



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

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

**Thursday, October 23, 2025
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes: Public Works Committee, October 9, 2025
- [4.](#) Interlocal Agreement with Thurston County and the Cities of Olympia and Lacey for the Thurston Climate Mitigation Collaborative (Water Resources & Sustainability Department)
- [5.](#) Resolution No. R2025-016, Small Works Roster (Water Resources & Sustainability Department)
- [6.](#) Interlocal Agreement with LOTT Clean Water Alliance for the Class A+ Reclaimed Water Demonstration Pilot (Water Resources & Sustainability Department)
7. Additional Items
8. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/88071894495?pwd=qjBYaaNqTcCwPIR5aepx4WKFaTD1OD.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 880 7189 4495 and Passcode 503889.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

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

Accommodations

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

MEETING MINUTES

TUMWATER PUBLIC WORKS COMMITTEE

October 9, 2025



CONVENE: 8:02 a.m.

PRESENT: Chair Eileen Swarthout and Councilmember Michael Althausen

Excused: Councilmember Angela Jefferson

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Transportation and Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Community Engagement Specialist Marnie McGrath, Transportation & Engineering Department Assistant Director Jeff Cook, and Administrative Assistant Bonnie Hale

APPROVAL OF MINUTES: Councilmember Swarthout moved, seconded by Councilmember Althausen to approve the minutes of September 4, 2025 & September 18, 2025 with the correction that the September 4, 2025 meeting ended at 8:15am, not 8:15pm. A voice vote approved the motion.

CAPITAL FACILITIES PLAN (CFP) 2026-2031 WATER, SANITARY SEWER AND STORM DRAIN: Director Smith outlined the proposed 2026-2031 Capital Facilities Plan (CFP) for the Water, Sanitary Sewer, and Storm Drain utility funds. The CFP includes capital projects and their funding sources including utility rates, connection fees, grants, loans and bonds, and other investments.

ADJOURNMENT: With there being no further business, Chair Swarthout adjourned the meeting at 9:13 a.m.

Prepared by Bonnie Hale, Administrative Assistant

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Manager
 DATE: October 23, 2025
 SUBJECT: Interlocal Agreement with Thurston County and the Cities of Olympia and Lacey for the Thurston Climate Mitigation Collaborative

1) Recommended Action:

Place the Interlocal Agreement (ILA) with Thurston County and the Cities of Olympia and Lacey for the Thurston Climate Mitigation Collaborative on the November 3, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On September 19, 2023, the City Council authorized the Mayor to sign an ILA supporting regionally coordinated implementation of the Thurston Climate Mitigation Plan (TCMP). The agreement proposed here replaces the original to streamline processes and reduce administrative work. As such it incorporates regional initiatives (like Energize Thurston for example) into the ILA, updates the frequency of Greenhouse Gas Emission Inventories and Plan updates, and adds a new section on reallocation of funds due to any jurisdiction's budget reduction. All of these changes together will allow more time to be focused on implementation, rather than process.

3) Policy Support:

- City Council Strategic Priorities and Goals 2025-2026: Be a Leader in Environmental Health and Sustainability.
- Resolution No. R2018-015 adopting common targets to reduce community wide greenhouse gas emissions that contribute to global climate change.
- Resolution No. R2021-001 accepting the Thurston Climate Mitigation Plan as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change.
- Resolution No. R2021-002 declaring a climate emergency and support for the mobilization of community and region wide efforts to mitigate climate change in order to provide a safe environment for future generations.

4) Alternatives:

- ☐ Recommend revisions to the ILA; resource implications would need be evaluated.
- ☐ Decline to participate. The city would no longer be a member of the TCMC and would be choosing to not implement the Thurston Climate Mitigation Plan regionally.

5) Fiscal Notes:

Costs for the ILA are shared equally among the parties, as the benefits of the Collaborative are designed to be equally shared. City Council approved the 2025/2026 biennium budget which sufficiently allocates \$87,000 in 2025 and \$110,000 in 2026 from the General Fund for the implementation of this ILA.

6) Attachments:

A. Interlocal Agreement

Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, and City of Tumwater to Support Regionally Coordinated Implementation of the Thurston Climate Mitigation Plan

THIS AGREEMENT (“Agreement”) is made and entered into 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 wildfires; 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, in 2021, the Parties 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, the Parties believe that regionally coordinated implementation of the Thurston Climate Mitigation Plan is essential to the most efficient and effective deployment of the plan’s actions; and

WHEREAS, this Interlocal Agreement, upon execution, replaces and terminates the previous Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater for the regionally coordinated implementation of the Thurston Climate Mitigation Plan.

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

I. Purpose

The purpose of this Agreement is to establish a framework for ongoing, regionally coordinated implementation of the Thurston Climate Mitigation Plan (“TCMP”) and achieve the following goals:

- Maintain momentum for local climate action.
- Develop efficient regional solutions for reducing sources of greenhouse gases in ways that support all partner jurisdictions.
- Provide accountability on progress toward achieving regional climate targets.
- Build public awareness of climate mitigation activities across the region.

The Agreement defines a collaborative framework for implementing the TCMP that is led by individual jurisdictions (the Parties) and supported by an Executive Committee of elected officials, a multi-jurisdictional Staff Team, and a Community Advisory Workgroup. The Agreement also outlines processes for ongoing implementation of the TCMP.

II. Thurston Climate Mitigation Collaborative

The Thurston Climate Mitigation Collaborative (TCMC) is a consortium of local government partners working together to significantly reduce regional greenhouse gas emissions and achieve mutually adopted communitywide emissions reduction goals. The TCMC provides a mechanism through which the Parties can learn, explore, collaborate, incubate, coordinate, and communicate policies and best practices that the Parties can decide to advance collectively or singularly. The TCMC is made up of Jurisdiction Parties, an Executive Committee, a Staff Team, and a Community Advisory Workgroup.

III. Roles

- i. **Jurisdiction Parties.** Implementation of all actions included in the TCMP is led by individual Jurisdiction Parties. Each Party has the authority to act on any actions in the TCMP, and decides individually what strategies and actions to implement, including actions in the TCMP and/or other climate-related actions. The Parties allocate appropriate staff and resources according to their own priorities and on their own timelines.
- ii. **Executive Committee.** The Executive Committee consists of an appointed elected official and alternate from each of the Parties. The Executive Committee meets to share information on local climate mitigation activities, review progress toward achieving emissions targets, and build partnerships to support the regional implementation of the TCMP.
- iii. **Staff Team.** The Staff Team consists of staff representatives from each of the Parties. The Staff Team meets to share information on the climate mitigation activities of individual jurisdictions and actively facilitate cross-jurisdictional coordination on TCMP implementation.

- iv. **Community Advisory Workgroup (“CAW”).** The CAW consists of up to 15 interested community members, appointed by the Staff Team, representing a variety of perspectives on climate mitigation actions. The CAW meets to provide community perspectives and feedback on implementation topics decided by the Staff Team and CAW.

Detail on roles and responsibilities are outlined in the TCMP Regional Implementation Guidance document included as Exhibit A.

IV. Scope of Agreement

- i. **Regional Initiatives.** The Parties may work together through the Staff Team to jointly implement projects (“Regional Initiatives”) to advance implementation of TCMP strategies and/or actions. Any requests for funding to implement Regional Initiatives will require approval of the Parties’ respective governing bodies.

Implementation of Regional Initiatives funded by two or more Parties will not require a separate interlocal agreement, provided that:

- a. The project is developed and implemented through the TCMC Staff Team;
 - b. The project is included in the biennial TCMC work plan and estimated budget (see Section V below); and
 - c. Project funding is allocated by the Parties through the approval and adoption of their respective budgets.
- ii. **Annual Climate Mitigation Retreat.** The Staff Team, CAW, and Executive Committee may come together in an Annual Retreat that will serve as a strategic planning session to have deep and meaningful discussions on climate mitigation progress and needs, with an emphasis on strategies that would most benefit from regional coordination. The Retreat will be planned by the Staff Team and hosted by individual Jurisdiction Parties, rotating in the following order: Lacey, Olympia, Tumwater, and Thurston County. The jurisdiction hosting the Retreat will be responsible for planning and coordinating the Retreat with the third-party TCMC administrator (see Section IV.v below).
- iii. **Thurston Climate Mitigation Plan Updates.** The TCMP will be re-evaluated and updated, as needed, based on the best available science, monitoring data, and new or evolving conditions. The TCMC may conduct a full plan update every six years beginning in 2028. Plan updates may be delayed or canceled if the Executive Committee determines that a plan update is not needed at that time. Full plan updates will be adopted or accepted by the Parties.

Minor administrative updates may occur at any time. Administrative updates will be recommended by the Staff Team and approved by the Executive Committee.

- iv. **Greenhouse Gas Inventory.** The TCMC will conduct or obtain a countywide Greenhouse Gas Inventory every three to five years to quantify emissions and track progress toward meeting TCMP emission targets. Thurston County will be responsible for administrative tasks associated with the development of the Greenhouse Gas Inventory, including

maintaining software subscriptions, procuring and managing third-party contractors, and coordinating data collection and analysis.

- v. **Administrative Support.** The Parties will cooperatively fund a third-party partner to provide annual Administrative Support services for the TCMC, which may include, but not be limited to, the following:
 - a. Coordinating and facilitating the Executive Committee and Community Advisory Workgroup.
 - b. Producing TCMC Progress Reports.
 - c. Hosting and maintaining a website for the TCMC.

The responsibility for procuring and managing third-party contractors to provide Administrative Support services will rotate among the individual Parties.

V. Funding and In-kind Commitment

- i. **Base Funding.** In even-numbered years, the Staff Team will provide a proposed biennial work plan and estimated budget for review by the Parties, by no later than June 1, for the subsequent two calendar years. For the purposes of this Agreement, the approval and adoption of the respective budgets by the Parties will serve as the commitment to fund each Party's share of the Agreement.

Each Party shall contribute an equal share of funds sufficient for the execution of Regional Initiatives, TCMP Updates, Greenhouse Gas Inventories, and Administrative Support as specified in the TCMC work plan. This equal share will be based on the approved budget.

Any Party that contracts for services under this Agreement shall issue invoices to the other Parties at least biannually, 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. Elected official participation in the Executive Committee.
 - c. Producing TCMC Progress Reports in coordination with the third party TCMC administrator.
 - d. Support from jurisdictional staff with specific expertise (i.e., planning, transportation, water resources, etc.).
 - e. Coordination and implementation of Regional Initiatives.
- iii. **Future Appropriations.** The Parties represent that funds for service provision under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made, the Agreement shall terminate as to that Party, and the Party shall provide notice of termination per Section IX within thirty

(30) calendar days of its budget adoption.

- iv. **Reallocation of Funds Due to Budget Reduction.** Should a Party fail to secure adequate funding for any or all elements outlined in the biennial TCMC work plan, the Party shall:
 - a. Provide written notice to the Parties within thirty (30) calendar days of its budget adoption. The Staff Team will meet within fourteen (14) calendar days thereafter to discuss impacts of such a budget reduction. As participation for each Party is contingent upon final budget approval and adoption, the Parties may elect to redistribute costs to eliminate specific work plan elements as needed.
 - b. In the event that a Party decides to opt out of one or more TCMC Regional Initiatives or other items in the biennial work plan, they must provide notice in writing including the reason why, prior to the work on that item beginning. Upon receipt of that written notice, that Party forfeits input, inclusion, attribution, and the responsibility to share in the cost of that item as described in Section V. The remaining costs of that item will be split equally among the remaining Parties, or the item will be removed from the work plan at the remaining Parties' discretion.

VI. 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, and Washington Counties Risk Pool (WCRP), a self-insured county insurance pool.

VII. 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.

VIII. Duration of Agreement

This Agreement is effective on the date of the last authorized signature, and terminates on December 31, 2030, unless earlier terminated as provided in Section IX, below. The Parties may choose to renew this Agreement for additional periods.

This Interlocal Agreement, once fully executed, replaces and terminates the previous Interlocal Agreement between Thurston County, City of Lacey, City of Olympia, City of Tumwater for the implementation of the Thurston Climate Mitigation Plan.

IX. Amendment or Termination of Agreement

This Agreement may be amended or terminated upon mutual agreement of the Parties. The Parties may amend this Agreement to allow other entities to participate in Thurston Climate Mitigation Plan implementation. As a prerequisite for joining the Agreement, new parties must adopt the TCMC's common emissions-reduction targets and prepare a climate mitigation implementation strategy for that entity that is consistent with the Thurston Climate Mitigation Plan. Each new jurisdiction joining this Agreement is responsible for an equal share of the costs of this Agreement, beginning from the date of that jurisdiction's joining.

A Party may withdraw from this Agreement upon 60 days written notice to the remaining Parties, and there is no reimbursement to the withdrawing Party upon withdrawal. This Agreement automatically terminates when only one Party remains.

X. 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 or, if brought by or against the County, the superior court of either of the two nearest judicial districts (RCW 36.01.050).

XI. Entire Agreement

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

XII. Recording

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

XIII. 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.

XIV. Rights

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

XV. Notice

Any notice required under this Agreement shall be in writing and may be delivered via postal mail or email, as designated by the receiving Parties.

THURSTON COUNTY

Attn: Climate Mitigation Senior Program Manager
Re: Thurston Climate Mitigation Collaborative
3000 Pacific Avenue SE
Olympia, WA 98501

CITY OF OLYMPIA

Attn: Director of Climate Programs
Re: Thurston Climate Mitigation Collaborative
P.O. Box 1967
Olympia, WA 98507-1967

CITY OF LACEY

Attn: Community and Economic Development Director
Re: Thurston Climate Mitigation Collaborative
420 College Street SE
Lacey, WA 98503

CITY OF TUMWATER

Attn: Water Resources & Sustainability Director
Re: Thurston Climate Mitigation Collaborative
555 Israel Road SW
Tumwater, WA 98501

Remainder of this page left intentionally blank.

Signatures are affixed to next page.

This Agreement is hereby entered into between the Parties and is effective as of the date of the last authorized signature affixed hereto.

GOVERNMENT AGENCY EXECUTIVE**APPROVED AS TO FORM****CITY OF LACEY**

420 College Street SE
Lacey, WA 98503

Rick Walk, City Manager Date

CITY OF OLYMPIA

601 4th Ave East
Olympia, WA 98501

Steven J. Burney, City Manager Date

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Debbie Sullivan, Mayor Date

THURSTON COUNTY

3000 Pacific Avenue SE
Olympia, WA 98501

Leonard Hernandez, County Manager Date

CITY OF LACEY

420 College Street SE
Lacey, WA 98503

David Schneider, City Attorney Date

CITY OF OLYMPIA

601 4th Ave East
Olympia, WA 98501

Jake Stillwell, Deputy City Attorney Date

CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Karen Kirkpatrick, City Attorney Date

THURSTON COUNTY

3000 Pacific Avenue SE
Olympia, WA 98501

Scott Cushing, Deputy Prosecuting Attorney Date

TO: Public Works Committee
FROM: Dan Smith, Water Resources & Sustainability Director
DATE: October 23, 2025
SUBJECT: Resolution No. R2025-016, Small Works Roster

1) Recommended Action:

Place Resolution No. R2025-016: Small Works Roster on the November 3, 2025, City Council consent calendar with a recommendation to adopt.

2) Background:

In 2010, the city adopted Resolution No. R2010-012 to establish the city's use of MRSC Rosters as allowed by the state, for members to award certain small public works and consulting contracts. Changes to [RCW 39.04.155](#) necessitates that the city repeal and replace that original resolution with Resolution No. R2025-016 to adopt the state changes, as reflected in the new [RCW 39.04.151](#).

3) Policy Support:

[RCW 39.04.151](#) – Small Works Roster

4) Alternatives:

☐ None. This is required by the state.

5) Fiscal Notes:

This specific action does not have a financial implication; however, membership dues for use of the MRSC Rosters increased \$50.00 on October 1, for a total of \$475.00 annually. MRSC's last increase was in 2018.

6) Attachments:

A. Resolution No. R2025-016, Small Works Roster

RESOLUTION NO. R2025-016

A RESOLUTION of the City Council of the City of Tumwater, Washington, related to utilization of rosters including a small public works roster process to award public works contracts, a consulting services roster for architectural, engineering, and other professional services and a vendor roster for goods and services and repealing Resolution No. R2010-012.

WHEREAS, RCW 39.04.151 and other laws regarding contracting for public works by municipalities allow certain contracts to be awarded by a small works roster process; and

WHEREAS, to utilize the small works roster process, the City of Tumwater is required to adopt a resolution implementing the provisions of RCW 39.04.151; and

WHEREAS, chapter 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, RCW 39.04.190 regarding purchase of materials, supplies, or equipment not connected to a public works project allows certain purchasing contracts to be awarded using a vendor list; and

WHEREAS, on July 6, 2010, the City Council adopted Resolution No. R2010-012, which established small works roster procedures consistent with RCW 39.04.155; and

WHEREAS, RCW 39.04.155 has subsequently been repealed and replaced with amended RCW 39.04.151 necessitating certain amendments to the City's small public works roster process contained in Resolution No. R2010-012.

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

Section 1. Resolution No. R2010-012 is hereby repealed.

Section 2. MRSC Statewide Rosters. The City of Tumwater hereby adopts for the City's use the statewide small public works roster to award small public works contracts, the consultant roster for architectural, engineering, and other personal or professional services, and the vendor roster for procurement of materials, supplies and equipment developed and administered by Municipal Research Services Center of Washington (MRSC). The Mayor is authorized to enter into contracts with MRSC and take other actions necessary to enable roster utilization. In addition, paper and/or electronic rosters may be kept on file by appropriate city departments.

Section 3. Small Public Works Roster. The City of Tumwater hereby establishes a small works roster process and adopts the provisions set forth in RCW 39.04.151 and RCW 39.04.152, as the same may hereafter be amended, as those specific procedures for use by the City of Tumwater.

Section 4. Delegation of Authority. The City of Tumwater Public Works Director shall have the authority to oversee and manage the use of the rosters, adopt and modify rules, regulations, policies and procedures implementing the rosters, and provide for data collection and reporting in accordance with applicable statutes and regulations.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

TO: Public Works Committee
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: October 23, 2025
 SUBJECT: Interlocal Agreement with LOTT Clean Water Alliance for the Class A+ Reclaimed Water Demonstration Pilot

1) Recommended Action:

Place the Interlocal Agreement with LOTT Clean Water Alliance for the Class A+ Reclaimed Water Demonstration Pilot on the November 3, 2025, City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

Water is not an indefinite resource in Western Washington. With both surface and ground water elevations declining from overuse, climate change creating extended droughts, and approvals for new water rights extremely unlikely, water purveyors must consider alternative sources to meet Growth Management Act requirements and growing community needs. In 2023, WRS completed a source assessment that evaluated alternatives for “new” water sources in the Tumwater area. Of the ten most realistic possibilities, an aggressive water conservation program and expanded use of reclaimed water topped the list.

Recognizing these challenges, LOTT and its partners started discussing the future state of water, with most acknowledging reclaimed water needs to be part of any portfolio. This project brings together purveyors and regulators to evaluate how Class A+ reclaimed water, treated to the highest potable standard, could be used in the future.

3) Policy Support:

- We believe in PEOPLE: Opportunity, Partnership, Learning, and Environment.
- Be a Leader in Environmental Health & Sustainability: Continue to ensure ample drinking water supply and support water reuse opportunities.

4) Alternatives:

- ☐ Decline to participate in the pilot. While not required, participation allows utility staff to ensure proposed treatment methods meet our highest expectations and provide regulators insight into the abilities and limitations of meeting system demands.

5) Fiscal Notes:

The ILA commits \$60,000 over two years as a voluntary contribution to the project estimated at over \$2,000,000 for the development of treatment methods, regulatory reviews, and community outreach. These funds were approved in the FY25-26 Water Fund budget.

6) Attachments:

- A. Interlocal Agreement

**INTERLOCAL AGREEMENT BETWEEN THE CITY
OF TUMWATER AND LOTT CLEAN WATER
ALLIANCE FOR CLASS A+ RECLAIMED WATER
DEMONSTRATION PILOT PROJECT**

THIS AGREEMENT is entered into as of the date of the last signature affixed hereto between the LOTT CLEAN WATER ALLIANCE, a Washington nonprofit mutual corporation and 501(c)(3) corporation acting as a public agency to provide wastewater resource management services (hereinafter “LOTT”) and the City of Tumwater, a municipal corporation (hereinafter “City”). LOTT and the City are referred to herein collectively as “the Parties.”

WHEREAS, securing new drinking water resources is becoming increasingly challenging for municipal water providers; and

WHEREAS, the historic and anticipated population growth of our community demonstrates the Parties’ need to explore opportunities for use of all available water resources; and

WHEREAS, the discharge of treated wastewater effluent is subject to increasingly stringent regulations; and

WHEREAS, the Parties recognize that the need for producing Class A+ reclaimed water to supplement the drinking water supply may become necessary in the future; and

WHEREAS, water is a finite and valuable resource that should be conserved and beneficially reused wherever possible; and

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 and pursuant to forms of governmental organization that will accord best with geographic, economic, population 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 shall be authorized by the governing body of each party to the contract and shall set forth its purposes, powers, rights, objectives and responsibilities of the contracting parties;

NOW, THEREFORE, in consideration of the mutual terms, provisions, and obligations contained herein, it is agreed by and between the City and LOTT as follows:

1. Purpose/Objective

- a. The purpose of this Agreement is to plan, develop, and promote a pilot project related to the treatment and use of Class A+ Reclaimed Water.
- b. Participation in LOTT's Class A+ Reclaimed Water Demonstration Pilot Project (hereinafter "the Pilot") will enable the Parties to generate meaningful data and insights that can inform and influence future regulatory approaches to potable reuse.
- c. The Pilot is likely to result in lower long-term costs for both LOTT and the City's water and wastewater ratepayers by enabling the development of technical expertise and informed decision-making ahead of broader adoption.

2. Scope of Agreement/Work

- a. Responsibilities of the City shall be as follows:
 - i. In coordination with LOTT, the City agrees to provide periodic staff support for the Pilot for operational, outreach, and educational activities.
- b. Responsibilities of LOTT shall be as follows:
 - i. LOTT will lead, administer, and operate the Pilot in coordination with the Washington State Department of Health, the Washington State Department of Ecology, local regulatory agencies, and other interested parties
 - ii. LOTT will provide the City with periodic updates on the progress of the Pilot, as well as a final report summarizing key findings upon completion.
 - iii. Outreach, partnership development, public events, media relations, and announcements will be managed by LOTT in coordination with the City and other interested parties.

- iv. LOTT is responsible for all compliance with applicable laws, regulations, and permitting requirements in connection with its activities under this Agreement.

3. Public Records Requests

- a. If either party to this Agreement receives a request for public disclosure that will require dissemination of material originating with another party, the party receiving the request will make an effort to notify the originating party. This notification is to allow the originating party an opportunity to seek court relief from disclosure. However, each party to this Agreement recognizes that the agency receiving a public records request is responsible for determining the manner in which it deems appropriate to respond to a public records request.
- b. This Agreement provides no assurance that information will be held confidential.

4. Funding

- a. For services provided throughout the Pilot, defined more specifically in Exhibit A, Scope of Work for Class A+ Pilot Project, the City agrees to contribute a total of **\$60,000.00**.
 - i. LOTT will invoice the City within sixty (60) days of executing this Agreement for the initial payment of **\$30,000.00**.
 - ii. LOTT will invoice the City no earlier than January 1, 2026, for the second payment of **\$30,000.00**.
 - iii. The City shall make payments within thirty (30) days of receipt of invoice.
- b. The City will consider possible further contributions to the Pilot during its budget process for the 2027-2028 biennium. Any additional funding contributions will require a written amendment to this Agreement.
- c. Upon completion of the work set forth in Exhibit A, LOTT will provide the City a copy of any final reports, documents, studies, and/or marketing materials developed throughout the Pilot.

5. Indemnification & Insurance

- a. LOTT agrees to indemnify, hold harmless and defend the City , its officers, officials, employees, and agents from any and all claims, damages, losses, and costs, including, but not limited to, reasonable attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, and any other third-party claims of any kind caused by or arising out of LOTT's performance or failure to perform any of its obligation under this Agreement, except for claims arising out of the sole negligence of the City.
- b. No liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein, and this Agreement is not intended for the benefit of any third party.
- c. The City agrees to defend, indemnify and hold LOTT, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with the City's performance of this Agreement, to the extent caused by the sole negligence of the City.

6. Duration of Agreement

- a. This Agreement shall be effective until December 31, 2026, unless otherwise terminated or extended in the manner described herein. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

7. Termination of Agreement

- a. This Agreement may be terminated upon sixty (60) days' notice to the other party using the method of notice provided for in this Agreement.

8. Dispute Resolution

- a. Any dispute under this Agreement shall first be submitted to mediation or non-binding arbitration prior to bringing an action in a court of law. The City and LOTT shall share equally in the costs of such non-binding dispute resolution with each party bearing its own costs.

9. Interpretation and Venue

- a. This Agreement has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to its interpretation and performance. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in a court of competent jurisdiction in Thurston County, Washington.
- b. 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.

10. Entire Agreement

- a. This Agreement sets forth all terms and conditions agreed upon by the City and LOTT, and supersedes any and all prior agreements oral or otherwise with respect to the subject matter addressed herein.
- b. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that such party drafted the ambiguous language.
- c. A failure by either 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.
- d. Either party may request changes to the Agreement, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

11. Filing

- a. Prior to its entry into force, this Agreement shall be filed with the Thurston County Auditor's Office or posted upon the websites or other electronically retrievable public source as required by RCW 39.34.040.

12. Notice

- a. Any notice required under this Agreement shall be to the party at the address listed below and shall become effective as of the date of deposit in the United States Postal Service.

CITY OF TUMWATER

Attn: City Clerk
555 Israel Road SW
Tumwater, WA 98501

LOTT CLEAN WATER ALLIANCE

Attn:
Olympia, WA 98506

13. Effective date

- a. This Agreement is hereby entered into between the City of Tumwater and LOTT Clean Water Alliance and shall take effect on the date of the last authorizing signature affixed hereto:

***** SIGNATURES ON FOLLOWING PAGE *****

CITY OF TUMWATER

LOTT CLEAN WATER ALLIANCE

Debbie Sullivan, Mayor

Matthew J. Kennelly, P.E.
Executive Director

Date

Date

ATTEST:

ATTEST:

City Clerk

Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

LOTT Attorney

EXHIBIT A: SCOPE OF WORK FOR CLASS A+ PILOT PROJECT

Lead Agency: LOTT Clean Water Alliance

Project Purpose

To demonstrate safe and effective reclaimed water purification methods that can attain the high quality of potable water by using Class A+ reclaimed water standards, the highest level of recycled water quality as defined by Washington State.

Objectives

- Demonstrate advanced purification of reclaimed water to meet drinking water standards.
- Pilot test and compare two multi-step treatment systems using Reverse Osmosis and Carbon Filtration.
- Evaluate effectiveness of both treatment processes in removing chemicals and pathogens.
- Engage the public through education, outreach, and product sampling (e.g., beer, root beer).
- Support the development of regulatory policies and standards for future Class A+ projects.

Key Activities

- Design and install two pilot-scale advanced treatment systems.
- Operate and monitor systems for performance and safety.
- Collaborate with local businesses to produce consumable products using Class A+ water.
- Conduct public outreach and sampling events.
- Provide data and insights to state regulators for permitting pathways.

Partners

- Jurisdictional Partners: Cities of Lacey, Olympia, Tumwater, and Thurston County
- State Agencies: WA Departments of Health and Ecology, State Board of Health
- Community Partner: Squaxin Island Tribe
- Consultant: Hazen and Sawyer
- Community Stakeholders: Local businesses and residents

Innovation & Experience

This is the first Class A+ demonstration in Washington State. It builds on LOTT's 30+ years of leadership in advanced water treatment and offers a model for future potable reuse projects statewide and nationally.

Expected Outcomes

- Production of safe, high-quality Class A+ reclaimed water.
- Increased public awareness and acceptance of water recycling.
- Foundation for future water resource management strategies.

Project Estimated Timeline

- 2024-2025: Planning and design of treatment systems.
- 2025-2026: Installation and testing of systems.
- 2026: Public engagement and product sampling events with purified water available by Summer 2026.

"All water is recycled. Judge it by its quality, not its history."

EXHIBIT A: SCOPE OF WORK FOR CLASS A+ PILOT PROJECT

Lead Agency: LOTT Clean Water Alliance

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