion proposals will require extensive Environmental Impact Studies. The redevelopment areas are in the one hundred year flood plain, shoreline regulatory environment for the Deschutes River which extends to the edge of the one hundred year flood plain.

Review of available studies and regulatory references identify some potential limitations to redevelopment of this area, largely due to the site’s proximity to shoreline, function as a flood plain, and the impact of stormwater. The majority of the site area that is affected by these limitations lies within the Valley and Knoll parcels. The Valley parcel lies within the one hundred-year flood plain of the Deschutes River and within the shoreline buffer areas. Due to periodic flooding and the current Tumwater Municipal Code, grading and construction of new structures will not be allowed. Future uses of the Valley Parcel will need to be tolerant of periodic flooding.

### Effects of Climate Change

Both the extent and the frequency of flooding is projected to increase. Heavy rain events are projected to intensify increasing flood risk in all Puget Sound watersheds, including the Deschutes River watershed. Multiple factors combine to drive large increases in flood risk: declining snowpack, intensifying heavy rain events, and rising seas.

Flooding, especially in the Deschutes Valley and areas near the airport have a very high risk index. Flooding will impact existing homes, recreation facilities such as the Valley Athletic Club and parks, and critical infrastructure such as wells and lift stations, and critical facilities such as City Hall, the Headquarters and North End Fire Stations, and the Olympia Regional Airport. Roads and transportation will be impacted as well. Emergency services may not be able to access those in need in cases of extreme water way flooding which is common in the Trosper and Kirsop Road area, and other roads in high ground water areas.



## Vulnerability

### *Impacts to People*

If unprepared, people can be caught in fast moving waters and die. Those who have health concerns or do not have transportation are at risk if they are not able to leave in case of an evacuation. Though flooding is rarely related to mortality in Washington State, Flood waters present direct, short-term physical threats to health. In addition, floods can indirectly affect health by conveying biological and chemical agents to drinking, storm, and recreational waters; and by establishing favorable conditions for mold growth. The risk of illness increases as individuals and communities are exposed to pathogens through contact with contaminated waters or mold-filled dwellings.

People living near the Deschutes River by Pioneer Park and residents living near Kirsop and Trosper Road are at risk of flood hazard. There is a high risk of emotional, physical, and psychological stress. Damage to property could be costly and take time, this would impact people's livelihoods. The recovery period is stressful and disruptive for flood victims.

### *Impacts to Structures*

The loss matrix identifies nine buildings exposed to high ground water hazard areas and sixteen buildings in the 100-year flood zone. It is estimated there would be twelve buildings impacted by flood, with a value of \$123,879 worth of damage to the structures and contents. The City owns the parcels in the Tumwater Valley, including the Tumwater Valley Gold Course clubhouse. There are warehouses and maintenance facilities in the Deschutes Valley area, flooding could impact City functions and cause damage to structures.

The following critical infrastructures are located within the one hundred year flood zone or near:

- Pump station off Sapp Road
- Palermo Lift Station
- Pioneer Park

### *Impacts to Systems*

Floodwater can damage or destroy buildings, homes, and their contents. Electric, gas, water, and communication utilities are also at risk of damage and disruption. Swift moving floodwaters can cause erosion and damage or destroy infrastructure including electric, gas, water, and communications utilities. Bridges, roads, and railroads are also vulnerable.

### *Impacts to Natural, Cultural, and Historic Resources*

Unique to the historic brewery site along the Deschutes River are several rich layers of culture and history. The site presents challenges for historic preservation, cultural endowment, environmental sensitivity and mitigation, riparian restoration, recreation, and economic development in the event of a flood. Some of the highlights of natural, cultural, and historic resources include:

## Annex: City of Tumwater

- Native American historical and cultural site
- Location where settlers from the Columbia River first settled in Washington State
- Southernmost location of Puget Sound
- Brewery History

## Risk

*Estimated Exposure to Flood*

The Regional Plan used a Flood Modeling and GIS exposure analysis to estimate the number of people who live in areas that are prone to flooding. The City's number of population exposed is low as noted in the table below, but that does not negate the risk or danger.

Table 1. Estimated Population Exposure to Flood.

Number or Population Exposed			
50 year	100 year	500 year	High Groundwater
16	28	34	19

*Types of Structures Exposed in Flood*

The Regional Plan identifies estimates of buildings exposed to flood and the cost of losses and damages using Hazus Modeling. In the event of a flood there will also be tons of debris created from the hazard event. People, businesses, and more would be disrupted for potentially long periods of time. This will have effects on the economy, people, transportation, and more.

Table 2. Estimated Structural Exposure to Flood.

Number of Structures Exposed to Flood			
50 year	100 year	500 year	High Groundwater
5	16	23	9

*Hazard Risk Rating*

The City's 50-, 100-, and 500-year flood hazard risk ratings are low, medium, and low, respectively. The high groundwater hazard risk rating is low.

## Earthquake Risk Assessment

### Area of Impact

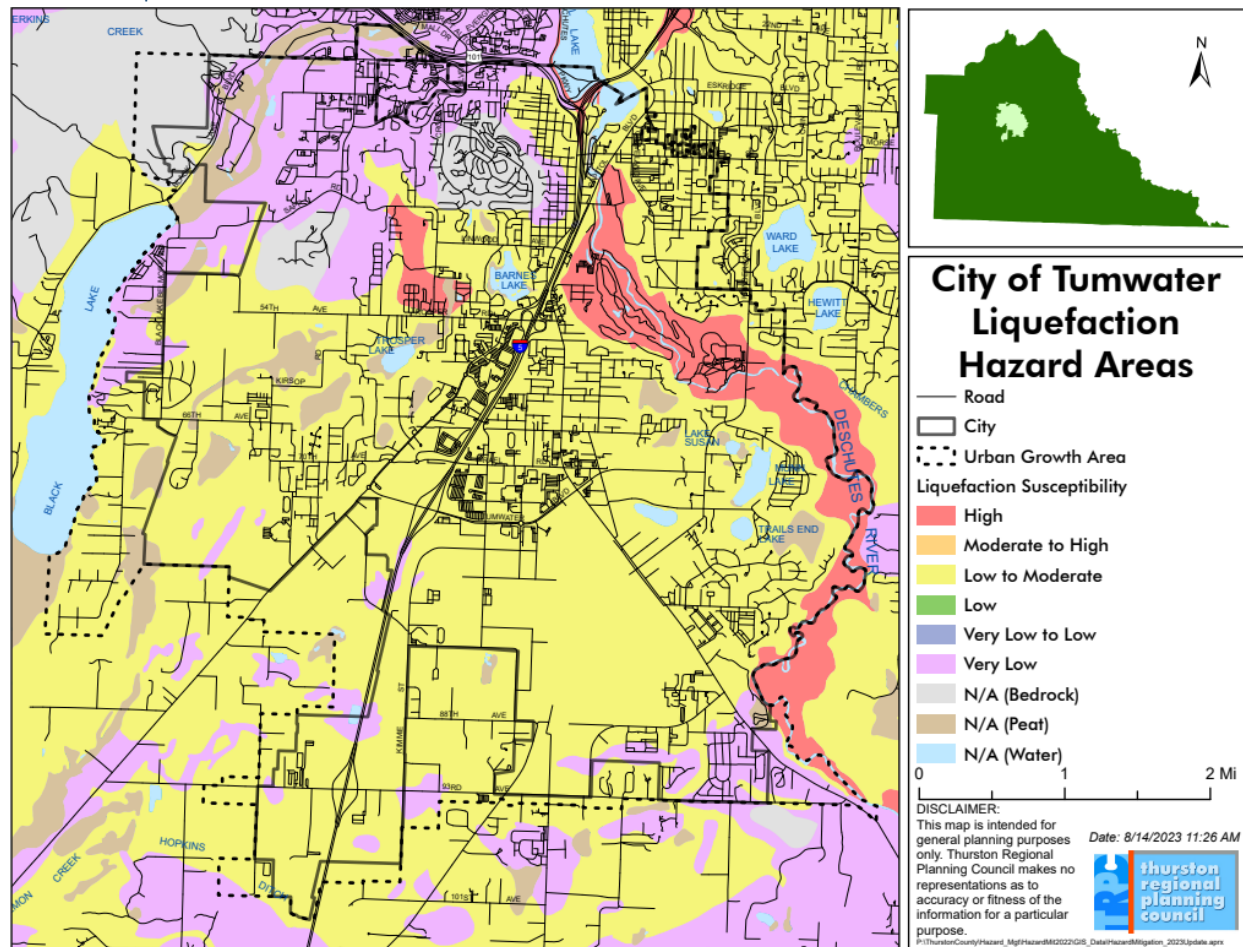


Figure 3. City Liquefaction Hazard Areas.

Generally, the same as described in Chapter 4.2 of Regional Risk Assessment, all areas of the Pacific Northwest are seismically active.

For the risk assessment, three earthquake scenarios were modeled using the natural hazards GIS modeling tool Hazus to assess vulnerabilities, estimate losses, and characterize earthquake hazard risks for Thurston County:

- A Cascadia Subduction Zone Magnitude 9.3 (megathrust earthquake)
- A Nisqually 7.2 (deep intraplate earthquake)
- A Seattle Fault 7.2 (shallow or crustal faulting earthquake)

The entire Deschutes Valley from Henderson Boulevard SE to the former Olympia Brewery has high liquefaction susceptibility. Percival Creek vicinity from Trosper Road SW to Sapp Road SW have areas of moderate to high liquefaction. Liquefaction is a phenomenon that occurs when ground shaking causes loose soil to lose strength and act like viscous fluid. Liquefaction causes two types of ground failure: lateral spread and loss of bearing strength. Lateral spreads develop on gentle slopes and involve the sidelong

movement of large masses of soil as an underlying layer liquefies. Loss of bearing strength results when the soil supporting a structure liquefies. This can cause structures to tip and topple. Liquefaction typically occurs in artificial fills and in areas of loose sandy soils that are saturated with water, such as low-lying coastal areas, lakeshores, and river valleys.

City critical facilities and infrastructure such as water systems and pump stations are located in Earthquake hazard areas. Disruptions in service could have significant impacts on the community and extend recovery times after an event. Damages to infrastructure would be costly and have significant economic losses and burden to vulnerable communities.

There are many socially vulnerable communities located in areas at high risk for earthquakes and liquefaction near Trosper Road and the Deschutes Valley.

### Extent

The Pacific Northwest is one of the most geologically active regions in North America, as described in Chapter 4.2 of the Regional Risk Assessment. There are three different source zones to categorize Northwest earthquakes: Cascadia Megathrust, Deep Intraplate, and Crustal Faulting zones.

### Previous Incidents

Four of the seven large manufactured and mobile home parks within the City are in areas of high liquefaction hazards or on peat.<sup>12</sup> These include Eagles Landing, Tumwater Mobile Estates, and Western Plaza, which are all located on Trosper Road, and Thunderbird Villa on Dennis Street. The latter three sustained damage during the 2001 Nisqually earthquake.<sup>13</sup>

Tumwater Mobile Estates experienced substantial liquefaction during the earthquake. Part of a private street within the mobile home park collapsed into a pond, taking two unoccupied cars into the water. The sidewalk also ended up in the pond. Private water lines and a natural gas line were ruptured prompting the evacuation of fifty residences in the mobile home park.<sup>14</sup> Evidence of liquefaction in the form of sand boils appeared in several areas of the park.<sup>15</sup>

The Western Plaza mobile home park experienced settling due to liquefaction, although it was to a lesser degree than that seen at Tumwater Mobile Estates.<sup>16</sup> Thunderbird Villa on Dennis Street had damage as well. The Fire Department observed at least one home in Thunderbird Villa that had the backyard settle several feet abruptly off the back of the home.<sup>17</sup>

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<sup>12</sup> Map-Tumwater Mobile & Manufactured Home Parks Liquefaction Soil Hazards.

<sup>13</sup> Former Tumwater Fire Chief John Carpenter-phone conversations June 3, 9, and 10, 2009.

<sup>14</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

<sup>15</sup> USGS report on 2001 Nisqually Earthquake: <http://pubs.usgs.gov/of/2003/ofr-03-211/NisquallyFinal.html#sunset>  
Geo-Earthquake Engineering Reconnaissance report on 2001 Nisqually Earthquake:  
[http://research.eerc.berkeley.edu/projects/GEER/GEER\\_Post%20EQ%20Reports/Nisqually\\_2001/liquefaction/late%20spread/index.html#sunset](http://research.eerc.berkeley.edu/projects/GEER/GEER_Post%20EQ%20Reports/Nisqually_2001/liquefaction/late%20spread/index.html#sunset).

<sup>16</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

<sup>17</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

Picture by Fire Department of earthquake damage at Thunderbird Villa mobile home park.





The Olympics West assisted living facility, located on the south side of Trosper Road across from the Tumwater Mobile Estates mobile home park, also experienced settling and minor damage even though it is located within an area designated as low to moderate risk.<sup>18</sup> John Carpenter, the former Fire Chief, was inside the building at the time and witnessed the formation of a 10" step in the middle of a formerly flat hallway.<sup>19</sup> It is of particular concern that these types of facilities and mobile and manufactured home parks, which tend to be populated by some of the more vulnerable residents, including the elderly and disabled as well as low income, are located in areas that are highly susceptible to liquefaction.

Even buildings within areas of low to moderate liquefaction susceptibility sustained damage. The Headquarters Fire Station on Israel Road, which houses the Emergency Operations Center, was structurally damaged during the quake. The apparatus bay shifted away from the main building of the Headquarters Fire Station even though the two were structurally joined together.<sup>20</sup>

Most City buildings had at least some minor damage. Both the Headquarters Fire Station and North End Fire Station, City Hall, the Tumwater Timberland Library, Old Town Center, the historic Crosby House, the

<sup>18</sup> Map-Tumwater Mobile & Manufactured Home Parks Liquefaction Soil Hazards. Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

<sup>19</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

<sup>20</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

## Annex: City of Tumwater

Henderson House Museum, and portions of the Tumwater Valley Municipal Golf Course all were damaged in the earthquake.<sup>21</sup> There were approximately 173 reports of damage to private property in the City.<sup>22</sup>



Figure 1: The Best Western hotel located on the bluff above the Palermo well field had a portion of the rear parking lot settle and start to slide down the hill. (Former Tumwater Fire Chief John Carpenter-phone conversation 6-3/9/10-2009)



Figure 2: The Extended Stay America facility near the Highway 101/Crosby Boulevard interchange had a large retaining wall give way, which broke a water line (Former Tumwater Fire Chief John Carpenter-phone conversation 6-3/9/10-2009)

<sup>21</sup> Former Fire Chief John Carpenter-phone conversation June 3, 9, and 10, 2009.

Jeff Vrabel, Facilities Manager, phone conversation June 10, 2009.

City Preliminary Damage Assessment Worksheet March 5, 2001.

<sup>22</sup> City-wide damage spreadsheet (Excel) sourced from the Fire Department.

Figure 8-10. Hillside slid away from beneath this four-hundred-foot section of a Union Pacific Railway branch line at Tumwater, near Olympia, Washington, during the Puget Sound Earthquake of 1965. A large landslide during the heavy-rainfall winter of 1996-97 also damaged the rail line. Photo by G.W. Thorsen, Washington Division of Geology and Earth Resources.



Figure 3: During the 1965 Puget Sound Earthquake, a large portion of the railroad lines north of the old brewhouse were significantly damaged in an earthquake induced landslide.

After the 2001 Nisqually earthquake, the State Department of Natural Resources mapped liquefaction hazard areas in the City. The entire Deschutes Valley southeast of Capitol Boulevard has been identified as an area of high liquefaction hazard. Aerial photos from the 1930s and the early 1950s<sup>23</sup> show that the area where the brewery warehouses are now located was once part of the Deschutes River channel. The river was relocated, 7.5 acres were filled with 130,000 cubic yards of material from the adjacent hillside along Cleveland Avenue, and the warehouses were built on top of the fill.<sup>24</sup>

### Probability of Occurrence

An earthquake or liquefaction event for the City is medium, meaning it is likely a hazard event will occur within the next one hundred years. There is a 40 to 80 percent chance of a large earthquake occurring in Washington State in the next 50 years.

### Changes in Development

There have been no changes or development in high liquefaction areas. The City is trying to work with the existing manufactured home parks to keep housing costs affordable and to ensure homes are connected to utilities which are to be built to current standards.

<sup>23</sup> Henderson House Museum Collection No. 78 and No. 80

<sup>24</sup> "It's the Water" Brewery newsletter. "A Hill Becomes A Fill." June-July 1953.



Effects of Climate Change

Earthquakes are not influenced by climate change.

Vulnerability

Impacts to People

In the event of an earthquake, everyone within the City would be exposed. There are immediate life safety impacts from collapsing buildings, liquefaction areas, and roads. There are other near-term impacts such as: disruption to utilities, water contamination, risks to people with disabilities, mental health incidents, and shelter demand for displaced individuals. In the event of an M9.3 scenario, 811 households will be displaced, half of those households will need temporary shelter. All buildings and businesses will be exposed to the earthquake, resulting in damage to structures and contents totaling an estimated \$996,891,653. The City is at High risk for exposure to earthquakes, and the damages could be substantial. The economy would be impacted, and functionality of critical facilities and services, such as City Departments and infrastructure, would have long recovery times.

As identified in previous incidents above, there are communities that are socially vulnerable located in earthquake hazard areas. The FEMA National Risk Index identifies the City as Relatively Low for Social Vulnerability, but there are historic occurrences of earthquakes impacting emergency service facilities, which could impact the health and safety of people. There are also electric substations, and health and medical facilities that would be impacted. Socially vulnerable people living in long term care and special care facilities would be impacted, especially in the Trosper area, where liquefaction has occurred.

Table 3. Earthquake Displacement and Shelter Needs in the City.

Earthquake Household Displacement & Sheltering Needs			
	Cascadia M9.3	Nisqually M7.2	Seattle M7.2
Households Displaced	811	68	15
Individuals Needing Shelter	406	35	8

Impacts to Structures

Earthquakes can cause damage to homes and other buildings. Furniture, appliances, electronics, and other items could be moved and damaged in the event. There is a risk of secondary hazards such as fire or water damage.

Critical facilities such as fire departments, hospitals, police, and other providers could sustain damage to the buildings and equipment. Operations would be disrupted and inoperable until buildings, equipment, and power are restored to a functioning status.

In the event of an earthquake, mass amounts of structural debris will be generated. The table below represents structural debris multiplied by one thousand tons within the City.

## Annex: City of Tumwater

Table 4. Structural Rubble Created by Earthquake in the City.

	Cascadia M9.3	Nisqually M7.2	Seattle M7.2
Total Debris (tons)	198.35	24.70	6.59

*Impacts to Systems*

City facilities and infrastructure are susceptible to damage, as identified in the previous incidents section, above. City Hall and surrounding facilities were built in 1987. The Headquarters Fire Station was built in 2000. Routine inspections and maintenance, as well as upgrades to infrastructure outlined in the mitigation initiatives will help reduce damage and keep critical operations working in the event of earthquake. Updates to infrastructure are needed to ensure they can withstand earthquakes and other hazards; the Capital Facilities Plan addresses the specific systems that need to be updated. Upgrades, such as installing solar power in City Hall and backup generators for water systems are needed to reduce the risks of vital utilities being out of commission for long periods of time.

The City has water systems in the Deschutes Valley. This area is mapped with high risk for earthquakes and liquefaction zone. Below is a table outlining the probability of damage and functionality after an event based on LOTT water systems at T Street and a Wastewater Line on Deschutes Valley Drive in the City. These systems are located near the Palermo Well, a critical facility to the City.

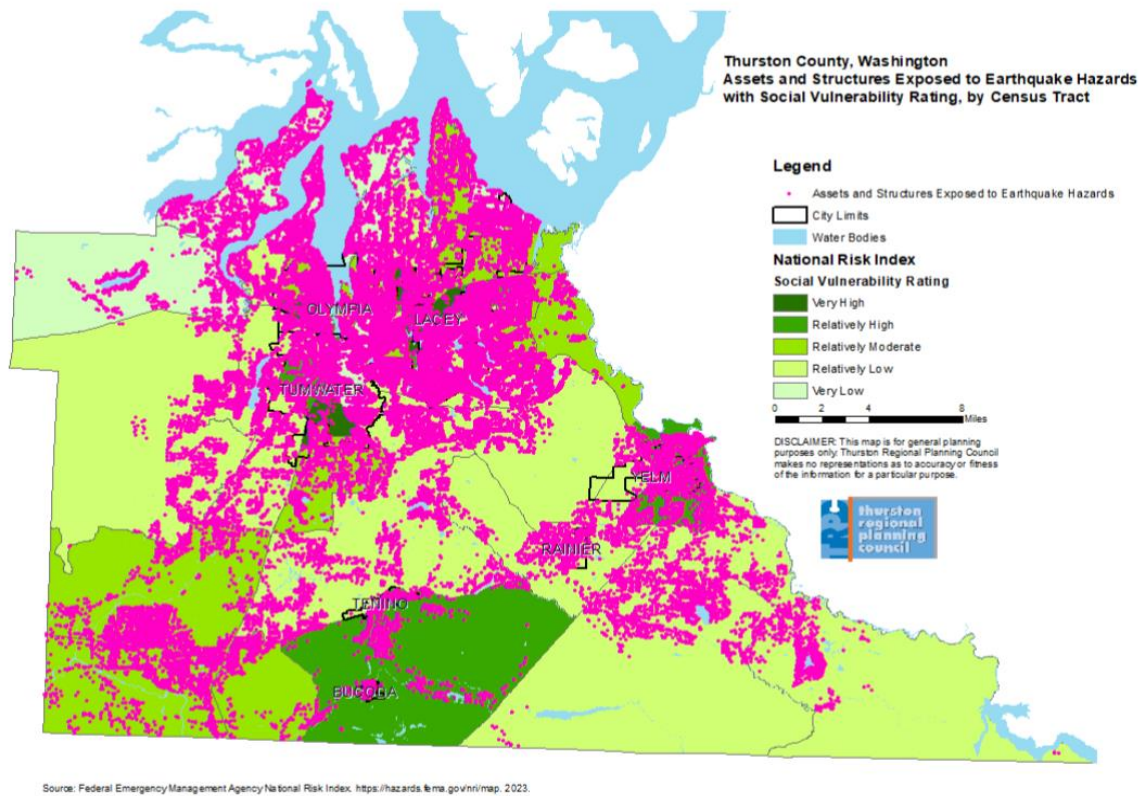
According to the Water Resources & Sustainability Department, more than one third of the City's drinking water comes from the Palermo well field in the Deschutes Valley, which is identified as an area of high liquefaction susceptibility by data provided by the State Department of Natural Resources. Damage to the Palermo wells or related infrastructure could cause a significant disruption in the supply of potable water for the City residents and emergency responses such as firefighting.

Table 5. Damage to Water Systems in the Event of a Cascadia M9.3 Earthquake.

Site	Probability of Complete Damage	Probability of At Least Slight Damage	Probability of at Least Moderate Damage	Functionality (%) at Day1	Functionality (%) at Day 7	Functionality (%) at Day 14
600 T Street-Water reservoir	90.93%	99.98%	98.7%	10.4%	13.5%	16.6%
110 Deschutes Parkway-Wastewater Pipeline	82.04%	99.93%	95.18%	1.3%	6%	8.1%

\*Data from CriticalFacilitiesAnalysis\_EQ\_CascadiaM93.xlsx- Cascadia Fault Earthquake Scenarios

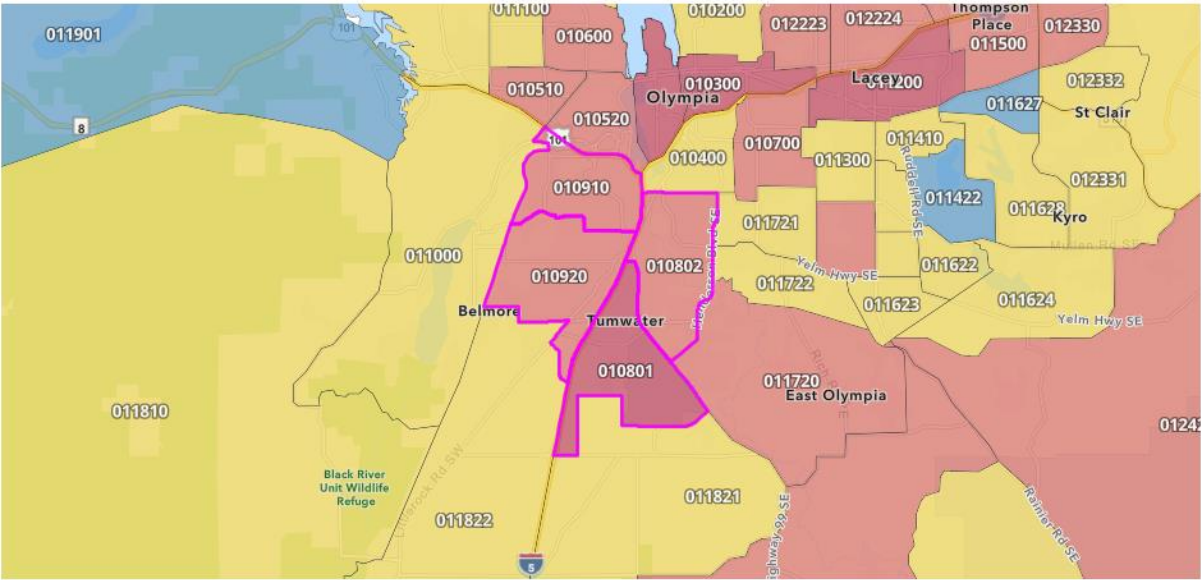
## Risk

*Hazard Risk Rating*

Social vulnerability and the hazard risk rating index are summarized in Chapter 4.2 of the Regional Plan. The City's rating for a Cascadia M9.3, Nisqually M7.2, and Seattle M7.2 hazard risk ratings are high, medium, and medium, respectively.

Nationally, the City ranks relatively high/high for risk and social vulnerability in the event of an earthquake.

Risk Index



**Risk Index Legend**

Very High
  Relatively High
  Relatively Moderate
  Relatively Low
  Very Low

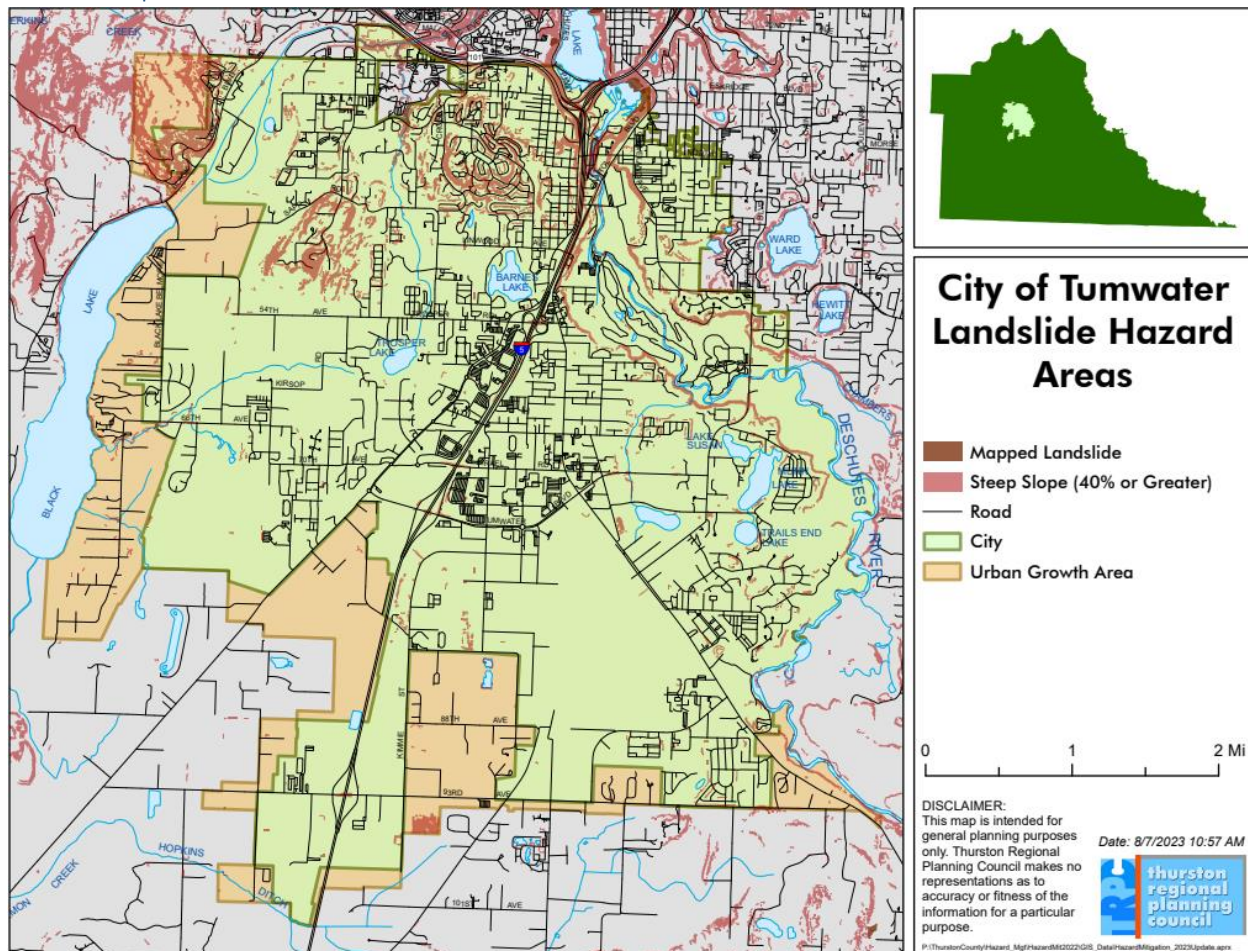
No Rating
  Not Applicable
  Insufficient Data

Rank	Community	State	Risk Index Rating	Risk Index Score	National Percentile	
1	Census tract 53067010801	WA	Very High	97.5	0	100
2	Census tract 53067010910	WA	Relatively High	95.93	0	100
3	Census tract 53067010920	WA	Relatively High	95.81	0	100
4	Census tract 53067010802	WA	Relatively High	94.88	0	100



## Landslide Risk Assessment

## Area of Impact



For the purposes of the hazard risk assessment, landslide hazard area is defined as a combination of the following areas:

1. Areas with slopes that are 40 percent or greater (slope was calculated using light detection and ranging or LIDAR using GIS); and
2. State Department of Natural Resources mapped known and historic landslides database

Tumwater Municipal Code 16.20.045(B) defines landslide hazard areas as:

*Landslide Hazard Areas. Landslide hazard areas are areas potentially susceptible to landslides based on a combination of geologic, topographic, and hydrologic factors. They include areas susceptible to landslides because of any combination of bedrock, soil, slope (gradient), slope aspect, structure, hydrology, or other factors. Examples of these may include, but are not limited to, the following:*

1. *Areas of historic failures such as:*
  - a. *Those areas delineated by the U.S. Department of Agriculture's Natural Resources Conservation Service as having "severe" limitation for building site development.*



- b. Those areas mapped by the Department of Ecology (Coastal Zone Atlas) or the Department of Natural Resources (slope stability mapping) as unstable ("U" or class 3), unstable old slides ("UOS" or class 4), or unstable recent slides ("URS" or class 5).*
  - c. Areas designated as quaternary slump, earthflows, mudflows, lahars, or landslides on maps published by the U.S. Geological Survey or Department of Natural Resources.*
- 2. Areas with all three of the following characteristics:*
  - a. Slopes steeper than fifteen percent; and*
  - b. Hillsides that have intersecting geologic contact with a relatively permeable sediment overlying a relatively impermeable sediment or bedrock; and*
  - c. Springs or ground water seepage.*
- 3. Areas that have shown movement during the Holocene epoch (from ten thousand years ago to present) or that are underlain or covered by mass wastage debris of that epoch.*
- 4. Slopes that are parallel or sub parallel to planes of weakness (such as bedding planes, joint systems, and fault planes) in subsurface materials.*
- 5. Slopes having gradients steeper than eighty percent are subject to rock fall during seismic shaking.*
- 6. Areas potentially unstable because of rapid stream incision, stream bank erosion, and undercutting by wave action.*
- 7. Areas located in a canyon or on an active alluvial fan, presently or potentially subject to inundation by debris flows or catastrophic flooding.*
- 8. Any area with a slope of forty percent or steeper and with a vertical relief of ten or more feet except areas composed of consolidated rock. A slope is delineated by establishing its toe and top and measured by averaging the inclination over at least ten feet of vertical relief.*

Landslide Hazard areas are mapped near Sapp Road, Tumwater Hill, Black Lake Boulevard, and along the Deschutes River.

### Extent

Same as described in Chapter 4.4 of the Regional Risk Assessment.

### Previous Incidents

The areas within the City that are most susceptible to landslides are shown on the City Steep Slopes map. Most of the steep slopes are in the northern portion of the City and include the bluffs along the Deschutes Valley, portions of Tumwater Hill, areas on Bush Mountain, and some areas west of Black Lake Boulevard including Jones Quarry.

## Annex: City of Tumwater

A landslide occurred on Desoto Street near the base of Tumwater Hill in 1999.<sup>25</sup> The street lies along a short steep canyon called Desoto Canyon. The landslide occurred during the prolonged and heavy rainfall episode that happened in 1999.



However, the majority of landslides have occurred at the southeast end of Capitol Lake near the historic Old Brewhouse. This area is across the water from Tumwater Historical Park and behind the row of historic homes on Capitol Boulevard.

The following is an excerpt from the Brewery Neighborhood Appendix of the Tumwater Land Use Element:

*There have been a number of landslides within this neighborhood. A slide in 1902 demolished several of the brewery buildings that were located east of the Old Brewhouse.<sup>26</sup> Slides in this same area have also occurred in 1965, 1996, 2001, and 2008 and have caused significant damage, mainly to infrastructure such as sewer lines.<sup>27</sup> The slides in 1965 and 1996 both ruptured main sewer lines resulting in untreated wastewater flowing directly into the Deschutes River and Capitol Lake.*

<sup>25</sup> Desoto Street landslide (1999)-Picture sourced from City's Public Works Water Resource Division.

<sup>26</sup> Source: 75<sup>th</sup> Anniversary Olympia Brewing Company Booklet ~1971.

<sup>27</sup> Source: *Natural Hazards Mitigation Plan for the Thurston Region-2009*.

## Annex: City of Tumwater

The 1965 earthquake triggered a landslide in this area that took out the railroad tracks and the sewer line that transported wastewater from the City to the LOTT treatment facility in the City of Olympia.<sup>28</sup>

Figure 8-10. Hillside slid away from beneath this four-hundred-foot section of a Union Pacific Railway branch line at Tumwater, near Olympia, Washington, during the Puget Sound Earthquake of 1965. A large landslide during the heavy-rainfall winter of 1996-97 also damaged the rail line. Photo by G.W. Thorsen, Washington Division of Geology and Earth Resources.



Another landslide in 1996 in the same area again took out the railroad tracks and the two main sewer lines.<sup>29</sup> The 1996 landslide was not triggered by an earthquake but occurred during a prolonged and intense period of precipitation. The wastewater has since been redirected to a new pipe that is located on the other side of the valley along Deschutes Parkway.<sup>30</sup>

Another landslide in this general vicinity was observed to have occurred during the 2001 Nisqually earthquake.<sup>31</sup> This landslide was

located slightly further to the north than the two previous landslides, but still south of Interstate 5. No damage to facilities or infrastructure resulted from this landslide.

There have not been any recent landslides since the 2017 City Annex update.

<sup>28</sup> 1965 landslide: Washington Emergency Management Division Washington State Hazard Mitigation Plan p.7 of the landslides section. [http://www.emd.wa.gov/plans/documents/Tab\\_7.1.5\\_Landslide\\_final.pdf](http://www.emd.wa.gov/plans/documents/Tab_7.1.5_Landslide_final.pdf).

<sup>29</sup> 1996 landslide: "Sewer line plan upended by quake." Tuesday, March 20, 2001. John Dodge. *The Olympian*.

1996 landslide: Washington Emergency Management Division Washington State Hazard Mitigation Plan. November 2007. Hazard Profile-Landslide. p.9

<http://www.emd.wa.gov/plans/documents/LandslideNov2007Tab5.6.pdf>

<sup>30</sup> 1996 landslide: "Sewer line plan upended by quake." Tuesday, March 20, 2001. John Dodge. *The Olympian*.

<sup>31</sup> 2001 landslide: Landslide was noted in the 2002 Capitol Lake Adaptive Management Plan, "Also the February 2001 Nisqually earthquake caused a large landslide along the eastern shore of the South Basin across from Tumwater Historical Park." <http://academic.evergreen.edu/curricular/sustainabledesign/CLAMPPlan2003-2013.pdf>



## Annex: City of Tumwater

The most recent landslide occurred in December 2008, at a location closer to the old brewery building. This slide was in close proximity to a minor sewer lift station and contributed partially to its temporary failure. This minor lift station only serves about twenty residences on and near Capitol Boulevard.<sup>32</sup>



In February 2019, an oil spill from the Brewery spilled gallons of toxic sludge into the soil of Tumwater Historical Park's eastern trail. Clean up efforts by the State Department of Ecology repaired the soil, but after heavy rain the repairs were not enough. The soil was eroded, and rain caused segments of the trail to collapse into the Deschutes River. Continued rains only made things worse when the waterfall underneath the Boston Street bridge deteriorated, sending massive volumes of water down onto the east trail. The rush of water broke a fence and caused a rock buttress that holds up the trail to topple down onto the banks of the river.

### Probability of Occurrence

The probability of a landslide in the City is high, meaning an event is likely to occur in the next 25 years.

### Changes in Development

Tumwater Municipal Code addresses new and redeveloped areas that may be in areas mapped with geologic hazard areas. There are standard setbacks from hazard areas and special technical reports required as part of the development proposal. A geotechnical engineer or geologist must prepare

<sup>32</sup> Phone conversation with Steve Craig-Tumwater Public Works Operations Manager-June 15, 2009.

reports. The Development Code will be checked to ensure current state regulations are adopted through the periodic update in 2025.

### Effects of Climate Change

With climate change, more frequent and intense rain, decreased summer precipitation, wildfires, and flooding, landslides and erosion frequencies and processes are altered. Warmer air will break down soils, allowing more water to be penetrated, wildfires and loss of vegetation and root systems that stabilize slopes, can affect rates of erosion and increase the chances of landslides.

### Vulnerability

#### *Impacts to People*

An estimated 223 people within the City live within areas that are at risk of landslides. Landslides could catch people unaware and cause serious injury or death. People could be stranded if roads are blocked and transportation unavailable. People can lose their homes and experience displacement. If serious injury occurs, help and assistance could be extended or not able to reach those in need.

#### *Impacts to Structures*

Landslides can damage and destroy homes, property, critical facility structures, and infrastructure. There are seventy-four structures identified in potential landslide hazard areas according to the Regional Plan Table 4.4.3. Tumwater Hill is a highly populated area with residences, duplexes, apartments, a school, and businesses. A landslide could carry structural debris and cause damage to anything in its flow path.

#### *Impacts to Systems*

Water, sewers, and other critical infrastructure could be damaged in the case of a landslide. Tumwater Hill and the Deschutes Valley have water systems and transport lines that could be impacted or broken in a landslide. There is also the potential for contamination of water and to the environment. Landslides could block off transportation systems, damage roads and infrastructure needed for emergency services and evacuation, and isolate or strand people.

#### *Impacts to Natural, Cultural, and Historic Resources*

There are multiple historical structures and natural resources that could be affected by a landslide. Landslides in the Deschutes Valley could transmit contamination from the Historic Brewery site into the Deschutes River and damage the Tumwater Historical Park.

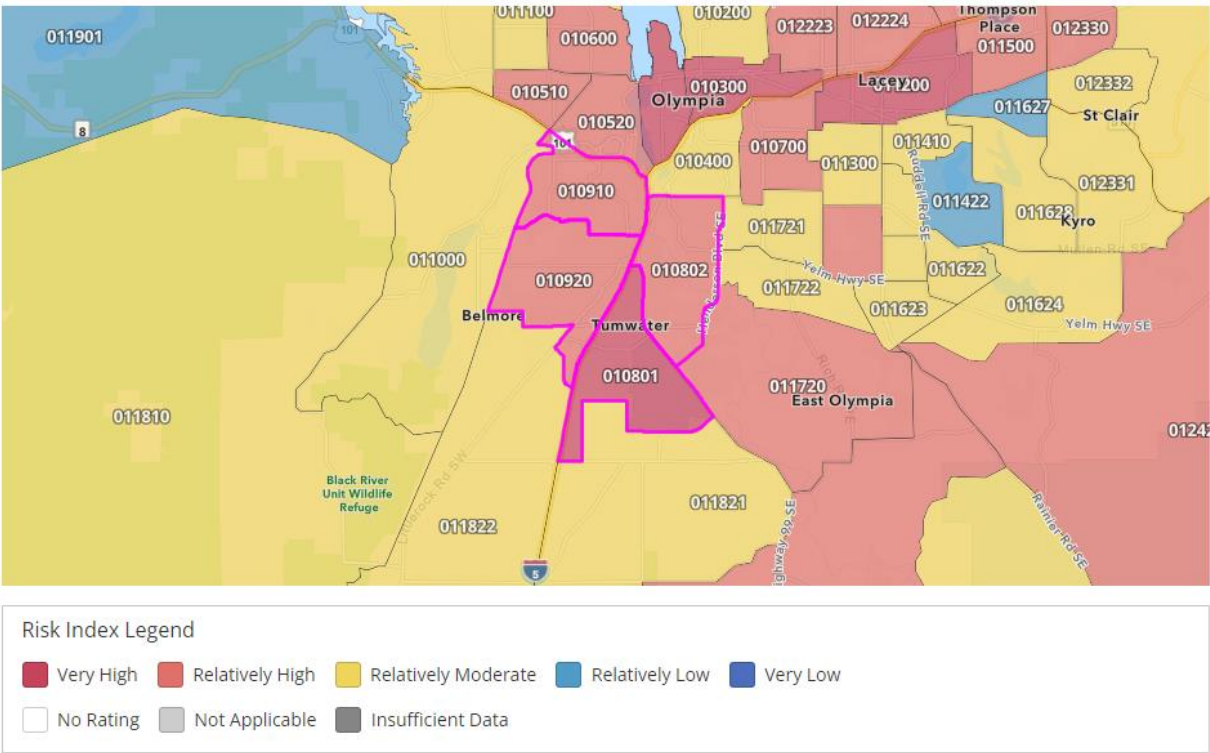
Risk

*Hazard Risk Rating*

Chapter 4.4 of the Regional Plan describes social vulnerability rating and the risk index for Landslide Hazard Areas. The City’s risk index is relatively high to high according to the FEMA National Risk Index report. The overall hazard risk rating for the City is 18.

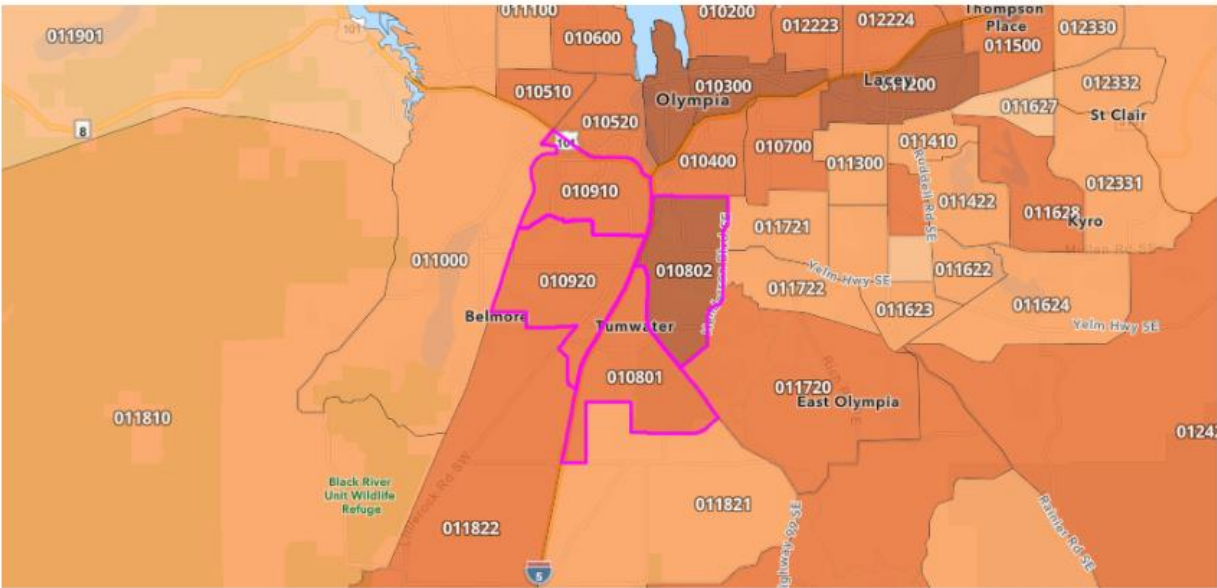
The maps below show the risk index and expected annual loss from landslides.

Risk Index



Expected Annual Loss

Expected Annual Loss measures the expected loss each year due to natural hazards.



Rank	Community	State	EAL Value	Score
1	Census tract 53067010802	WA	\$3,944,128	97.13
2	Census tract 53067010910	WA	\$3,772,236	96.86
3	Census tract 53067010801	WA	\$3,377,825	96.04
4	Census tract 53067010920	WA	\$2,951,985	94.83

Severe Weather Risk Assessment

Area of Impact

In general, all Thurston County communities are affected by extreme heat events, extreme cold events, and other storm activities (winds, rains, and snow). See Chapter 4.6 of the Regional Plan for definitions and statistics.

Extent

Same as described in Chapter 4.6 of the Regional Risk Assessment.



### Previous Incidents

Lightning has caused damage to the infrastructure in the City several times over the last couple of decades.

In 1991, a deep freeze resulted in several frozen and broken water mains. Most of the water mains that froze were on overpasses. A couple of these frozen water mains were part of construction projects, so the water was not moving inside the pipes, just sitting still. Usually, a minor amount of water movement will prevent water from freezing inside a pipe. Steps have since been taken to prevent water mains from freezing again.

During the December 2008 snowstorm, several apartment complexes in the City had carports collapse. These included the Breckenridge Heights apartments, Indian Creek condominiums (pictured below), and Capitol Heights apartments.<sup>33</sup> The Olympics West Retirement facility on Trosper Road was evacuated due to the threat of roof collapse from heavy snow.<sup>34</sup> Other relatively minor damage occurred to the Headquarters Fire Station when the weight of the snow tore the gutters off of the building. No injuries were reported due to the collapses.



Due to the number of trees in the City, power outages are expected during storms. The most recent severe and long lasting power outages were during the December 2006, 2008, and 2012 winter storms. The 2006 windstorm resulted in City facilities without power for several days. A half million-dollar generator was installed at City Hall in 2009 to provide uninterrupted power for both City Hall and the Police Station. In addition, there are generators for most of the City facilities including, but not limited to,

<sup>33</sup> Picture from the Fire Department of collapsed carport at Indian Creek Condos 220 Israel Road in Tumwater on December 25, 2008 and conversation with Fire Department front counter staff.

<sup>34</sup> The Olympian newspaper article 12-28-2008 (online). "Riding arenas roof collapses." by Rolf Boone.



the Emergency Operations Center, which is inside the Headquarters Fire Station, the North End Fire Station, the Operations & Maintenance Facility, and several critical components of the water and sewer systems. Most City facilities are now able to function due to the generators.

Besides power outages, the other significant issue from storms is the damage to structures, utilities, and the transportation system from falling trees, as well as the cost of cleanup afterwards. The 2012 storm was a combination of heavy snow and ice, which severely damaged many trees throughout the City. The damage and cleanup costs for removal of tree debris from City streets and properties were approximately \$317,796.56.<sup>35</sup> Some of the structure and infrastructure damage included a partially collapsed Headquarters Fire Station wash rack roof (~\$42,000) and part of the computer system for the SCADA sewer and water management system had to be replaced (~\$16,000).<sup>36</sup>

During the Police Department expansion at City Hall in 2014, the row of ten large fir trees on the west side of the building had their root zones significantly disturbed during construction. These trees are within falling distance of the newly expanded Police Station, which is a critical facility attached to City Hall, as well as the half million-dollar generator, which supplies power to the Police Station and City Hall. This generator also includes a special device to remove power fluctuations. For this reason, all power for City Hall, the Police Station, and the Operations & Maintenance Facility are routed from the Puget Sound Energy lines and through this device first before being distributed on-site. If a tree fell on the generator, it would also damage this special controller and completely interrupt power service on-site.



On May 4, 2017, a wet microburst touched down in parts of the City and the Cities of Olympia and Lacey causing substantial damage in a relatively small area. Many trees and utility poles were broken or blown down in the short but severe storm. Localized urban flooding occurred as well due to the large amount of precipitation that occurred within a short time period. Microbursts happen when air cools quickly inside a thunderstorm, moves to the surface, hits the ground and then spreads horizontally on the ground. Microbursts tend to affect small areas, usually no larger than a few square miles. This weather

<sup>35</sup> Project reimbursement worksheet for submittal to FEMA prepared by Fire Department staff 2012.

<sup>36</sup> Project reimbursement worksheet for submittal to FEMA prepared by Fire Department staff 2012.

phenomenon produces damage in a starburst pattern. The damaging winds radiate away from the point of impact in straight lines.



Other issues associated with these fir trees in this location are the clogging of the porous asphalt parking lot, fir needles and debris falling into and on cars, and tree sap dripping on to cars. Both of the latter issues can cause visibility issues with windshields on emergency vehicles. Police officers have taken to avoiding utilizing half of the parking lot for this reason and are parking on the grass at the back of the facility at times.



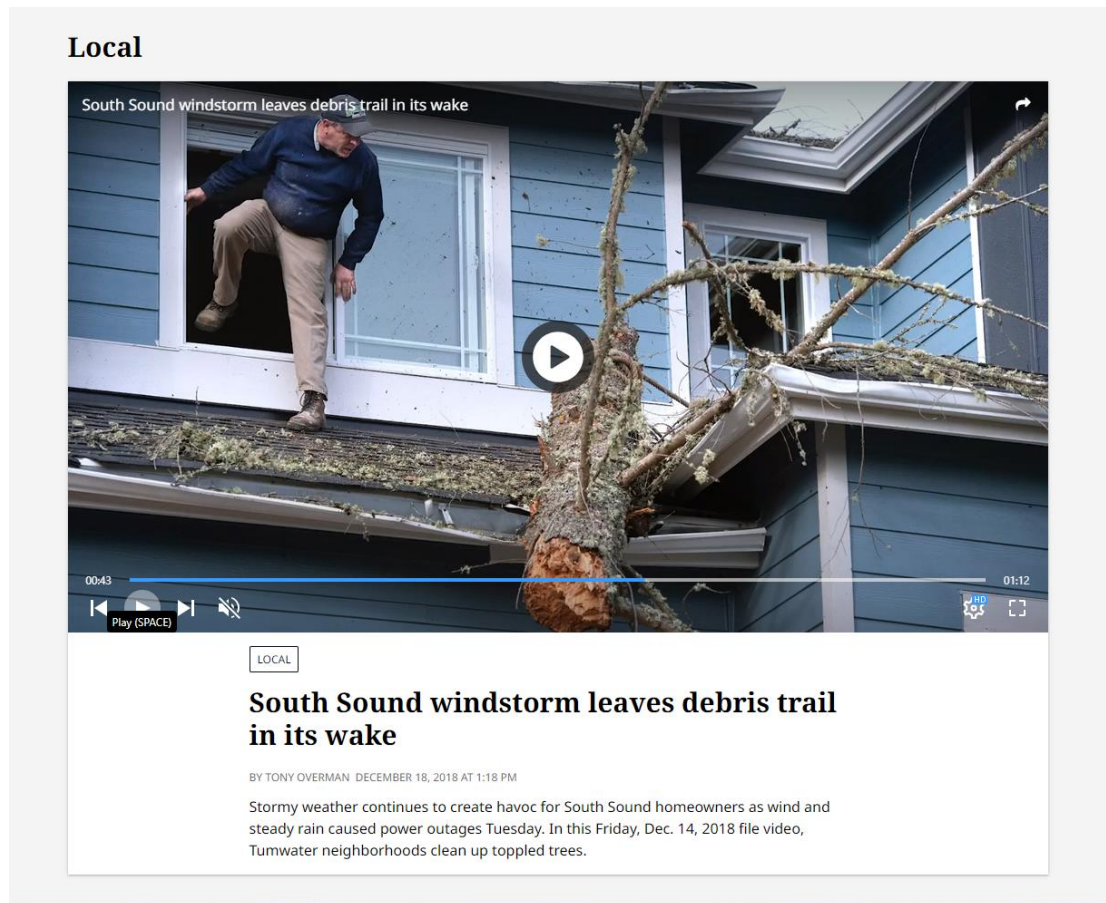


Special care should be taken to have a tree professional inspect these trees on a regular basis. An alternative and more initiative-taking approach would be to remove them before a strong storm occurs and they topple onto a critical facility, the generator that powers the critical facility, or police vehicles or personnel. A first step may be to trim the lower branches to lighten the wind load on the trees.

In a somewhat similar situation, very tall fir trees also surround the Headquarters Fire Station, which contains the Emergency Operations Center. These trees have not been disturbed since the construction of the Headquarters Fire Station in 2000 and have weathered several significant storms in the last decade and a half. However, one tree was hit by lightning in summer 2015 and much of its bark was blown off. The groves of trees on both sides of this critical facility should be assessed every few years as to their health and their ability to weather a severe storm. Monitoring the health of trees within falling distance of critical facilities should be done on a regular basis.

On December 11, 2018 heavy rains and windstorms swept through Puget Sound and caused power outages to about 2,000 Puget Sound Energy customers, mostly in the City. Trees fell, taking down power lines and poles. This left homeowners, businesses, and even students at school without power. Students at Tumwater High School were released early due to the school not having power and lights. Busy intersections were turned into four way stops. This storm was one of many projected throughout that week. The pictures below show City residents trying to clear debris from the windstorm days later on December 14, 2018.





At the end of June 2021, the City experienced a historic heat wave. The heat was caused by a dome of high pressure over the northwest and worsened by climate change. One man in the City died due to the extreme heat, he was found deceased in his apartment. Temperatures were as high as 105 degrees. Many homes in the City are not equipped with air conditioning, the chances of hyperthermia are high, and most of the population is at risk.

### Probability of Occurrence

The City matches the regional risk assessment for storms in regard to probability of "high." A high rating means a hazard event is likely to occur within 25 years.

### Changes in Development

Any development within the City is subject to storm hazards, especially heat. The City's Building Codes are up to state standards and Washington State Energy Code standards are met. This helps in times of severe cold or heat storm events. The City is working to promote infill to reduce urban sprawl and heat islands caused by hard surfaces, such as concrete. The retention of trees will help keep areas cooler, the City is updating its tree and vegetation code.

### Effects of Climate Change

It is projected that over the next thirty years summer temperatures will rise 3.4 degrees, this will impact economic development, agriculture, ecosystems, and human health. Warmer summers are expected to increase concentrations of air pollutants, such as ozone and some vector-borne illnesses, such as West Nile virus. Warmer summer temperatures could decrease opportunities for warm season recreation activities. Warmer summers are expected to reduce summer soil moisture and increase physiological stress for some plants and animals. The elderly, very young, and people with preexisting health conditions are more likely to be affected by warmer summers.

Warmer temperatures set the stage for algal blooms, in 2015, the waters off the west coast from California up to Washington experienced one of the largest observed toxic algal blooms in recent decades when the neurotoxin domoic acid formed and spread. Droughts can concentrate harmful substances in streams or wells. Extended or intense droughts can impact smaller surface water and shallow groundwater systems by significantly reducing the quantity of water available for use. While impacts on individual water supply systems will vary, the projected increase in both flooding and drought could increase risks to drinking water quality and quantity.

Heavy precipitation is expected to increase by ten percent. Floods can introduce hazardous and toxic substances to water ways and threaten public water supplies. Neighborhoods and developments that are low-lying or have problems with drainage will be more vulnerable to flooding. Transportation routes and infrastructure located in low-lying areas, within or near current floodplains or regulatory flood zones, or adjacent to unstable slopes are expected to be more exposed to an increase in heavy precipitation.

### Vulnerability

As stated above, the City is vulnerable to the effects of severe weather and storm hazard events. Infrastructure, water systems, waste management, ecosystems, development, economic development, human health, and more can be impacted.

### Impacts to People

The elderly, young, and people with existing medical conditions are the most vulnerable to extreme weather events and storms. As temperatures rise, more stress is placed on the body, which increases the risk of heat exhaustion and heat stroke. Prolonged summers can increase pollen and allergens, affecting those with asthma or allergies. During heat waves, there is an increase in the number of emergency calls, hospitalizations, and heat-related deaths. People with pre-existing health conditions, such as diabetes or a suppressed immune system, are also at a higher risk of experiencing health complications. Outdoor laborers are more exposed, placing them at a relatively higher risk as well.

Residents who do not have access to housing, housing with air conditioning or fans, heaters, access or transportation to medical or emergency weather centers, families without medical care, are all at risk. Households that are damaged by storm events are financially burdened, while public safety is at risk. Storm events can leave households displaced due to structural damage. Without power, transportation, heat, access to clean water, cooling centers, and medical care people are burdened emotionally, physically, and financially.

### *Impacts to Structures*

There have been historic incidents where the Headquarters Fire Station, City Hall, and structures have been impacted by severe weather and storm events. It is vital that trees are inspected around critical facilities to reduce damage from trees and limbs falling during a severe storm, so damage to City property such as roofs, vehicles, and buildings are minimized. During winter storm events, water mains can freeze or weight from snow and falling debris can cause physical damage.

### *Impacts to Systems*

During power outages, it is critical the Emergency Operations Center at the Headquarters Fire Station and Police Department at City Hall are still functioning. City staff are looking at resources and funding to secure solar panels in case the main generator at City Hall fails. Power lines and utility lines are susceptible to damage from tree limbs and trees falling. If utilities and communication systems are installed underground, there is less impact on critical communication systems. Homes can remain with power and heat during winter storms and have the ability to communicate with emergency services in case of an emergency.

### *Impacts to Activities*

Outdoor recreation and economic development will be impacted. In a heat event, sports and games may have to be cancelled, people who work outside may not be able to work in extreme heat, dust and allergens will affect air quality and people will have to stay indoors. Parks and outdoor areas will be exposed to drought, waterbodies and areas to swim will have water level decreases and prone to more water quality issues.

## *Risk*

### *Hazard Risk Rating*

Hazard risk ratings are based on social vulnerability ratings and the national risk index as explained in Chapter 4.6 of the Regional Plan. The City has a relatively high to high risk index and broad range of socially vulnerable areas. Those who live in homes without heat and air conditioning or are elderly and have medical conditions are most at risk.

## Wildfire Risk Assessment

## Area of Impact

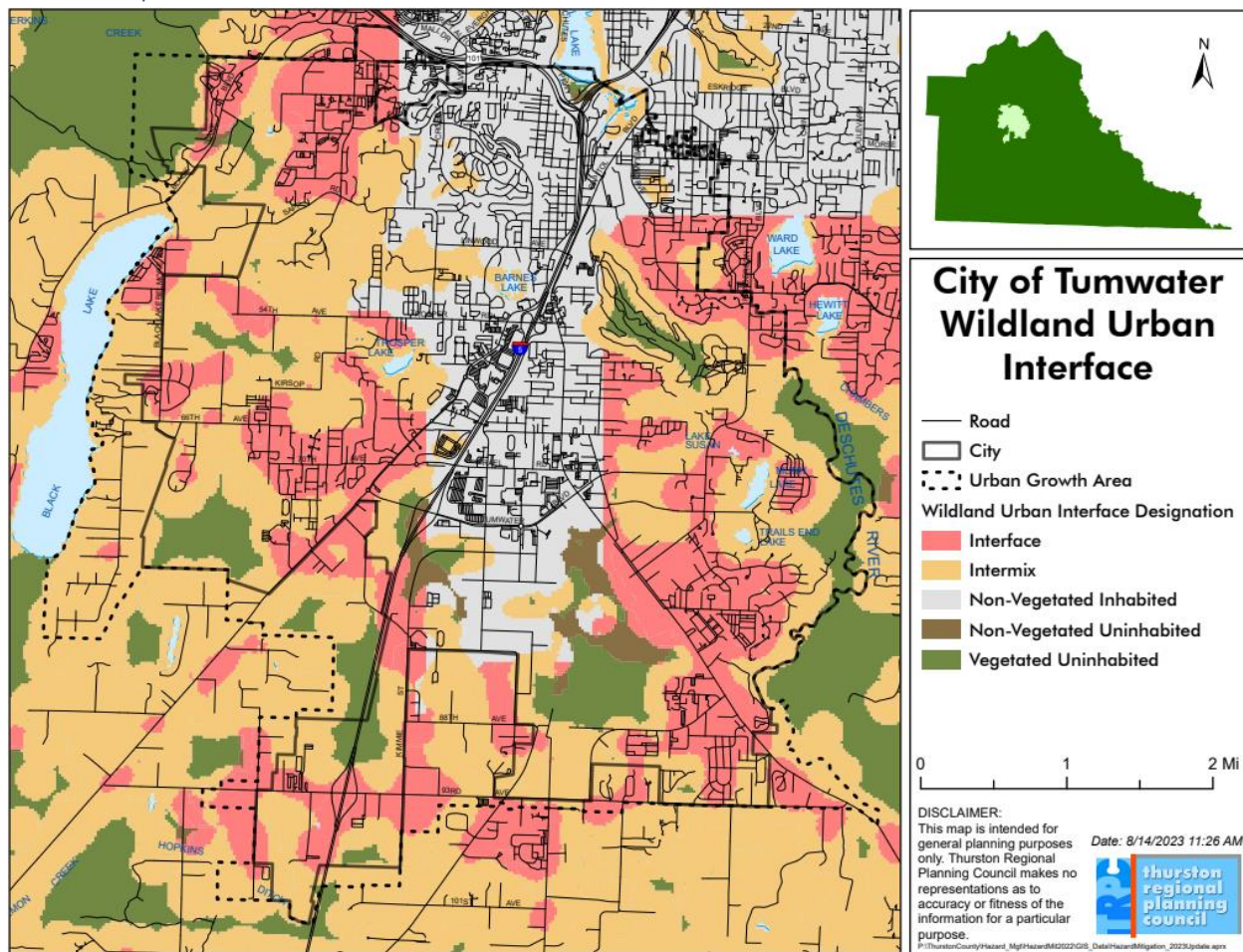


Figure 4. City Wildland Urban Interface

In 2019, the State Department of Natural Resources completed statewide mapping for wildlands and wildland-urban interface areas. For the purposes of the wildfire hazard risk analysis, the hazard assessment area is defined as wildland-urban interface and intermix mapped areas. Approximately two thirds of the City are mapped in the wildland urban interface and intermix areas according to the state mapping.

In general, wildlands are areas covered with 50 percent or higher burnable vegetative cover (Map 4.9.1). There are two major land use characterizations for areas that are prone for wildfires:

1. Wildland-Urban Interface – located on the periphery of urbanized areas where homes, businesses, and other structures meet wildlands. Areas mapped as a wildland-urban interface and intermix include development that is bordered by wildlands on at least one side. Approximately 32 percent of Thurston County's population is located in areas mapped as a wildland-urban interface.
2. Wildland-Urban Intermix – located between both the urban interface and wildlands. Most wildland-urban intermix areas in Thurston County are near lower density areas further away from



urbanized areas. The urban intermix is where homes and structures intermingle with wildlands. Areas characterized as intermix consists of development or structures that are surrounded on two or more sides by wildlands. Approximately 33 percent of the county's population is located in areas mapped as wildland-urban intermix.

WDNR's Wildland-Urban Intermix map is not a wildfire risk map, but it is a useful planning tool to inform the region's wildland fire risk assessment. Wildland-urban interface and intermix areas are prone to wildfires because they contain people and structures adjacent to wildland vegetation. People are attracted to natural and less developed rural landscapes. Over time, wildlands can convert to intermix as development spreads in unincorporated areas of Thurston County. The wildland-urban interface and intermix communities and the adjacent wildlands are at risk for wildland fire hazards because a fire may originate in the wildland area and spread to structures and dwellings and vice versa.

### Extent

Human behavior, weather, fuel, terrain, and road access influence wildland fire behavior and suppression response activity. Chapter 4.9 of the Regional Plan goes into further detail of each factor.

### Previous Incidents

According to Table 4.9.1 in the Regional Plan, the City has had nineteen wildfire starts from 2008-2022. A total of 5.9 acres have burned in the incidents.

**Table 4.9.1 Total Wildfire Starts and Acres Burned by Fire District, Thurston County, 2008-2022<sup>ii</sup>**

Agency <sup>1</sup>	Total Starts <sup>2</sup>	Sum of Acres Burned	Average Acres Burned	Max Acre Burn Event
Bald Hills Fire Department FD 17	17	11.5	0.7	4.5
Bucoda	2	0.5	0.2	0.3
East Olympia FD 6	28	8.1	0.3	2.0
Griffin Fire Department FD 13	17	3.3	0.2	1.0
Lacey FD 3	87	54.2	0.6	4.6
McLane Black Lake FD 9	63	43.2	0.7	8.5
Olympia	14	3.7	0.3	1.4
Outside Taxing Boundaries	37	24.4	0.7	9.7
South Bay FD 8	15	2.3	0.2	0.8
South East Thurston Fire Authority FD 2&4	117	144.2	1.2	29.0
South Thurston Fire and EMS FD 12	42	55.9	1.3	13.0
Tumwater	19	5.9	0.3	1.3
West Thurston Regional Fire Authority FD 1&11	179	859.0	4.8	384.0
<b>Grand Total</b>	<b>637</b>	<b>1216.1</b>	<b>1.9</b>	<b>384.0</b>

Between 2018 and August 2023, the Fire Department responded to eighty-eight natural brush or vegetation fires.<sup>37</sup>

<sup>37</sup> Data provided by the Fire Department, Chief Hurley.



### Probability of Occurrence

The probability of a wildfire in the City is low according to the hazard risk rating index. This means a hazard event is not likely to occur within one hundred years.

### Changes in Development

With two thirds of the City mapped within a fire hazard area (wildland-urban interface and intermix) most existing development is within a wildfire hazard area. Starting in October 2023 all new and existing developments will have to be reviewed for proximity to vegetation and trees, also known as “defensible space”. There will need to be a protective buffer from residential structures and development, even if they were established prior to the Washington Wildland Urban Interface Code requirements. All development within the wildland hazard areas is at risk as shown on the map.

### Effects of Climate Change

Large and severe fires are associated with warm and dry conditions, which are likely to intensify with climate change. Climate related factors such as increased temperatures and drought, hotter and drier summers, drier soils and vegetation, earlier spring melting and reduced snowpack, and decreased summer water availability all contribute to conditions that fuel wildfires. Interactions between fire and other disturbances, such as drought and insect outbreaks, are likely to be the primary drivers of ecosystem change in a warming climate. Reburns are also likely to occur more frequently with warming and drought, with potential effects on tree regeneration and species composition. Hotter, drier sites may be particularly at risk for reburns, or regeneration failure. A reburn occurs when the perimeter of a recent past fire is breached by a subsequent fire.

### Vulnerability

The City has many parks, residential communities, and vulnerable populations mapped in the wildland fire hazard area. Approximately 75% of the City is within a wildfire hazard area, the majority of residents, infrastructure, and businesses are at risk and exposed. A wildfire could be devastating to the economy and the health of people and vulnerable populations.

The most vulnerable populations are mapped between East of Interstate 5 and west of Capital Boulevard, from Trosper Road to 88<sup>th</sup> Avenue according to FEMA national Risk Index Mapping.

Many schools, businesses, and City facilities are located in wildfire hazard areas.

*Impacts to People*

Approximately 3,499 people are exposed to the Wildland Urban Intermix area, and 11,431 people are exposed to the Wildland Urban Intermix area.<sup>38</sup>

Wildfires create air pollution and affect air quality. The effects of smoke from wildfires can range from eye and respiratory tract irritation to more serious disorders, including reduced lung function, bronchitis, exacerbation of asthma and heart failure, and premature death. Children, pregnant women, and the elderly are especially vulnerable to smoke exposure. Emissions from wildfires are known to cause increased visits to hospitals and clinics by those exposed to smoke.<sup>39</sup>

There are many homes in Washington State that are not equipped with Air Conditioning, and during peak wildfire season in the summer, many people rely on opening windows to cool homes in the summer.

*Impacts to Structures and Systems*

Structures that lack adequate defensible spaces from fire-prone vegetative fuels are at risk of ignition during a fast-moving fire. Wildfires can destroy or cause damage to homes, businesses, schools, vehicles, electric utilities, and critical infrastructure. Wildfires can delay transportation in and around affected areas. Loss of power disrupts communications which in turn can impact a wide range of public and private sector lines of service and business operations.

*Risk**Hazard Risk Rating*

Hazard risk ratings are determined by social vulnerability and ratings and the national risk index as explained in Chapter 4.9 of the Regional Plan. The City's risk ranking for wildland urban interface was medium and low for wildland urban intermix.

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<sup>38</sup> Data from the Loss Matrix provided by Tetra Tec.
<sup>39</sup> Wildland Fire Research: Health Effects Research | US EPA.

## Annex: City of Tumwater

Table 6. Estimated Exposure to Wildland Fire for the City.

Estimated Population <sup>40</sup>	Total Number of Buildings <sup>41</sup>	Total Number of Residential Buildings <sup>2</sup>	Total Building Value (Structure & contents) <sup>2</sup>	Washington DNR Wildland Urban Interface <sup>42</sup>						
				Estimated Exposure						
				Estimated Buildings Exposed <sup>43</sup>	Population Exposed	%Population Exposed	Exposed Value Structure <sup>2</sup>	Exposed Value Contents <sup>2</sup>	Total Value Exposed <sup>2</sup>	% Total Value
26,360	9,513	8,408	\$9,362,171,728	4,142	11,431	43.4%	\$1,930,103,308	\$1,495,341,610	\$3,425,444,918	36.6%

Table 7. Types of Structures Exposed in Wildland Urban Interface in the City.

Number of Structures in Wildland Urban Interface (2)							
Residential	Commercial	Industrial	Agriculture	Religion	Government	Education	Total
3,646	433	48	1	1	6	7	4,142

<sup>40</sup> 2022 population from the State Office of Financial Management, Forecasting and Research Division.<sup>41</sup> Values based on 2022 tax assessor data provided by Thurston County.<sup>42</sup> Wildland Urban Interface and Intermix data provided by the State Department of Natural Resources.<sup>43</sup> Percent of residential buildings exposed multiplied by the estimated population.

## Mitigation Strategy

### City Mitigation Initiatives

Central to the City Annex and Regional Plan are its recommended projects, programs, and activities the planning partners will implement to provide long-term and sustained benefits that will reduce losses from the impacts of the hazards that are identified in this plan's risk assessment. Each initiative was screened and ranked using a benefit-cost review criteria worksheet. Each initiative will require significant investments in planning, design, and construction or coordination, and may take years to complete. The desired outcomes of this plan's mitigation strategy are that communities:

- Build the necessary capacities to improve their knowledge of hazards and their risks
- Identify actions that will effectively reduce their vulnerabilities from hazards; and
- Implement their mitigation strategies to fulfill the Plan Goals and Objectives

The City Annex contains City specific initiatives. The City Annex identifies actions that are specific to the vulnerabilities of its community. The City is responsible for implementing the actions.

### Mitigation Initiative Prioritization Process

During all City Annex and Regional Plan updates, the previous mitigation initiatives were reviewed for current status and relevance. After this was completed, new mitigation initiatives were considered. This process included a review of emerging hazards and initiatives from the other jurisdictions' earlier plans to see if there were items that would also benefit the City.

For the 2023 City Annex and Regional Plan update, several new ideas were selected and crafted into new mitigation initiatives for the City. The hazards mitigation planning team discussed the benefits and costs of each initiative recommended for inclusion in the 2023 City Annex and Regional Plan update. Members of the team provided input based on their experience with an understanding of past disaster events and the ability of the mitigation initiatives to protect public and private property.

The hazards mitigation planning team weighed the significance of the initiatives using the criteria established for the regional planning process. The final scoring of the initiatives against the regional criteria shown below occurred through an iterative, consensus-based process.

- **Hazard Risk Rating:** Does the mitigation initiative address a high, medium, or low-risk hazard?
- **Project Cost:** Is the implementation of the mitigation initiative expected to cost less than \$100K, between \$100K to \$500K, or more than \$500K?
- **Natural Hazards Mitigation Plan Goals and Objectives:** Does the mitigation initiative strongly support at least four policies, at least two policies, or one policy?

- **Social Vulnerability:** Will the action produce a significant and direct benefit for socially vulnerable or underserved communities, or will the action produce a benefit for socially vulnerable or underserved communities, or will the action have minimal benefit?
- **Changes in Development:** Does the action include measures that strongly account for changes in development, or does the action include some measures that account for changes in development, or does the action include minimal measures?
- **Climate Change:** Does the action strongly account for the effects of climate change, or does the action account for the effect of climate change, or does the action minimally account for the effects of climate change?
- **Geographic Impact:** Does the action address hazard risks for the entire affected area of the community, across at least half of the affected area or a very limited portion of the affected area?

The results of the scoring exercise completed by the hazards mitigation planning team appear below.

#### Mitigation Initiative Format

To support organization, every initiative in the plan follows a consistent format that includes a title, a background and needs description, a brief scope, priority, hazard addressed, project category, related Goals and Objectives, department or project lead, estimated cost, estimated timeline for implementation, potential funding sources, relationship to other community planning documents – if applicable – and implementation status. Refer to the Sample Mitigation Initiative to view the layout of the mitigation initiative content.

## Annex: City of Tumwater

## Sample Mitigation Initiative

Initiative identification, benefit cost review score, and title	New, existing, modified, ongoing, or removed during the plan update process
Benefit-cost review score. Higher score is a higher priority	
Hazard addressed and action category	
Background and Need description	
Relationship to plan goals	
Implementation details	
Source for the initiative	
Progress toward the initiative's implementation	

**CW-WH-2: Countywide Multijurisdictional Community Wildfire Protection Plan****Benefit-Cost Review Score:** 36**Status:** New**Hazard Addressed:** Wildland Fire**Category:** Plan Coordination and Implementation

**Background and Need:** Thurston County wildfire frequency and size have trended upward over the last 15 years. On September 8, 2020, a 268-acre fire in southwest Thurston County, intensified by sustained high speed winds, destroyed two homes and two outbuildings near Mima and Bordeaux Roads SW. The fire forced area residents to evacuate. The incident resulted in Thurston County receiving immediate federal fire management assistance, an uncommon wildfire declaration for communities in Western Washington lowlands.

The effects of climate change will make summers warmer, drier, and longer. Climate change combined with the region's growing population will increase the likelihood for more frequent, larger, and perhaps more severe wildfires. Planning is necessary to understand the wildfire risks for current and future households and businesses located in wildland urban interface and intermix areas. In addition, wildfire smoke will adversely impact people who suffer from chronic respiratory diseases or people who are exposed and unable to seek indoor refuge.

Building on the momentum of the 2023 Wildfire Ready Neighbors Program partnership and the 2023 Assessing Structural Ignition Potential courses hosted by Thurston County Emergency Management, the region will pursue the development of a multijurisdictional countywide Community Wildfire Protection Plan. The planning process will involve a whole community approach to engage a variety of stakeholders to identify areas of the community, especially underserved communities, that are at greatest risk for wildfire losses and establish a collaborative framework for communities to identify strategies for wildfire response, hazard mitigation, and community education and preparedness.

**Relates to Plan Goal(s) and Objectives:** 3C, 5C, 6A, 6B, 7B, 7D, 7E, 9A, 9B

**Lead:** The Association of Thurston County Fire Chiefs in partnership with the tribes, county, cities, special purpose districts, Wash. Dept. of Natural Resources, the US Forest Service, TRPC, the public, and other stakeholders.

**Estimated Cost:** Medium, \$100,000 to \$300,000**Time Period:** 2024-2028**Funding Source:** Wash. Dept. of Natural Resources Community Wildfire Defense Grant**Source and Date:** 2023 Natural Hazards Mitigation Plan

**Initiative and Implementation Status:** This is a new initiative. Information about this initiative's status will be reported during the next plan update.

## Hazard Mitigation Plan

## Annex: City of Tumwater

## City Mitigation Initiatives

The City Annex Mitigation Strategy consists of twenty initiatives that, if implemented, will improve the City's ability to perform hazards mitigation planning, respond to natural hazards, and strengthen community resiliency. Seven initiatives were carried over from the previous plan. Five new initiatives were added through the City Annex and Regional Plan update process.

The priority of implementation could vary from the order shown below due to changing hazard conditions, emerging priorities, or the condition of grant funding opportunities.

Table 8. City Annex Mitigation Strategy Initiatives.

Initiative	Status	Benefit-Cost Review Score
<b>Public Outreach and Information</b>		
TUM-MH-22 Mail flood insurance information to owners of properties located within a floodplain and to residents who live in a floodplain	Ongoing	22
<b>Plan Coordination and Implementation</b>		
TUM-FH-36 Continue to be actively involved in inter-jurisdictional flood hazard reduction efforts where the City and other jurisdictions are located within the same basin	Ongoing	36
<b>Data Collection and Mapping</b>		
TUM-WH-33 Update GIS (City Map) maps to show wildland-urban interface and intermix	New	33
<b>Development Regulations</b>		
TUM-WH-42 Update Building Code to wildland-urban interface and intermix requirements	New	42
TUM-WH-38 Develop a wildland-urban interface and intermix Vegetation Management Plan and Planting Species Plan	New	38
TUM-SH-36 Reduce heat islands through street tree, tree preservation, and landscape code updates	New	36
TUM-LH-31 Update Critical Area Code and Development Code and Regulations during the Comprehensive Plan periodic update	New	31

## Hazard Mitigation Plan



## Annex: City of Tumwater

TUM-SH-30 Reduce damage to utilities by updating City Development Code	New	30
<b>Hazard Preparedness</b>		
TUM-WH-23 Routinely inspecting the functionality of fire hydrants	New	28
TUM-MH-34 Encourage the public to be "Two Weeks Ready" prior to a disaster	Modified	34
TUM-LH-28 Keep a supply of air filters on hand for critical equipment, generators, wells, and vehicles in case of ash fall from a volcanic eruption, fires, or wildfires	Ongoing	28
<b>Hazard Damage Reduction</b>		
TUM-EH-36 Conduct a voluntary non-structural earthquake readiness inspection for all critical facilities on an annual basis	Ongoing	36
TUM-EH-31 Include retrofitting and replacement of critical system elements in Capital Facilities Plan	Modified	31
TUM-WH-27 Maintain vegetation on City Property on heavily wooded hills in the City	Modified	27
TUM-FH-23 Draft a prioritized list of residences the City would acquire (buyout) if state or federal monies are available	Existing	23
TUM-FH-23 Work with stakeholders to reforest corridors along river and stream shorelines.	Existing	23
<b>Critical Facilities Replacement and Retrofit</b>		
TUM-SH-29 Periodically Inspect all trees within falling distance of City-owned critical facilities	Existing	29
TUM-FH-33 Investigate funding sources for projects that will reduce or eliminate damage from flooding	Existing	33
TUM-MH-31 Install auxiliary backup power to power the City main Well and water supply	New	31
TUM-MH-30 Install auxiliary power and battery storage at City Hall and Tumwater Timberland Library (secondary Emergency Operations Center)	New	30

## Hazard Mitigation Plan

**TUM-FH-22: Mail flood insurance information to owners of properties located within a floodplain and to residents who live in a floodplain****Benefit-Cost Review Score:** 36**Status:** Ongoing**Hazard Addressed:** Multi Hazard**Category:** Public Information

**Background and Need:** Knowledge of flood insurance opportunities and other related information will be helpful for residents and property owners who may not be aware of the options. Preliminary work has been completed to map hazard areas, develop mailing list, and notification. Mailing postponed due to COVID staffing shortage.

**Relates to Plan Goal(s) and Objectives:** 7f, 8a, 9a, 9b**Lead:** Community Development and Executive Departments**Estimated Cost:** Low on an annual basis.**Time Period:** Fall 2023**Funding Source:** General funds, City**Source and Date:** 2023 City Annex and Regional Plan

**Initiative and Implementation Status:** In 2023, this existing initiative was revised to become an ongoing action. Originally this initiative was ranked 12 of 18 in 2003 and removed in 2008. Removal from the plan was because the City had no repetitive loss or severe loss properties (Source: FEMA National Flood Insurance Program Report, Washington, May 4, 2009). In addition, since 1978 the City had only two claims paid for a total of \$12,515 (same source as above). This information was not readily available during the initial drafting of the plan in 2003. However, the City annexed an area on 58th Avenue off Henderson Boulevard in the Deschutes Valley with several homes that are frequently flooded. A subcommittee of the City Council decided it would be appropriate to put this mitigation initiative back into the plan due to the aforementioned change of circumstances. Preliminary work has been completed to map hazard areas, develop a mailing list, and create a notification. The mailing was postponed due to COVID-19 staffing shortage.

**TUM-FH-36: Continue to be actively involved in inter-jurisdictional flood hazard reduction efforts where the City and other jurisdictions are located within the same basin****Benefit-Cost Review Score:** 36**Status:** Existing**Hazard Addressed:** Flood**Category:** Plan Coordination and Implementation

**Background and Need:** The City, being located at the mouth of the Deschutes River, is directly affected by activities occurring upstream and "downstream". The City should work closely with upstream jurisdictions as well as the City of Olympia which is "downstream" to ensure that any activities in these other jurisdictions do not adversely affect the City. The City of Olympia is referred to as "downstream" because it controls the lake at the mouth of the Deschutes River with a dam. The lake has been filling in with silt and debris over the past several decades and now has very little storage capacity. Tumwater Historical Park and the historic Old Brewhouse are located at the base of the falls, effectively the mouth of the Deschutes River, which would be significantly impacted by lake level rise during a flooding event. A study was conducted in 2023 to consider flood impacts and mitigation needs for properties in the Deschutes Valley, known as the "Deschutes River Flood Reduction Study 2023."

**Relates to Plan Goal(s) and Objectives:** 4d, 5c, 6a, 6c, 7b, 7c, 7f**Lead:** Community Development, Water Resources & Sustainability, and Parks & Recreation Departments**Estimated Cost:** Unknown, this initiative would require staff time and inter-jurisdictional collaboration**Time Period:** 2023-2028**Funding Source:** City**Source and Date:** 2023 City Annex and Regional Plan

**Initiative and Implementation Status:** The City continues to be involved with other jurisdictions in regard to the Deschutes River. The Water Resources & Sustainability and Parks & Recreation Departments both represent the City on the Deschutes River, Capitol Lake, and Budd Inlet TMDL Technical Advisory Group. The scientific research on the river has been completed and the advisory group is working on an action plan to deal with the activities and land uses currently impacting the river. Currently logging and agricultural practices, as well as riparian habitat issues, are impacting the river. Although the focus of the research, the committee, and the eventual action plan is on water quality, it will also result in better quality riparian habitat, more naturally regulated flows in the river, and some positive impacts on the effects of downstream flooding episodes. In addition, the City's Stream Team often works in conjunction with the Thurston Conservation District for riparian habitat restoration projects that involve agricultural uses and lands.

**TUM-WH-33: Update GIS (City Map) maps to show Wildland-Urban Interface and Intermix****Benefit-Cost Review Score:** 42**Status:** New**Hazard Addressed:** Wildland Fire**Category:** Data Collection and Mapping

**Background and Need:** The majority of the City is within the wildland-urban interface and intermix regulatory area. Developers, homeowners, and City staff will need a mapping system to help determine which wildland-urban interface and intermix regulations will apply. Offering GIS hazard mapping online for residents and design professionals creates an opportunity for the City to develop an app map to transfer data to the City's City Annex website and link to state and federal websites.

**Relates to Plan Goal(s) and Objectives:** 7b, 7e, 7f, 9a, 9b**Lead:** Transportation & Engineering (GIS Team) Department**Estimated Cost:** Low**Time Period:** 2023-2024**Funding Source:** City**Source and Date:** 2023 City Annex and Regional Plan

**Initiative and Implementation Status:** This is a new initiative. The GIS Team is assisting by adding the wildland-urban interface and intermix areas to the internal staff maps. The GIS Team is creating a vegetation layer and trying to find a solution to allow for staff to select any point on the map and have the app automatically create a 40 acre square buffer around the point, show the buffer, and automatically calculate the percentage of land covered by vegetation and the number of buildings within the buffer.

**TUM-WH-42: Update Building Code to Wildland-Urban Interface and Intermix requirements****Benefit-Cost Review Score:** 42**Status:** New**Hazard Addressed:** Wildland Fire**Category:** Development Regulations

**Background and Need:** Approximately two-thirds of the City is within the wildland-urban interface and intermix area, and at risk for wildfires. To reduce the loss of life and property due to wildfires, the Washington Wildland-Urban Interface Code establishes minimum state requirements for land use and built environment in designated wildland-urban interface and intermix areas. These requirements include specific fire resistant materials for structures and limiting the amount and type of trees and vegetation in “defensible space” within 30 to 100 feet of structures. The Washington Wildland-Urban Interface Code would apply to the wildland-urban interface and intermix area as mapped by the State Department of Natural Resources. The intent is to reduce the amount of fuel for wildfires in areas where there are people and structures.

**Relates to Plan Goal(s) and Objectives:** 1b, 7d, 8b**Lead:** Community Development Department**Estimated Cost:** Low**Time Period:** 2024 Building Code Update**Funding Source:** City**Source and Date:** Regional Plan, City Work Plan**Initiative and Implementation Status:** This is a new initiative.

**TUM-WH 38: Develop a Wildland-Urban Interface and Intermix Vegetation Management Plan and Planting Species Plan****Benefit-Cost Review Score:** 38**Status:** New**Hazard Addressed:** Wildland Fire**Category:** Development Regulations

**Background and Need:** Critical fire weather frequency occurs between 2 to 7 days a year in Thurston County. A vegetation management plan may reduce the fire hazard severity. By establishing a drought tolerant tree and plant species list and required setbacks and locations for landscaping, there will be a decrease in the chances of landscaping vegetation becoming wildfire fuel. As part of the adoption of the Washington Wildland Urban Interface Code, there are established “fuel models.” The fuel models will evaluate the types of vegetation and size of trees and their proximity to structures, slopes, and defensible space.

**Relates to Plan Goal(s) and Objectives:** 4a, 4b, 7d, 8b**Lead:** Community Development and Water Resources & Sustainability Departments**Estimated Cost:** Low**Time Period:** 2023-2028**Funding Source:** City**Source and Date:** Regional Plan, City Work Plan**Initiative and Implementation Status:** This is a new initiative.

**TUM-SH-36: Reduce heat islands through street tree, tree preservation, and landscape code updates****Benefit-Cost Review Score:** 36**Status:** New**Hazard Addressed:** Storm/Weather**Category:** Development Regulations

**Background and Need:** As urban areas develop and buildings and roads replace open land and vegetation, urban regions become warmer than their rural surroundings, forming an “island” of heat. By implementing updates to the City’s tree and vegetation, landscape, and street tree codes, proper tree and vegetation planting and maintenance will help reduce the effects of increased ambient and surface temperatures. Increasing tree and vegetation cover lowers surface and air temperatures by providing shade and cooling and reducing the amount of energy needed to cool buildings, resulting in improved reliability of the electric system, particularly during extreme weather events.

**Relates to Plan Goal(s) and Objectives:** 4a, 4b, 7d, 8b**Lead:** Community Development and Water Resources & Sustainability Departments**Estimated Cost:** Low to Medium; \$100,000 to \$500,000**Time Period:** 2024-2028**Funding Source:** Grants and City Funds**Source and Date:** City Annex and Regional Plan

**Initiative and Implementation Status:** Since 2021 staff have been working with consultants, the public, The Tree Board, internal staff, Planning Commission, and City Council to move forward with updates to the Urban Forest Management Plan. In June 2023, staff were informed about updates to the Washington Wildland-Urban Interface Code and Development Code. Staff will need to reassess the updated plan and take into consideration Washington Wildland-Urban Interface Code requirements relating to trees and vegetation.



**TUM-LH-31: Update Critical Areas Regulations and Development Regulations during the 2025 Comprehensive Plan periodic update****Benefit-Cost Review Score:** 31**Status:** New**Hazard Addressed:** Flood**Category:** Development Regulations

**Background and Need:** During the 2025 Comprehensive Plan periodic update, staff will review the Critical Area Checklist and Tumwater Municipal Code to ensure flood and geological and landslide hazards are minimized using the most current development regulations. This will ensure any future development or redevelopment of these areas mitigate and avoid risks for landslide hazards. During a Community Assistance Visit, it was determined the City's floodplain ordinance (TMC 18.38 *FP Floodplain Overlay*) is overall in fair standing, with minor updates needed to bring the ordinance into compliance with National Flood Insurance Program and state standards. The City will complete all needed updates and adopt a compliant ordinance in order to close out the Community Assistance Visit.

**Relates to Plan Goal(s) and Objectives:** 3a, 4c, 8b**Lead:** Community Development Department**Estimated Cost:** Low**Time Period:** 2025**Funding Source:** City**Source and Date:** City Annex and Regional Plan, 2025 Comprehensive Plan periodic update

**Initiative and Implementation Status:** This initiative is new; the Critical Areas Code and Development Code will be reviewed in the 2025 periodic update.

**TUM-SH-30: Reduce damage to utilities by updating City Development Code****Benefit-Cost Review Score:** 30**Status:** Modified**Hazard Addressed:** Storm/Weather**Category:** Development Regulations

**Background and Need:** By updating land use and environmental regulations to support vegetation management activities that improve reliability in utility corridors, the risk of having critical infrastructure damaged during a storm is reduced. The landscape code and other ordinances will be modified to encourage appropriate plantings near overhead power, cable, and phone lines. Furthermore, as part of the 2023 Development Code housekeeping amendments, staff are proposing a change to the Development Code requiring utilities to be installed underground, unless going through a deviation process. This will help improve reliability of services in the event of a storm or other natural hazard occurrence.

**Relates to Plan Goal(s) and Objectives:** 1a, 2b, 8b**Lead:** Community Development Department**Estimated Cost:** Low**Time Period:** 2025**Funding Source:** City**Source and Date:** City Annex and Regional Plan

**Initiative and Implementation Status:** This initiative is new. Revisions to the Development Code will be processed through the 2023 Development Code housekeeping amendments in the Long Range Planning Work Program.

**TUM-MH-34: Encourage the public to be "Two Weeks Ready" prior to a disaster.****Benefit-Cost Review Score:** 34**Status:** Modified**Hazard Addressed:** Multi Hazard**Category:** Hazard Preparedness

**Background and Need:** Being self-sufficient allows individuals and communities to bounce back more quickly after a disaster. When people can take care of themselves and their immediate needs, it frees up resources for larger-scale recovery efforts, such as restoring infrastructure and providing long-term aid to those who require it. Natural disasters often occur with little to no warning, leaving little time for evacuation or preparation. Having a basic understanding of self-sufficiency ensures that individuals are better equipped to handle unexpected situations when they arise. Learning how to be self-sufficient after a disaster often extends to broader preparedness efforts, such as having emergency kits, communication plans, and evacuation routes in place. This long-term preparedness mindset can contribute to safer communities overall. Regular messaging and outreach activities should provide useful information for social service providers, households, businesses, and major employers to improve their understanding of natural hazards and the effects of climate change to help people and organizations minimize losses and how to prepare in case of disaster. At a minimum, the City will be convening an annual fall season in-person Emergency Preparedness Expo, post information on City social media and websites, distribute the Thurston County Flood Bulletin and other local agency e-newsletters, and cross-promotion partnerships with other area agencies and Thurston County Emergency Management.

**Relates to Plan Goal(s) and Objectives:** 6b, 9a, 9b**Lead:** Community Development, Executive, and Fire Departments**Estimated Cost:** Low**Time Period:** 2023-2028**Funding Source:** City**Source and Date:** City Annex and Regional Plan

**Initiative and Implementation Status:** This initiative is new. Emergency Preparedness Expos were held in 2018 and 2019 but paused in 2020-2022 as a safety precaution during the COVID Pandemic. The expo will resume in-person in Fall 2023. In 2022 and 2023 staff attended community events to perform outreach on hazards mitigation.

**TUM-MH-31: Install auxiliary backup power for the City main well and water supply****Benefit-Cost Review Score:** 31**Status:** New**Hazard Addressed:** Earthquake**Category:** Critical Facilities Replacement / Retrofit

**Background and Need:** In the case of a natural disaster event, ensuring water supplies to emergency services and the community is critical. Having emergency power backups to the City wells (City well number 15) will ensure that even if the power grid goes out, emergency responders and residents can still have access to water. The 2024-2029 Capital Facilities Plan identifies seismic planning to Well 15 work which includes auxiliary power and review of pipeline network for seismic resiliency.

**Relates to Plan Goal(s) and Objectives:** 1b, 2b, 2d, 8a, 8b,**Lead:** Water Resources & Sustainability Department**Estimated Cost:** Medium**Time Period:** 2023-2028**Funding Source:** City, Grants**Source and Date:** City Annex and Regional Plan and 2020 Water Plan**Initiative and Implementation Status:** This initiative is new.

**TUM-MH-30: Install auxiliary power and battery storage at City Hall (secondary Emergency Operations Center) and Tumwater Timberland Library.****Benefit-Cost Review Score:** 30**Status:** Modified**Hazard Addressed:** Storm/Weather**Category:** Critical Facilities Replacement / Retrofit

**Background and Need:** City Hall and Tumwater Timberland Library are critical facilities. In the event of a storm, solar power will keep City Hall and the police station functioning during an emergency. The Water Resources & Sustainability Department staff has submitted grant proposals to fund combined solar and storage feasibility assessments at (1) City Hall and (2) the Tumwater Timberland Library. The Tumwater Timberland Library is the City's only cooling center and City Hall is the secondary Emergency Operations Center for the City.

**Relates to Plan Goal(s) and Objectives:** 1b, 2c, 2d, 3c, 8a, 8c, 9a**Lead:** Water Resources & Sustainability Department**Estimated Cost:** Medium**Time Period:** 2023-2028**Funding Source:** City**Source and Date:** City Annex and Regional Plan, Capital Facilities Plan, Thurston Climate Mitigation Plan**Initiative and Implementation Status:** This initiative is New.

**TUM-WH-28: Routinely inspecting the functionality of fire hydrants****Benefit-Cost Review Score:** 28**Status:** New**Hazard Addressed:** Wildland Fire**Category:** Hazard Preparedness

**Background and Need:** Water is a key factor in suppressing fire. Ensuring fire hydrants are functioning correctly is critical in reducing the spread of wildfires and increasing public safety. There are 1,905 fire hydrants currently mapped within the City. As development occurs, there are more hydrants being installed. Fire hydrants are currently inspected on a semiannual basis.

**Relates to Plan Goal(s) and Objectives:** 2D, 6C, 7B, 8A**Lead:** Fire and Water Resources & Sustainability Departments**Estimated Cost:** Low**Time Period:** Every year**Funding Source:** Capital Facilities Plan**Source and Date:** City Annex and Regional Plan, 2022 edition of NFPA 291: Recommended Practice for Fire Flow Testing and Marking of Hydrants

**Initiative and Implementation Status:** This action is new. Hydrant inspections will be completed every year to include cleaning and operating of each hydrant and documenting each inspection in City's Lucity database. Any deficiencies are reported and scheduled to be fixed. An update will be provided in the 2028 City Annex and Regional Plan update.

**TUM-VH-28: Keep a supply of air filters on hand for critical equipment, generators, and vehicles in case of ash fall from a volcanic eruption, fires, or wildfires****Benefit-Cost Review Score:** 28**Status:** Ongoing**Hazard Addressed:** Volcanic**Category:** Hazard Preparedness

**Background and Need:** In order to keep critical facilities operating during a volcanic ash fall situation, emergency operations equipment such as police vehicles, fire trucks, medic one units, the HVAC system for the Emergency Operations Center, and generators supporting critical facilities such as water treatment sites, should have extra filters on hand. Even though volcanic eruptions usually give indications several months in advance, the addition of this mitigation initiative will help to reduce the likelihood of forgetfulness in regard to stocking up on filters beforehand. Continued operation of emergency response equipment and critical facilities during a disaster is very important to the health, safety, and welfare of the residents of the City. Water Resources & Sustainability Department may consider needs for lift stations and other facilities.

**Relates to Plan Goal(s) and Objectives:** 1d, 2b, 2d, 3b, 5e**Lead:** Fire, Water Resources & Sustainability, and Parks & Recreation Departments**Estimated Cost:** \$100,000**Time Period:** 2024-2028**Funding Source:** City**Source and Date:** 2017 Hazards Mitigation Plan

**Initiative and Implementation Status:** This initiative was implemented in the 2008 Hazards Mitigation Plan.

**TUM-FH-33: Investigate funding sources for projects that will reduce or eliminate damage from flooding, including damage to street, structure, utilities, etc. in flood areas.**

**Benefit-Cost Review Score:** 33

**Status:** Modified

**Hazard Addressed:** Flood

**Category:** Hazard Damage Reduction

**Background and Need:** Elevating and other means of flood proofing will reduce damages, reduce or eliminate disruption to provision of services (utilities), and allow travel of emergency vehicles as well as daily traffic during periods of flooding.

**Relates to Plan Goal(s) and Objectives:** 6b, 9a, 9b

**Lead:** Water Resources & Sustainability Department

**Estimated Cost:** Unknown

**Time Period:** 2023-2028

**Funding Source:** City

**Source and Date:** City Annex and Regional Plan and Capital Facilities Plan

**Initiative and Implementation Status:** This initiative is ongoing.



**TUM-EH-31: Include retrofitting and replacement of critical system elements in the Capital Facilities Plan****Benefit-Cost Review Score:** 31**Status:** New**Hazard Addressed:** Earthquake**Category:** Hazard Damage Reduction

**Background and Need:** Repair, replacement, and improvements to existing critical systems and critical infrastructure with seismic retrofits are included as part of the City 2020 Water System Plan. A seismic backbone map was drafted to identify critical structures and the distribution systems that would be used to serve the public after a seismic event. Inspections and assessments of key infrastructure, such as bridges, water towers and pump stations, sewer lift stations, and water and sewer main lines, should be completed in regard to their ability to withstand earthquakes will help to prioritize projects and upgrades. The Water Resources & Sustainability Department noted that formal physical assessments have not yet been completed; however, the City can plan for this in the upcoming biennial budget and Capital Facilities Plan processes. High level recommendations have been incorporated into Comprehensive Plan documents. Bridge inspections are performed for the condition of the bridge, and it is performed every two years. If the condition warrants further analysis, like load ratings or seismic analysis, they are performed separately to address the concern. The current condition of City bridges has not warranted the deeper seismic analysis. A recent load rating was performed on Capitol Street bridge per new federal requirements. This is the only structure in City that meet the specific requirements warranting the load rating.

**Relates to Plan Goal(s) and Objectives:** 2a, 2b, 2c, 2d, 8b**Lead:** Water Resources & Sustainability Department**Estimated Cost:** Medium**Time Period:** 2025**Funding Source:** Grants and City**Source and Date:** Hazards Mitigation Catalog, Capital Facilities Plan, Comprehensive Plan periodic update**Initiative and Implementation Status:** Some critical assets are inventoried in WebEOC. Implementing this project has been challenged by budget constraints, personnel changes, and COVID 19 response.

**TUM-WH-27: Maintain vegetation on heavily wooded hills in the City****Benefit-Cost Review Score:** 27**Status:** Modified**Hazard Addressed:** Wildland Fire**Category:** Hazard Damage Reduction

**Background and Need:** Tumwater Hill is at high risk for wildfire due to slopes, vegetation and tree cover, and development. Maintaining vegetation next to the new houses in this area and then periodically cutting the remainder brush would help to minimize damage in the event of a localized wildfire. This work is scheduled to be done annually.

**Relates to Plan Goal(s) and Objectives:** 2c, 5b**Lead:** Parks & Recreation Department**Estimated Cost:** Low**Time Period:** Annually**Funding Source:** City**Source and Date:** 2017 Hazards Mitigation Plan, City Work Plan,

**Initiative and Implementation Status:** This initiative was modified from 2017 to remove the term “fire break”. City staff do not formally maintain a fire break, but ensure vegetation is cleared from private property and fence lines.

**TUM-FH-23: Work with stakeholders to reforest corridors along river and stream shorelines.****Benefit-Cost Review Score:** 23**Status:** Ongoing**Hazard Addressed:** Flood**Category:** Hazard Damage Reduction

**Background and Need:** Reestablishing a forested edges along river and stream shorelines are one way to help reduce the impacts of flooding. The placement of large woody debris in rivers helps to dissipate the hydraulic energy along the riverbanks. Planting trees and other vegetation also helps to reduce erosion and contributes to long term bank stabilization. Restoration plans are in various stages of formal completion, with work plans ranging from Tumwater Falls to the Henderson Boulevard Bridge. City stakeholders will need to collaborate on efforts to implement the restorative measures.

**Relates to Plan Goal(s) and Objectives:** 4a, 4b, 9a**Lead:** Parks & Recreation and Water Resources & Sustainability Departments**Estimated Cost:** Medium to High**Time Period:** 2024-2028**Funding Source:** City**Source and Date:** 2017 Hazards Mitigation Plan

**Initiative and Implementation Status:** Staff is in conversation with LOTT regarding acquisition of the property west of the railroad tracks. The Parks & Recreation Department plans to purchase the property as part of the Capital Facilities Plan. The former brewery property is the last section within the City without full tree cover along the Deschutes River.

**TUM-FH-23: Draft a prioritized list of residences the City would acquire (buyout) if state or federal monies are available****Benefit-Cost Review Score:** 23**Status:** Ongoing**Hazard Addressed:** Flood**Category:** Hazard Damage Reduction

**Background and Need:** Repetitive loss properties negatively impact the property owner as well as the surrounding community. Frequently flooded properties and structures can also become a health and life safety issue for both residents, emergency responders, and the community in general. The City should work with regional, state and federal agencies in determining which residences should be purchased and how the funding for such actions will be acquired.

**Relates to Plan Goal(s) and Objectives:** 1b, 3a, 7e, 8c**Lead:** Community Development, Water Resources & Sustainability, and Executive Departments**Estimated Cost:** High**Time Period:** Unknown**Funding Source:** City**Source and Date:** 2017 Hazards Mitigation Plan

**Initiative and Implementation Status:** Ranked 13 of 18 in 2003 and removed in 2008. Removal was because the City had no repetitive loss or severe loss properties (Source: FEMA National Flood Insurance Program Report, Washington, May 4, 2009). In addition, since 1978 the City had only two claims paid for a total of \$12,515 (same source as above). This information was not readily available during the initial drafting of the plan in 2003. However, City has annexed an area on B 74 58th Avenue off Henderson Boulevard in the Deschutes Valley with several homes that are frequently flooded. A committee of the City Council decided it would be appropriate to put this mitigation initiative back into the plan due to the aforementioned change of circumstances.

**TUM-EH-34: Conduct a voluntary non-structural earthquake readiness inspection for all critical facilities on an annual basis****Benefit-Cost Review Score:** 34**Status:** Ongoing**Hazard Addressed:** Earthquake**Category:** Critical Facilities Replacement / Retrofit

**Background and Need:** It is in the best interest of the City to ensure that all critical facilities are prepared for the possibility of an earthquake. An annual inspection should be done. As new staff, new equipment, and workstation and office changes occur it is possible that the earthquake damage preventative measures (such as retaining straps for books shelves, computers, or other equipment, etc.) can be lost or left unused. An annual inspection would help to keep these preventative measures in place. Furthermore, the Water Resources & Sustainability Department is planning for a water and wastewater assessment in the 2024-2025 Capital Facilities Plan.

**Relates to Plan Goal(s) and Objectives:** 2c, 3b**Lead:** Fire and Parks & Recreation Departments**Estimated Cost:** Low**Time Period:** 2023, annually.**Funding Source:** City General Funds**Source and Date:** 2017 Hazards Mitigation Plan

**Initiative and Implementation Status:** Ranked 1 of 18 in the 2003 City Annex and Regional Plan and 1 of 8 in the 2008 City Annex and Regional Plan update. This initiative has never been implemented yet. In 2008 it was changed to B 55 specifying that an annual inspection should be done. Minor change in 2017 to mention supplies could be part of the estimated cost.

**TUM-SH-29: Periodically inspect all trees within falling distance of City-owned critical facilities****Benefit-Cost Review Score:** 29**Status:** Modified**Hazard Addressed:** Storm/Weather**Category:** Critical Facilities Replacement / Retrofit

**Background and Need:** The Water Resources & Sustainability Department has been awarded a grant to have a formal inspection and evaluation of trees on City property. A consultant will identify maintenance needs and potential hazardous trees. Periodically Inspect all trees within falling distance of the four City-owned critical facilities (Headquarters and North End Fire Stations, the Operations & Maintenance Facility, and City Hall), related equipment such as generators, and utilities such as power and communication lines within the immediate vicinity to determine if they pose a hazard to the facility or operation of the facility during a storm. Tree roots were partially covered with pervious asphalt during the 2014 Police Department expansion. Trees have been evaluated by City arborist and are currently healthy.

**Relates to Plan Goal(s) and Objectives:** 1B, 2A, 2B, 2D, 5B, 6A, 6B, 7D, 8A, 9A, 9B**Lead:** Water Resources & Sustainability and Parks & Recreation Departments**Estimated Cost:** Low**Time Period:** 2023 – 2024**Funding Source:** City and Grant Funding**Source and Date:** City Work Plan

**Initiative and Implementation Status:** This initiative has been modified. Staff are in the process of writing contracts with a private consultant to perform the formal evaluation. The evaluation is slated to be completed by April 20, 2024.

Annex: City of Tumwater

Mitigation Initiatives Removed from the City Annex Mitigation Strategy

The City Annex and Regional Plan update process removed three initiatives from the City Annex Mitigation Strategy because they are no longer relevant

Additional details about why an initiative was removed are shown in each initiative’s implementation status in the pages that follow.

Table 9. Former Mitigation Initiatives Removed from the City Annex Mitigation Strategy.

Initiative	Status	Former Ranking
<b>Hazard Damage Reduction</b>		
TUM-FH-15 Consider and investigate methods and options of construction of a short floodwall around the Tumwater Valley Municipal Golf Course clubhouse or floodproofing the structure to FEMA standards to stop the infiltration of floodwaters during a flood event.	Removed	3 of 13
TUM-FH-10 Draft a prioritized list of residences the City would elevate above the base flood elevation, if state or federal monies are available.	Removed	10 of 13
<b>Data Collection and Mapping</b>		
TUM-FH-14 Install or upgrade flood elevation gauges on the Deschutes River.	Removed	6 of 13

**TUM-FH-15: Consider and investigate methods and options of construction of a short floodwall around the Tumwater Valley Municipal Golf Course clubhouse or floodproofing the structure to FEMA standards to stop the infiltration of floodwaters during a flood event**

**Hazard Addressed:** Flood

**Status:** Removed

**Category:** Hazard Damage Reduction

**Background and Need:** The Tumwater Valley Municipal Golf Course clubhouse is located within the 1% (100-year) floodplain according to the most recent Flood Insurance Study and Flood Insurance Rate Map. The building has not yet been flooded but the floodwaters came within a few inches of the door in the January 2009 flood event when the Deschutes River crested at 14.5 feet at the Rainier gauge. A several million-dollar remodel of the building was completed in early 2009. Due to the significant dollar investment in the building, a flood wall surrounding the building that could prevent flood damage or upgrading the structure to include floodproofing should be seriously considered. Evaluation of these options should include costs, benefits, impacts to nearby properties including the Tumwater Valley Athletic Club, as well as impacts to the floodplain as a whole.

**Relates to Plan Goal(s) and Objectives:** Regional Plan Goals 2, 3. Regional Plan Objectives 2C, 3B

**Lead:** Parks & Recreation Department

**Estimated Cost:** Unknown

**Time Period:** 2017-2021

**Funding Source:** City

**Source and Date:** 2008 City Annex and Regional Plan

**Initiative and Implementation Status:** This initiative was the third ranked priority in the previous plan. The clubhouse is not considered a critical facility or infrastructure. There is no mitigation benefit for the structure.



**TUM-FH-10: Draft a prioritized list of residences the City would elevate above the base flood elevation, if state or federal monies are available.**

**Hazard Addressed:** Flood

**Status:** Removed

**Category:** Hazard Damage Reduction

**Background and Need:** Repetitive loss properties negatively impact the property owner as well as the surrounding community. Frequently flooded properties and structures can also become a health and life safety issue for both residents, emergency responders, and the community in general. The City should work with regional, state and federal agencies in determining which residences should be elevated and how the funding for such actions will be acquired.

**Relates to Plan Goal(s) and Objectives:** Goal 3. Objective 3A.

**Lead:** Community Development, Transportation & Engineering, and Executive Departments.

**Estimated Cost:** Unknown. This is not a specific project. It involves continued participation in intergovernmental work and planning that are related to flood hazards.

**Time Period:** 2017-2022

**Funding Source:** City

**Source and Date:** 2023 City Annex and Regional Plan

**Initiative and Implementation Status:** This initiative was the 10<sup>th</sup> ranked priority in the previous plan. This initiative was removed because there are no City Work plans prioritizing elevating residences. Information on flood insurance and emergency preparedness will be shared with properties within the flood zone through other initiatives outlined in the 2023 City Annex and Regional Plan.

**TUM-FH-14: Install or upgrade flood elevation gauges on the Deschutes River.****Hazard Addressed:** Flood**Status:** Removed**Category:** Data Collection and Mapping

**Background and Need:** Previously the flood gauge at the "E" Street bridge was an older type which had to be read manually. It has since been updated to provide data every 15 minutes. However, flood state information based on this gauge is not readily provided by USGS or NOAA, unlike the gauge at Rainier. This initiative was created because readings at the Rainier gauge do not always accurately reflect what is occurring twenty miles downstream in the City's portion of the Deschutes River. For example, the January 2009, flood was one foot lower than the December 2007 flood at the Rainier gauge, however, photographs at Henderson Boulevard in the City showed the water levels were higher in the 2009 flood than in the 2007 flood. A gauge at the "E" Street bridge that linked data immediately to a public website such as USFS or NOAA would help in obtaining accurate records of flood levels in the City which would be important for making decisions regarding future land use and zoning, infrastructure locations and designs, future critical facilities, etc.

**Relates to Plan Goal(s) and Objectives:** Regional Plan Goal 7. Regional Plan Objective 7A**Lead:** Water Resources & Sustainability Department**Estimated Cost:** \$20,000 per gauge and \$4,000 per year for operating costs**Time Period:** 2017-2022

**Funding Source:** Department of General Administration, City of Olympia, and the City. In regard to the funding for an upgraded electronically monitored gauge at the "E" Street bridge, reportedly the USGS would be interested in installing an upgraded gauge provided the local governments pay for the installation and operation of the gauge. It appears there is some interest by the Washington State Department of General Administration, and the City of Olympia to possibly partner with the City for a new gauge. The General Administration would be interested due to their need to control the water level in Capitol Lake with the dam. A gauge would be able to be integrated into a telemetry system to automatically open and close the B 63 dam, as necessary. Also, the City of Olympia has a vested interest in making sure that Capitol Lake does not flood a portion of downtown Olympia.

**Source and Date:** 2017 City Annex and Regional Plan

**Initiative and Implementation Status:** This was the sixth ranked initiative in the previous plan. This initiative has not been implemented. The gauge at the E Street Bridge was slightly upgraded so the data does not have to be read manually, Staff state the gauge is working and functioning, no additional upgrades are needed at this time. The gauge at E street is up to USGS standards.

## Benefit Cost Review Results

### Purpose

The City must perform a benefit-cost review for each hazard mitigation action or project that it is considering for inclusion in a new or updated mitigation strategy. The City's hazards mitigation planning team must consider the benefits that would result from a mitigation action versus the cost to implement it. This is intended as a planning-level assessment of whether the costs are reasonable compared to the probable benefits, unlike a more comprehensive Benefit-Cost Analysis.<sup>44</sup> Cost estimates do not have to be exact but can be based on a range of values or the City's experience or judgement. Benefits include losses avoided, such as the number and value of structures and infrastructure protected by the action and the population protected from injury and loss of life. Qualitative benefits such as quality of life can also be estimated as part of the review process.

### Evaluation Criteria

The City's hazards mitigation planning team must evaluate each proposed mitigation project or action as providing a high, medium, or low benefit using the benefit-cost review and prioritization criteria. There are eight required criteria that the planning partners must use to evaluate actions. There are four additional optional criteria that the City's hazards mitigation planning team may find useful to refine the process. The City's hazards mitigation planning team needs to agree upon the other criteria that will be used to analyze the mitigation actions. Other criteria used should be annotated in the worksheet. Descriptions of the required and optional criteria follow.

### Required Benefit-Cost Review and Prioritization Criteria

1. **Hazard Risk Rating:** The City must have at least one mitigation strategy per high-risk hazard. It is acceptable to identify actions or projects for medium and low risk hazards. However, actions that address high risk hazards should be a community priority.
2. **Project Cost:** Actions or projects should produce benefits that exceed the cost to implement the project over its life cycle.
3. **Natural Hazards Mitigation Plan Goals and Policies:** how strongly does the action support the City Annex and Regional Plan's goals and policies?
4. **Life/Safety** – What type of benefits will an action or project have on the safety of residents, businesses, and properties within the community?
5. **Social Vulnerability<sup>45</sup>:** The City has a responsibility to ensure that the Plan's mitigation strategy complies with all applicable legal requirements related to civil rights, to ensure nondiscrimination.

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<sup>44</sup> An in-depth Benefit-Cost Analysis using FEMA's BCA module criteria is not required for the plan but is required when applying for Hazard Mitigation Assistance grant funding.

<sup>45</sup> "Social vulnerability" is understood as the potential for loss within an individual or social group, recognizing that some characteristics influence an individual's or group's ability to prepare, respond, cope or recover from an event. These

Compliance can help achieve equitable outcomes through the mitigation planning process for all communities, including underserved communities and socially vulnerable populations. The City can use the CDC/ATSDR Social Vulnerability Index (SVI) interactive mapping tool to assess affected populations within communities:

[https://www.atsdr.cdc.gov/placeandhealth/svi/interactive\\_map.html](https://www.atsdr.cdc.gov/placeandhealth/svi/interactive_map.html)

The City can refer to other sources of data or tools such as the Washington Tracking Network to assess social vulnerability and health disparities:

<https://fortress.wa.gov/doh/wtn/WTNIBL/>

6. **Changes in Development:** Does any of the following affect the City's projects or actions: 1) Construction completed since the last plan was approved; 2) Planned development or changes under consideration; or 3) Conditions that may affect the risks and vulnerabilities of the City (declining populations or projected increases in population, or foreclosures)? This could also include changes in local policies, standards, codes, regulations, land use regulations and other conditions that influence development patterns in a community.
7. **Climate Change:** Climate change is expected to increase the frequency, duration, and intensity of natural hazards, such as wildfires, extreme heat, drought, storms, heavy precipitation, and sea level rise. Impacts are expected to be felt more frequently by the mid-21<sup>st</sup> Century. These variations create new risks to local governments and challenge pre-existing mitigation plans. Impacts will threaten communities with most at-risk populations by exacerbating the impacts of disasters on underserved and socially vulnerable populations who already experience the greatest losses from natural hazards.
8. **Geographic Impact:** The area that will benefit from the proposed action. The location of a hazard is defined as the unique geographic boundaries within the planning area, or assets outside of geographic boundaries that may be affected by the identified hazard. The City should mitigate risks wherever they occur within a community.

#### Optional Benefit-Cost Review and Prioritization Criteria

9. **Capacity Building:** Will the action expand the City's capacity or expertise to plan for, implement, and evaluate the near- and long-term effectiveness of the proposed action or project? If outside expertise is necessary, how much will this increase the cost and complexity of implementing and operating the action or project? For example, grant writing, grant award administration and reporting, design and engineering, etc.

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characteristics can overlap within populations to create heightened vulnerability, which may be compounded by infrastructure deficiencies within communities and historic or existing discriminatory government policies.

"Underserved communities" refers to populations sharing a particular characteristic, as well as geographic communities that have been systematically denied a full opportunity to participate in aspects of economic, social and civic life.

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#### Hazard Mitigation Plan

- 10. Other Strategic Plan Goals:** Does the action support other strategic planning goals? For example, comprehensive plans, school, fire, and utility strategic plans, transit development plan, etc.
- 11. Co-Benefits:** In addition to an action's primary purpose to reduce losses from a hazard, an action can also produce environmental, economic, or social benefits to a community. For example, removing structures from a flood plain can mitigate impacts to residential property, but also can restore the natural function of a flood plain, improve fish and wildlife habitat, and create passive recreational open space opportunities for community members. Some mitigation actions could incorporate features that support art, education, and historic preservation co-benefits.
- 12. Grant Eligibility:** Is the action eligible for FEMA's Hazard Mitigation Assistance grant programs or other federal or state grant programs? Does the hazards mitigation planning team believe the project will be competitive for grant funding? Will the project's need to be funded using local revenues and decrease its likelihood of being implemented?

## Annex: City of Tumwater

## Required Mitigation Action Benefit-Cost Mitigation Review with Prioritization Criteria Ratings and Scores

REQUIRED CRITERIA	HIGH BENEFIT		MEDIUM BENEFIT		LOW BENEFIT		NO BENEFIT	
	Description	Pts	Description	Pts	Description	Pts	Description	Pts
<b>1. Hazard Risk Rating</b>	Action addresses a High-Risk Hazard	5	Action addresses a Medium-Risk Hazard	3	Action addresses a Low-Risk Hazard	1	Action Addresses a no-risk hazard	0
<b>2. Project Cost</b>	Low cost, less than \$100K	5	Medium cost, \$100K - \$500K	3	High cost, more than \$500K	1	Cost far exceeds the anticipated benefits	0
<b>3. Natural Hazards Mitigation Plan Goals and Policies</b>	Action strongly supports at least four policies	5	Action supports at least two policies	3	Action supports one policy	1	Action does not support plan policies	0
<b>4. Life and Safety</b>	Action will produce significant and lasting public safety benefits for residents, businesses, and property	5	Action will produce public safety benefits	3	Action will produce minimal public safety benefit	1	Action has no public safety benefits	0
<b>5. Social Vulnerability</b>	Action will produce a significant and direct benefit for socially vulnerable or underserved communities	5	Action will produce a benefit	3	Action will have minimal benefit	1	Action does not benefit socially vulnerable or underserved communities	0
<b>6. Changes in Development</b>	Action includes measures that strongly account for changes in development	5	Action includes measures that account for changes in development	3	Action includes minimal measures that account for changes in development	1	Action does not account for changes in development	0

Hazard Mitigation Plan

## Annex: City of Tumwater

REQUIRED CRITERIA	HIGH BENEFIT		MEDIUM BENEFIT		LOW BENEFIT		NO BENEFIT	
	Description	Pts	Description	Pts	Description	Pts	Description	Pts
<b>7. Climate Change</b>	Action strongly accounts for the effects of climate change on the hazard it addresses	5	Action accounts for the effects of climate change...	3	Action minimally accounts for the effects of climate change...	1	Action does not account for the effects of climate change...	0
<b>8. Geographic Impact</b>	Action addresses hazard risks for the entire affected area of the community	5	Action address risks across at least half of the affected area	3	Action address risk for a very limited portion of the affected area	1	Action does not address risks within the affected area	0

## Optional Mitigation Action Benefit-Cost Mitigation Review with Prioritization Criteria Ratings and Scores

<b>9. Capacity Building</b>	Action will strengthen the City's capacity and expertise to implement the initiative and future initiatives	5	Action will assist the City's internal capacity and expertise	3	Action will have minimal effect on the City's capacity and expertise	1	Action will require outside technical expertise	0
<b>10. Other Strategic Plan Goals</b>	Action strongly supports the City's other strategic plan goals	5	Action supports the City's other strategic plan goals	3	Action minimally supports the City's other strategic plan goals	1	No support for the City's other strategic plan goals	0
<b>11. Co-Benefits</b>	Action will produce at least two co-benefits	5	Action will produce at least one co-benefit	3	Action minimally produces some co-benefit	1	Action is unlikely to produce any co-benefits	0

## Annex: City of Tumwater

<b>12. Grant Eligibility</b>	The entire project is eligible for FEMA Hazard Mitigation Assistance grants or other federal or state grant programs	5	Most of the project is eligible for grant programs	3	Some of the project may be eligible for grant programs	1	The project is not eligible for grant programs	0
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## Cost-Benefit Review and Prioritization Worksheet

Jurisdiction Name:		City of Tumwater												
Mitigation Project	Required Criteria								Optional					
	1. Hazard Risk Rating	2. Project Cost	3. HMP Goals and Policies	4. Life and Safety	5. Social Vulnerability	6. Changes in Development	7. Climate Change	8. Geographic Impact	9. Capacity Building	10. Other Strategic Plan Goals	11. Co-Benefits	12. Grant Eligibility	Total Score	
Public Outreach and Information														
Mail flood insurance information to owners of properties located within a floodplain and to residents who live in a floodplain		1	5	3	1	1	0	3	5	1	1	1	0	22

Hazard Mitigation Plan



## Annex: City of Tumwater

Jurisdiction Name: <b>City of Tumwater</b>													
Mitigation Project	Required Criteria								Optional				
	1. Hazard Risk Rating	2. Project Cost	3. HMP Goals and Policies	4. Life and Safety	5. Social Vulnerability	6. Changes in Development	7. Climate Change	8. Geographic Impact	9. Capacity Building	10. Other Strategic Plan Goals	11. Co-Benefits	12. Grant Eligibility	Total Score
<b>Plan Coordination and Implementation</b>													
Continue to be actively involved in inter-jurisdictional flood hazard reduction efforts where the City and other jurisdictions are located within the same basin	1	5	5	5	3	3	5	5	1	1	1	1	36
<b>Data collection and Mapping</b>													
Install or upgrade flood elevation gauges on the Deschutes River	1	5	3	5	3	1	3	5	1	1	1	0	29
Update GIS (City Map) maps to show wildland-urban interface and intermix	3	5	5	3	3	3	3	5	1	1	1	0	33
<b>Development Regulations</b>													
Update Building Code to wildland-urban interface and intermix requirements	3	5	5	5	3	5	3	5	1	3	3	1	42

Hazard Mitigation Plan

## Annex: City of Tumwater

Jurisdiction Name:		City of Tumwater												
Mitigation Project	Required Criteria									Optional				
	1. Hazard Risk Rating	2. Project Cost	3. HMP Goals and Policies	4. Life and Safety	5. Social Vulnerability	6. Changes in Development	7. Climate Change	8. Geographic Impact	9. Capacity Building	10. Other Strategic Plan Goals	11. Co-Benefits	12. Grant Eligibility	Total Score	
Develop a wildland-urban interface and intermix Vegetation Management Plan and Planting Species Plan	3	5	5	3	3	5	5	5	1	1	1	1	38	
Reduce heat islands through street tree, tree preservation, and landscape code updates	3	3	5	3	3	5	5	5	1	1	1	1	36	
Minimize vegetation removal in steep slopes and critical areas	3	5	3	3	3	3	3	5	1	1	1	0	31	
Modify Street Tree, Tree Preservation, and Landscape codes to require appropriate planting near overhead power, cable, and phone lines	3	3	5	5	3	3	0	5	1	1	1	0	30	
Hazard Preparedness														
Inspect Fire Hydrants	5	5	1	5	3	1	0	5	1	1	1	0	28	
Encourage the public to be prepared to be self-sufficient for the first 72 hours after a disaster.	5	5	5	3	3	1	3	5	1	1	1	1	34	

## Hazard Mitigation Plan

## Annex: City of Tumwater

Jurisdiction Name:		City of Tumwater												
Mitigation Project	Required Criteria										Optional			
	1. Hazard Risk Rating	2. Project Cost	3. HMP Goals and Policies	4. Life and Safety	5. Social Vulnerability	6. Changes in Development	7. Climate Change	8. Geographic Impact	9. Capacity Building	10. Other Strategic Plan Goals	11. Co-Benefits	12. Grant Eligibility	Total Score	
Keep a supply of air filters on hand for critical equipment, generators, and vehicles in case of ash fall from a volcanic eruption, fires, or wildfires	3	5	5	3	3	0	1	5	1	1	1	0	28	
Install auxiliary generator to power City main well and water supply	5	3	5	3	3	3	1	5	1	1	1	0	31	
Install solar power and battery storage at City Hall and Tumwater Timberland Library (secondary Emergency Operations Center)	5	3	5	3	3	3	1	5	1	1	1	0	30	
Hazard Damage Reduction														
Include retrofitting and replacement of critical system elements in Capital Facilities Plan	5	1	5	5	3	3	1	5	1	1	1	0	31	
Establish fire breaks next to residences on heavily wooded hills in the City	3	1	3	3	3	3	3	5	1	1	1	0	27	
Work with landowners to reforest corridors along river and stream shorelines.	1	5	3	1	1	1	3	5	1	1	1	0	23	

Hazard Mitigation Plan

## Annex: City of Tumwater

Jurisdiction Name:		City of Tumwater												
Mitigation Project	Required Criteria										Optional			
	1. Hazard Risk Rating	2. Project Cost	3. HMP Goals and Policies	4. Life and Safety	5. Social Vulnerability	6. Changes in Development	7. Climate Change	8. Geographic Impact	9. Capacity Building	10. Other Strategic Plan Goals	11. Co-Benefits	12. Grant Eligibility	Total Score	
Draft a list of residences the City would elevate above the base flood elevation, if state or federal monies are available	1	5	3	1	1	1	3	5	1	1	1	0	23	
Draft a prioritized list of residences the City would acquire (buyout) if state or federal monies are available	1	5	3	1	1	1	3	5	1	1	1	0	23	
Have a professional assess infrastructure for earthquake vulnerability	5	3	5	5	3	3	3	5	1	1	1	1	36	
Investigate funding for projects that will reduce damage to streets, structures, utilities, etc. in flood areas prone to flooding	1	5	5	5	3	3	3	5	1	1	1	0	33	
Critical Facilities Replacement and Retrofit														
Conduct a voluntary non-structural earthquake readiness inspection for all critical facilities on an annual basis	5	5	5	3	3	1	3	5	1	1	1	1	34	
Periodically Inspect all trees within falling distance of the four City-owned critical facilities	3	5	5	3	1	1	3	5	1	1	1	0	29	

Hazard Mitigation Plan

## Annex: City of Tumwater

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Benefit points: High=5; Medium=3; Low=1; No benefit=0

## Public Comment Summary

The City received one comment from the community during the Final Draft Plan Public Comment period of November 3 to 17, 2023.

The public comment was an email received by Paul Brewster (Senior Planner, Thurston Regional Planning Commission) November 11, 2023 on the City of Tumwater Annex. The comment expressed concern with existing development in liquefaction areas, and whether or not residents living within the liquefaction areas were notified. The comment read as follows:

*"I have serious concerns about **notification and potential actions to consider addressing existing development**. I live in Tumwater and am a homeowner in a 55+ manufactured home park, and am low income. In June 2017 the City of Tumwater produced document 'Resolution No. R2017-013 (copy attached below) which honestly shocked me. I had never seen it. It was an excellent report with maps and photos. It identified **4 mobile home parks in a high liquefaction hazardous zone, and identified all our homes here in Eagle's Landing of one of those 4 parks and further identifies a significant water issue for us**. Was the City's report after the 4 parks were identified given to the **owners** of these four parks? Were they notified in 2017? None of our leases or sign-in documents ever disclosed this information to us and I have not found one homeowner here who realizes we are in a high liquefaction hazardous zone. Or has ever seen the document.*

*You now are producing a 2023 update. Will the final report be buried in a file cabinet or will any of us **affected** by your excellent information be notified at all? Or property owners notified of the most hazardous areas? We need this information more public."*

## Appendix A – Community Capability Assessment

### Capability Assessment Worksheets

#### Types of Capabilities

There are four mitigation worksheets. The worksheets are intended for notes about relevant capabilities within the City. Each type of capability may include laws, regulations, policies, programs, staff, or funding and may go beyond traditional mitigation. The City's hazards mitigation planning team may find other capabilities that help make the City more resilient.

1. Planning and regulatory
2. Administrative and technical
3. Financial
4. Education and outreach

#### Observations and Discussion Form

Each worksheet includes an 'Observations and Discussion' form. It includes a series of questions to help the City document which authorities, policies, programs, funding, and resources the City has to accomplish hazards mitigation. The discussion must account for building codes, land use and development codes, ordinances and regulations that are key to reducing risk. It must also describe ways the City expands and improves its capabilities.

#### Evaluating Equity in the Capability Assessment

Consider low-income, communities of color, people with disabilities, people who lack English proficiency, people with insecure housing, and others who may be disenfranchised from economic, social, and civic life. Are there barriers to accessing resources in the community? By reducing barriers to socially vulnerable and underserved populations, the City can support a whole-community approach to hazards mitigation. Use the following questions to bring equity into the City's capability assessment.

- Which communities and populations lack resources to improve their resilience?
- What gaps might exist that decrease an underserved community's ability to access resources and plan for risk reduction?
- Do any capabilities disproportionately benefit wealthy areas or neighborhoods?
- Do any capabilities actively increase the vulnerability of underserved and socially vulnerable populations and communities?
- How can the City think differently about leveraging non-monetary and non-traditional resources and partners to support underserved communities?

## Annex: City of Tumwater

## Capability Assessment Worksheets

## 1. Planning and Regulatory

## Evaluation for Planning and Regulatory Capabilities

- What is the legal framework for land use planning in the City?
- What kinds of plans does the City have? Which are used most often?
- Are there any specific laws or ordinances that mitigate hazards?
- How does the City regulate growth and development?
- How does the City protect community lifelines such as well heads, wastewater treatment facilities, and other critical facilities, including dams and levees?

Plans	In Place? Y or N	Notes - Does the plan address hazards? Can the plan be used to implement mitigation actions? When was it last updated? Cite specific sections or language that supports hazards mitigation. Note if there are gaps.
<b>Comprehensive Plan</b>	Yes	Plan identifies and addresses avoiding critical areas in Conservation Element. The Plan was last completely updated in 2016. Planning started for 2025 update. The update is expected to address the relationship with City Annex and Regional Plan as required by 2023 state law as a subelement of the new Climate Element. The Plan is amended on an annual basis. The last Plan amendment was in 2022.
<b>Capital Facilities Plan</b>	Yes	Plan identifies specific City projects for funding in six-year cycle, includes projects that address hazards and can include specific mitigation actions. The Plan was last updated in 2021 as part of the Comprehensive Plan annual amendment process. The Plan is amended on a biennial basis. Next update will be in 2023 as part of the Comprehensive Plan annual amendment process.
<b>Climate Adaptation and Mitigation Plans</b>	Yes	Plans address how the City will address climate change through actions for adaptation and mitigation. The Thurston Climate Adaption Plan was adopted in 2018 and the Thurston Climate Mitigation Plan was adopted in 2021. A new state required Climate Element will be added to the Comprehensive Plan as part of the 2025 periodic update.
<b>Community Wildfire Protection Plan</b>	No	Currently planning in conjunction with Thurston County and the Thurston Regional Planning Council.
<b>Comprehensive Emergency Management Plans</b>	Yes	Plan last updated 2017. Planning has started for 2023 update. The Plan identifies hazards mitigation as an area for further plan development (p. 8), but specific actions not outlined.



## Annex: City of Tumwater

Plans	In Place? Y or N	Notes - Does the plan address hazards? Can the plan be used to implement mitigation actions? When was it last updated? Cite specific sections or language that supports hazards mitigation. Note if there are gaps.
<b>Comprehensive Flood Management Plan</b>	Yes	Thurston County Flood Hazard Mitigation Plan was completed in 2013. The Plan identifies specific hazard mitigation measures and assigns a priority to implement.
<b>Continuity of Operations Plan</b>	No	It is currently unclear whether the City has a city wide Continuity of Operations Plan or if individual departments have them.
<b>Economic Development and Resiliency Plan</b>	Yes	Plan last completely updated in 2019. Planning started for 2025 update. Update is expected to address resiliency.
<b>Habitat Conservation Plan</b>	No	Bush Prairie Habitat Conservation Plan is being prepared. There is no specific date for completion. The Plan does not address hazards.
<b>Stormwater Management Plan</b>	Yes	Plan was completed in 2022. Plan does not address hazards.
<b>Transportation Plan</b>	Yes	The Transportation Plan was last completely updated in 2016 as part of the Comprehensive Plan periodic update. Planning started for 2025 periodic update. Update is expected to address relationship with City Annex and Regional Plan as required by state law.

Land Use Planning and Ordinances	Y or N	Notes - Is the ordinance an effective measure for reducing hazard impacts? Is it adequately administered and enforced? Cite specific language or sections of ordinances or codes that support hazards mitigation, if applicable. Note if there are gaps.
<b>Acquisition of land for open space, public recreation, or conservation</b>	Yes	The City purchases property for open space and public recreation and will be purchasing property for habitat protection under the Bush Prairie Habitat Conservation Plan.
<b>Building Codes</b>	Yes	Building Codes were last updated in 2021. Includes building, fire, residential, mechanical, plumbing, property maintenance, and energy conservation codes, all of which address life, health, and safety. Planning has started for 2024 update. Update is expected to include adoption of the 2021 Washington Wildland-Urban Interface Code.
<b>Flood Insurance Rate Maps</b>	Yes	The floodplain in the City is regulated through the floodplain overlay chapter of the zoning code (TMC 18.38), the Building Code, as well as portions of critical areas and shoreline regulations. The existing floodplain maps can be seen on the Official FEMA Flood Insurance Rate Maps for the City as well as on the City's zoning map. FEMA is currently nearing the end of the process for updating the floodplain map for portions of the City including the

## Annex: City of Tumwater

Land Use Planning and Ordinances	Y or N	Notes - Is the ordinance an effective measure for reducing hazard impacts? Is it adequately administered and enforced? Cite specific language or sections of ordinances or codes that support hazards mitigation, if applicable. Note if there are gaps.
		Deschutes Valley. The City will be required to adopt the new floodplain maps and study in the next few months.
<b>Floodplain ordinance</b>	Yes	The floodplain in the City is regulated through the floodplain overlay chapter of the zoning code (TMC 18.38). The State Department of Ecology completed a Community Assistance Visit with the City in 2023, which identified specific updates to the floodplain overlay chapter of the zoning code (TMC 18.38) which will be completed as part of the Development Code periodic update in 2025.
<b>Natural hazard specific or Critical Areas Ordinance</b>	Yes	Critical areas are regulated by TMC Title 16 <i>Environment</i> , which were last updated in 2019 and will be updated as part of the Development Code periodic update in 2025.
<b>Subdivision ordinance</b>	Yes	Land divisions are regulated by TMC Title 17 Land Divisions, which were last updated in 2022.
<b>Zoning ordinance</b>	Yes	Zoning is regulated by TMC Title 18 Zoning, which includes the City floodplain overpay regulations (TMC 18.38), aquifer protection regulations (TMC 18.39), and environmental performance standards (TMC 18.40). Regulations will be updated as part of the state required Development Code periodic update in 2025.

## Plans and Regulations Capabilities Observations and Discussion

- a. *What specific sections of the City's plans, land use regulations, building codes, and ordinances support the City's ability to reduce risks and implement the City's mitigation actions?*

See chart for specific information.

- b. *Are there any gaps in the City's plans, regulations, or ordinances that may prevent the City from supporting the City's mitigation actions?*

See chart for specific information.

- c. *How can the City's plans and regulations be expanded or modified to improve the City's understanding of hazards and vulnerabilities? How can they be improved to reduce risks?*

The City is currently updating its Comprehensive Plan which must include a resiliency subelement as part of the new state required Climate Element. The Hazards Mitigation Plan for the Thurston Region can serve the purpose of the resiliency subelement.

- d. *What type of development regulation mitigation initiatives, if any, could support the integration of hazards mitigation planning policies and programs?*

As the City updates its Comprehensive Plan, the City will further its work in this area. If work on the Comprehensive Plan periodic update results in policy recommendations to update the City's development regulations related to hazards mitigation, such code updates will be considered for incorporation into the City's Annex.

## Annex: City of Tumwater

## 2. Administrative and Technical

## Evaluation for Administrative and Technical

- Who will be responsible for implementing mitigation actions?
- Have available staff been trained to support mitigation?
- Are outside technical expertise or resources needed?
- Do government agencies and departments regularly coordinate and problem-solve?
- Are agreements in place between participants or between participants and other organizations that provide regular administrative or technical assistance?
- Does the City work with nongovernmental organizations who also work in mitigation?
- Which staff and abilities are available to help carry out the City's mitigation plan?
- If the City does not have staff, consider how county, regional, and state partners can assist the City.

Administrative	In Place Y or N	Notes - Is staffing adequate to enforce regulations? Are staff trained in hazards and mitigation? Is coordination between agencies and staff effective?
<b>Chief Building Official</b>	Y	The City has a City-wide Emergency Management Committee. The Building Official or designee participates in the Emergency Management Committee, which coordinates training. The Building official issues Flood Certificates. In the event someone builds in the flood zone, they will need to meet the applicable code and receive a flood certificate.
<b>Civil Engineer</b>	Y	The City has engineers in the Transportation & Engineering and Water Resources & Sustainability Departments. Engineering staff participate in the City-wide Emergency Management Committee. Engineering staff assist with designing and constructing city capital projects which may include projects that address mitigating for natural hazards.
<b>Community Development Director</b>	Y	The Community Development Director oversees the Community Development Department staff, including the Planning staff. They help enforce regulations in the Development Code such as floods and other critical areas. They also help create and implement City plans such as the City Annex and Regional Plan and the Comprehensive Plan.
<b>Emergency Manager</b>	N	The City has a City-wide Emergency Management Committee.

## Annex: City of Tumwater

<b>Floodplain Administrator</b>	Y	The Planning Manager acts as the Floodplain Administrator for the City.
<b>GIS Manager</b>	Y	The GIS Team helps map critical facilities, infrastructure, critical areas, and more. This helps staff implement and enforce regulations.
<b>Planning Commission</b>		The Planning Commission are briefed in the City Annex and Regional Plan update process.
<b>Technical</b>	<b>In Place Y or N</b>	<b>Notes – Has capability been used to assess or mitigate risk in the past? Will the City use it to implement the City's current action plan?</b>
<b>Grant Writing</b>	Y	Staff have applied for many grants to help with assessments, retrofitting of critical facilities and infrastructure, purchasing of resources, and more. The current plan will be used to help facilitate funds and grant opportunities further.
<b>Hazard data and information</b>	Y	Hazard data and information was used in previous plans and in the current plan. Furthermore, it is used to help identify priorities for the Capital Facilities Plan update cycle.
<b>GIS Analysis</b>	Y	GIS mapping helps assist staff in recognizing areas that are prone to flooding, landslides, high ground water, and soon to be wildfire hazard areas.
<b>Mutual Aid Agreements</b>		The City's Comprehensive Emergency Management Plan contains a listing of mutual aid agreements available to the City. The City has mutual aid agreements associated with fire, emergency medical services, and police services, water interties, emergency management, including the Thurston County Emergency Management Committee. The Homeland Security Region 3 Omnibus agreement covers emergency management planning, mitigation and response for Thurston, Mason, Lewis, Pacific and Grays Harbor Counties.

#### Administrative and Technical Capabilities Observations and Discussion

- a. *What specific administrative and technical strengths does the City have to support hazards mitigation?*

Staff are proficient in writing and applying for grant opportunities. Staff ensure the City code and regulations are up to date- meeting state and federal standards.

- b. *Are there any gaps in administrative or technical capabilities to support the City's understanding of hazards and vulnerabilities?*

An emergency manager could potentially be established.

- c. *How can the City expand or improve its administrative and technical capabilities to reduce risks or the City's mitigation actions?*

Potentially by establishing more frequent meetings with each department to talk about funding, public outreach, and initiative updates.

- d. *What type of plan coordination and implementation mitigation initiatives, if any, could enhance the City's technical and administrative capabilities?*

As the City completes its Comprehensive Plan periodic update with the Climate Element, there may be additional items to include in the City Annex and Regional Plan.

## Annex: City of Tumwater

## 3. Financial

## Evaluation for Financial

- What financial resources can the City program for mitigation activities?
- What resources have the City used in the past?
- What grant programs can the City pursue to fund the City's mitigation actions?
- Can the City cover the 25 percent match for a federally grant funded mitigation project?
- How do the City's mitigation projects get programmed into the City's Capital Facilities Plan?
- Are there any financial policies to direct available funds to mitigation projects?

Funding Resources	In Place Y or N	Notes - Has the funding resource been used in the past and for what type of activities? Could it be used to fund future mitigation actions?
Capital Improvements Project Funding	Yes	The Capital Facilities Plan used to implement mitigation initiatives specified by the Annex.
Community Development Block Grant	Yes	No.
Non-FEMA Federal Funding Programs	Yes	No.
Impact Fees	Yes	The City has parks and transportation impact fees which fund projects related to growth.
State Funding Programs	Yes	The City received funding to update the City's Shoreline Master Program and has able for state grant funding to develop a Climate Element, which will include a resiliency subelement.
Utility Fees	Yes	Utility fees are utilized for upgrades and retrofitting projects.

## Financial Capabilities Observations and Discussion

- a. *What specific financial strengths does the City have to support hazards mitigation?*

The City has some staff availability to apply for grants and low interest loans.

- b. *Are there any gaps in financial capabilities to support the City's understanding of hazards and vulnerabilities?*

Other than general financial limitations all local governments face and share, the City does not have any specific gaps.

- c. *How can the City expand or improve its financial capabilities to implement the City's mitigation actions?*

Not known.

- d. *What type of actions can the City take, if any, to secure funding to make the community more resilient?*

Apply for more opportunities and form partnerships with others.



## Annex: City of Tumwater

4. *Education and Outreach*

## Evaluation for Education and Outreach

- What outreach programs does the City use to share important information?
- What venues does the City use for outreach activities? Could they be used to promote risk reduction?
- What new or additional outreach efforts could get the most public participation and support for risk reduction?

Programs or Activities	In Place Y or N	Notes – How widespread and effective are these programs in the City’s community?
<b>Hazard awareness campaigns such as Firewise, Storm Ready, Flood Awareness Month, School Programs, or Public Events</b>	Yes	Much of this work occurs at the regional level through Thurston County staff. The Water Resources & Sustainability Department staff do general outreach to the community about flooding.
<b>Local News Media</b>	Yes	The local news media is present at most Planning Commission, General Government Committee, and City Council meetings. Communication Department staff is skilled at using local and social media.
<b>Organizations that represent or advocate for socially vulnerable and underserved populations</b>	Yes	The City is undertaking great efforts in working with socially vulnerable and underserved populations through the Housing Action Plan, Regional Plan and City Annex, 2025 Comprehensive Plan periodic update, 2023 Capital Facilities Plan, the 2020 Water System Plan, and more. Equity is a primary focus when any plans or updates are being proposed. The City has hired consultants to establish an “Equity Toolbox.”
<b>Social Media</b>	Yes	The City utilizes many platforms of social media. The Countywide survey and Thurston County Fair event were shared to the City Facebook page. Staff will be utilizing social media more during the Comprehensive Plan periodic update, especially the Climate Element and Resiliency Subelement, which is correlated to the Regional Plan and City Annex.

## Public Outreach and Education Capabilities Observations and Discussion

- a. *What specific public outreach and education capabilities and strengths do the City have to support hazards mitigation?*

Staff involvement with the hazards mitigation planning team, the Fire Department works with emergency management and the public, and the City's Communications Department helps with public outreach, sharing of information and upcoming events, and mailing of critical information and upcoming public events. The City also has the ability to utilize Planning Commission, General Government Committee, and City Council meetings to share information and updates with the public.

- b. *Are there any gaps in the City's capabilities to engage the public about natural hazards and the City's vulnerabilities?*

Yes, a formal internal hazards mitigation planning team could be established. It will be easier to get involved with other departments to identify public engagement opportunities and the ability to share implementation statuses of the initiatives.

- c. *How can the City expand or improve its public education and outreach activities?*

Potentially by identifying a City staff member to lead or organize an internal workgroup, who will also be responsible for sharing updates on the City's Natural Hazards Mitigation Plan webpage and posting to social media. The City could develop a general communication plan around hazards mitigation to identify vulnerable populations and develop targeted outreach.

- d. *What type of mitigation actions can the City take, if any, to engage the City's constituents and stakeholders about the natural hazard risks or mitigation actions?*

The City could have a mitigation action around identifying vulnerable populations.

## Appendix B – National Flood Insurance Program Assessment

### National Flood Insurance Program Assessment Worksheet

#### Evaluation for National Flood Insurance Program Participation

- Who is the floodplain manager? Is this their primary or a secondary role? Does this person have adequate training and capacity for their role?
- Is the FIRM and FIS report in an accessible location? Does the community (or state) promote public access to floodplain information?
- How does the community support map change requests? These could be requests during the Risk MAP process or through Letters of Map Amendment or Revision.
- Does the community collect updated floodplain data or modeling? Is this shared with partners and with FEMA?
- How does the community issue development permits in the special flood hazard area? Who is responsible for permitting?
- How are floodplains regulated in new subdivisions?
- Does the community maintain elevation records? Does it track the number of buildings in the special flood hazard area?
- How does the community enforce its floodplain rules? Does enforcement include monitoring compliance and acting to correct violations?
- How does the community educate the public on floodplain management and the availability of flood insurance, in and out of the floodplain?

## Annex: City of Tumwater

National Flood Insurance Program Topic	Response	Source of Information	Notes – If the City were unsure or answered “no” to any of these questions, consider short- and long-term action items to address them.
<b>Staff Resources</b>			
Who is responsible for floodplain management in the City? Do they serve any roles other than Community Floodplain Administrator?	The City’s Planning Manager also serves in the role of the City’s Floodplain Administrator.	City Floodplain Administrator	
Is the Community Floodplain Administrator or National Flood Insurance Program Coordinator a Certified Floodplain Manager?	No.	City Floodplain Administrator	
Is floodplain management an auxiliary function?	Yes.	City Floodplain Administrator	
Explain National Flood Insurance Program administration services (e.g., permit review, GIS, inspections, engineering capability).	The floodplain review process is handled by the Community Development Department. All major permits go through a preliminary development review before vesting and permit application. Many of these permits go in front of the Development Review Committee for review. The City’s flood permit is a part of the building permit. The City currently utilizes a digital permitting and record keeping system. Upon formal application of permit, development engineering,	City Floodplain Administrator	

Hazard Mitigation Plan

## Annex: City of Tumwater

National Flood Insurance Program Topic	Response	Source of Information	Notes – If the City were unsure or answered “no” to any of these questions, consider short- and long-term action items to address them.
	permitting, and building staff review the submittal, while the Building Official reviews permits for floodplain considerations. The City’s Building Official oversees the Elevation Certificate process.		
<b>Insurance Summary</b>			
How many National Flood Insurance Program policies are in the community? What is the total premium and coverage?	Sixteen policies are in place with a total coverage of \$3,717,000 and \$6,885 in total written premium and Federal Policy Fee	Community Assistance Visit summary and State Mitigation Strategist through Paul Brewster at Thurston Regional Planning Council	
How many claims have been paid out in the community? What is the total amount of paid claims? How many of the claims were for substantial damage?	There have been two paid losses worth \$12,514.40 and zero substantial damage claim to date.	Community Assistance Visit summary	
How many structures (residential and non-residential) are exposed to flood risk within the community?	Twenty-two non-residential, forty-six residential, and eighteen are unknown.  Total: eighty-six	GIS Team	
Are there any repetitive or severe repetitive loss structures in the community?	None.	GIS Team	

Hazard Mitigation Plan

## Annex: City of Tumwater

National Flood Insurance Program Topic	Response	Source of Information	Notes – If the City were unsure or answered “no” to any of these questions, consider short- and long-term action items to address them.
Describe any areas of flood risk with limited NFIP policy coverage.	None.	Floodplain Administrator	
How does the community teach property owners or other stakeholders about the importance flood insurance?	The City mailed all property owners with Special Flood Hazard Areas on their property information about Thurston Lakes Map updates.	Floodplain Administrator	
What digital sources (like the FEMA Map Service Center, National Flood Hazard Layer) or non-regulatory tools does the community use?	The City maintains digital copies of DFIRM maps and Flood Insurance Study Reports at City Hall, and they are available to the public. The DFIRM map coverage has also been integrated into the City’s official zoning map which is available online and at City Hall.	Floodplain Administrator	
<b>Compliance History</b>			
Is the community currently suspended from the National Flood Insurance Program?	No.	Floodplain Administrator	
Are there any outstanding compliance issues? (i.e., current violations)?	No.	Floodplain Administrator and Community Assistance Visit summary	
How does the community identify substantially damaged or improved structures? What is the process to make sure these	At the time of a Development Permit Application submittal, City staff are notified that a property is in a Special Flood Hazard Areas via the City’s GIS System. During	Floodplain Administrator	

Hazard Mitigation Plan

## Annex: City of Tumwater

National Flood Insurance Program Topic	Response	Source of Information	Notes – If the City were unsure or answered “no” to any of these questions, consider short- and long-term action items to address them.
structures are brought into compliance?	plan review is the time for determination of mitigating flood damage.		
When was the most recent Community Assistance Visit or Community Assistance Contact?	The City completed its Community Assistance Visit in the spring 2023.	City Floodplain Administrator	
Is a Community Assistance Visit or Community Assistance Contact scheduled or needed?	Not at this time.	City Floodplain Administrator	A Community Assistance Visit was conducted May 1, 2023. The last Community Assistance Contacts were completed by FEMA in 2020.
<b>Regulation</b>			
When did the community enter the National Flood Insurance Program?	1978	Community Status Book	
Are the FIRMs digital or paper?	Digital	City Floodplain Administrator	
How does the community enforce local floodplain regulations and monitor compliance?	Tumwater Municipal Code Chapter 18.38 <i>FP Floodplain Overlay</i> applies to the special flood hazard area within the City as well as the City’s Shoreline Master Program in the case of shorelands of the state, such as the Deschutes River. If there are any conflicts between the Shoreline Master Program and the Floodplain Overlay Regulations that apply in	City Floodplain Administrator and Tumwater Municipal Code, and Shoreline Master Program	The City’s Flood Damage Prevention Ordinance found in Tumwater Municipal Code Chapter 18.38 <i>FP Floodplain Overlay</i> was reviewed during the Community Assistance Visit. The City’s ordinance was overall in fair standing, with minor updates needed to bring the ordinance into compliance with NFIP and State of Washington standards. It was discussed during the

Hazard Mitigation Plan

## Annex: City of Tumwater

National Flood Insurance Program Topic	Response	Source of Information	Notes – If the City were unsure or answered “no” to any of these questions, consider short- and long-term action items to address them.
	shoreline jurisdiction, the requirements of Shoreline Master Program apply.		Community Assistance Visit that the City will complete all needed updates as part of the 2025 Development Code periodic update process and adopt a compliant ordinance in order to close out the CAV.



TO: City Council  
FROM: Austin Ramirez, Economic Development Program Manager  
DATE: March 5, 2024  
SUBJECT: Agreement with the Department of Ecology for Integrated Planning Grant

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1) Recommended Action:

Approve and authorize the Mayor to sign the grant agreement with the Department of Ecology (Ecology) for a \$200,000 Integrated Planning Grant (IPG).

Staff updated the Council on this grant award at the November 28, 2023 Work Session.

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2) Background:

The City has been awarded an IPG from Ecology to help catalyze redevelopment in the Capitol Boulevard Corridor at the former WSDOT Regional Headquarters Campus.

The IPG program is a state-wide competitive grant program that provides funding to local governments to assess contaminated sites. Grants are intended to help local governments make informed decisions when considering whether to purchase or redevelop a property. IPG funds will be used to complete critical due diligence activities (analysis of environmental conditions, cleanup/remediation planning, and reuse/redevelopment planning). The City will focus this funding on the former WSDOT Regional Headquarters.

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3) Policy Support:

Strategic Goal and Priorities:

- Facilitate Capitol Boulevard Corridor and Brewery Redevelopment
- Pursue Targeted Community Development Opportunities
- Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

Economic Development Plan Goal #8:

- Encourage economic development that strengthens the Tumwater community
- 

4) Alternatives:

☐ None

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5) Fiscal Notes:

There is no match requirement for this grant.

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6) Attachments:

A. Ecology Grant Agreement



## Agreement No. TCPIPG-2325-Tumwat-00050

### TOXICS CLEANUP INTEGRATED PLANNING GRANT AGREEMENT

#### BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

#### AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and CITY OF TUMWATER, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

### GENERAL INFORMATION

Project Title:	Former WSDOT Olympic Region Headquarters
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	02/20/2024
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Integrated Planning Grant

#### Project Short Description:

In 2021, the Washington Department of Transportation vacated the former Olympic Region Headquarters in Tumwater. It is an 11.6-acre brownfields Site located at 5720 Capitol Blvd SE, Tumwater, WA 98501. No CSID or FSID. The Site has known and suspected contamination which needs to be further characterized prior to the RECIPIENT acquiring the property from WSDOT for redevelopment.

#### Project Long Description:

The Former WSDOT Olympic Region Headquarters is located at 5720 Capital Blvd SE in Tumwater, WA 98501 (no CSID/FSID). The RECIPIENT and Washington Department of Transportation (WSDOT) have been discussing the upcoming surplus of the longtime 11.6-acre WSDOT Olympic Region Headquarters in Tumwater. The RECIPIENT intends to purchase the Site pending due diligence. The Site was historically used as a multipurpose headquarters that housed administrative offices, a materials-testing lab, a fueling site, and vehicle fleet services.

Agreement No: TCPIPG-2325-Tumwat-00050  
Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

There are six structures on this site ranging from approximately 15,000 square feet to 25,000 square feet.

Trichloroethylene (TCE) above MTCA action levels has been found in the soil, with additional investigation required. In addition to the soil, potential exposure routes include vapor intrusion and groundwater contamination. Due to the age of structures on the Site and its historic use, it is known that lead, asbestos, and petroleum related contaminants are also present. The RECIPIENT examined the current structures for potential restoration and reuse, however due to the deteriorating condition and challenges meeting current building and safety requirements it was determined that it would be infeasible to save any of the structures.

In August 2021, WSDOT began preparing for the surplus of the property by taking and planning several actions:

Environmental Assessments (ESA)

- Phase I ESA Completed in June 2021
- Limited Phase II ESA Completed on March 2023 (sampling has confirmed the presence of Trichloroethylene above MTCA action levels in soil)
- Final PCB, Lead, and Asbestos survey reports completed in Summer 2023
- Additional remedial investigation work to verify contamination levels and extents in progress (no completion date at this time)

Site Preparation Activities

- Fueling site and associated underground storage tank removed in 2021 (no contamination issues were identified during removal of the tanks)
- The remaining buildings on the Site will soon undergo demolition, which is scheduled to begin in Summer 2024

The RECIPIENT wishes to purchase the property to catalyze the Capitol Boulevard Corridor Plan, which identifies the Site as "the single most important redevelopment opportunity" to transform the corridor into a series of vibrant and community-oriented mixed-use centers. Once purchased, the RECIPIENT intends to partner with a developer to realize the Site's potential.

The plan's vision for the Site includes 1 to 5 story buildings (residential and retail), a small public park, ample parking, local access streets, attractive streetscapes, and perimeter landscaping. The RECIPIENT intends to reserve one-third of the development for affordable housing, one-third for market rate housing, and one-third for commercial and public use. The RECIPIENT will be conducting community engagement activities throughout the planning process to ensure the final reuse vision is community driven.

Before the RECIPIENT and WSDOT can execute a purchase and sale agreement, the Site is in need of additional environmental analysis, reuse planning, and due diligence. It is estimated that the remaining cost to finish just the environmental analysis is \$500,000. According to WSDOT's surplus process, the RECIPIENT will have right of first refusal. The RECIPIENT has already communicated to WSDOT that it intends to purchase the Site, and the two parties have begun drafting the necessary agreements. The Tumwater City Council has also added the purchase of the property to the RECIPIENT'S Legislative Agenda, where it was adopted on November 1, 2022.

The RECIPIENT intends to use these Integrated Planning Grant funds to conduct due diligence, environmental assessments, and cleanup/reuse planning work at the Site. ESA work completed in the past must be evaluated and redone in part to comply with industry standards.

The redevelopment of the Site is also an identified priority in several approved city-wide planning documents, including

Agreement No: TCPIPG-2325-Tumwat-00050  
Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

the Capitol Boulevard Corridor Plan, the Economic Development Plan, and the Comprehensive Plan. Redeveloping this Site is a priority and the RECIPIENT is well-positioned to move forward.

#### Leveraging Additional Funds and Resources

The RECIPIENT has leveraged additional funds and resources to facilitate brownfield redevelopment. In May 2023, the RECIPIENT was awarded an EPA Community-Wide Assessment Grant in the amount of \$500,000. The RECIPIENT intends use the federal grant funds to create a brownfields inventory, conduct Phase I and Phase II ESAs, and develop cleanup plans in two target areas, the Brewery District and Capitol Boulevard Corridor. The RECIPIENT anticipates the locations within the Brewery District will exhaust available federal funding, leaving a financial need for the Capitol Boulevard Corridor and the Former WSDOT Olympic Region Headquarters Site. Use of IPG funds will be kept distinct and separate from the federal funding to prevent any duplication of benefits.

The RECIPIENT is also working with the Center for Creative Land Recycling (CCLR) the technical assistance to brownfields provider for EPA Region 10, on hosting a Vision 2 Action workshop for the Site. This will improve community engagement, while also leveraging additional resources.

The RECIPIENT intends to form a public-private partnership for the eventual redevelopment of the property, leveraging private investment as well.

Building off several years of planning work, as well as support and engagement from the public and other partners, the RECIPIENT is well positioned to take advantage of this impactful redevelopment opportunity. The RECIPIENT has re-engaged with a new group of community partners to support redevelopment efforts in Tumwater, including:

- Thurston Regional Planning Council
- Squaxin Island Tribe
- Port of Olympia
- Thurston Economic Development Council
- Tumwater Chamber of Commerce
- Thurston County Chamber of Commerce
- Center for Creative Land Recycling

#### Overall Goal:

The overall goal is to redevelop the WSDOT site into a vibrant community asset while addressing environmental, economic, community, and sustainable development goals. To accomplish this, IPG funds will be used to complete the due diligence (analysis of environmental conditions, cleanup/remediation planning, and reuse/redevelopment planning) necessary for the RECIPIENT and WSDOT to proceed with the purchase and sale of the property. A successful outcome will not only result in numerous environmental benefits, but also realize the single most important redevelopment opportunity in the City's core transportation corridor.

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Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

**RECIPIENT INFORMATION**

Organization Name: CITY OF TUMWATER

Federal Tax ID: 91-6001520  
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW  
Tumwater, WA 98501

**Contacts**

<b>Project Manager</b>	Austin Ramirez Economic Development Manager  555 Israel Road SW Tumwater, Washington 98501 Email: aramirez@ci.tumwater.wa.us Phone: (360) 754-4180
<b>Billing Contact</b>	Austin Ramirez Economic Development Manager  555 Israel Road SW Tumwater, Washington 98501 Email: aramirez@ci.tumwater.wa.us Phone: (360) 754-4180
<b>Authorized Signatory</b>	Debbie Sullivan Mayor  555 Israel Road SW Tumwater, Washington 98501 Email: dsullivan@ci.tumwater.wa.us Phone: (360) 754-4180

Agreement No: TCPIPG-2325-Tumwat-00050  
Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

**ECOLOGY INFORMATION**

Mailing Address: Department of Ecology  
Toxics Cleanup  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address: Toxics Cleanup  
300 Desmond Drive SE  
Lacey, WA 98503

**Contacts**

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<b>Financial Manager</b>	Lydia Lindwall  PO Box 47600 Olympia, Washington 98504-7600 Email: <a href="mailto:llin461@ecy.wa.gov">llin461@ecy.wa.gov</a> Phone: (360) 790-1124
<b>Technical Advisor</b>	Tom Middleton  PO Box 47775 Olympia, Washington 98504-7775 Email: <a href="mailto:tmid461@ecy.wa.gov">tmid461@ecy.wa.gov</a> Phone: (360) 999-9594

Agreement No: TCPIPG-2325-Tumwat-00050  
Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$1,000.00

Task Title: GRANT AND PROJECT ADMINISTRATION -J008

### Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities.

Eligible administrative costs may also include those incurred performing activities to:

- Procure and manage consultants and construction contractors.
- Perform quality control and quality assurance oversight of all project elements.
- Manage the grant, develop and maintain grant files.
- Ensure compliance with the terms of the approved work plans.
- Prepare and submit payment requests and progress reports, or other reports as requested.
- Conduct, coordinate, and schedule activities related to multiple tasks or the grant as a whole.
- Perform public involvement activities: plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY and not billed under another task.
- Purchase services, supplies, and tools needed to accomplish grant tasks.

### Travel & Per Diem:

ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate are not reimbursable under the grant.

The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant. Mileage logs are required.

**BACKUP DOCUMENTATION:** All backup documentation for time and materials, whether recipient staff costs, prime contractor or subcontractor, must include the person, the day they worked, the hours each day, the rate of pay, total cost, and the activity being performed.

### Task Goal Statement:

To manage the grant and project and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, the Administrative Requirements for Recipients of Ecology Grant and Loans Managed in EAGL.

### Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.



Agreement No: TCPIPG-2325-Tumwat-00050  
Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

Recipient Task Coordinator: Austin Ramirez

## GRANT AND PROJECT ADMINISTRATION -J008

### Deliverables

Number	Description	Due Date
1.1	A minimum of quarterly grant payment requests/progress reports (PRPR) with proper documentation	
1.2	RECIPIENT Closeout Report submitted no later than one week after the final PRPR	

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## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$120,000.00

Task Title: ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003

### Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform remedial site investigations consistent with the scope of work in the ECOLOGY approved work plan for the Site. This includes the review of documents related to prior environmental investigations at the Site, new Phase I and II ESAs, sampling and analysis costs, identification and testing of potential sources of contamination (including hazardous building materials), surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task.

RECIPIENT shall prepare a draft sampling and analysis plan and Quality Assurance Project Plan and submit to ECOLOGY for approval before implementing the plan. Sampling and analysis data must be entered into ECOLOGY's Environmental Information Management (EIM) system.

Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements. A cultural resources review and consultation must be completed before ground disturbing activities are conducted.

### Task Goal Statement:

To compile Site information, and conduct field investigations that adequately characterize the nature and extent of contamination at the Site to enable the development and evaluation of alternatives for the cleanup of the Site.

### Task Expected Outcome:

The results of the Site investigations are documented in a report that can be used to aid the development and evaluation of any required cleanup alternatives for the Site.

Recipient Task Coordinator: Austin Ramirez

## ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003

### Deliverables

Number	Description	Due Date
2.1	Phase I Environmental Site Assessment	
2.2	Phase II Environmental Site Assessment Work Plan including a SAP and QAPP	
2.3	Phase II Environmental Site Assessment	
2.4	Sampling/Analysis data entered into EIM	

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## SCOPE OF WORK

Task Number: 3

**Task Cost:** \$20,000.00

Task Title: FEASIBILITY STUDY - J004

### Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform an analysis of the feasibility of potential cleanup options identified for the Site during remedial site investigation activities. This work must be consistent with the scope of work approved by the ECOLOGY Project Manager for the Site.

Opportunities for cost savings and efficiencies between cleanup and redevelopment may be identified as part of the evaluation of cleanup alternatives.

Eligible activities include the development of a draft cleanup action plan.

### Task Goal Statement:

The results of the Draft Cleanup Alternatives Memo are documented in a memo and adequate information has been provided so a cleanup action can be selected as needed.

### Task Expected Outcome:

The results of the Draft Cleanup Alternatives Memo are documented in a memo and adequate information has been provided so a cleanup action can be selected as needed.

Recipient Task Coordinator: Austin Ramirez

## FEASIBILITY STUDY - J004

### Deliverables

Number	Description	Due Date
3.1	Draft Cleanup Alternatives Memo/Report	

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Project Title: Former WSDOT Olympic Region Headquarters  
Recipient Name: CITY OF TUMWATER

## SCOPE OF WORK

Task Number: 4

**Task Cost:** \$59,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES - J011

### Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site.

Activities may include:

- Review of reports and technical documents related to the ESAs and Site redevelopment planning;
- Technical communications between the RECIPIENT, their contractors, potentially liable parties, and ECOLOGY;
- Economic impact research and evaluations;
- Conceptual Site Plan;
- Building condition assessment;
- GIS analysis;
- Boundary and topographic survey;
- Bathymetric and in-water habitat survey;
- Stakeholder interviews, surveys, and meetings;
- Community engagement and outreach, such as open house forums to solicit comments on plans and technical documents;
- Development and funding strategies; and
- Regulatory assessment.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task;
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task;
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work;
- Include deliverable(s) documentation of funded activities or products such as advertising, communication materials, summary notes, reports, and survey or assessment; and
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager will not be reimbursed by the grant.

### Task Goal Statement:

To complete an integrated planning study that utilizes Site-specific environmental information, economic impact research, and community engagement to create a vision to guide property reuse.

### Task Expected Outcome:

An integrated planning study will be completed that guides redevelopment of the property.

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Recipient Task Coordinator: Austin Ramirez

## INTEGRATED PLANNING ACTIVITIES - J011

### Deliverables

Number	Description	Due Date
4.1	Integrated Planning Implementation Strategy Report	

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 Recipient Name: CITY OF TUMWATER

## BUDGET

### Funding Distribution EG240587

**NOTE:** The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Former WSDOT Olympic Region Headquarters Funding Type: Grant  
 Funding Effective Date: 02/20/2024 Funding Expiration Date: 06/30/2025

#### Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

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Former WSDOT Olympic Region Headquarters	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 1,000.00
ASSESSMENTS AND REMEDIAL INVESTIGATIONS - J003	\$ 120,000.00
FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES - J011	\$ 59,000.00

**Total: \$ 200,000.00**

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### **Funding Distribution Summary**

#### **Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
Former WSDOT Olympic Region Headquarters	0.00 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 200,000.00</b>	<b>\$ 200,000.00</b>

### **AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

### **SPECIAL TERMS AND CONDITIONS**

Any current or future work included in this Agreement will be subject to cultural resources review by ECOLOGY in accordance with any and all applicable cultural resources laws and regulations.

Any field activities potentially impacting cultural resources, will be subject to ECOLOGY's review, in consultation with the Department of Archaeology and Historic Preservation, and affected tribes, to assess actions which may directly and indirectly affect precontact (archaeological) and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites, or other cultural resources. Field activities cannot begin until the cultural review has been completed, in situations when the activities were performed prior to ECOLOGY's review the field activities' costs may not be eligible for reimbursement.

### **GENERAL FEDERAL CONDITIONS**

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

#### **A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY**

##### **EXCLUSION:**

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended,



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declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#)

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<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <https://sam.gov/SAM/> exclusion list.

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## GENERAL TERMS AND CONDITIONS

### Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
  - \* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
  - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
  - b) Appeal request must be in writing and state the disputed issue(s).
  - c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
  - d) ECOLOGY reviews the RECIPIENT's appeal.
  - e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.
- The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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#### 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

#### 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

#### 20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: TCPIPG-2325-Tumwat-00050  
 Project Title: Former WSDOT Olympic Region Headquarters  
 Recipient Name: CITY OF TUMWATER

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

## 22. RECORDS, AUDITS, AND INSPECTIONS



Agreement No: TCPIPG-2325-Tumwat-00050  
 Project Title: Former WSDOT Olympic Region Headquarters  
 Recipient Name: CITY OF TUMWATER

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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 Recipient Name: CITY OF TUMWATER

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council  
 FROM: Austin Ramirez, Economic Development Program Manager  
 DATE: March 5, 2024  
 SUBJECT: Resolution No. R2024-005, Agreement with the Environmental Protection Agency for Brownfield Assessment Grant

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1) Recommended Action:

Adopt Resolution No. R2024-005, approving the terms and conditions of an Environmental Protection Agency (EPA) Cooperative Agreement and accepting a \$500,000 Brownfield Community-Wide Assessment Grant.

Staff last updated the Council on this grant award at the November 28, 2023 Work Session.

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2) Background:

The City has been awarded a Community-Wide Assessment Grant from the EPA to help catalyze redevelopment in the Capitol Boulevard Corridor and Brewery District.

These nationally competitive grants provide funding to inventory, characterize, assess, conduct a range of planning activities, develop site-specific cleanup plans, and conduct community engagement related to brownfield sites. The City will focus this funding on two target areas, the Capitol Boulevard Corridor and the Brewery District. The priority sites identified are the Brewery Knoll, Brewery Warehouse Valley, and the former WSDOT Regional headquarters.

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3) Policy Support:

Strategic Goal and Priorities:

- Facilitate Capitol Boulevard Corridor and Brewery Redevelopment
- Pursue Targeted Community Development Opportunities
- Work with partner organizations and jurisdictions to implement our goals to be a more inclusive community

Economic Development Plan Goal #8:

- Encourage economic development that strengthens the Tumwater community
- 

4) Alternatives:

☐ None

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5) Fiscal Notes:

There is no match requirement for this grant.

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6) Attachments:

A. Resolution No. R2024-005

**RESOLUTION NO. R2024-005**

**A RESOLUTION** of the City Council of the City of Tumwater, Washington approving the terms and conditions of a U.S. Environmental Protection Agency (EPA) Cooperative Agreement and accepting a \$500,000 Brownfield Communitywide Assessment Grant.

**WHEREAS**, the City has been awarded a \$500,000 Brownfield Communitywide Assessment Grant by the EPA; and

**WHEREAS**, the EPA Cooperative Agreement will provide funding to characterize and assess brownfield sites, conduct cleanup planning, and foster community engagement; and

**WHEREAS**, the City will focus these funds on brownfield sites in the Brewery District and Capitol Boulevard Corridor; and

**WHEREAS**, there are no matching funds required for this grant.

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

**Section 1. Approval.** The City Council approves the terms and conditions of the Cooperative Agreement attached hereto as Exhibit “A” and accepts the \$500,000 Communitywide Brownfield Assessment Grant. The Community Development Director is directed and authorized to take all actions reasonable and necessary to carry out the terms and objectives of the grant agreement including entering into amendments of the agreement.

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

**Section 3. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this 5<sup>th</sup> day of March, 2024.

CITY OF TUMWATER

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Debbie Sullivan, Mayor

ATTEST:


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Melody Valiant, City Clerk

APPROVED AS TO FORM:

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Karen Kirkpatrick, City Attorney

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 02J48501 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> BF		<b>DATE OF AWARD</b> 11/15/2023
		<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 11/20/2023
		<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b>
		<b>RECIPIENT TYPE:</b> Municipal		
<b>RECIPIENT:</b> City of Tumwater 555 Israel Road SW Tumwater, WA 98501-6515 <b>EIN:</b> 06-4100003		<b>PAYEE:</b> City of Tumwater 555 Israel Road SW Tumwater, WA 98501-6515		
<b>PROJECT MANAGER</b> Austin Ramirez 555 Israel Road Tumwater, WA 98501-6515 <b>Email:</b> aramirez@ci.tumwater.wa.us <b>Phone:</b> 360-754-4188		<b>EPA PROJECT OFFICER</b> Krista Rave-Perkins 1200 6th Ave., Suite 155, 20-C06 Seattle, WA 98101 <b>Email:</b> rave-perkins.krista@epa.gov <b>Phone:</b> 206-553-6686		<b>EPA GRANT SPECIALIST</b> David Herrick GIAB 1200 6th Ave Suite 155 Seattle, WA 98101 <b>Email:</b> herrick.david@epa.gov <b>Phone:</b> 206-553-2579
<b>PROJECT TITLE AND DESCRIPTION</b> City of Tumwater FY2023 Brownfields Community-Wide Assessment Cooperative Agreement See Attachment 1 for project description.				
<b>BUDGET PERIOD</b> 10/01/2023 - 09/30/2027	<b>PROJECT PERIOD</b> 10/01/2023 - 09/30/2027	<b>TOTAL BUDGET PERIOD COST</b> \$500,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$500,000.00	
<p align="center"><b>NOTICE OF AWARD</b></p> <p>Based on your Application dated 11/22/2022 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, EPA Region 10 Mail Code: 17-C04, 1200 Sixth Avenue, Suite 155 Seattle, WA 98101		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 10, Land Chemical and Redevelopment Division R10 - Region 10 1200 Sixth Avenue Suite 155 Seattle, WA 98101		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Peggy D Johnson - Chief, Grants and Interagency Agreements Branch				<b>DATE</b> 11/15/2023



EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$500,000	\$500,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$500,000	\$500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2310BDG116	23	E4	10L4AG7	000D79	4114	-	-	\$500,000
									\$500,000

## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$18,000
2. Fringe Benefits	\$0
3. Travel	\$4,000
4. Equipment	\$0
5. Supplies	\$1,000
6. Contractual	\$477,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$500,000
10. Indirect Costs: 0.00 % Base	\$0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$500,000
12. Total Approved Assistance Amount	\$500,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$500,000
15. Total EPA Amount Awarded To Date	\$500,000

### **Attachment 1 - Project Description**

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for the City of Tumwater to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Tumwater, Washington. Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Priority sites include a 4-acre former brewery facility, a 22-acre vacant warehouse complex with a decommissioned power station, and a 12-acre office complex that has been vacant since 2020. The recipient anticipates conducting 15 Phase I and 10 Phase II environmental site assessments, holding several community meetings, developing 5 site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, and submitting 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Tumwater, Washington. No subawards are included in this assistance agreement.

## **Administrative Conditions**

### **National Administrative Terms and Conditions**

#### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:

[https://www.epa.gov/system/files/documents/2022-09/fy\\_2022\\_epa\\_general\\_terms\\_and\\_conditions\\_effective\\_october\\_1\\_2022\\_or\\_later.pdf](https://www.epa.gov/system/files/documents/2022-09/fy_2022_epa_general_terms_and_conditions_effective_october_1_2022_or_later.pdf)

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>

#### **A. Correspondence**

Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)

MBE/WBE reports (EPA Form 5700-52A): [davidson.lacey@epa.gov](mailto:davidson.lacey@epa.gov)

All other forms/certifications/assurances, Indirect Cost Rate Agreements, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: [wasson.wendy@epa.gov](mailto:wasson.wendy@epa.gov)

Requests for Extensions of the Budget and Project Period, Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables, Amendment Requests, Requests for other Prior Approvals: [rave-perkins.krista@epa.gov](mailto:rave-perkins.krista@epa.gov)

Administrative questions and issues: [herrick.david@epa.gov](mailto:herrick.david@epa.gov)

#### **B. Pre-Award Costs**

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from 10/01/2023 to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## **Programmatic Conditions**

### **FY2023 Brownfields Community-Wide Assessment Cooperative Agreement**

#### **Terms and Conditions**

#### **US EPA Region 10**

Please note that these Terms and Conditions (T&Cs) apply to Brownfield Assessment Cooperative Agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k).

## I. GENERAL FEDERAL REQUIREMENTS

**NOTE: For the purposes of these Terms and Conditions, the term “assessment” includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(i) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.**

### A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2023 competition for Brownfield Assessment cooperative agreements.
2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.
3. A term and condition or other legally binding provision shall be included in all subawards entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.
4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.
5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

## II. SITE ELIGIBILITY REQUIREMENTS

**All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).**

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

### 3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

- i. the State determines there is "no viable responsible party" for the site;
- ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and
- iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

- i. the identity of the State program official contacted;
- ii. the State official's telephone number;
- iii. the date of the contact; and
- iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

## III. GENERAL COOPERATIVE AGREEMENT

### ADMINISTRATIVE REQUIREMENTS

**A. Sufficient Progress**

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

at least 25% of funds have been drawn down and disbursed for eligible activities;  
 a Qualified Environmental Professional(s) has been procured;  
 sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);  
 community engagement activities have been initiated; and/or  
 other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

at least 45% of funds have been drawn down and disbursed for eligible activities;  
 assessments on at least two sites have been initiated; and/or  
 other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

**B. Substantial Involvement**

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:
  - a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.
  - b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.
  - c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).
  - d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

- e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

- f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:
  - i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.
  - ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.
  - iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)
  - iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.
- g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.
- h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over \$250,000 prior to advertising for bids.
- i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)
- j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

- a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
- b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.
- c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.



### C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY23 Community-wide Assessment Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community<sup>[1]</sup> in addition to considering the prioritization criteria identified in the FY23 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY23 application.

[1] When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*, which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life....”. As described in the Executive Order, “underserved communities” may include communities denied the consistent, fair, just, and impartial treatment of all individuals such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,” that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget’s Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory \$200,000 funding limitation for an individual brownfield site. Waiver of this funding limit for a brownfield site must be submitted to the EPA Project Officer and approved prior to the expenditure of funding exceeding \$200,000. In no case may funding for site-specific assessment activities exceed \$350,000 on a site receiving a waiver.

CARs expending funding from a Community-wide Assessment cooperative agreement must include this amount in any total funding expended on the site.

3. If the CAR’s workplan includes **eligible planning activities** to prepare a brownfield site for reuse (see <https://www.epa.gov/brownfields/information-eligible-planning-activities> for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that **procure a contractor(s)** (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) (\$10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were completed before the award of this cooperative agreement. See the [Brownfields Grants: Guidance on Competitively Procuring a Contractor](#) for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. **[If subawards are approved for this agreement] Subawards** are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's [Subaward Policy](#) and [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#) for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

7. **[If the application includes leveraged resources that will materialize during the period of performance] Leveraged Resources** – The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY23 application, EPA may take action as authorized by 2 CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

8. **Cybersecurity** – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law or Tribal law and policy cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. **Geospatial Data** - All **geospatial data** created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

#### D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1<sup>st</sup> quarter); January 1 – March 31 (2<sup>nd</sup> quarter); April 1 – June 30 (3<sup>rd</sup> quarter); and July 1 – September 30 (4<sup>th</sup> quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

The CAR shall refer to and utilize the Quarterly Reporting function within the Assessment, Cleanup and Redevelopment Exchange System (ACRES) to submit quarterly reports unless approval is obtained from the EPA Project Officer to use an alternate format for reports.

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function or to the EPA Project Officer. Quarterly performance reports must include:

- a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.
- b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
- c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.
- d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
- e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.
- f. A budget summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the "other" budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers<sup>[2]</sup> among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

2 Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

g. **[Local governments only]** – For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. **[If subawards are approved as a part of this agreement]** Because the workplan and budget for this agreement include subawards, the CAR is a pass-through entity under the "Establishing and Managing Subaward" General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under [2 CFR § 200.332\(d\)](#), including the following information on subawards as part of the CAR's quarterly performance reporting:

- a. Summaries of results of reviews of financial and programmatic reports;
- b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;
- c. Environmental results the subrecipient achieved;
- d. Summaries of audit findings and related pass-through entity management decisions, if any; and
- e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.332\(e\)](#), [2 CFR § 200.208, Specific conditions](#), and [2 CFR § 200.339, Remedies for Noncompliance](#).

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

## E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

## F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

## IV. FINANCIAL ADMINISTRATION REQUIREMENTS

### A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY23 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).
- b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
- c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
- d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
- e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.
- f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]
- g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. **[Local Governments Only]** – If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous

substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. **[Administrative Costs]** - Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414 [if authorized in the EPA approved scope of work and budget narrative]. **The limit on administrative costs for the CAR under this agreement is \$25,000.** The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term “administrative costs” does not include:

- a. Investigation and identification of the extent of contamination of a brownfield site;
- b. design and performance of a response action; or
- c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
  - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
  - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
  - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
  - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
  - v. Financial reporting under 2 CFR § 200.328;
  - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and
  - vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

4. **[Participant support costs associated with a community liaison]** – If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's

time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in [EPA's Guidance on Participant Support Costs](#).

## **B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient**

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

- a. Cleanup activities;
- b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);
- c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site(s). This nexus must be clearly described in the workplan for the project;
- d. Job training activities unrelated to performing a specific assessment at a site covered by the cooperative agreement;
- e. To pay for a penalty or fine;
- f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
- g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;
- h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and
- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

- a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
- b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
- c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held

in trust by the United States government for an Indian tribe; or

- d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

### **C. Interest-Bearing Accounts and Program Income**

1. In accordance with 2 CFR § 1500.8(b), during the performance period of the cooperative agreement, the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement.
2. Program income for the CAR shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income includes, but is not limited to, fees charged for conducting assessment, site characterizations, cleanup planning, or other activities when the costs for the activities are charged to this agreement.
3. The CAR must deposit advances of cooperative agreement funds and program income (i.e., fees) in an interest-bearing account.
  - a. For interest earned on advances, CARs are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
  - b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 2 CFR § 200.307 and 2 CFR § 1500.8, as applicable.
  - c. Interest earned on program income is considered additional program income.
  - d. The CAR must disburse program income (including interest earned on program income) before requesting additional payments from EPA as required by 2 CFR § 200.305(b)(5).
4. As required by 2 CFR § 200.302, the CAR must maintain accounting records documenting the receipt and disbursement of program income.
5. The recipient must provide as part of its quarterly performance report and final technical report a description of how program income is being used. Further, a report on the amount of program income earned during the award period must be submitted with the quarterly performance report, final technical report, and Federal Financial Report (Standard Form 425).

## **V. ASSESSMENT REQUIREMENTS**

### **A. Authorized Assessment Activities**

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.
2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and



the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

## B. Quality Assurance (QA) Requirements

1. When environmental data are collected as part of the brownfield assessment, the CAR shall comply with [2 CFR § 1500.12](#) requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

2. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 60 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with the [EPA Quality Assurance Project Plan Standard](#) ([https://www.epa.gov/system/files/documents/2023-07/quality\\_assurance\\_project\\_plan\\_standard.pdf](https://www.epa.gov/system/files/documents/2023-07/quality_assurance_project_plan_standard.pdf)). No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. Additional information on the requirements can be found at the EPA Office of Grants and Debarment website at <https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>.

3. The recipient shall notify the EPA Project Officer and the EPA Quality Assurance Manager or designee (hereafter referred to as QAM) when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

4. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the EPA Project Officer and the QAM at least annually and may also be submitted when changes occur (the QAM or EPA Project Officer may add additional specifications).

5. **Competency of Organizations Generating Environmental Measurement Data:** In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA Project Officer for this award.

## C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight

achievements to which this project contributed.

- a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.
  - b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the CAR or subrecipient received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.
  - c. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to EPA's Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo>.
2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
  3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.
  4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

#### **D. All Appropriate Inquiry**

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 "*Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in "*All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content*" (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.
2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed "*All Appropriate Inquiries: Reporting Requirements Checklist for Assessment Grant Recipients*"

(Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at <https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients>. The completed checklist must include:

- a. An **opinion** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.
- b. An identification of **"significant" data gaps** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.
- c. **Qualifications and signature** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

*"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."*

*"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

**Note: Please use either "I/my" or "We/our."**

- d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an **opinion regarding additional appropriate investigation**, if the environmental professional has such an opinion.
3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

#### **E. Completion of Assessment Activities**

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

#### **F. Inclusion of Additional Terms and Conditions**

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

## **VI. PAYMENT AND CLOSEOUT**

For the purposes of these Terms and Conditions, the following definitions apply: "payment" is EPA's transfer of funds to the CAR; "closeout" refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

### **A. Payment Schedule**

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

### **B. Schedule for Closeout**

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.
2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

- a. The CAR must submit the following documentation:

- i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.
- ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

- b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

- c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

### **Davis-Bacon Terms and Conditions For Cooperative Agreements to Governmental Entities**

#### **DAVIS-BACON PREVAILING WAGE TERM AND CONDITION**

The following terms and conditions specify how Cooperative Agreement Recipients (CARs) will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under CERCLA 104(g) and any other statute which makes DB applicable to EPA financial assistance. If a CAR has questions regarding when DB applies, obtaining the correct DB wage determinations, DB contract provisions, or DB compliance monitoring, they should contact the regional Brownfields Coordinator or Project Officer for guidance.

#### **1. Applicability of the Davis-Bacon Prevailing Wage Requirements**

After consultation with DOL, EPA has determined that for Brownfields Grants for remediation of sites contaminated with hazardous

substances and petroleum, DB prevailing wage requirements apply when the project includes the following activities.

Hazardous substances contamination:

- (a) All construction, alteration and repair activity involving the remediation of hazardous substances, including excavation and removal of hazardous substances, construction of caps, barriers, structures which house treatment equipment, and abatement of contamination in buildings.

Petroleum contamination:

- (a) Installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping due to groundwater contamination,
- (b) Soil excavation/replacement when undertaken in conjunction with the installation of public water lines/wells described above, or
- (c) Soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement.

In the above circumstances, all the laborers and mechanics employed by contractors and subcontractors will be covered by the DB requirements for all construction work performed on the site. Other petroleum site cleanup activities such as in situ remediation, and soil excavation/replacement and tank removal when not in conjunction with paving or concrete replacement, will not normally trigger DB requirements.

If the CAR encounters a unique situation at a site (e.g., unusually extensive excavation, construction of permanent facilities to house in situ remediation systems, reconstruction of roadways) that presents uncertainties regarding DB applicability, the CAR must discuss the situation with EPA before authorizing work on that site.

## 2. Obtaining Wage Determinations

- (a) Unless otherwise instructed by EPA on a project specific basis, the CAR shall use the following DOL General Wage Classifications for the locality in which the construction activity subject to DB will take place. CARs must obtain proposed wage determinations for specific localities at <https://sam.gov/>.

- (i) When soliciting competitive contracts, awarding new contracts or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments), the CAR shall use the "Heavy Construction" classification for the following activities:

Hazardous substances contamination: excavation and removal of hazardous substances, construction of caps, barriers, and similar activities that do not involve construction of buildings.

Petroleum contamination: installing piping to connect households or businesses to public water systems or replacing public water system supply well(s) and associated piping, including soil excavation/replacement.

- (ii) When soliciting competitive contracts, awarding new contracts, or issuing ordering instruments, the CAR shall use the "Building Construction" classification for the following activities:

Hazardous substances contamination: construction of structures which house treatment equipment, and abatement of contamination in buildings (other than residential structures less than 4 stories in height).

Petroleum contamination: soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at current or former service station sites, hospitals, fire stations, industrial or freight terminal facilities, or other sites that are associated with a facility that is not used solely for the underground storage of fuel or other contaminant.

(iii) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for soil excavation/replacement, tank removal, and restoring the area by paving or pouring concrete when the soil excavation/replacement occurs in conjunction with both tank removal and paving or concrete replacement at a facility that is used solely for the underground storage of fuel or other contaminant the CAR shall use the "Heavy Construction" classification. (Only applies to petroleum contamination.)

(iv) When soliciting competitive contracts, awarding new contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height the CAR shall use "Residential Construction" classification. (Only applies to hazardous substances contamination.)

Note: CARs must discuss unique situations that may not be covered by the General Wage Classifications described above with EPA. If, based on discussions with a CAR, EPA determines that DB applies to a unique situation (e.g., unusually extensive excavation), the Agency will advise the CAR which General Wage Classification to use based on the nature of the construction activity at the site.

(b) CARs shall obtain the wage determination for the locality in which a Brownfields cleanup activity subject to DB will take place *prior* to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the CAR shall monitor <https://sam.gov/> on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The CAR shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the CAR may request a finding from EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. EPA will provide a report of the Agency's finding to the CAR.

(ii) If the CAR does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless EPA, at the request of the CAR, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The CAR shall monitor <https://sam.gov/> on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(iii) If the CAR carries out Brownfields cleanup activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the CAR shall insert the appropriate DOL wage determination from <https://sam.gov/> into the ordering instrument.

(c) CARs shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a CAR's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the CAR has failed to incorporate a wage

determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the CAR shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The CAR's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

### 3. Contract and Subcontract Provisions

(a) The CAR shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to DB, the following labor standards provisions.

#### (1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor which the CAR obtained under the procedures specified in Item 2, above, and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. CARs shall require that the contractor and subcontractors include the name of the CAR employee or official responsible for monitoring compliance with DB on the poster.

(ii)(A) The CAR, on behalf of EPA, shall require that contracts and subcontracts entered into under this agreement provide that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA Award Official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(ii)(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the CAR agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the CAR to the EPA Award Official. The Award Official will transmit the report to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Award Official or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the CAR do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Award Official shall refer the questions, including the views of all interested parties and the recommendation of the award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the Award Official within the 30-day period that additional time is necessary.

(ii)(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding.

The CAR, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA may, after written notice to the contractor, or CAR take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.



(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CAR who will maintain the records on behalf of EPA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/whd/forms/wh347.pdf> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the CAR for transmission to the EPA, if requested by EPA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the CAR.

(ii)(B) Each payroll submitted to the CAR shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(ii)(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(ii)(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA may, after written notice to the contractor, CAR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### (4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training

Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this term and condition.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors), the CAR, borrower or subrecipient and EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### 4. Contract Provisions for Contracts in Excess of \$100,000

(a) Contract Work Hours and Safety Standards Act. The **CAR** shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **CAR**, upon written request of the Award Official or an authorized representative of the Department of Labor, shall withhold or cause to withhold from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the CAR shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the CAR shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

## 5. Compliance Verification

(a) The CAR shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The CAR must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The CAR shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. CARs must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. CARs shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The CAR shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The CAR shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the CAR must spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. CARs must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the CAR shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The CAR shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) CARs must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/america2.htm>.

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**EPA REGION 10  
FY2023 BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT  
WORKPLAN**

**FOR**

*City of Tumwater, Washington  
Community-Wide Assessment*

**Period of Performance (4 years for Community-Wide and Coalition Assessment Grants):**  
*October 1, 2023 – September 30, 2027*

**Date(s) of Draft Workplan (date each revision):** *June 12, 2023; July 14, 2023; July 18, 2023; July 24, 2023; July 25, 2023; August 9, 2023; August 17, 2023; February 7, 2024*  
**Date of Final Workplan:** *August 17, 2023*

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**EPA Cooperative Agreement Number:** *[BF-XXXXXXXX-0]*

**FY2023 WORKPLAN FOR BROWNFIELDS ASSESSMENT COOPERATIVE AGREEMENT****TABLE OF CONTENTS**

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## 1. INTRODUCTION

### 1.1 Project Description, Goals and Objectives

The City of Tumwater (City; pop. 25,350), known as the end of the Oregon Trail or Cowlitz Trail, is the oldest permanent American settlement on Puget Sound. It is located at the mouth of the Deschutes River where it cascades into Puget Sound at its most southerly point. The City is adjacent to and shares a portion of its boundaries with the Washington state capital, Olympia; both within Thurston County. The Coastal Salish Indian groups, whose descendants are members of the tribes now known as Nisqually, Squaxin Island, and Chehalis, gathered shellfish and frequented the inlets and prairies of Puget Sound for centuries before Euro-American exploration and settlement. The rivers of the County were long-established sites for salmon harvesting, the prairies were popular hunting and plant harvesting sites, and the beaches were replete with shellfish, harvested by native peoples. When the City was founded in 1845, it was named New Market, however by 1863 the City was known as “Tumwater”, a Chinook jargon word for waterfall due to a series of cascades on the Deschutes River that runs through the city and eventually into the sound. The City’s early growth and development was greatly influenced by the close proximity to the power generating falls of the Deschutes River. Most notably, capitalist and beer baron, Leopold Schmidt, founded Olympia Brewery in 1896 on the banks of the Deschutes River along the City’s most traveled arterial, Capitol Boulevard. The Olympia Brewery became not only the City’s economic engine but also its defining character of its identity. From the early 1900s to the early 2000s, a series of economic disruptions would hamper Tumwater’s growth and success, eventually shutting down the brewery permanently in 2003. This resulted in the loss of almost 500 jobs, a loss of significant revenue for the City, and blight and brownfields visible from Tumwater’s most traversed transportation corridors (Interstate-5 and Capitol Boulevard). Compounding many existing issues years prior, including Interstate-5 construction in the 1950s which bifurcated the city and destroyed Tumwater’s vibrant and historic downtown corridor., the City intends to use funds to support community-driven revitalization in two Target Areas:

**Brewery District – Census Tract 108.02:** The Brewery District encompasses approximately 300 acres comprised of former industrial properties, the Historic Olympia Brewery Tower, public recreation facilities (Historical Park and Tumwater Valley Golf Course), residential and commercial areas, and sensitive riverfront on the Deschutes River. The 32-acre historic Olympia Brewery complex is now comprised of 35 individual properties with 8 different owners (the City owns 5 properties). The majority of the Brewery District is in a federally designated floodplain, including a special flood hazard area. Past industrial uses, as well as more recent contamination events, have left many brewery district properties infeasible to develop due to suspected contaminants. Additionally, there are several vacant buildings that are asbestos-laden and that require constant security to prevent illegal access, injury, and theft. These buildings have become attractive to the region’s large homeless population seeking shelter and/or scrap material and pose significant health risks to an already vulnerable population. Assessment funds will be used to create a brownfields inventory of the Brewery District Target Area and perform Phase I and Phase II assessments. Additional activities include the development of an EPA approved Quality Assurance Project Plan (QAPP) for the entire grant area, as well as site-specific Sampling and



Analysis Plans (SAPs) with Health and Safety Plans (HASPs). Property Profile Forms (PPFs) and AAI forms will also be prepared.

Addressing contamination within the Brewery District will also protect past, present, and future community investments made to reclaim and protect Tumwater's economic and environmental vitality, such as Brewery Park at Tumwater Falls, the Tumwater Craft District, and a new City wellfield.

Recognizing the challenges of redeveloping the former brewery complex, the City looked to build momentum by partnering with a developer on a site adjacent to the Brewery District. The result is the Tumwater Craft District, an exciting new mixed-use development that was born out of a community vision and passion for a handcrafted experience with deep roots in Tumwater's brewing history. With local makers at the forefront, the District's masterplan has evolved into a collaboration amongst local businesses to create a unique experience that blends education with industry. The District is built around South Puget Sound Community College's Craft Brewing and Distilling facility, which offers a degree in Craft Brewing and Distilling. A market building will open next year and feature multiple vendors surrounding a livable common space, including a winery, cidery, brewery, restaurants, bakery, boutique, popup vendors, and personal services. One-hundred multi-family units of housing will also be breaking ground next year, as well as buildings for a dedicated restaurant, professional office spaces, and a small business incubator/startup space. Each of the buildings will surround a 2,000 person amphitheater, with views of the Deschutes River Valley.

**Capitol Boulevard Corridor – Census Tract 108.02:** This Target Area concentrates on Capitol Boulevard between the Southgate shopping center area and Israel Road. Capitol Boulevard functions as a major arterial, carrying heavy traffic around and through Tumwater. It is also a historic major route as a segment of the old Highway 99 alignment that extends from Canada to Mexico. Prior to 1980, Capitol Boulevard was a center for commerce and activity. With the growth of regional commercial areas in and around Tumwater, that prior vibrancy has declined over the past three decades. The street is now primarily automobile-oriented despite community interest in walking and biking. It has not been the location of significant new private investment for some time, with many properties along the corridor left vacant and underutilized. The growth of State office buildings at the south end of the corridor in the late 1990s did not spur much development in the rest of the corridor. The City is currently working with the Washington State Department of Transportation (WSDOT) to purchase a former state maintenance and headquarters facility within the Corridor, which has been identified as an anchor for redevelopment due to its size and location. Petroleum-related contaminants are suspected due to the historical use of the property. Assessment funds would also be used to create a brownfields inventory of the Corridor in order to not only identify potential properties, but to also prioritize them for redevelopment.

Three priority sites have been selected as a result of community input, formal planning efforts, and their potential to catalyze community-driven revitalization:

**Priority Site 1, The Knoll (Target Area: Brewery):** This privately-owned site is approximately 4 acres and is located at 205 Custer Way, Tumwater. It is directly adjacent to the Deschutes River. Three structures remain on the site from the former brewery, including the 5-story brewhouse (footprint: 75,900 square feet, GSF: 265,600 square feet), the 3-story office and bottling facility (footprint: 30,000 square feet,

GSF: 73,000 square feet), and a 4-story fermentation and storage facility (footprint: 6,000 square feet, GSF: 33,500 square feet). The Knoll site was the location of two significant contamination events:

- 2018, a campfire from a homeless individual led to a major fire, partially destroying the structure. The blaze required more than a million gallons of water to extinguish. Several floors collapsed, leaving mixed debris and suspected contaminants throughout the remaining structure.
- 2019: A looter attempted to steal copper from a transformer at the former Olympia Brewery, not realizing the transformer was live. The person was killed, and also caused 600 gallons of PCB-contaminated oil to spill into the Deschutes River and Capitol Lake. Clean-up took approximately one year and cost almost \$14,000,000, which the Washington Department of Ecology (ECY) financed and oversaw.

This site continues to experience regular public safety issues. Despite efforts to close off all structures, the security company responsible for the property reports that it regularly finds homeless individuals using the structures, often with several campfires and cook stoves. Lead and asbestos are presumed due to the age of many structures. There are also concerns that the fire in 2018 exacerbated contamination issues.

**Priority Site 2, The Warehouse (Target Area: Brewery)**: This privately-owned site is approximately 22 acres and is located at 4090 Capitol Boulevard SE, Tumwater. It is directly adjacent to the Deschutes River. The former brewery's warehouse (footprint: 250,000 square feet, GSF: 300,000 square feet) is on this site, and was built in phases from the 1950s to the 1990s. Various small structures also remain on the site that were used as a mix of storage and auto repair for the brewery's fleet. A portion of the site is intersected by rail (Union Pacific) with an overpass (Capitol Boulevard bridge). The site also has a decommissioned power station that once served the brewery complex. Following the PCB incident at the Knoll in 2019, some of the PCB-contaminated transformers were moved from the Knoll to the Warehouse for storage and additional inspection. During this period, oil from the transformers spilled into a drain and required additional remediation by ECY. Initial soil testing was completed however additional analysis is required. Like the structures at the Knoll, the Warehouse is attractive to the area's homeless population for shelter. It has also been used as an illegal dumping ground, with people repairing and leaving vehicles on site. Lead and asbestos are presumed due to the age of many structures. Petroleum is also of concern due to the history of auto repair during brewery operations. The current owner of the Knoll and this site (since 2016) recently met with City staff and community leaders to discuss redevelopment options, including public or non-profit ownership options. There is a known history of flooding on this priority site. With support from the state legislature, the City is working with a consultant to complete a study that will identify alternatives to reduce/eliminate flooding and erosion, include preliminary designs for flood remediation and riparian area improvement. This may also include mitigation measures due to the exacerbated impacts from climate change.

**Priority Site 3, The WSDOT Facility (Target Area: Capital Blvd)**: This site is approximately 12 acres and is located at 5720 Capitol Blvd SE SW, Tumwater. There are six structures (some multi-storied) on this site ranging from approximately 16,000 square feet to 230,000 square feet and built at various times from the 1950s-1970s. The site is currently owned by the WSDOT and has been used historically as a regional headquarters complex. It was vacated in 2020. WSDOT and the City are in early discussions for the City to purchase the property in 2023. This site has been identified as a keystone redevelopment

opportunity for the Capitol Boulevard Corridor Target Area, with a vision for a mixed-use commercial and residential development further described in 1.b.i. Lead and asbestos are presumed due to the age of many structures, and petroleum is also of concern due to the historic use of the site.

## 1.2 Organizational Structure and Responsibilities

The City has the organizational capacity and experience necessary to successfully manage this project:

**Austin Ramirez, Economic Development Manager:** The project director for this grant will be Mr. Ramirez and all staff and consultants will report to him and he will be responsible for the completion and compliance of all grant tasks. Mr. Ramirez has over 6 years of experience in community and economic development including successful grant management, strategic planning and reuse of brownfields sites, and facilitating inclusive community engagement. Grant sources include the HUD CDBG, numerous programs with the Oregon Business Development Department, the Coronavirus Aid, Relief, and Economic Security Act (CARES), and the American Rescue Plan Act (ARPA). In his previous position with Lane County, Oregon, Mr. Ramirez was a member of the Lane County, Eugene, and Springfield Brownfield Coalition team for four years. He has a master's degree in Public Administration and will be supported by the following key staff:

**Lisa Parks, City Administrator:** Lisa Parks joined the City in June 2023. She has more than three decades of working with various local governments on cooperative regional initiatives and executive management of government operations. Parks most recently served as the Executive Services Director for the Port of Olympia. Parks has a Bachelor of Arts in Urban and Regional Planning from Eastern Washington University. She was a senior planner with Maul Foster Alongi, in Seattle. Prior to that, she was the Executive Director of the Port of Douglas County for nine years in Wenatchee, Washington.

**Mike Matlock, AICP, Community Development Director:** Mr. Matlock has been a land use planner for 37 years. He previously held positions in the Pierce County Planning Department and as the City Planner for the City of DuPont, before joining the City of Tumwater in 1990. Over the years, Mike has held a number of different positions with Tumwater and is currently the Community Development Director. He has significant experience identifying and resolving land ownership, liability, zoning, permitting, and entitlement issues. He is also a member of the American Institute of Certified Planners (AICP).

**Troy Niemeyer, CFE, Finance Director:** Mr. Niemeyer is the Finance Director at the City of Tumwater and has been in that position for a year and a half. Prior to that he worked at the Washington State Auditor's Office for 15 years, auditing and supervising audits of state and local governments. This includes financial statement audits and single audits to ensure compliance with federal grant requirements. Troy has also managed the state whistleblower program and an IT audit team before being promoted to Assistant Director over the state audit division. In that role Troy oversaw all financial and accountability audits of state agencies, universities, and community colleges, plus whistleblower and fraud investigations. He is a Certified Fraud Examiner.

Mr. Ramirez will coordinate with other staff and community partners to ensure the expected project outputs and outcomes are achieved. He will also lead the procurement and management of the QEP.

Additionally, the Cooperative Agreement outlines the responsibilities of the City and the EPA required for successful project completion.

The City's responsibilities include:

1. Comply with all terms and conditions of the cooperative agreement made with EPA;
2. Maintain detailed financial records and submit financial reports to EPA as required;
3. Prepare and submit timely financial drawdown requests to EPA with accurate draws against hazardous substances and petroleum funding based upon a documented methodology for both site-specific costs and non-site specific costs;
4. Prepare and submit quarterly progress reports, the final technical report, and other technical reports including all deliverables;
5. Maintain list of sites assessed and track funding (hazardous substances and petroleum) expended by site to be reported in ACRES, and quarterly and final progress reports;
6. Complete timely on-line ACRES database reporting to track all properties assessed under the cooperative agreement;
7. Expend funds only on eligible activities;
8. Comply with requirements of 4LA § 104(k) and applicable federal and state laws when conducting assessment activities;
9. Comply with competitive procurement requirements of 2 CFR Part 200.317-326 (State and Local Governments);
10. Ensure that contractors comply with cooperative agreement terms and conditions;
11. Carefully manage grant funds to control cost overruns and coordinate with EPA Project Manager if budget revisions are necessary; and
12. Ensure that the final report adequately addresses the achievement of agreed-upon outputs/outcomes, and/or provide a satisfactory explanation for falling short in final report.

The City will work closely with the EPA and the Washington Department of Ecology (Ecology) to achieve Project objectives and prepare plans and reports. The City will also coordinate with EPA and Ecology to establish site eligibility and enroll brownfield sites in appropriate cleanup programs. Tumwater will coordinate as needed with Ecology and EPA for technical support, resolution of regulatory or procedural issues, and interpretation of regulations and guidance documents.

### **1.3 Project Outputs and Outcomes**

The following outputs will be tracked and documented:

- number of quarterly progress reports, other required reports to fulfill grant requirements;
- number of monthly project team meetings;
- number of ACRES updates;
- number of Brownfield conferences or regional workshops attended;
- number of brownfield sites identified and prioritized;
- number of Property Eligibility Determinations (PEDs) completed;
- number of Phase I Environmental Site Assessments (ESAs) performed;

- number of Phase II ESAs/Hazardous Materials Assessments performed;
- number of Remedial Action Plans/Remediation Workplans (RAP/RWP)/Feasibility Studies/or Analysis of Brownfield Cleanup Alternatives (ABCAs) completed;
- number of Community Outreach activities undertaken (e.g. community education/stakeholder meetings);
- number of Community Outreach materials updated or developed (e.g. public involvement plan developed, webpage content updates, press releases, fact sheets)
- number of Quality Assurance Project Plans (QAPPs) and Sampling and Analysis Plans (SAPs);
- number of reuse plans (e.g. infrastructure evaluations, market viability evaluations)

The City will document, track and evaluate the following outcomes during the term of the assessment grant for brownfield sites on which assessment funding is utilized:

- number of sites and total acres of land assessed;
- amount of private investment leveraged from assessment projects;
- amount of public funding leveraged from assessment projects;
- acres of property redeveloped;
- number of jobs created or retained on property assessed and redeveloped;
- increased taxable value of property assessed and redeveloped.

Progress toward these outcomes will be documented in quarterly reports submitted to the EPA and in the Assessment, Cleanup and Redevelopment Exchange System (ACRES).

## 2. **PROJECT TASK DESCRIPTIONS**

Upon award confirmation, the City will begin working immediately with the EPA Project Officer to develop an approved Work Plan. Once approved, the City will select a Qualified Environmental Professional (QEP) in conformance with local and federal requirements (2 CFR 200 and 2CFR Part 1500). The City and project team will complete the following tasks:

### 2.1 **TASK 1 – PROJECT MANAGEMENT AND REPORTING**

<b>Task 1: Project Management and Reporting</b>	
i.	<u>Implementation</u> : The City will provide management and oversight of the project and its Cooperative Agreement, including all coordination with the EPA, QEP, and other involved parties. Activities include: budget management, coordination of meetings, monitoring and reporting, and participation in brownfields training opportunities. The City will meet monthly (and as needed) with the QEP to discuss progress on tasks, and will review project's milestones quarterly to evaluate progress within the specified timeframe.
ii.	<u>Schedule</u> : ongoing throughout the grant period.
iii.	<u>Leads</u> : City staff, with support from the QEP.
iv.	<u>Outputs</u> : Monthly team meetings, 15 Quarterly Progress Reports (QPRs), regular ACRES entries, annual reports (MBE/WBE and Federal Financial Reports (FFRs), a final Grant

Closeout Report, and participation in at least two national/regional brownfields conferences, workshops, or webinars.

#### 2.1.1 Project Management

Project Management will be the responsibility of the City, with support from the QEP. Monthly meetings will be held by the project team to track progress, stay on budget and timeline of deliverables, and discuss project implementation plans. Project management activities will be continuous throughout the grant period.

#### 2.1.2 Project Reporting - Periodic

The City, with support from the QEP, will submit Quarterly Progress Reports within 30 days of the end of each federal fiscal quarter ending December, March, June, and September (due by January 30, April 30, July 30, and October 30). The City will submit property specific information reflecting site specific activities within 30 days after the end of the Federal fiscal quarter in which the event occurred. Quarterly property profiles will be completed and updated in ACRES for each property where funds are expended. The City also will prepare annual financial status reports on the program progress for the EPA.

#### 2.1.3 Staff Training/Travel

Staff training and travel costs associated with attendance at regional and national brownfields conferences and other brownfields educational opportunities for one member of the City project staff are included in the budget. Local travel will be reimbursed at agency rates, not to exceed federal reimbursement rates.

#### 2.1.4 Contractor Procurement

The City will follow best practices and procedures for contractor procurement (2 CFR 200 and 2CFR Part 1500) to select a QEP to assist with project implementation. The process will include advertising an RFQ on the City's dedicated RFPs/RFQs webpage, local newspaper, and the Washington Office of Minority and Women's Business Enterprises bids and opportunities website. A selection committee will be formed to recommend a QEP based on qualifications and prior experience, which will then be brought to Tumwater City Council for final approval. The selected QEP will be experienced in all aspects of EPA Assessment Grant management and have extensive experience with, and understanding of the MTCA.

All costs associated with this process will be provided in-kind by the City.

#### 2.1.5 Final Performance Report

A final performance report will be prepared by the QEP and submitted to the City of Tumwater Project Manager for review and approval. The City will submit the report electronically to the EPA Brownfields Project Manager within 120 calendar days after the expiration or termination of the cooperative agreement. The report will contain the same information as the Quarterly

Progress Reports but will cover the entire project period and may include before and after photos of the assessment of sites that have been redeveloped. In addition, the Final Performance Report will specifically address lessons learned by the City and QEP in implementing the brownfields assessment(s) successes achieved.

## 2.2 **TASK 2 – COMMUNITY ENGAGEMENT**

<b>Task 2: Community Engagement</b>	
i.	<b>Implementation:</b> The City's development of the Brewery District Plan and Capitol Boulevard Corridor Plan involved robust community outreach and resulted in community driven-reuse visions for the Priority Sites. Community outreach will be used to identify other brownfield opportunities in the Target Areas, including: direct contact with property owners, developers, real estate professionals; and broader marketing through the City's and community partners' communication channels. The City will also co-host a Vision 2 Action community visioning workshop for the WSDOT Priority Site. Activities include: development of a Public Involvement Plan (PIP), dedicated webpage on the City's website, press releases and other educational materials related to grant implementation, a Vision 2 Action workshop, and a minimum of two community outreach meetings per year. Participant Support Costs (PSC) will also be included in this task in order to cover community member costs that would hinder their participation thus maximizing community engagement.
ii.	<b>Schedule:</b> Task 2 will be ongoing throughout the grant period. Creation of the PIP, webpage, and initial press release will be completed during the first quarter of the project. The first community outreach meeting will occur in the same period, and then recur twice per year at minimum (more as needed).
iii.	<b>Leads:</b> City staff, with support from a consultant or community based organization, and community partners.
iv.	<b>Outputs:</b> PIP, dedicated City webpage, press releases, educational materials, and community outreach meetings.

The City is also working with CCLR, the technical assistance to brownfields provider for EPA Region 10, on hosting a Vision 2 Action workshop for one of the Priority Sites. This will improve community engagement, while also leveraging additional funds into the assessment grant work plan. The visioning exercise would allow staff, project partners and the community to work together to:

- Engage with brownfield issues in a non-literature intensive forum.
- Allow for the community to share publicly their own priorities and visions for redevelopment of the brownfields site.
- Obtain generalized community input on what residents would like to see incorporated

- into the brownfield redevelopment site design.
- Obtain community “buy-in” in for the project.

### 2.2.1 Community Outreach and Involvement

Building off its already strong relationship with the community, the City will use its experience and knowledge to ensure that meaningful community engagement is incorporated into planning processes for services and projects. Community input has been critical to the development of the reuse strategies for the Target Areas. City staff will continue to request, respond to, and incorporate public input as assessment and reuse activities progress. Targeted social media will facilitate virtual engagement and will be used to provide regular updates, while community outreach meetings will be conducted to provide in-person and virtual opportunities for community input (which will also be used in case COVID restrictions are necessary). In-person meetings will be held in ADA compliant locations to ensure accessibility for attendees. The City will also maintain a webpage exclusively for updates regarding implementation of the assessment grant in the Target Areas, including summaries of past meetings and future opportunities for public input. Members of the public will also be invited to attend updates on the project at public forums including City Council meetings, City Council Work Sessions, and Planning Commission Meetings. In early 2023, the City and Thurston Economic Development Council will begin co-convening a recurring **Brewery District Work Group** comprised of local industry professionals and stakeholders to gather input and discuss reuse strategies/opportunities. This **framework** and subsequent outcomes will be applied to the **Capitol Boulevard Corridor Target Area** as well, in which stakeholders will form a **Capitol Boulevard Work Group** to provide structure to the project as well as maintain open communication and transparency with the public.

City staff will continue engaging with the Squaxin Island Tribe to facilitate collaboration on grant implementation where appropriate. As both Tumwater and the Squaxin Island Tribe are co-managers of the Deschutes River Watershed, there is shared interest in protecting water quality and preventing further contamination. Representatives from the Squaxin Island Tribe will be invited to project team meetings and guided tours of the brownfields project area, and will also receive monthly updates from the City on grant implementation to identify additional areas to collaborate. The Squaxin Island Tribe will be providing a letter to the City in support of this project’s goals.

### 2.2.2 Project Updates and Other Public Information

Following notice of an Assessment Grant award, the City will announce the award and the availability of the draft Work Plan to the community through a press release and by posting a notice on the City’s website. The City will send written or electronic notices to the Community Partners identified in this application and local business leaders (bankers, real estate brokers, developers). The City will post information to their social media pages, which will allow the community to interact with the City during the entire project. Hard copies of the draft Work Plan will be made available at City Hall for access by those without computer access. The public will be able to provide comments verbally to City staff, electronically, and in writing. The comments



will be discussed during a public meeting hosted by the City. The draft Work Plan will be modified in response to relevant comments as appropriate. Kick-off meetings will be recorded and posted online for community members who cannot attend. Meeting materials/minutes will be posted on the City's website with hard copies available at City Hall. The City will present the reasoning for site selection at public meetings and solicit feedback.

Following Work Plan approval, the City will schedule a public kick-off meeting to acquaint the community with the project and its goals. The public will be asked to identify brownfields they feel are impacting community health and welfare, which will be added to the inventory. After completing an assessment, information will flow outward to the community, notifying local stakeholders of results, and explaining health and environmental impacts. Assessment results will be posted on the City's website, with hard copies available as previously described. If health threats are identified, written notices will be sent to impacted citizens and the Thurston County Health Department will be contacted. When cleanup and/or redevelopment planning is initiated, explanations of plans and solicitation of comments on those plans will be implemented. Monthly updates will be provided at public meetings and the project team will attend community organization meetings to discuss project results. At project close, the City will hold a final public meeting to discuss the project outcomes. Virtual options will be provided for those unable to attend in person or uncomfortable attending due to COVID.

## 2.3 **TASK 3 – SITE INVENTORY AND/OR CHARACTERIZATION**

### **Task 3: Inventory and ESAs**

- i. **Implementation:** The majority of assessment grant funds (86%) will be allocated to performing an inventory of the Target Areas and assessments at the Priority Sites and other sites selected during the inventory completion. Sites will be selected for assessment and prioritized based on the following criteria: 1) alignment with reuse strategies and community input; 2) ability to attract additional investment; 3) potential for positive impacts to environmental and public health; 4) degree to which a site addresses environmental justice issues; 5) economic impact potential; and 6) ability to improve quality of life for existing community members. Selection and assessment will also rely on cooperation from property owners. A site access agreement letter will be developed to facilitate successful cooperation amongst all parties. Phase I and Phase II ESAs will be completed in accordance with ASTM standards (E1527-13 and or 21 and other standards as required), the All Appropriate Inquiries (AAI) rule, and the Model Toxics Control Act (MTCA), Washington's regulatory framework. The Washington Department of Ecology and Thurston County Public Health Department will be notified of any identified health threats. Health monitoring will also be completed if needed. Additional activities include the development of an EPA approved Quality Assurance Project Plan (QAPP) for the entire grant area, as well as site-specific Sampling and Analysis Plans (SAPs) with Health and Safety Plans (HASPs). Property Profile Forms (PPFs) and AAI forms will also be prepared.
- ii. **Schedule:** Task 3 will be ongoing throughout the grant period. Assessments of the

Priority Sites will begin in year one of the grant period.	
iii.	<u>Leads</u> : QEP, in coordination with and support from City staff.
iv.	<u>Outputs</u> : Brownfields Inventory in the Target Areas, site access agreement letters, Grant-wide QAPP, 25 PPFs, 15 Phase I reports, 10 HASPs and 10 SAPs, and 10 Phase II reports.

### 2.3.1 Site Inventory

The City has never completed a brownfields site inventory, but both Target Areas have properties with known and suspected contamination. It is expected that additional brownfield sites will be identified through community engagement and surveys, which will be used to develop a comprehensive site inventory of the Target Areas. Similar to how the Priority Sites were selected, additional sites may be selected for assessment based on community input, formal planning efforts, and their potential to catalyze community-driven revitalization.

### 2.3.2 Candidate Site Identification and Eligibility Determination

The City will choose site selection criteria that support specific community needs and goals. The criteria will support specific community needs, Justice40 principles, and the City of Tumwater Comprehensive Plan goals. Criteria may include the site's potential to: 1) catalyze redevelopment, 2) enhance existing communities, 3) foster equitable housing options, 4) support public and/or environmental health, 5) address environmental justice concerns, 6) align redevelopment with planning efforts; and 7) leverage additional investment. Property owner willingness to provide access will also be one of the site selection criteria, to ensure we can assess and plan for redevelopment of brownfields within the project timeframe. Point values will be assigned to the criteria, and sites will be scored to help the City prioritize sites for assessment.

An access agreement letter will be developed, outlining the purposes of proposed assessments and establishing guidelines including notification periods, minimizing interference with operations, restoring property impacted by the assessment, and other relevant information. Eligibility determinations will be completed by the City and QEP and submitted to EPA for each site prior to completing assessment work on brownfield sites.

### 2.3.3 Site Characterization – Phase I Assessment

The QEP will complete Phase I Environmental Site Assessments (ESAs). The City will ensure that a "Phase I" site characterization and assessment carried out using grant funds will be performed in accordance with EPA's standard for all appropriate inquiries. The City will utilize the practices in ASTM standard E1527-21 "Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process," or EPA's All Appropriate Inquiries Final Rule "All Appropriate Inquiries Rule: Reporting Requirements Checklist for Assessment Grant Recipients", (Publication Number: EPA 560-R-11-030). This does not preclude the use of grant funds for

additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable State standards.

All Appropriate Inquiries (AAI) final reports submitted to EPA Brownfields Project Managers as deliverables using grant funds will be accompanied by a completed "[AAI Rule: Reporting Requirements Checklist for Assessment Grant Recipients](#)."

#### 2.3.4 Site Characterization – Phase II Assessment

The QEP will perform additional assessments (Phase II Environmental Site Assessments or site investigation activities and hazardous materials surveys) on EPA-approved sites with grant funds. If health threats are identified during Phase II ESAs, WA Dept. of Ecology and Thurston County Health will be notified and health monitoring may be completed.

#### 2.3.5 ESA and NHPA requirements

EPA has certain requirements under the Endangered Species Act (ESA) and National Historic Preservation Act (NHPA), which EPA must meet before giving approval with field work under the cooperative agreement.. The City will assist EPA in conducting this requirement by conducting the following:

- Providing the location of the property being assessed;
- identifying any threatened or endangered species or habitat that may be adversely affected by the project;
- identifying any cultural resources that may be adversely affected by the project;
- conferring with State Historic Preservation officer regarding cultural resource affects, if any; and
- consulting with Tribes regarding cultural resource affects, if any.

#### 2.3.6 Quality Assurance Project Plan (QAPP) and Health and Safety Plan

A draft overarching/master programmatic Quality Assurance Project Plan (QAPP), supplemented with Site-Specific Sampling and Analysis Plans (SSSAPs) for each Phase II assessment, will be prepared by the QEP. The draft QAPP and SSSAPs will be submitted to the EPA Project Manager for review at least 60 days prior to any work involving direct measurements or data generation, environmental modeling, compilation of data from literature, existing reports, studies or electronic media, and data supporting the design, construction, and operation of environmental technology. No work will be started on such activities until the EPA Project Manager and the EPA Quality Assurance Manager have approved the QAPP and SSSAPs. As needed, City project staff and the QEP will participate in the pre-QAPP conference call and subsequent calls to obtain guidance on items that need to be included in the QAPP to make it approvable.

A Health and Safety Plan (HASP) will also be completed by the QEP for each site prior to field work and will be provided to the EPA Project Manager.

#### 2.3.7 Integrating Sustainability

The City of Tumwater committed to reducing community-wide greenhouse gas emissions 45 percent by 2030 and 85 percent by 2050, compared to 2015 levels. The City intends to do this primarily through the implementation of the Thurston Climate Mitigation Plan. The Thurston Climate Mitigation Plan was developed hand-in-hand with community members, youth climate activists, local grassroots advocacy groups, the City of Olympia, the City of Lacey, and Thurston County. This Plan, accepted by Tumwater in 2021, includes 72 actions projected to reduce emissions.

Additionally, there are many ways to reduce the environmental footprint of site work including:

- Utilize fuel efficient vehicles
- Reduce miles traveled while conducting site work
- Purchase or lease more sustainable equipment, supplies, and services
- Implement sustainable materials management practices (reduce, reuse, recycle)
- Consider efficiencies to traditional travel or consider alternatives
- Consider other practices that directly reduce water, materials, climate, energy, or air impacts

## 2.4 **TASK 4 – PLANNING**

<b>Task 4: Planning</b>	
i.	<u>Implementation</u> : Remediation planning and reuse planning (as needed, given the significant reuse planning already completed) will be completed for brownfield sites with known and legitimate redevelopment interest or activity.
ii.	<u>Schedule</u> : Ongoing throughout the grant period. It is anticipated that RWP's, FSs, and/or ABCA's will be completed or updated each year of the grant period.
iii.	<u>Leads</u> : The QEP will lead remediation planning, however City staff will lead reuse planning with support from community partners.
iv.	<u>Outputs</u> : Each of the three priority sites will receive a completed RWP, FS, ABCA, infrastructure evaluations, and market viability evaluations. At least two other sites identified during the brownfields inventory process will receive RWP's, FSs, and ABCAs.

### 2.4.1 Analysis of Conditions of Project Area/High Priority Sites

Each of the Priority Sites are already identified in formal planning documents that determine feasible land reuses, identify available and required infrastructure, and conduct market analyses for potential reuse. The Priority Sites also integrate into the goals of the City's Comprehensive Plan.

Environmental justice and equity considerations will be taken into account when assessing and cleaning up brownfield sites, including reducing toxicity, illegal dumping, and blighted vacant

parcels within the area; creating greenspace, recreational property, and non-profit uses (e.g., health clinics, youth centers, non-profit housing, etc.); and avoiding displacement of residents living within the project area.

#### 2.4.2 Development of Draft Area-Wide Plan

A draft Area-Wide Plan will be developed throughout the grant period. The plan will include:

- A summary of the community involvement activities, priorities identified, and a statement which clearly describe how the community input is reflected throughout the plan's recommendations and strategies;
- The results from research on brownfields and project area conditions, including known environmental conditions, data gaps and other existing conditions (such as environmental/social/health conditions, economic realities/market potential, and state of infrastructure in the project area);
- Specific reuse scenarios/plans for the catalyst, high priority brownfield sites;
- Information on how assessment and cleanup of those sites will be influenced by the reuse strategies;
- A detailed action plan which identifies specific actions, resources available, and resources needed to implement the plan, such as:
  - Assessment and cleanup activities needed to be compatible with the brownfields reuse scenarios;
  - Catalyst, high-priority brownfield site(s) improvements and other project area improvements (e.g., infrastructure investments) needed to support brownfields reuse and advance sustainable and equitable revitalization within the project area;
  - What actions are needed near-term versus long-term, and prioritized projects that indicate where/how to start implementing the plan;
  - Who is going to lead each effort (partners involved or needed);
  - Specific sources of funding, investment and other resources needed in the project area.

#### 2.4.3 Finalizing Area-Wide Plan

Finalizing the Area-Wide Plan will include:

- Completing any revisions to the plan/implementation strategy based on feedback received and creating a final document;
- Guided tours of brownfields project area with Community Partners to better understand revitalization challenges and opportunities;
- Posting the plan online, having one or more hard copies available publicly, and holding community information sessions at public meetings;
- Working with project partners and the community to identify the specific next steps and action items to be done, and who will do them, upon completion of the plan and this EPA cooperative agreement.

#### 2.4.4 Site-Specific Reuse Planning

Reuse planning will be led by the City. The plans will factor in reuse costs, feasibility, and establish environmental objectives at the sites in accordance with applicable cleanup regulations. The City will work with public health officials to find the appropriate course of action to protect human health and the environment.

#### 2.4.5 Site-Specific Cleanup Planning

The City and QEP will submit ABCAs that summarize the following information: site description and contamination (i.e., exposure pathways, contaminant sources, types and levels of contamination, etc.); cleanup standards; and applicable laws. The ABCA will also discuss alternatives considered (at least two, evaluated in terms of effectiveness, implementability, and cost) and the proposed cleanup plan. This document will go out for public comment 30 days prior to beginning cleanup. The City and QEP will submit the ABCA for review by Ecology prior to making the document available for public comment to ensure that cleanup plans will be acceptable to the State.

The evaluation of alternatives will also consider the resilience of the remedial options in light of reasonably foreseeable changing climate conditions (e.g., sea level rise, increased frequency and intensity of flooding and/or extreme weather events, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The City and QEP will utilize the EPA [ABCA checklist](#) to help guide cleanup planning.

#### 2.4.6 Final Site-specific Cleanup Plan and Remedial Design

After the Public Notice and comment period on the ABCA, the City and the QEP will document any significant comments received and how they were/are being responded to (such as a change in the cleanup plan, if there is such a change) and the final cleanup plan to be implemented with grant funds. The Final Cleanup Plan will include the cleanup standards to be achieved and any institutional, land use or engineering controls that will be required as part of the cleanup. This will also be submitted to Ecology for concurrence that the Cleanup Plan can be expected to meet Washington cleanup requirements.

### 3. SCHEDULE AND DELIVERABLES

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
FY2023_Q4	Conduct procurement process for QEP	X			

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
FY2023_Q4	1 <sup>st</sup> Public Meeting Update on Project	X	X		
FY2024_Q1	Press Release	X			
FY2024_Q1	Community Meeting – Kick off with Community Partners	X	X		
FY2024_Q2	Inventory developed & Site Selection Criteria set	X			
FY2024_Q2	Top sites selected	X	X		
Months 10-48	Site Assessments, Phase I and II reports, AAI checklists, and ACRES entries	X	X		
Month 15	2 <sup>nd</sup> Public Meeting Update on Project	X	X		
Month 27	3 <sup>rd</sup> Public Meeting Update on Project	X	X		
Month 39	4 <sup>th</sup> Public Meeting Update on Project	X	X		
Ongoing - At least 30 days before assessment is scheduled to begin	Site eligibility requested & confirmed (for petroleum include State)	X	X		
Before fieldwork begins	<ul style="list-style-type: none"> <li>Quality Assurance Project Plan (QAPP)/Sampling &amp; Analysis Plan (SAP)</li> <li>Health and Safety Plan</li> </ul>	X			
Before field work begins	Endangered Species Act (ESA) & National Historic Preservation Act (NHPA) Letters	X			
Ongoing	Monthly Project Team meetings				
Ongoing	Social Media and Website Updates				

DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Ongoing	Site Assessments Begin				
Ongoing	Phase I and II Reports submitted AAI Checklists required w/ Phase I	X	X		
Ongoing	Property Profile Forms entered in ACRES or submitted to PM	X			
Each Federal Fiscal Quarter - Oct-Dec; Jan- Mar; Apr-Jun; Jul-Sept	Quarterly Progress Reports (QPRs) Due Jan 30, Apr 30, July 30, Oct 30	X			
Annually	DBE Report (MBE/WBE) (DBE = Disadvantaged Business Enterprises) Reports must be submitted <b>annually</b> by October 30th of each year. For forms & more information, visit: <a href="https://www.epa.gov/resources-small-businesses">https://www.epa.gov/resources-small-businesses</a>	X (copy)		X	
As Needed	Requests for Reimbursement – see Administrative Terms and Conditions				X
Month 36	Fact Sheet - Assessment results	X	X (copy)		
Annually & at End of Agreement	Final Federal Financial Report (FFR) (SF425) & Final Drawdown Reports must be submitted <b>annually</b> within 90 days after end of reporting period (120 days after end of project period for closeout). For forms & more information, visit: <a href="https://www.epa.gov/grants/epa-grantee-forms">https://www.epa.gov/grants/epa-grantee-forms</a>	X (copy)		X (copy)	X



DUE DATE	ITEM	Send to:			
		EPA PM	STATE	EPA GRANTS	EPA FINANCE
Months 48 – 52	Closeout: Final Performance Report with Summary Fact Sheet, Photos, and Lessons Learned	X			

#### 4. **BUDGET**

##### 4.1 **Budget Table**

Brownfields Assessment Project Budget Table					
Budget Category	Task 1 Project Management & Reporting	Task 2 Community Engagement	Task 3 Site Inventory & Characterization	Task 4 Planning	Budget Category Totals
Personnel	\$6,000	\$4,000	\$0	\$8,000	\$18,000
Fringe Benefits	\$0	\$0	\$0	\$0	\$0
Travel	\$3,000	\$1,000	\$0	\$0	\$4,000
Equipment	\$0	\$0	\$0	\$0	\$0
Supplies	\$0	\$1,000	\$0	\$0	\$1,000
Contractual	\$0	\$5,500	\$430,000	\$41,000	\$476,500
Other	\$0	\$500	\$0	\$0	\$500
Total Direct Costs	\$9,000	\$12,000	\$430,000	\$49,000	\$500,000
Indirect Costs	\$0	\$0	\$0	\$0	\$0
<b>Task Totals</b>	<b>\$9,000</b>	<b>\$12,000</b>	<b>\$430,000</b>	<b>\$49,000</b>	<b>\$500,000</b>
<ul style="list-style-type: none"> <li>✓ Travel to brownfields-related training conferences is an acceptable use of these grant funds. Conference registration fees should be included under the "Other" budget category.</li> <li>✓ EPA defines equipment as items that cost \$5,000 or more with a useful life of more than one year. Items costing less than \$5,000 are considered supplies. Generally, equipment is not required for Brownfield Grants.</li> <li>✓ Administrative costs (direct and/or indirect) for the Assessment Grant applicant itself cannot exceed 5% of the total EPA-requested funds.</li> </ul>					

**No pre-award costs will be needed.**

## 4.2 Budget Narrative

Task 1: \$6,000 (120 hours at \$50/hour for the Economic Development Manager, Austin Ramirez) is allocated for City personnel costs to provide programmatic support for the grant period. Any additional personnel expenses will be provided in-kind. Also included is \$3,000 for travel expenses for Austin Ramirez (\$1,500 +/- per conference; hotel for 5 days at \$125/\$625; airfare-\$450; registration - \$225; incidentals (food, transportation, parking) -\$200) to an EPA Brownfields conference and a regional brownfield conference.

Task 2: \$4,000 (60 hours at \$50/hour for the Economic Development Manager; 20 hours at \$50/hour for the Communications Manager) is allocated for City personnel costs to conduct community outreach. \$1,000 will cover travel expenses associated with identifying sites and touring sites with interested parties. \$1,000 in supplies will be put towards the printing and mailing of project documents for community engagement. \$5,500 in contractual costs will fund support from a consultant or community based organization to support community outreach. \$500 in other costs is for PSC to cover community member costs to participate in outreach activities like charrettes, visioning exercises, and other planning activities.

Task 3: Costs for ESAs will vary depending on the history, complexity, and pollutants of each brownfield site. The estimate of \$430,000 includes a Brownfield Inventory of the Target Areas (\$6,000), 15 Phase I ESAs (\$4,000 each) and 10 Phase II ESAs (\$36,400 each on average). These estimates are based on similar work in the region, but actual costs may vary as a QEP will need to be selected.

Task 4: \$8,000 (160 hours at \$50/hour for the Economic Development Manager) is allocated for City personnel costs to conduct reuse planning activities. \$40,000 in contractual costs will fund the QEP's completion of five RWPs (\$8,200 each).